

TERRILL L. HILL
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

JAMES A. GRIFFITH
INTERIM 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

February 12, 2015

CALL TO ORDER:

- a. **Invocation** – The Reverend Ted Stackpole, Pastor, First Assembly of God
- b. **Pledge of Allegiance**
- c. **Roll Call**

APPROVAL OF MINUTES – 01/05/15, 1/22/15, 1/25/15 Workshop and 2/5/15 Called meetings

1. PUBLIC RECOGNITION/PRESENTATIONS

- a. **PROCLAMATION – Black History Month** – February, 2015
- b. **BLACK HISTORY RECOGNITION** - Dothea Smith, Sam Taylor and Askew Vickers

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

3. CONSENT AGENDA

- *a. **Adopt Resolution No. 2015-11-08** amending the FY 2014-15 Budget through 12/31/2014
- *b. **Adopt Resolution No. 2015-11-09** authorizing the City Manager and Clerk to execute and attest Poseidone LLC/Trident Pontoons Change Order #4 for an amount not to exceed \$20,443.00
- *c. **Adopt Resolution No. 2015-11-10** accepting a proposal for trade-in of the current fleet of fifty-four (54) golf carts towards the purchase of fifty-four (54) new EZ-Go golf carts, and authorizing the execution of all documents associated with a fifty-four-(54) month lease agreement with PNC Equipment Financing to effectuate the transaction
- *d. **Adopt Resolution No. 2015-11-11** declaring vehicles, storage buildings, bicycles, radios and miscellaneous equipment to be surplus property and directing the City Manger to dispose of said surplus property in accordance with City administrative procedures

* 4. **CRA BUSINESS – RESOLUTION 2015-11-12** adopting the proposed CRA/South TIFF District Residential Rehabilitation Grant Program - Adopt

* 5. **BUDGET SUMMARY REPORT** -- FY 2014-2015 through 12/31/14 – First Quarter – Matt Reynolds, Finance Director

* 6. **CITIZEN REQUESTS – Johnny M. Brown:**

- a. Compensation for Electrical Boxes on side of E.W. Lawson & Sons Funeral Homes
- b. Drainage work on 9th Street/State Hwy 20 to keep water out of Funeral Home

PUBLIC HEARINGS

- * 7. **ORDINANCE** – Planning Board Recommendation to allow changing (electronic) signs in C-2 & PBG-1 Zoning Districts – Building & Zoning Administrative Request – 1st Reading
- * 8. **ORDINANCE** – Planning Board Recommendation to cap Residential Density in R-3 (Residential, Multi-Family) Districts – 1st Reading
- * 9. **ORDINANCE** – Planning Board Recommendation to amend Municipal Code Chapter 54, Article II, to amend membership, duties and responsibilities of the Palatka Planning Board – 2nd Reading, Adopt
- * 10. **REPORT/DISCUSSION** – Status of Parks & Recreation – Jonathan Griffith & Michael Czymbor
- * 11. **DISCUSSION** – Creation of Business Incubator Board
- 12. **CITY MANAGER & ADMINISTRATIVE REPORTS**
 - *a. Report on Status of Riverfront Development Projects – City Manager Michael Czymbor
- 13. **COMMISSIONER COMMENTS**
- 14. **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 288 105

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:

March 6 – Azalea Festival Mayor's Reception 6:00 p.m.
March 7 – 8 – Florida Azalea Festival
March 17 – 18 - FLC Legislative Action Day (Tallahassee)
May 22 – 25 – Blue Crab Festival
May 25 – City offices closed to observe Memorial Day
July 4 – City offices closed to observe Independence Day

Board Openings:

Board of Zoning Appeals – 3 vacancies (at-large)
General Pension Board – 1 vacancy (Financial Exp)

CITY OF PALATKA



Proclamation

WHEREAS, Dr. Carter G. Woodson, founder of the Association for the Study of Negro Life and History, initiated Negro History week in 1926, which grew and blossomed into Black History Month during the 1970's; and

WHEREAS, Black History Month is so designated to recognize, honor and record the historical contributions and achievements made by Blacks in the Armed Forces, Architecture, Arts, Business, Civil Rights, Economics, Education, Entertainment, Exploration, History, Law, Literature, Medicine, Music, Politics, Science and Sports; and

WHEREAS, February is nationally designated as Black History Month, and is annually set aside for all Americans to focus on the significant role African Americans have played in our Country's history and in the shaping of our nation and culture; and

WHEREAS, the Palatka City Commission wishes to maintain and promote harmonious inter-cultural relations and highlight the rich ethnic and cultural diversity throughout the City of Palatka and Putnam County; and

WHEREAS, the Palatka City Commission recognizes the historical aspect of the presence and contribution of Blacks to the growth of our society, and to recognize the contribution of Blacks to the history of Palatka and humankind.

NOW, THEREFORE, I, Terrill L. Hill, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby endorse and proclaim the month of February, 2015 as

BLACK HISTORY MONTH

in the City of Palatka, Florida, and I urge all citizens to join the Palatka City Commission in celebrating February as Black History Month each year, and to share in the spirit of the Month and take part in related activities that reflect the goals of Black History Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Palatka to be affixed this 12th day of February, in the Year of Our Lord Two Thousand and Fifteen.

Commissioners:
Mary Lawson Brown
Rufus Borom
Justin Campbell
James Norwood, Jr.

Terrill L. Hill, MAYOR



Agenda Item

3a



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2015-11-8 amending the FY 2014-15 Budget through 12/31/2014

SUMMARY:

The City budget is governed by Chapter 166.241 and 200.065, Florida Statutes. These Statutes provide that the total budget at the fund level, once approved, cannot be exceeded unless a supplemental budget appropriation is enacted by the City Commission.

The Finance Department is requesting the attached budget amendments in order to reconcile the budgeted amounts of cash balance forward to the actual ending cash balance of all the funds at year end FY2013-2014.

Also included in these budget amendments are some adjustments to various expenditure lines in the Planning and Zoning department to accommodate for an additional part-time employee. This resulted in a reduction in contingency of approximately \$11,000.

RECOMMENDED ACTION:

Staff recommends adoption of the Resolution amending the FY 2014-15 Budget for amendments through December 2014 in order to be in compliance with Florida Statutes.

ATTACHMENTS:

Description	Type
□ Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Reynolds, Matt	Approved	2/3/2015 - 4:19 PM
City Clerk	Driggers, Betsy	Approved	2/4/2015 - 9:42 AM
City Manager	Czymbor, Michael	Approved	2/4/2015 - 10:20 AM
Finance	Reynolds, Matt	Approved	2/4/2015 - 10:23 AM
City Clerk	Driggers, Betsy	Approved	2/4/2015 - 10:37 AM

RESOLUTION No. 2015-10-xx

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AMENDING THE FY 2014-2015 BUDGET**

WHEREAS, the City of Palatka deems it reasonable and necessary to amend the FY 2014-2015 budget.

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

1. That the revenues of the City of Palatka General Fund Budget for the Fiscal Year 2014-2015 are amended as follows:

REVENUES:

<u>Revenue Number</u>	<u>Description</u>	Last Approved	Recommended Amendments	As Amended
001-00-301-0-1000	OPERATING CASH BALANCE FORWARD	\$ 1,010,464	\$ (203,080)	\$ 807,384
001-00-301-0-1001	EVIDENCE FUND BALANCE FORWARD	\$ -	\$ 499	\$ 499
001-00-301-0-1002	LOT DEMO/CLEANUP BAL FORWARD	\$ 20,634	\$ 6,436	\$ 27,070
001-00-301-0-1009	SPECIAL CEMETERY BALANCE FORWARD	\$ 102,435	\$ 305	\$ 102,740
001-00-301-0-1010	SPECIAL POLICE BALANCE FORWARD	\$ 51,285	\$ 5,727	\$ 57,012
001-00-301-0-1012	HAND GUN CLASSES BALANCE FORWARD	\$ 5,922	\$ (2,000)	\$ 3,922
001-00-301-0-1013	FIRE PUBLIC EDUCATION BALFORWARD	\$ 12,254	\$ 11,888	\$ 24,142
001-00-301-0-1018	WOMENS SELF-DEFENSE CLASS BAL FRWD	\$ 556	\$ 321	\$ 877
001-00-301-0-1019	RED LIGHT CAMERA BALANCE FORWARD	\$ 153,281	\$ 121,702	\$ 274,983
TOTAL REVENUES AMENDED:		\$ 1,356,831	\$ (58,202)	\$ 1,298,629

2. That the expenditures of the City of Palatka General Fund Budget for the Fiscal Year 2014-2015 are amended as follows:

EXPENDITURES:

<u>Expenditure Number</u>	<u>Description</u>	Last Approved	Recommended Amendments	As Amended
001-02-524-1-1200	REGULAR SALARIES	\$ 173,007	\$ (55,972)	\$ 117,035
001-02-524-1-2100	FICA TAX EXPENSE	\$ 18,940	\$ (4,282)	\$ 14,658
001-02-524-1-2200	RETIREMENT EXPENSE	\$ 58,182	\$ (16,500)	\$ 41,682
001-02-524-3-3400	OTHER CONTRACTUAL SERVICES	\$ 15,600	\$ 88,260	\$ 103,860
001-15-572-3-4653	MAINTENANCE-BOOKER PARK	\$ 2,500	\$ 1,500	\$ 4,000
001-15-572-3-4654	MAINTENANCE-FORRESTER FIELD	\$ 4,000	\$ (1,500)	\$ 2,500
001-82-581-9-9900	GENERAL CONTINGENCY	\$ 62,000	\$ (11,506)	\$ 50,494
001-83-581-9-9900	OPERATING CASH RESERVE	\$ 726,058	\$ (203,080)	\$ 522,978
001-83-581-9-9901	EVIDENCE FUND RESERVE	\$ -	\$ 499	\$ 499
001-83-581-9-9902	LOT DEMOLITION/CLEANUP RESERVE	\$ 22,734	\$ 6,436	\$ 29,170
001-83-581-9-9909	SPECIAL CEMETERY RESERVE	\$ 113,005	\$ 305	\$ 113,310
001-83-581-9-9910	SPECIAL POLICE RESERVE	\$ 51,285	\$ 5,727	\$ 57,012
001-83-581-9-9912	HAND GUN CLASSES RESERVE	\$ 10,122	\$ (2,000)	\$ 8,122
001-83-581-9-9913	FIRE PUBLIC EDUCATION RESERVE	\$ 12,254	\$ 11,888	\$ 24,142

001-83-581-9-9918	WOMENS SELF-DEFENSE CLASS RESERVE	\$ 556	\$ 321	\$ 877
001-83-581-9-9919	RED LIGHT CAMERA REVENUE RESERVE	\$ 285,584	\$ 121,702	\$ 407,286
TOTAL EXPENDITURES AMENDED:		\$ 1,555,827	\$ (58,202)	\$ 1,497,625

3. That the revenues of the City of Palatka Airport Fund Budget for the Fiscal Year 2014-2015 are amended as follows:

REVENUES:		Last	Recommended	As
<u>Revenue Number</u>	<u>Description</u>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
005-00-301-0-0000	OPERATING CASH BALANCE FORWARD	\$ (209,374)	\$ 72,972	\$ (136,402)
TOTAL REVENUES AMENDED:		\$ (209,374)	\$ 72,972	\$ (136,402)

4. That the expenditures of the City of Palatka Airport Fund Budget for the Fiscal Year 2014-2015 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
005-05-542-9-9900	CONTINGENCY/RESERVE	\$ (209,374)	\$ 72,972	\$ (136,402)
TOTAL EXPENDITURES AMENDED:		\$ (209,374)	\$ 72,972	\$ (136,402)

5. That the revenues of the City of Palatka Tax Increment Fund Budget for the Fiscal Year 2014-2015 are amended as follows:

REVENUES:		Last	Recommended	As
<u>Revenue Number</u>	<u>Description</u>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
030-00-301-0-0001	DOWNTOWN REDEV FORWARD	\$ 65,057	\$ 28,412	\$ 93,469
030-00-369-9-1002	STAGE RENTALS	\$ 3,600	\$ (3,600)	\$ -
030-00-301-0-0002	SOUTH HISTORIC BALANCE FORWARD	\$ 273,469	\$ 20,628	\$ 294,097
030-00-301-0-0003	NORTH HISTORIC BALANCE FORWARD	\$ 57,164	\$ 39,764	\$ 96,928
TOTAL REVENUES AMENDED:		\$ 399,290	\$ 85,204	\$ 484,494

6. That the expenditures of the City of Palatka Tax Increment Fund Budget for the Fiscal Year 2014-2015 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
030-30-580-9-9901	CONTINGENCY/RESERVE-DOWNTOWN	\$ 7,315	\$ 24,812	\$ 32,127
030-31-580-3-3102	HOMES & GARDENS TOUR PROMOTION	\$ -	\$ 500	\$ 500
030-31-580-6-6336	REDEVELOPMENT INCENTIVES	\$ 221,093	\$ 20,128	\$ 241,221
030-32-580-6-6322	GENERAL CAPITAL IMPROVEMENTS	\$ 54,931	\$ 39,764	\$ 94,695
TOTAL EXPENDITURES AMENDED:		\$ 283,339	\$ 88,804	\$ 372,143

7. That the revenues of the City of Palatka Utility Fund Budget for the Fiscal Year 2014-2015 are amended as follows:

REVENUES:		Last	Recommended	As
<u>Revenue Number</u>	<u>Description</u>	Approved	Amendments	Amended
041-00-301-0-0100	CASH BALANCE FOWARD	\$ 298,191	\$ (88,571)	\$ 209,620
041-00-301-0-0101	WATER IMPACT FEES BALANCE FORWARD	\$ 16,187	\$ (1,880)	\$ 14,307
041-00-301-0-0102	SEWER IMPACT FEES BALANCE FORWARD	\$ 29,266	\$ 820	\$ 30,086
TOTAL REVENUES AMENDED:		\$ 343,644	\$ (89,631)	\$ 254,013

8. That the expenditures of the City of Palatka Utility Fund Budget for the Fiscal Year 2014-2015 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	Approved	Amendments	Amended
041-29-536-9-9901	CONTINGENCY/RESERVE	\$ 281,960	\$ (88,571)	\$ 193,389
041-29-536-9-9903	WATER IMPACT FEE CONT/RESERVE	\$ 59,506	\$ (1,880)	\$ 57,626
041-29-536-9-9904	SEWER IMPACT FEE CONT/RESERVE	\$ 119,095	\$ 820	\$ 119,915
TOTAL EXPENDITURES AMENDED:		\$ 460,561	\$ (89,631)	\$ 370,930

9. That the revenues of the City of Palatka Golf Course Fund Budget for the Fiscal Year 2014-2015 are amended as follows:

REVENUES:		Last	Recommended	As
<u>Revenue Number</u>	<u>Description</u>	Approved	Amendments	Amended
042-00-301-0-1000	CASH BALANCE FORWARD	\$ (1,564,588)	\$ 1,469,830	\$ (94,758)
TOTAL REVENUES AMENDED:		\$ (1,564,588)	\$ 1,469,830	\$ (94,758)

10. That the expenditures of the City of Palatka Golf Course Fund Budget for the Fiscal Year 2014-2015 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	Approved	Amendments	Amended
042-24-572-9-9900	CONTINGENCY/RESERVE	\$ (1,564,588)	\$ 1,469,830	\$ (94,758)
TOTAL EXPENDITURES AMENDED:		\$ (1,564,588)	\$ 1,469,830	\$ (94,758)

11. That the revenues of the City of Palatka Sanitation Fund Budget for the Fiscal Year 2014-2015 are amended as follows:

REVENUES:		Last	Recommended	As
<u>Revenue Number</u>	<u>Description</u>	Approved	Amendments	Amended
043-00-302-0-0000	CASH BALANCE FORWARD	\$ 380,530	\$ (45,205)	\$ 335,325
TOTAL REVENUES AMENDED:		\$ 380,530	\$ (45,205)	\$ 335,325

12. That the expenditures of the City of Palatka Sanitation Fund Budget for the Fiscal Year 2014-2015 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<i>Expenditure Number</i>	<i>Description</i>	Approved	Amendments	Amended
043-10-534-9-9900	CONTINGENCY/RESERVE	\$ 389,208	\$ (45,205)	\$ 344,003
TOTAL EXPENDITURES AMENDED:		\$ 389,208	\$ (45,205)	\$ 344,003

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of February, 2015.

CITY OF PALATKA

By: Its **MAYOR**

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

*Agenda
Item*

3b



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2013-10-9 authorizing the City Manager, and City Clerk to execute and attest Poseidone, LLC/Trident Pontoons Change Order #4 for an amount not to exceed \$20,443.00

SUMMARY:

Poseidone, LLC is 1 to 2 weeks away from finishing Water Taxi Vessel #2. Staff expects the engines to be installed by the end of the month. Vessel #2 is the three (3) pontoon vessel. It is expected to be used primarily for transporting various eco-type users (i.e. campers, hikers, kayakers and cyclists) to remote locations on the St. Johns River.

The previous change order authorized by the Commission did not cover certain modifications necessary to accommodate these types of users. For instance, a large rack is needed to carry up to twenty (20) kayaks. The attached change order includes a detailed list of changes that were not covered in the previous change order. The City and Palatka Boathouse Marina (prospective operator) mutually agreed upon the list of changes to allow for better/flexible use of the vessel. There will be no local funds necessary to accomplish this Change Order as existing State and Federal funds will be re-allocated to accommodate this proposed request.

RECOMMENDED ACTION:

Adopt the resolution authorizing the execution of Poseidone, LLC – Trident Pontoons Change Order #4 for an amount not to exceed \$20,443.00.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Change Order	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	2/4/2015 - 9:24 AM
City Clerk	Driggers, Betsy	Approved	2/4/2015 - 12:40 PM
City Manager	Czymbor, Michael	Approved	2/5/2015 - 11:35 AM
Finance	Reynolds, Malt	Approved	2/5/2015 - 2:27 PM
City Clerk	Driggers, Betsy	Approved	2/5/2015 - 4:29 PM

RESOLUTION NO. 2015

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST A CHANGE ORDER WITH POSEIDONE, LLC -TRIDENT PONTOONS FOR CHANGE ORDER #4 FOR ADDITIONS TO VESSEL #2 FOR AN AMOUNT NOT TO EXCEED \$20,443.00

WHEREAS, the City of Palatka and the Florida Department of Transportation have entered into Joint Participation Agreements 41057219401, 41057219490 and 41057229401 for Ferry Boat Discretionary Funding; and

WHEREAS, the City entered into an agreement with Poseidone, LLC – Trident Pontoons to manufacture two (2) water taxis; and

WHEREAS, the City and its prospective operator desire to make changes to vessel #2 to allow for flexible use of the vessel for transporting cyclists, kayakers and hikers to and from remote locations on the St. Johns River; and

WHEREAS, Poseidone has proposed to modify the boat to allow for kayaks, bikes, and in general a more flexible use of the space to accommodate various users; and

WHEREAS, no local funding is required;

WHEREAS, the total project cost is \$716,001.78; and

WHEREAS, the revised total project cost is \$736,444.78; and

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

NOW THEREFORE, be it resolved that the City Manager and City Clerk are hereby authorized to execute and attest the Change Order with Poseidone, LLC – Trident Pontoons for Change Order #4 for an amount not to exceed \$20,443.00 bringing the total project cost to \$736,444.78.78.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of February, 2015.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

**CITY OF PALATKA, FLORIDA
CHANGE ORDER**

PROJECT: Refurbish/Renovate Palatka Water Taxis
Financial Project #410572-1-94-90

DATED: September 6, 2011

CHANGE ORDER NO: 4

DATED: February 12, 2015

CONTRACTOR: Poseidone, LLC
 3801 State Road 19
 Tavares, FL 32778

JUSTIFICATION: The City and operator desire to make changes to vessel #2. The proposed changes are as follows:

1. Four additional 2-butt seats (8@ \$303.00 ea.) \$2,424.00
2. Four additional snap-on snap-off cushions, seats and backs (4 sets @ \$116.00/set) \$464.00
3. Four removable tables (4 @ \$407.00 ea.) \$1,628.00
4. Roof rack for Kayak storage (8' x 24'(\$56.50 per sq ft)) \$10,848.00
5. Rubber "D" bumper (90lf @ \$5.90lf) \$531.00
6. Custom access Hatch to roof \$376.00
7. Ladder to access hatch \$229.00
8. Bracket for fold down T.V. rack \$56.00
9. Under seat storage box to accommodate additional batteries \$333.00
10. Two additional group 27 batteries (2 @ \$152.00 ea.) \$304.00
11. Architectural services (i.e. stability tests, superstructure calculations and signed and sealed drawings) \$3,250

Total cost of additions: \$20,443.00

CURRENT CONTRACT AMOUNT: \$716,001.78

INCREASE IN CONTRACT AMOUNT: \$ 20,443.00

NEW CONTRACT AMOUNT: \$736,444.78

CURRENT CONTRACT COMPLETION DATE: December 3, 2014

INCREASE IN CONTRACT TIME:

120 days

NEW CONTRACT COMPLETION DATE:

April 2, 2015

ORDERED BY CITY OF PALATKA

BY:

Michael Czymbor
City Manager

ACCEPTED BY:

CONTRACTOR

Agenda Item

3c



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2015-11-10 accepting a proposal for trade-in of current fleet of fifty-four (54) golf carts and purchase of fifty-four (54) new E-Z-GO golf carts and authorizing the execution of all documents associated with a fifty-four (54) month lease Agreement with PNC Equipment Financing to effectuate the transaction.

SUMMARY:

Attached is a proposal which outlines terms and conditions for the purchase and financing of 54 new EZ-GO golf carts to replace the current fleet of carts at the Golf Course. The current golf cart lease expires in June, 2015. The proposed cost of the new carts and equipment were derived from the National Intergovernmental Purchasing Alliance's master agreement, which was a publicly bid contract for the purchase of golf carts that was executed by the City of Tucson, Arizona and E-Z-GO, a division of Textron, Inc. This comes at the recommendation of Golf Course Management and City Staff. This is a budgeted item.

The lease financing will be through PNC Equipment Financing at a rate of 3.25%. The annual payments for this lease will be \$2,823 less than the budgeted amount for lease payments in FY2014-2015.

This Resolution also includes authorization for the Mayor, City Manager and city staff to execute and attest all the necessary paperwork to complete the transaction. A copy of the proposed lease agreement has been included as well.

RECOMMENDED ACTION:

Staff recommends adoption of this resolution which accepts the proposal from E-Z-GO for the purchase of new golf carts via lease financing with PNC Equipment Financing and authorizes the Mayor, City Manager and city staff to execute and attest all necessary related documents.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Proposal	Backup Material
<input type="checkbox"/> Memo from BWGD	Backup Material
<input type="checkbox"/> Cart Comparison from BWGD	Backup Material
<input type="checkbox"/> Lease Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Reynolds, Matt	Approved	2/3/2015 - 9:05 AM
City Clerk	Driggers, Betsy	Approved	2/4/2015 - 12:59 PM
City Manager	Czymbor, Michael	Approved	2/5/2015 - 11:34 AM
Finance	Reynolds, Matt	Approved	2/5/2015 - 2:22 PM
City Clerk	Driggers, Betsy	Approved	2/5/2015 - 4:30 PM

RESOLUTION No. 2015-11-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA; AUTHORIZING A LEASE AGREEMENT BETWEEN E-Z-GO AND PALATKA GOLF CLUB; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A LEASE-PURCHASE AGREEMENT WITH PNCEF, LLC, DBA PNC EQUIPMENT FINANCE IN THE AMOUNT OF \$223,953.66 TO FINANCE THE LEASE OF FIFTY-FOUR (54) 2015 EZGO TXT 48 V ELECTRIC GOLF CARTS; AND OTHER ACTION IN CONNECTION WITH THE DELIVERY OF SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Palatka, Florida (the "City") has authorized the renewal of a lease between Palatka Golf Club and EZGo Division of Textron, Inc. for fifty-four golf carts; and

WHEREAS, the City has determined to finance the lease of said golf carts through PNC Equipment Finance, as agent for EZGO, in the amount of \$223,953.66 over a term of fifty-four (54) months.

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

Section 1. EZGO LEASE AGREEMENT AUTHORIZED: That a lease agreement between EZGO and the Palatka Golf Club is hereby authorized to be renewed and executed in a manner consistent with Florida law;

Section 2. PNC EQUIPMENT FINANCE AGREEMENT AUTHORIZED: That Lease Number 188014000 between PNC Equipment Finance and the City of Palatka in the amount of \$223,953.66 is hereby awarded as per the Terms of Agreement, Resolution and Certificate of Incumbency attached hereto as Exhibit A;

Section 3. DELIVERY OF NOTE AUTHORIZED. The Mayor and the City Clerk, on behalf of the City, are hereby authorized and directed to execute the Lease when prepared and deliver the same to PNC Equipment Finance. The Mayor, City Clerk, attorney for the City, and City Manager are each designated agents of the City in connection With the issuance and delivery of the Lease and Financing Agreements, and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents or contracts, including but not limited to the Lease Agreement and Resolution and Certificate of Incumbency, on behalf of the City which are necessary or desirable in connection with the execution and delivery of the Lease and which are not inconsistent with the terms and provisions of this resolution.

Section 4. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 12th day of February, 2015.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY



PREPARED FOR:

Palatka GC





12-5-14

Chris Monti
Palatka GC
1715 Mosley Ave
Palatka, FLORIDA 32077

Dear Monti,

E-Z-GO® is honored to prepare this exclusive proposal for Palatka GC and its members. Since 1954, E-Z-GO has pioneered the golf car industry with its innovative, reliable and durable vehicles. E-Z-GO is committed to providing its customers with vehicle solutions that exceed expectations and perform to the demands of their facilities.

E-Z-GO and Cushman® vehicles are manufactured in our globally recognized, award-winning facility in Augusta, GA. Whether you choose the TXT® or RXV® golf car, you can expect proven reliability and the industry's latest innovations. Cushman utility and hospitality vehicles are available in electric, gas and diesel models, and are purpose-built to tackle all of your operation's maintenance and hospitality needs.

But the E-Z-GO advantage goes beyond our products. When you choose E-Z-GO, you gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

E-Z-GO is dedicated to advancing the game of golf and the industry that is the engine behind it. We are a Platinum Corporate Advantage partner of the Club Managers Association of America, a silver partner with the Golf Course Superintendent Association of America, and provide support to numerous regional and local association chapters and events throughout the world of golf.

Our reputation for quality, performance and customer service has made us fortunate to enjoy the company of some of the most famous facilities in golf, from Pebble Beach Resorts, Spyglass Hill Golf Course, and Pinehurst Resort.

As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at Palatka GC.

With sincere appreciation,

Eric Keister
Sr. Sales Rep
T: (904) 254-4178 - F: (706) 772-6227
ekeister@textron.com



Pricing

12-5-14

Palatka GC

QTY	MODEL	YEAR	TERMS	PRICE	EXTENDED PRICE
54	TXT 48V PDS	2015	1 thru 12	\$62.90	\$3,396.60
54	TXT 48V PDS	2015	13 thru 24	\$63.90	\$3,450.60
54	TXT 48V PDS	2015	25 thru 36	\$64.90	\$3,504.60
54	TXT 48V PDS	2015	37 thru 48	\$65.90	\$3,558.60
54	TXT 48V PDS	2015	49 thru 54	\$66.90	\$3,612.60

INCLUDED ACCESSORIES			
Color: Champagne/Ivory	SG Chargers	1 Sand Bucket per car	Message Holder
1 Casual Tow Bar	1 Parts Package	Sun Canopy Top	Windshield Fold-Down
Custom Logo	# Decal		

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

TRADE INFORMATION

MANUFACTURER	QTY	MODEL	YEAR	TRADE AMOUNT
E-Z-GO	54	TXT PDS	2011	\$1,600.00

PURCHASE PROGRAM DETAILS

Trade value per car:	\$1,600.00	Total trade value:	\$86,400.00
Trade amount used to net down lease payment or purchase price:	\$12,107.00	Trade value returned as cash:	

SPECIAL CONSIDERATIONS

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. Palatka GC must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing.

Trade amount applied to new vehicles is the difference between their current wholesale value (\$1,600 per car) and what is owed on the lease. EZGO is applying all of this back to the new fleet to arrive at the net payments listed above.

Based on the NIPA contract, EZGO will provide a rebate of \$9,126 to the City of Palatka to be used toward any products or services we have.

EZGO will agree to terminate the current lease and return these vehicles. The balloon on this lease is the same as the current lease \$1,050 per car. Lease based on current PNC municipal lease rate of 3.25%.

NOTE: Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval.

Palatka GC

E-Z-GO Division of Textron Inc.

Accepted by: _____

Accepted by: _____

Title: _____

Title: _____

Date: _____

Date: _____



Limited Warranty Terms and Conditions - RXV and TXT Fleet Vehicles

The E-Z-GO Division of Textron Inc. ("Company") provides that any new Model Year 2015 E-Z-GO RXV Fleet and TXT Fleet gasoline or electric vehicle (the "Vehicles") and/or battery charger purchased from E-Z-GO, an E-Z-GO affiliate, or an authorized E-Z-GO dealer or distributor, or leased from a leasing company approved by E-Z-GO, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to E-Z-GO no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 years
MAJOR ELECTRONICS – Electric motor, solid state speed controller and battery charger	4 years
DEEP CYCLE BATTERY – TXT ELECTRIC MODELS: <ul style="list-style-type: none"> • Standard Battery • Standard Battery with optional water fill system 	Earlier of 4 years or 23,500 amp hours* Earlier of 4 years or 25,000 amp hours*
DEEP CYCLE BATTERY – RXV ELECTRIC MODELS:	Earlier of 4 years or 25,000 amp hours*
PEDAL GROUP - Pedal assemblies, brake assemblies, brake cables and motor brake	4 years
SEATS - Seat bottom, seat back and hip restraints	4 years
CANOPY SYSTEM - Canopy and canopy struts	4 years
POWERTRAIN – Gasoline engine, gasoline and electric axle, starter generator, air intake and exhaust system	3 years
BODY GROUP – Front and rear cowl, side panels and instrument panel	3 years
OTHER ELECTRICAL COMPONENTS – Solenoid, limit switches, voltage regulator, F&R switch, charger cord and charger receptacle	3 years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO, and all components not specified elsewhere	2 years
* Added electrical components not part of original Vehicle drive system equipment that consume equal to or more than .4 amps shall reduce the amp hour battery warranty by fifteen percent (15%). Added electrical components not part of original Vehicle drive system equipment that consume less than .4 amps shall reduce the amp hour battery warranty by ten percent (10%). See reverse for other battery warranty limitations, conditions and exceptions.	

The Warranty Period for all parts and components of the Vehicle other than Deep Cycle Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Deep Cycle Batteries shall commence on the earliest of the date: (a) of Vehicle delivery to the Purchaser's location, (b) on which the Vehicle is placed in Purchaser-requested storage or (c) that is one (1) year from the date of sale or lease of the Vehicle by E-Z-GO to an authorized E-Z-GO dealer or distributor. Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF E-Z-GO IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to rotation of fleet, proper tire inflation, lack of charging, inadequate battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers or uses extension cords with battery chargers;
- is fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond E-Z-GO specifications;
- shows indications it has been altered or modified in any way from E-Z-GO specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline powered Vehicle without installation of a heavy duty 12V battery; or
- is equipped with non-standard tires not approved by Company.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO WWW.EZGO.COM, OR WRITE TO E-Z-GO DIVISION OF TEXTRON INC., ATTENTION: E-Z-GO CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

E-Z-GO P/N 623505G15

USE OF NON-APPROVED E-Z-GO PARTS AND ACCESSORIES: THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY E-Z-GO, OR WHICH WERE NOT INSTALLED BY E-Z-GO, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that E-Z-GO will, at its sole option, repair or replace any defective parts. If E-Z-GO elects to repair or replace a defective part, E-Z-GO may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of E-Z-GO. This exclusive remedy will not be deemed to have failed of its essential purpose so long as E-Z-GO has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL E-Z-GO BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT E-Z-GO WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. E-Z-GO DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- The amp hour Warranty Period for electric Vehicle batteries is as recorded by the Vehicle's controller.
- To be eligible for this limited battery warranty, the warranty must be activated within forty-five (45) days of delivery of the Vehicle at the following web site - <http://ezgo.smartmanual.biz>. Failure to do so will void the battery warranty. A Purchaser who is unable to log onto the web site should call or write the E-Z-GO Customer Care /Warranty Department using the contact information below or Purchaser's local dealer or distributor within forty-five (45) days of delivery of the Vehicle.
- Claims for battery warranty replacement require specific testing, as specified by the E-Z-GO Customer Care / Warranty Department. E-Z-GO, or an authorized E-Z-GO dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF AN E-Z-GO APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - five (5) air exchanges per hour in the charging facility;
 - if the facility utilizes an electrical energy management system, the timer must be set to have available fourteen (14) hours of electricity; and
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

OTHER E-Z-GO RIGHTS:

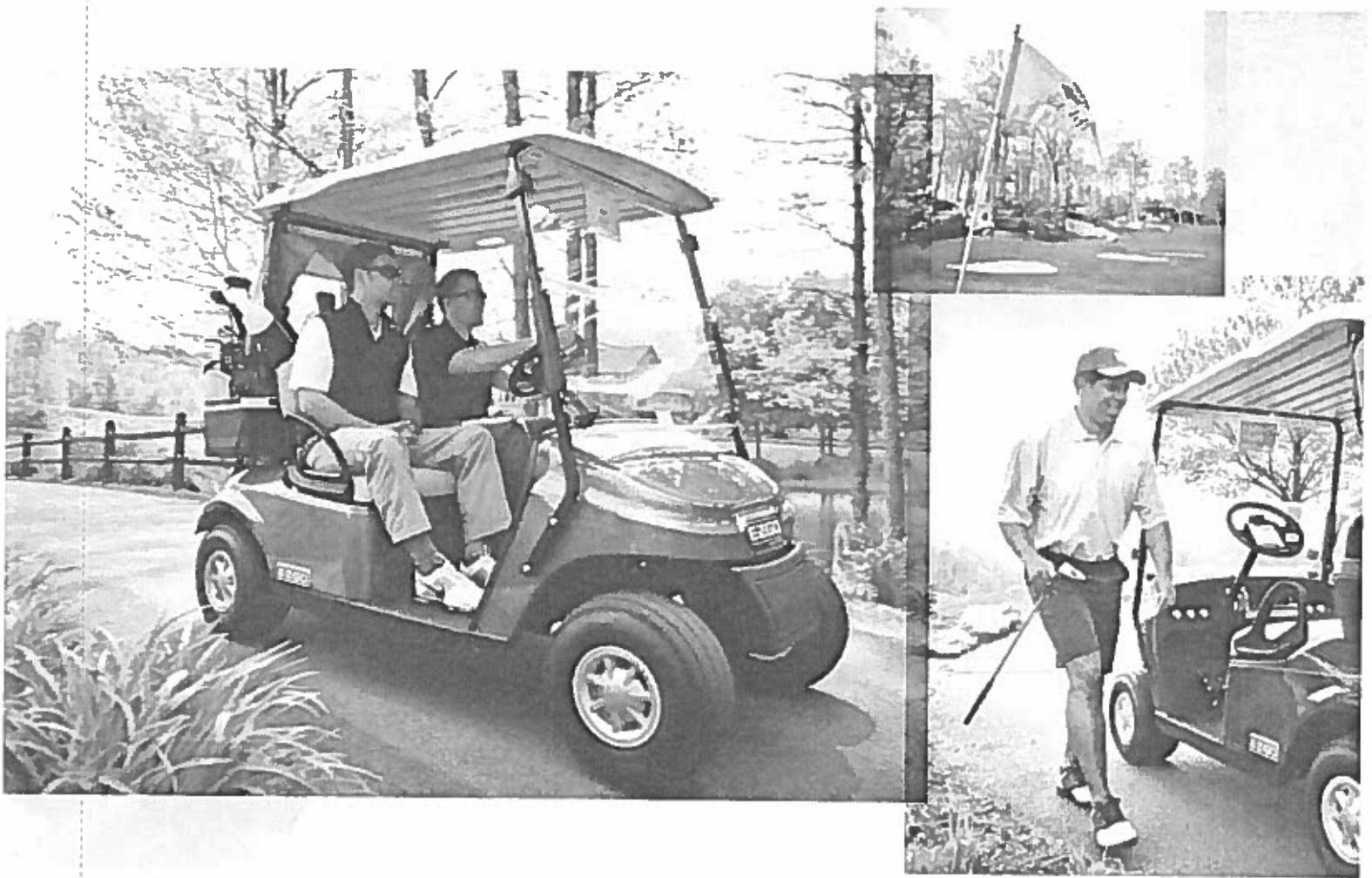
- E-Z-GO may perform semi-annual vehicle inspections (directly or through assigned E-Z-GO representatives) through the term of any fleet lease.
- E-Z-GO may improve, modify or change the design of any E-Z-GO vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- E-Z-GO may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by E-Z-GO representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.
- **THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.**

AUTHORITY: No E-Z-GO employee, dealer, distributor or representative, or any other person, has any authority to bind E-Z-GO beyond the terms of this Limited Warranty without the express written approval of the E-Z-GO Customer Care / Warranty Department.

EMISSIONS CONTROL WARRANTY: The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided separately with the Vehicle.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO WWW.EZGO.COM, OR WRITE TO E-Z-GO DIVISION OF TEXTRON INC., ATTENTION: E-Z-GO CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

E-Z-GO P/N 623505G15



E-Z-GO[®] TXT[®]

TIME-TESTED PERFORMANCE. PROVEN INNOVATION.

Give your golfers a superior experience with the upgraded TXT. Now packaged with even more smart features, only the TXT combines almost two decades of dependable performance with proven innovation securing its spot as the industry's most trusted golf car.



E-Z-GO TXT

Trusted performance is just the beginning. The TXT delivers loads of smart new features to increase convenience and comfort for your golfers, from larger seats and increased dash storage to a USB port for GPS, range finders and smart phones. The redesigned TXT offers more than a new look; it brings a new standard for your golfers.

PROVEN DEPENDABILITY

- ▶ Class leading innovation for almost two decades
- ▶ Best in class 48V DC electric or 13.5 hp gas drivetrain
- ▶ Customizable TruCourse Technology
- ▶ Industry leading battery warranty options
- ▶ Fade-resistant automotive quality paint
- ▶ Durable TPO-construction body

FEATURES CUSTOMERS NOTICE

- ▶ Oversized bagwell
- ▶ Larger seatbacks provide 23% more support
- ▶ Expanded in-dash storage offers 30% more space
- ▶ Wider taller cupholders hold 44% more volume
- ▶ Repositioned ball holders for easy reach
- ▶ Convenient USB port (optional)

SMART DESIGN

- ▶ Updated, modern styling
- ▶ Simplified F-N-R control for easier operation
- ▶ Stronger, redesigned hip restraints
- ▶ Sun canopy with unique drip edge and 25% stronger struts
- ▶ Battery fill system simplifies maintenance (optional)
- ▶ Steel reinforced front and rear bumpers

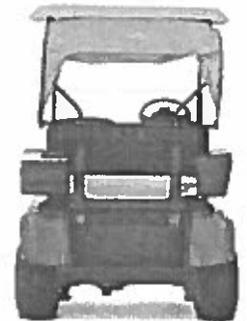


OUR COMMITMENT TO
green

- ▶ Gas-powered model features a 13.5-hp Kawasaki® engine with hemispheric combustion chamber for better fuel economy (exceeds EPA/CARB standards)
- ▶ Electric model features quiet, zero-emissions 48-volt electric drivetrain
- ▶ Foam seating constructed from 100% recycled materials
- ▶ Sloped surface design requires less water when cleaning
- ▶ Repairable seat components minimize landfill usage
- ▶ Utilizes recyclable plastic components
- ▶ Manufactured in ISO 14001-certified facility



FRONT



REAR



	ELECTRIC	GAS
DIMENSIONS		
Overall Length	83.0 in (210 cm)	82.0 in (208 cm)
Overall Width	42.0 in (107 cm)	47.0 in (119 cm)
Overall Height (w/o roof)	46.5 in (118 cm) (top of steering wheel)	48.5 in (119 cm) (top of steering wheel)
Overall Height (w/ roof)	67.5 in (171 cm) (top of sun canopy)	67.5 in (171 cm) (top of sun canopy)
Wheel Base	66.0 in (168 cm)	66.0 in (168 cm)
Front Wheel Track	34.0 in (86 cm)	34.0 in (86 cm)
Rear Wheel Track	36.5 in (93 cm)	38.0 in (97 cm)
Ground Clearance (G-Offset) (at)	4.5 in (11 cm)	4.25 in (10.8 cm)
POWER		
Power Source	48 Volt DC	4-Cycle 24.5 cu in (400cc) Low Emission
Motor Type	N/A	Single Cylinder OHV
Motor Type	Shunt Wound	N/A
Horsepower (kW)	3.0 hp (2.2 kW) Continuous	13.5 hp (10.1 kW) Exceeds SAE J1940 Std
Electrical System	48 Volt	Starter/Generator — Solid State Regulator
Battery (qty/type)	Six 6 Volt Deep Cycle	One 12 Volt Maintenance Free
Key or Pedal Start	Push	Push
Air Cleaner	N/A	Industrial-Rated Dry Filter
Lubrication	N/A	Pre-lubricated Oil System
Oil Filter	N/A	Spin-On
Cooling System	N/A	Air Cooled
Fuel Capacity	N/A	5.5 gallon (21 L)
Battery Charger	48 VDC PowerWash™ GE, UL, & CSA	N/A
Speed Controller	250 Amp Solid State Controller	N/A
Transmission	Motor-Driven Free Drive	Continuously Variable Transmission (CVT)
Transaxle	DTF Axle with Planetary Gears	Differential with Helical Gears
Rear Gear Ratio	Fast Mounted Forward (Neutral Reverse)	Forward-Reverse
Rear Axle Ratio	12.44:1	11.47:1 (Forward) 10.78:1 (Reverse)
Battery Warranty	25,000 cycles (When equipped with single-point external system)	N/A
Key Switch	Unique Group, Unique Individual	Unique Group, Unique Individual
Programmable Golf Modes	Coaster, Max Hill, Stop Hill	N/A
Anti-Lock Brakes	N/A	0, 5, 000 ft, 3, 000-6, 000 ft, 6, 000-10, 000 ft
PERFORMANCE		
Seating Capacity	2 Passenger	2 Passenger
Dry Weight (w/o battery)	557 lb (253 kg)	760 lb (344 kg)
Curb Weight	615 lb (279 kg)	720 lb (326 kg)
Weight Limit Capacity	660 lb (300 kg)	890 lb (403 kg)
Breakin' Coasted Clin	10 ft (3.0 m)	10 ft (3.0 m)
Speed (w/ 60 mph)	10.2 - 14.8 mph (16.4 kph - 23.8 kph)	13.0 mph = 0.5 kph (21.0 kph = 13.0 mph)
Towing Capacity	Three E-Z-GO Golf Cars with Approved Permitted Tow Bar	Three E-Z-GO Golf Cars with Approved Permitted Tow Bar
STEERING & SUSPENSION		
Steering	Self-Compensating Rack and Pinion	Self-Compensating Rack and Pinion
Suspension	Leaf Springs with Hydraulic Shock Absorbers	Leaf Springs with Hydraulic Shock Absorbers
Swivel Socks	Rear Wheel Mechanism Self-Adjusting Drums	Rear Wheel Mechanism Self-Adjusting Drum
Parking Brake	Self-Compensating, Single Point Engagement	Self-Compensating, Single Point Engagement
Tires	18 x 8-10-6 (4 ply rated)	18 x 8-10-6 (4 ply rated)
BODY & CHASSIS		
Frame	Welded Steel with Powder-Coat Protection	Welded Steel with Powder-Coat Protection
Body & Finish	Injection Molding TPO	Injection Molding TPO
Standard Body Color	Ivory N. Forest Green	Ivory or Forest Green
Optional Body Colors	Amoral, Candy Gold, Black, Burgundy, Brush-King Green, Electric Blue, Flame Red, Flame Red, Java Brown, Metallic Charcoal, Ousta Green, Patrol Blue, Platinum Steel Blue, Sunburst Orange, Titanium Color, Ultra Violet	Amoral, Candy Gold, Black, Burgundy, British Racing Green, Electric Blue, Flame Red, Intense Red, Java Brown, Metallic Charcoal, Ousta Green, Patrol Blue, Platinum Steel Blue, Sunburst Orange, Titanium Color (see website)
Standard Seat Color	Charcoal	Cyan
Optional Seat Colors	Tan, Gray (interiors only are available)	Tan, Gray (interiors only are available)
Plumber Colors	Black, Burgundy, Dark Green, Gold, Pewter, Red, White	Black, Burgundy, Dark Green, Gold, Pewter, Red, White



A Textron Company

Features and specifications of vehicles subject to change without notice. Vehicles as photographed may include options not included on base model. ©2014 E-Z-GO Division of Textron Inc. All rights reserved. #22014-018



BWGD-MANAGEMENT, INC.

MEMO

TO: MIKE CZYMBOR, CITY MANAGER
MATT REYNOLDS, FINANCE DIRECTOR

FROM: BWGD-MANAGEMENT, INC.
BOBBY WEED
CHRIS MONTI

REGARDING: E-Z-GO CART LEASE

DATE: JANUARY 8, 2014

Core Findings

1. The total value represented by the E-Z-GO proposal is very consistent with what is being paid by other municipalities in the marketplace and is favorable in several metrics. The favorability of the proposal is especially true considering the small fleet size at Palatka, which limits access to fleet volume discounts.
2. The average monthly payment proposed, per cart, is \$66.50 per cart, which is below the current FY2015 budget for the cart lease (\$67.26 per cart).
3. There is some goodwill value with E-Z-GO. The current carts have performed, service is reliable and we have a good relationship with Eric Keister, their sales representative.
4. We do not endorse a conversion from electric to gas.
5. We believe that owning the carts outright is not a good fit for our situation. There will be higher monthly costs on the front end and higher risk in securing sufficient value when re-selling the carts or trading them in.

Background

In June of 2015, the existing E-Z-GO cart lease will expire. At four years old, the carts are beginning to show typical signs of age, wear and tear. Batteries no longer hold a sufficient charge, brakes and steering have become less responsive.

Palatka Golf Club utilizes a fleet of only 54 cars, a reduction from a more typical fleet size of 72-80. This value-engineering step allows PGC to minimize monthly cart lease costs, but requires the carts remain in reliable service. During our busiest months, we must 'turn' a certain percentage of carts, sending them out for a 2 rounds each day without recharging. We have also supplemented the fleet with additional, temporary carts at a cost of \$1,750 per year.

The current fleet has been on property for 48 months. 80% of E-Z-GO's cart leases rollover in a 36-42 month time period. The ability of the batteries to hold a charge diminishes as the carts age. In addition, many carts experience the normal decline of functionality related to aging— poor brakes and unresponsive steering being the main concerns. Given our reduced fleet size and expanding play, managing these issues is critical as the same number of rounds are distributed over fewer carts. From the beginning of the lease, we have reduced the maximum speed each cart can achieve and have rotated parts and batteries as required.

These strategies are no longer effective enough. Currently, there are 13 carts out of reliable service due to need for battery replacement. While these carts meet the standard to turn them in for full trade-in value, they aren't able to service rounds.

Carts are a key part of the customer experience (and our highest revenue line item after green fees, accounting for 16% of overall revenue). Currently, we are turning away rounds and leaving customers dissatisfied, but battery replacement at \$100 ea with 6 batteries per cart cannot be justified with such a short life until the end of the lease.

Entering our heaviest play season, BWGD believed that renewing the lease early would enhance the customer experience and improve these cart management issues. As the City of Palatka was part of the National IPA program, we communicated directly with E-Z-GO directly, in order to understand the terms of delivering new carts expeditiously through the NIPA master agreement instead of the longer time horizon of the RFP process.

Following receipt of this proposal, we received feedback from the City that this memo will address, specifically:

1. How does the E-Z-GO proposal compare with what other municipalities are paying for their cart leases?
2. Should the City consider Gas vs. Electric carts and is there a cost difference in procurement, operation and maintenance?
3. Should the City consider purchasing the carts outright vs. a lease with a large balloon payment?

NIPA Pricing vs. marketplace

The marketplace for cart leases is very developed. EZ-GO, Club Car and Yamaha are the main vendors, competing in nearly every marketplace. They each have good familiarity with each other and pricing exists within a fairly narrow range.

There are a number of existing municipal cart leases and purchase agreements in Florida. Every situation has variables specific to it and that impact how vendors price each line item. For example, vendors might move money into or out of certain line items to position their proposals differently. These variables include:

1. Fleet size (and resulting volume discounts)
2. Purchase price
3. Trade-in value of existing fleet
4. Buy-out cost of an existing fleet (if a lease)
5. Specification of the cart & its equipment
6. Lease term
7. Lease interest rate

E-Z-GO proposed a beginning total lease value to the City of \$4,361 per cart with a trade-in value for each cart in the current fleet of \$1,600. Of this trade-in value, \$224 will be transferred to reduce the purchase price, and the remaining \$1,376 will be used to buy-out the existing lease. This results in a new purchase price of \$4,137 per cart and \$1,376 in trade-value per cart.

In addition, there is a \$9,126 NIPA rebate for parts and equipment that is part of the proposal. We can use this rebate toward cart repair items and temporary cart rental

costs that we already incur. These totaled just under \$3,000 in FY2014. At this rate of expenditure we will utilize the full value of the rebate within the lease term.

Applying the rebate value per cart results in an additional \$169 toward each cart. Consequently, the total leased value/purchase price to the City of Palatka is net of **\$3,968 per cart, with a net trade value of \$1,376 per cart.** E-Z-GO proposes a municipal finance rate of 3.95% through PNC and the average monthly payment per cart over the life of the lease is \$66.50.

Attached is a spreadsheet that compares this pricing with other municipalities in the market place.

Gas vs. Electric

We do not endorse a conversion from electric carts to gas carts. Based on our specific situation, we don't see a positive benefit to the cost of ownership or the customer experience. Specifically:

1. Gas carts are generally utilized by facilities with severe topography that require the power of gas, or those without the infrastructure to charge carts indoor. Very few facilities make a conscious choice to select gas carts without having a practical requirement to do so.
2. Electric carts are quieter with less noise, no smell and are seen as a 'greener' option. Electric carts are perceived as a better experience by golfers and have a smoother ride. Over 80% of EZ-GO's carts fleets in operation in Florida are electric.
3. Electric carts are typically less expensive to purchase and operate. EZ-GO's NIPA pricing for gas carts is \$200 per cart more than electric. Cost of operation for gas is more volatile, tracking fuel prices vs. the greater stability of electrical costs. When gas falls below \$2/gallon, the operating cost of gas becomes lower that of electric.
4. Gas carts are more expensive to maintain, requiring regular oil changes and oil/air/fuel filter changes at roughly \$40 per cart per occurrence. Further, the infrastructure at Palatka does not facilitate easy maintenance of gas carts. Consider:

- a. PGC's cart personnel can handle the normal, routine preventative maintenance of electric carts (filling with water). Gas cart maintenance will require use of our mechanic and mechanic's area at the shop. Carts will have to be towed to the maintenance facility and back, a very labor and coordination intensive task.
- b. There will be sunk costs incurred by the City related to the existing chargers and electrical components that will no longer be used.
- c. A large gas tank will need to be placed and serviced near the cart barn, with obvious ramifications to customer 'first-impression' and theft potential with fuel near the road.
- d. Indoor storage ventilation/fire code issues related to the storage of gas carts in the existing cart barn are not known.

Lease vs. Own

The monthly cost to purchase the cart fleet would be significantly higher than the current lease payment. We view carts as a somewhat disposable part of the operation and a critical item for a good customer experience. Accordingly, we believe an ever-revolving fleet that keeps monthly costs to the lowest level will keep customers excited and energized and is the strategy that best fits our situation.

To make an ownership strategy work, the City would have to sell its owned carts back into the marketplace at a price point greater than the expected trade-in value to a manufacturer. All three manufacturers have used cart divisions that are responsible for reselling fleets coming off-lease at profit. It seems to us that the ability of a single municipality to compete successfully in this arena and secure a price higher than the trade-in offered by the manufacturer would be a difficult endeavor.

EZ-GO estimates that 80% of its Florida fleet is on a lease term of 5 years or less, with most rollovers occurring within 36-42 months. While the evidence is anecdotal, carts seem to be manufactured around this rollover term. Carts are not 'built to last' like a piece of maintenance equipment. Problems often appear at the year 4 mark, much like we are experiencing. Part of a successful ownership strategy would likely involve holding the carts for longer than 4 years in order to recoup the cost of purchasing them, which

brings with it the higher maintenance costs and greater liability from failing components.

The maintenance dynamic of owning carts versus leasing them is much more intensive. The condition standard to secure trade-in value (cart must have the ability to self-propel onto the truck) is very well established and much lower than the usable, reliable condition a prospective buyer would demand. We spent only \$1,267 last year in cart maintenance thanks to proactive steps to reduce the operating speed of the carts, rotating batteries, etc. However, we likely would be much more proactive – at a cost - in our efforts to keep the entire fleet up to grade if the carts were not being turned in on a certain timeline under a certain standard.

City	Vendor	Date	Fleet Size	Price per cart	Trade value	Lease Term	Interest Rate	Monthly, per cart	Notes/Differences
Palatka	E-Z-GO	2015	54	\$ 3,968	\$ 1,376	54	3.95%	\$ 66.50	Price incorporates full utilization of NIPA rebate value
Tallahassee	E-Z-GO	2013	110	\$ 3,979	\$ 1,180	purchase			Winning bid. Double fleet size = greater volume discount, no sand buckets, which are in PGC proposal; 1+ year old pricing
	Club Car	2013	110	\$ 4,105	\$ 937				
	Yamaha	2013	110	\$ 3,950	\$ 1,048				
St. Johns County	Club Car	2013	80	\$ 3,946	\$ 1,150	purchase			Winning bid
	Yamaha	2013	80	\$ 3,951	\$ 1,100				
	E-Z-GO	2013	80	\$ 3,723	\$ 700				
Bent Creek/JAX	Yamaha	2012	75	\$ 3,900	none	48	not known	\$ 64.50	2+ year old pricing. Some CPI increase is likely necessary for comparison, interest rate may have been lower than current 4.2%
Cape Coral	Yamaha	2015	80	\$ 3,875	none	36	4.20%	\$ 70.00	Larger fleet = greater volume discount
Ft. Myers	Yamaha	2015	154	\$ 3,815	none	36	4.20%	\$ 73.50	Double fleet = greater volume discount

Additional Notes:

Palatka's fleet is the smallest. The volume discount at Palatka for 54 carts is \$411 per cart



January 29, 2015

Lease Number 188014000

City of Palatka
210 North Second Street
Palatka, FL 32177

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease –Purchase Agreement - Please have the Authorized Signor execute the documents and provide their title
Opinion of Counsel - Please have your attorney sign and provide the name of the law firm, if applicable
Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**
Schedule of Payments – Please sign and provide the title of the signor.
- Resolution-Certificate of Incumbency- List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the last signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- IRS Form 8038-G – Please sign, date and include the title of the signor
- Copy of Vendor Invoices – Vendor should send invoices directly to PNC with "Ship To" and "Bill To" in Lessee's name.
- Sales Tax Exemption Certificate – Please return a copy with the documents.
- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.

Please return the documents to PNC Equipment Finance, LLC, Attn: Beth Sandusky 995 Dalton Avenue, Cincinnati, OH 45203 in the postage paid envelope enclosed.

PNC Equipment Finance, LLC, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned by February 28, 2015.

If you have any questions please contact Courtney Goodman at 513-455-2633.

Sincerely,

Beth Sandusky
Documentation Specialist

Lease-Purchase Agreement

Dated as of January 29, 2015
 Lease Number 188014000

Lessor: PNC Equipment Finance, LLC
 995 Dalton Avenue
 Cincinnati, OH 45203

Lessee: LESSEE FULL LEGAL NAME
 City of Palatka
 210 North Second Street
 Palatka, FL 32177

FEDERAL TAX ID
 596000401

Equipment Description See attached Certificate of Acceptance for Equipment Description

Rent Payment Schedule Lease Term is for 54 months, with Rent payments due monthly; quarterly; semi-annual; annually;
 each in the amount set forth in the attached Schedule of Payments.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

- LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
- DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
- UNCONDITIONAL OBLIGATION.** LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.
- DISCLAIMER OF WARRANTIES.** THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS-IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of their warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
- TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. Lessor shall not have a security interest in any of the Equipment under the Uniform Commercial Code of the State of Florida. Nothing in the Lease shall be interpreted or construed as granting Lessor a security interest in or other lien or encumbrance on any Equipment. Notwithstanding anything to the contrary in the Lease, Lessor waives and releases any right that it may have at law or in equity to specific or compulsory performance of any agreement of Lessee to return the Equipment to Lessor, to transfer legal or beneficial title to the Equipment to Lessor or to repossess or foreclose on any Equipment.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, they will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions which occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give ten days advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term Lessee shall purchase all but not less than all of the Equipment for **\$56,700.00** (plus all sales and other applicable taxes).
16. **RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 3, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill their obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this

Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment; (k) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Rent payment to become includible in Lessor's gross income for Federal income taxation purposes under the Internal Revenue Code of 1986, as amended, (the "Code"); (l) Lessee shall maintain a complete and accurate record of all assignments of this Lease in the form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed there under from time to time; (m) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code; such compliance shall include, but not be limited to, the execution of IRS Form 8038-G or 8038-GC; and (n) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. Lessor acknowledges that (a) no Lease will be a general obligation of Lessee, (b) no Lease will be payable from a pledge of ad valorem taxes, and (c) no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.
19. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
20. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
21. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
22. **COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law. Upon 30 days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by the Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.
23. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that is has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
24. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of \$250.00 to cover Lessor's documentation and investigation costs.
25. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
26. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.

As used herein: "Compliance Authority" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

27. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify

Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

- 28. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights Lessee now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
- 29. **SMALL ISSUER STATEMENT.** Lessee hereby certifies to Lessor and its assigns that: a) Lessee designates the Lease as a "Qualified Tax-Exempt Obligation" for the purposes of Section 265(b)(3) of the Code; b) Lessee will own and operate the Equipment in the performance of its public purposes; and the Equipment will not be subject to the use or control of any other entity; c) Lessee will not designate more than Ten Million Dollars (\$10,000,000) of tax-exempt obligations during the current calendar year as "Qualified Tax-Exempt Obligation", Lessee reasonably expects to issue no more than Ten Million Dollars (\$10,000,000) of tax-exempt obligations during the current calendar year; and d) For purposes of Paragraph 3 herein above, the amount of tax-exempt obligations stated as either issued or designated as "Qualified Tax-Exempt Obligations" includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265 (b) (3) (E) of the Code.
- 30. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

City of Palatka
("Lessee")

PNC Equipment Finance, LLC
("Lessor")

X
Authorized Signature

X
Authorized Signature

Print Name

Print Name

Title

Title

Date
210 North Second Street
Palatka, FL 32177

995 Dalton Ave.
Cincinnati OH 45203

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease-Purchase Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Florida.

The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____
Print Name: _____
Law firm: _____

CERTIFICATE OF ACCEPTANCE

Lease Number 188014000

Quantity	Description	Serial No.
54	(54) 2015 E-Z-GO TXT48v Electric Golf Cars Together with all attachments, tooling, accessories, appurtenances and additions thereto	

or see attached Equipment Schedule

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease-Purchase Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 20__ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 20__.

City of Palatka
("Lessee")

X
Authorized Signature

Print Name

Title:

Date

210 North Second Street
Palatka, FL 32177

SCHEDULE OF PAYMENTS

Lease Number 188014000

Attached to and made a part of that certain Lease-Purchase Agreement dated as of January 29, 2015 by and between PNC Equipment Finance, LLC, as Lessor, and City of Palatka, as Lessee.

Rent payments are payable as follows:

Payment Number	Payment Date	Rent Payment	Interest Component	Principal Component	Termination Amount*
1		\$3,396.60	\$606.54	\$2,790.06	\$227,798.51
2		\$3,396.60	\$598.98	\$2,797.62	\$224,916.96
3		\$3,396.60	\$591.41	\$2,805.19	\$222,027.61
4		\$3,396.60	\$583.81	\$2,812.79	\$219,130.44
5		\$3,396.60	\$576.19	\$2,820.41	\$216,225.42
6		\$3,396.60	\$568.55	\$2,828.05	\$213,312.53
7		\$3,396.60	\$560.89	\$2,835.71	\$210,391.74
8		\$3,396.60	\$553.21	\$2,843.39	\$207,463.05
9		\$3,396.60	\$545.51	\$2,851.09	\$204,526.43
10		\$3,396.60	\$537.79	\$2,858.81	\$201,581.86
11		\$3,396.60	\$530.05	\$2,866.55	\$198,629.31
12		\$3,396.60	\$522.29	\$2,874.31	\$195,668.77
13		\$3,450.60	\$514.50	\$2,936.10	\$192,644.59
14		\$3,450.60	\$506.55	\$2,944.05	\$189,612.22
15		\$3,450.60	\$498.58	\$2,952.02	\$186,571.64
16		\$3,450.60	\$490.58	\$2,960.02	\$183,522.81
17		\$3,450.60	\$482.56	\$2,968.04	\$180,465.73
18		\$3,450.60	\$474.53	\$2,976.07	\$177,400.38
19		\$3,450.60	\$466.46	\$2,984.14	\$174,326.72
20		\$3,450.60	\$458.38	\$2,992.22	\$171,244.73
21		\$3,450.60	\$450.28	\$3,000.32	\$168,154.40
22		\$3,450.60	\$442.15	\$3,008.45	\$165,055.70
23		\$3,450.60	\$434.01	\$3,016.59	\$161,948.61
24		\$3,450.60	\$425.84	\$3,024.76	\$158,833.11
25		\$3,504.60	\$417.64	\$3,086.96	\$155,653.54
26		\$3,504.60	\$409.28	\$3,095.32	\$152,465.36
27		\$3,504.60	\$400.90	\$3,103.70	\$149,268.55
28		\$3,504.60	\$392.49	\$3,112.11	\$146,063.07
29		\$3,504.60	\$384.07	\$3,120.53	\$142,848.93
30		\$3,504.60	\$375.61	\$3,128.99	\$139,626.07
31		\$3,504.60	\$367.14	\$3,137.46	\$136,394.48
32		\$3,504.60	\$358.64	\$3,145.96	\$133,154.15
33		\$3,504.60	\$350.12	\$3,154.48	\$129,905.03
34		\$3,504.60	\$341.58	\$3,163.02	\$126,647.12
35		\$3,504.60	\$333.01	\$3,171.59	\$123,380.38
36		\$3,504.60	\$324.42	\$3,180.18	\$120,104.80
37		\$3,558.60	\$315.81	\$3,242.79	\$116,764.72

38		\$3,558.60	\$307.03	\$3,251.57	\$113,415.61
39		\$3,558.60	\$298.22	\$3,260.38	\$110,057.42
40		\$3,558.60	\$289.39	\$3,269.21	\$106,690.13
41		\$3,558.60	\$280.54	\$3,278.06	\$103,313.73
42		\$3,558.60	\$271.66	\$3,286.94	\$99,928.18
43		\$3,558.60	\$262.76	\$3,295.84	\$96,533.46
44		\$3,558.60	\$253.83	\$3,304.77	\$93,129.55
45		\$3,558.60	\$244.88	\$3,313.72	\$89,716.42
46		\$3,558.60	\$235.90	\$3,322.70	\$86,294.04
47		\$3,558.60	\$226.91	\$3,331.69	\$82,862.40
48		\$3,558.60	\$217.88	\$3,340.72	\$79,421.46
49		\$3,612.60	\$208.83	\$3,403.77	\$75,915.57
50		\$3,612.60	\$199.62	\$3,412.98	\$72,400.20
51		\$3,612.60	\$190.37	\$3,422.23	\$68,875.31
52		\$3,612.60	\$181.10	\$3,431.50	\$65,340.86
53		\$3,612.60	\$171.81	\$3,440.79	\$61,796.85
54		\$3,612.60	\$162.49	\$3,450.11	\$58,243.23
55		\$56,700.00	\$153.17	\$56,546.83	\$0.00

*As provided in Section 21 of the Lease-Purchase Agreement.

City of Palatka
("Lessee")

PNC Equipment Finance, LLC
("Lessor")

X

Authorized Signature

By: _____

Print Name

Title _____

Title:

995 Dalton Ave.
Cincinnati OH 45203

210 North Second Street
Palatka, FL 32177

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 188014000

Lessee: City of Palatka

Amount \$223,953.66

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease-Purchase Agreements or lease schedules ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 4. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the fiscal year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES : AUTHORIZED LEASE SIGNORS ONLY

Name	Title	Signature
Name	Title	Signature

ADOPTED AND APPROVED on this _____, 20__.

Section 7. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names. The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.
LESSEE: City of Palatka

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____
Official Title: _____
Date: _____

REQUEST FOR INSURANCE

January 29, 2015
City of Palatka
210 North Second Street
Palatka, FL 32177

RE: Lease #188014000 ("Lease Agreement")

Please complete this form and return it to PNC Equipment Finance, LLC along with a copy of your Certificate of Insurance and Insurance Binder, naming PNC Equipment Finance, LLC as lender loss payee and additional insured, as evidence that you have obtained the necessary insurance as required by your Lease Agreement.

As part of the Lease Agreement, you have agreed to keep in effect an "All Risk (or broad form of)" extended coverage property insurance policy covering the equipment for its full replacement value. You are also required to carry a comprehensive general liability insurance policy or other similar form of third party liability coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in aggregate limits. The property insurance policy shall name PNC Equipment Finance, LLC and its successors and/or assigns (ISAOA) as sole Lender Loss Payee and the general liability insurance policy shall name PNC Equipment Finance, LLC and its successors and/or assigns (ISAOA) as an Additional Insured. In addition, such policies shall have a provision stating that the policy cannot be changed or cancelled without 30 days prior written notice to PNC Equipment Finance, LLC.

If you fail to obtain insurance or provide evidence thereof to us, you agree that we may, but shall not be obligated to, obtain such insurance on your behalf and charge you for all costs and expenses associated therewith. Without limiting the foregoing, you specifically agree that if we obtain insurance on your behalf, you will be required to pay a monthly insurance charge. The monthly insurance charge will include reimbursement for premiums advanced to the insurer, finance charges (which will typically be at a rate higher than the rate used to determine your equipment rental amount), billing and tracking fees, administrative expenses and other related fees. We shall receive a portion of the insurance charges, which may include a profit from such finance, billing, tracking, administrative and other charges.

Please provide the pertinent policy information below in addition to sending PNC Equipment Finance, LLC, copies of the appropriate insurance documents requested above. Thank you for your assistance in this matter.

PLEASE COMPLETE ALL OF THE INFORMATION BELOW.

INSURANCE AGENT INFORMATION:

Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

Lessee: City of Palatka

Print Name: _____

Signature: _____

Title: _____

Date: _____

Insurance Carrier: _____

Policy Number: _____

Effective Date: _____

Expiration Date: _____

Please return this form to:

PNC Equipment Finance, LLC

995 Dalton Avenue

Cincinnati, OH 45203

Attn: _____

Or by Fax: _____



AMENDMENT

This Amendment ("Amendment"), dated and effective as of the 29th day of January, 2015 supplements and is made a part of Lease #188014000 ("Lease") between City of Palatka ("Lessee") and PNC Equipment Finance, LLC ("Lessor").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties agree as follows:

Section 12: Insurance: So long as the end of term in Section 15 is a purchase upon termination, or a Dollar Out, the following terms: "and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured," of this section are hereby deleted from the lease.

All other terms and conditions of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date above written.

City of Palatka

PNC Equipment Finance, LLC

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

*Agenda
Item*

3d



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2015-11-11 declaring vehicles, storage buildings, bicycles, radios and miscellaneous equipment to be surplus property and directing the City Manager to dispose of said surplus property in accordance with City administrative procedures

SUMMARY:

This is a request to declare the following vehicles and other property as surplus items for disposal by sale at auction:

- (1) 1999 Ford Ranger P/U (White), Vin #1FTYR10C6XUB84999; (Cemetery);
- (2) 1999 Dodge 2-dr P/U Truck (White), Vin #187C16X7YHSS551322; (Parks);
- (3) 1999 Ford Explorer (White), Vin #1FMZU32EOXUB98373 (Streets);
- (4) 1998 Ford Explorer (White), Vin #1FMZU32XOXZA47991 (Maintenance);
- (5) 2000 Coat Line Speed Trailer Vin #1C9BA881311611311 (PD)
- (6) 2000 Ford Crown Victoria (Black), Vin #2FAFP71W51X1242)WWTP)
- (7) Two (2) 12' x 20' Handi-House Storage Buildings (Parks Dept)
- (8) 35 Motorola Radios as listed in Exhibit A (not "narrow band capable")
- (9) Nine (9) Bicycles and other miscellaneous Police Property as listed in Exhibit A

RECOMMENDED ACTION:

Adopt the resolution declaring the listed City vehicles and other property to be surplus property and directing the City Manager to dispose of said surplus property in accordance with City administrative procedures

ATTACHMENTS:

Description	Type
Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	1/28/2015 - 4:10 PM
City Clerk	Driggers, Betsy	Approved	1/28/2015 - 4:10 PM
City Manager	Czymbor, Michael	Approved	1/28/2015 - 4:16 PM
Finance	Reynolds, Matt	Approved	1/29/2015 - 3:09 PM
City Clerk	Driggers, Betsy	Approved	1/29/2015 - 3:17 PM

RESOLUTION NO. 2015-11-

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
DECLARING CERTAIN PROPERTY TO BE SURPLUS AND
DIRECTING THE CITY MANAGER TO DISPOSE OF
SURPLUS PROPERTY IN ACCORDANCE WITH CITY
ADMINISTRATIVE PROCEDURES**

WHEREAS, Florida Statute 274.05 provides government units with the authority to classify as surplus any of its property that has not been otherwise lawfully disposed of, that is obsolete, or the continued use of which is uneconomical or inefficient, or which serves no useful function, and to dispose of said property through sale or donation;

WHEREAS, The City of Palatka (the City) owns certain property described as follows:

- (1) 1999 Ford Ranger P/U (White), Vin #1FTYR10C6XUB84999; (Cemetery);
- (2) 1999 Dodge 2-dr P/U Truck (White), Vin #187C16X7YHSS551322; (Parks);
- (3) 1999 Ford Explorer (White), Vin #1FMZU32EOXUB98373 (Streets);
- (4) 1998 Ford Explorer (White), Vin #1FMZU32XOXZA47991 (Maintenance);
- (5) 2000 Coat Line Speed Trailer Vin #1C9BA881311611311 (PD)
- (6) 2000 Ford Crown Victoria (Black), Vin #2FAFP71W51X1242)WWTP)
- (7) Nine (9) Bicycles and other miscellaneous Police Property as listed in Exhibit A, attached hereto and made a part of this Resolution by reference
- (8) 35 Motorola Radios as listed in Exhibit A, attached hereto (not "narrow band capable")

WHEREAS, this property has become obsolete over time; and

WHEREAS, City Staff has recommended that the property be deemed surplus items; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to declare the property described herein to be surplus property for disposal in accordance with administrative procedures.

NOW, THEREFORE, Be it resolved by the City Commission of the City of Palatka, Florida, as follows:

- Section 1: The above recitals are true and correct, and are incorporated herein by reference;
- Section 2: The property described herein and on Exhibit "A" attached hereto and incorporated herein by reference is declared to be surplus property to be disposed of in accordance with administrative procedures;
- Section 3: The City Manager is hereby authorized to dispose of the surplus property in a manner consistent with administrative procedures, and to amend the City's inventory accordingly.

PASSED AND ADOPTED this 12th day of February, 2015, by the City Commission of the City of Palatka, Florida.

PALATKA CITY COMMISSION

By: _____
Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM AND
LEGALITY:**

CITY ATTORNEY

EXHIBIT "A"

Palaika Police Department Surplus Property

Radios

Item	Description	Serial Number	City I/D #
Motorola MaxTrac	Radio	428TXN3877	N/A
Motorola MaxTrac	Radio	428HOL3881	9788
Motorola MaxTrac	Radio	428TYG1611	9786
Motorola MaxTrac	Radio	428TXY0875	N/A
Motorola MaxTrac	Radio	428TYJ3660	9789
Motorola MaxTrac	Radio	428TXQ1512	N/A
Motorola MaxTrac	Radio	428FQA3447	N/A
Motorola HT1000	Radio	402AWC5513	N/A
Motorola HT750	Radio	672HCW2928	N/A
Motorola MaxTrac	Radio	428TXA1580	N/A
Motorola MaxTrac	Radio	428TVQ949	N/A
Motorola MaxTrac	Radio	428AUC1366	N/A
Motorola MaxTrac	Radio	428FNS4834	N/A
Motorola MaxTrac	Radio	428FQA3446	N/A
Motorola MaxTrac	Radio	428TYE3310	N/A
Motorola MaxTrac	Radio	428TXA1577	N/A
Motorola MaxTrac	Radio	428TYG1610	N/A
Motorola MaxTrac	Radio	428TXN3875	N/A
Motorola MaxTrac	Radio	428FNJ1665	9794
Motorola MaxTrac	Radio	428HJQ0004	06184
Motorola MaxTrac	Radio	428TVN3487	N/A
Motorola HT1000	Radio	402AWC5535	N/A
Motorola HT1000	Radio	402AVGA003	N/A
Motorola HT1000	Radio	402AWC5471	N/A
Motorola HT750	Radio	672TAPA666	N/A
Motorola HT1000	Radio	402AUW1550	N/A
Motorola HT1000	Radio	402AWN8755Z	N/A
Motorola HT1000	Radio	402AWC5476	N/A
Motorola HT1000	Radio	402AVGA039	N/A
Motorola HT1000	Radio	402AUY2401Z	N/A
Motorola HT1000	Radio	402AWU1680Z	N/A
Motorola HT1000	Radio	402AWC5475	N/A
Motorola HT1000	Radio	402AWN8745Z	N/A
Motorola HT1000	Radio	402AVGA009	N/A
Motorola HT 1250	Radio	749HEQG601	8675

Bicycles

Make	Model	Serial #	City ID #
GT	LTS4	STFA413	N/A
GT	LTS4	67EA2753	N/A
Jeep	Wrangler	UV02146380	N/A
Jeep	Wrangler	UV02146421	N/A
Jeep	Wrangler	UV02146114	N/A
Jeep	Wrangler	UV02146058	N/A
Raleigh	F500	R915750458	N/A
Raleigh	F500	UNREADABLE	N/A
Raleigh	F100	R9207019	N/A

Miscellaneous

Make	Model	Serial #	City ID #
Tuff Box	Plastic Container	N/A	N/A
Havis Shield	CMC-3000	63005-11	N/A
Havis Shield	CMC-3000	63005-14	N/A

Agenda Item

4



CITY COMMISSION AGENDA ITEM

SUBJECT:

CRA BUSINESS - RESOLUTION 2015-11-12 adopting the Proposed CRA/South TIFF District Residential Rehabilitation Grant Program - Adopt

SUMMARY:

Attached is a proposed program designed to address blighted vacant residential properties in the South Tax Increment District. The South district is faced with a number of vacant properties where the cost to renovate and purchase exceeds the repaired market-value. This program is intended to provide a financial incentive for the restoration/rehabilitation of vacant homes resulting in single-family owner occupied residences.

RECOMMENDED ACTION:

Approve the proposed Residential Rehab Grant Program. Adoption of the Program is scheduled on the 2/12/15 City Commission Agenda.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution
<input type="checkbox"/> Program Documents	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	2/2/2015 - 7:37 AM
City Clerk	Driggers, Betsy	Approved	2/3/2015 - 10:33 AM
City Manager	Czymbor, Michael	Approved	2/3/2015 - 10:46 AM
Finance	Reynolds, Matt	Approved	2/3/2015 - 4:20 PM
City Clerk	Driggers, Betsy	Approved	2/4/2015 - 9:47 AM

RESOLUTION No. 2015-11-

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
ADOPTING THE RESIDENTIAL REHABILITATION GRANT
PROGRAM FOR THE COMMUNITY REDEVELOPMENT
AGENCY'S SOUTH TAX INCREMENT DISTRICT**

WHEREAS, The City of Palatka desires to redevelop Downtown Palatka; and

WHEREAS, the City of Palatka established a Community Redevelopment Area (CRA) by Resolution #4-7, adopted on September 8, 1983 and the redevelopment areas South, Central and North Tax Increment Districts all lie within its bounds; and

WHEREAS, The City of Palatka CRA Plan as amended on December 10, 2009 calls for a alternative economic development programs; and

WHEREAS, The City of Palatka CRA Plan states one of the primary challenges in the South TIFF District is the ability to develop a housing improvement fund or matching grant program that would allow for the shared use of funds, public and private, in the development and/or redevelopment of buildings and structures; and

WHEREAS, on February 12, 2015 the CRA, approved the Residential Rehab Grant Program, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, and recommended the City Commission adopt a resolution approving the program.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, that the Residential Rehab Grant Program, a copy of which is attached hereto as Exhibit "A" is hereby approved and adopted.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 12th day of February, 2015.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY



Residential Rehabilitation Grant Program

The City of Palatka and the Community Redevelopment Agency (hereinafter referred to as “the City”) hereby solicit applications for the Residential Rehabilitation Grant Program for projects located within the South Tax Increment District. The Residential Rehabilitation Grant Program is intended to encourage the rehabilitation/repair of vacant residential properties for single-family owner occupied homes. To be eligible for consideration projects must be located in the South Tax Increment District, advance the goals outlined in the CRA plan and meet other minimum eligibility criteria. Applications are accepted year round and if deemed complete and eligible, will be considered at the next regularly scheduled CRA meeting. The City reserves the right to waive any irregularities submitted, reject any and/or all submittals, accept any submittals deemed to be in the best interest of the City, request additional information, amend the program documents without notice, display and advertise properties receiving incentives and use this program for projects already initiated by the City.

The criteria that the City shall use in evaluating proposals include, but are not limited to;

- quality of the proposed improvements;
- financial capability of the applicant to undertake and complete the work (i.e. approved line of credit or certified financial statement)
- the degree to which the project improves the property value
- level of detail and accurateness of project budget and/or contractor estimates
- project financial and practical feasibility and documentation of financial incentive need;
- furtherance of the goals and objectives in the CRA plan;
- impact on historic resources;
- conformance with Comprehensive Plan; and
- the availability of funds.

To obtain additional information please view the City of Palatka website at www.palatka-fl.gov or contact Jonathan Griffith, Project Manager/Grants Administrator at 386 329 0103 or jcgriffith@palatka-fl.gov.

Residential Rehabilitation Grant Program

I. Program Description

The Residential Rehabilitation Grant Program is intended to encourage the rehabilitation/repair of vacant residential properties for single-family owner occupied homes. Grants may be awarded up to fifty thousand dollars (\$50,000) per property. The owner will have up to one (1) year from the date of execution of the grant agreement to complete the work. The grant program is only applicable to a new work and is not retroactive. Previous work on the property may not be considered as match or for grant funding. A house must be unoccupied at the time of application. If a property owner wishes to restore/rehabilitate their unoccupied property, which is not their primary residence, with the intent to sell, program funding will be applied as a loan which will be returned in full to the South Tax Increment District Fund at closing.

The following covenants will define the use of Tax Increment Funds in a reimbursement method. Reimbursements will be provided up to forty percent (40%) of the total project cost to a maximum of fifty thousand dollars (\$50,000).

The grant recipient will be required to reside on the property and list it as their primary residence. If an owner fails to complete the project or sells the house prior to three (3) years after the date of the Certificate of Occupancy; 100% of the grant funds will be returned to the South Tax Increment District Fund. A lien will be filed on the property with the Putnam County Clerk of Courts. The City Manager and City Attorney will monitor this action to provide for compliance.

Applications are accepted year round and if deemed complete and eligible, will be considered at the next regularly scheduled CRA meeting. The City reserves the right to waive any irregularities submitted, reject any and/or all submittals, accept any submittals deemed to be in the best interest of the City and CRA, request additional information, amend the program documents without notice, display and advertise properties receiving incentives and use this program for projects already initiated by the City.

Upon approval of a grant, the applicant and any affected contractor will be required to sign a Grant Agreement and a Release and Hold Harmless Agreement with the City of Palatka Community Redevelopment Agency, as permitted by the laws of the State of Florida.

II. Eligibility

To be eligible for consideration projects must be located in the South Tax Increment District, advance the goals outlined in the CRA plan and meet other minimum eligibility criteria. For a project to be eligible it must:

- not currently qualify for a Certificate of Occupancy as determined by the Palatka Building Department;
- be located within the South Tax Increment district;
- submit a complete application;
- be unoccupied for a period of six (6) months at the time of application; and

Residential Rehabilitation Grant Program

III. Application Process

- a. Applicants interested in participating in the program must submit a completed and signed application along with supporting documentation to:

City of Palatka Community Redevelopment Agency
Attention: Project Manager / Grants Administrator
201 North Second Street
Palatka, FL 32177

- b. Applications must include:

- contact information (i.e. primary contact, phone, email, mailing address);
- proof of ownership, option to purchase or agent authorization;
- project description including, scope of work, construction estimate, schedule by trade and design plans;
- proof of capital;
- current taxable value per Putnam County Property Appraiser and estimated taxable value at project completion;
- acknowledgement applicant has read and understands grant requirements; and
- other information as requested by staff.

- c. Applications must be received at least four (4) weeks prior to a regularly scheduled CRA Board meeting to be placed on the agenda for consideration.

Applications will be reviewed for completeness and eligibility and submitted to the South Tax Increment District Advisory Committee for public input. The City Manager, Planning Director and Palatka Building Official will then review applications and a final recommendation will be made to City Manager and then the CRA Board. Applications deemed to be incomplete or ineligible will not be considered.

Appeals must be filed with the City of Palatka City Clerk at 201 North Second Street, Palatka, FL 32177 and will be considered at the next regularly scheduled meeting.

IV. Selection Criteria

Projects shall be evaluated on a case by case basis. The criteria that the City shall use in evaluating proposals include, but are not limited to;

- quality of the proposed improvements;
- financial capability of the applicant to undertake and complete the work (i.e. approved line of credit or certified financial statement)
- the degree to which the project improves the property value
- level of detail and accurateness of project budget and/or contractor estimates
- project financial and practical feasibility and documentation of financial incentive need;

Residential Rehabilitation Grant Program

- furtherance of the goals and objectives in the CRA plan;
- impact on historic resources;
- conformance with Comprehensive Plan; and
- the availability of funds.

I hereby acknowledge that I have read, understand and agree to the terms of this document.

Signature

Date

Printed Name

Title

*Agenda
Item*

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CITY COMMISSION AGENDA ITEM

SUBJECT:

BUDGET SUMMARY REPORT - F/Y 2014-2015 through December 31, first quarter - Matt Reynolds, Finance Director

SUMMARY:

See attached budget summary report.

RECOMMENDED ACTION:

No action requested.

ATTACHMENTS:

Description	Type
D Budget Summary Report	Backup Material
D Budget Summary Financials	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Reynolds, Matt	Approved	2/3/2015 - 4:44 PM
City Clerk	Driggers, Betsy	Approved	2/4/2015 - 9:43 AM
City Manager	Czymbor, Michael	Approved	2/4/2015 - 10:25 AM
Finance	Reynolds, Matt	Approved	2/4/2015 - 1:29 PM
City Clerk	Driggers, Betsy	Approved	2/4/2015 - 4:26 PM

October 2014-December 2014

Overall:

This budget report covers the months of October 2014 through December 2014, which is the first of the fiscal year (25.00%). We will continue to present a timely budget report to the commission in the future in order to keep the City Commission informed as to the status of the revenues and expenditures of the City.

General Fund:

Revenues (page 1)

Revenue Sources above 25.00%:

Total Property Taxes were at 78.77% primarily due to the timing of the receipts of property taxes. Property taxes are disbursed by the Putnam County Tax Collector beginning in November and continuing through June, however the vast majority of property taxes are received by the end of February.

Local option taxes are comprised of gas and fuel taxes as well as fire and police state premium money that are contributed to the police and fire pension funds. The total percent for this section was 20.47%, however since the fire and police premium disbursements are not received until August or September, a more accurate percentage for the Local option taxes group would be 26.86%.

Communication Service Taxes were at 28.36% due to higher than anticipated monthly distributions in October and December.

Franchise fees were at 39.73% due to the semi-annual payment of franchise fees in November by Clay Electric which exceeded projections by approximately \$19,000 as well as FPL monthly disbursements exceeding anticipations by approximately \$8,000.

State Shared revenues were slightly above budget at 25.28%. This was primarily due to two quarterly alcoholic beverage tax and gas tax rebate distributions being received in the first quarter. State revenue sharing was slightly below budget at 24.89% as well as sales tax revenue at 23.90%.

Revenue Sources below 25.00%:

Utility Service Taxes were slightly below budget at 24.43% primarily due to utility taxes from gas sales being at 18.03%. This line is seasonal and the distributions that we will receive in the coming second quarter of the fiscal year (January, February and March) will cause this line to exceed budget expectations but as the fiscal year continues the percentage should fall back into the anticipated range. Utility tax from water sales was also below budget at 22.66% which is due to a lower than anticipated amount of billing revenues for water service, which will be discussed further in the Utility Fund discussion below.

Licenses and Permits were at 17.85% due to all three revenue lines in this section (occupational business tax receipts, building permits and building & zoning revenues) being below budget. Occupational business tax receipts was at 14.65% due to the fact that the majority of the occupational business tax renewals are performed in August and September. Building permits were at 18.79%, however the permit payment of \$72,762 for the Putnam County Jail project was received in January which was anticipated to be received by the end of last fiscal year, not this fiscal year. This will cause the permit line to be close to meeting its total anticipated budget for the year. Building and zoning revenues were at 21.38%, however other revenues totaling \$19,780 from the Putnam County Jail project were received in January and will cause this line to exceed budget as well.

State and Federal grants were well below budget at 1.18%, however since grant revenues received are based upon actual expenditures for grant projects, this line being below budget does not adversely affect the operations of the General Fund.

Shared Revenues for Local Units were at 8.37% due to the annual disbursement of \$5,000 for payment in lieu of taxes for the Crestwood Nursing Home property on Palm Ave not being received yet. The other revenue line under this section is the shared revenues from county occupational business tax receipts and it was at 14.35% which is well below budget for this period as well.

Grants from Local Units were at 0.00% due to the only revenue line under this section being HIDTA (High Intensity Drug Trafficking Area), which is a type of Police Overtime reimbursement with a total budget of only \$6,547. This section being under budget does not adversely affect the General Fund due to the fact that these revenues are only received when additional overtime costs are expended for the HIDTA Task Force.

Charges for Services were at 23.12% due to several revenue lines being under budget. These lines include Cemetery Vault sales, St. Johns River Center admission and gift shop sales, Bronson House rentals, and Price Martin Community Center rentals.

Fines and Forfeits were at 19.13% primarily due to Red Light Camera Fines being well below budget at 17.70%. This revenue stream will continue to be monitored and adjustments will be made if needed. Any adjustments to the revenue will not adversely affect the operations of the General Fund since all of the proceeds are budgeted as reserves. Other substantial revenue lines that were under budget in this section were Court Fines (20.72%) and False Alarm Fines (21.88%).

Miscellaneous Revenues were below budget at 18.96%. There are several lines within this section of revenues that are guaranteed and will be received all at once, such as the FDOT Lighting and Traffic Signal Maintenance funds. These funds, in addition to an NRA grant, have not been received yet which reduce the percentage that is shown for this section of revenues. The only significant revenues that are received daily/monthly and that are below budget are Cemetery Lot sales at 22.47%.

Transfers In were at 16.67% due to the annual contribution of \$300,000 being made in monthly installments of \$50,000. This began in December and will continue through May.

Reimbursements were slightly below budget at 24.23% due to the annual reimbursement for costs associated to operating the three pension funds having not been made yet.

Debt Proceeds were 0.00% due to the purchase of police vehicles not occurring until spring.

We will continue to monitor all revenue lines as the year progresses and will propose any budget amendments to the City Commission as needed.

Expenditures (page 2): The departments that were over the 25.00% mark included the City Commission (28.56%), City Manager's Office (26.60%), Legal Counsel (26.85%), Other Governmental Services (34.91%), Building & Zoning (25.32%) and Parks and Recreation (28.86%). However, the total operating expenses for all departments within the General Fund was under budget at 22.91%.

Airport Fund:

Revenues (page 5): Total operating revenues were at 20.73%. This was primarily due 100 Low Lead fuel Sales at 19.43%, Jet A fuel sales at 22.36% and Hangar Rentals at 22.70%. Other operating revenues below the 25.00% mark were Vending (18.21%), Merchandise Sales (9.25%) and Building Rentals (7.23%).

Other Revenues were also well below budget at 1.91% due to the revenues from the sale of surplus equipment, land and materials (clean fill sand) not occurring yet this year. We are anticipating to receive approximately \$20,000 for the sale of sand (currently \$25,000 budgeted) to the Putnam County Jail project, however there may be other projects that require sand throughout this fiscal year.

Grants were also well below budget at 0.02%, however since the revenues are based upon the expenditures for grant projects this line being below budget does not adversely affect the operations of the Airport.

Expenditures (page 6): Personnel services exceeded the 25.00% mark due to part time personnel being utilized slightly more than what was anticipated during the budget process. Operating expenses were below 25.00% due to the purchase of fuel for resale being below budget.

Utility Fund:

Revenues (page 9): Charges for service were at 22.80% primarily due to water sales being below budget at 22.57%. We are hopeful that this trend in decreased water consumption does not continue at the same pace every quarter throughout this fiscal year. A 2.5% loss in revenue of water sales per quarter, or 10% for the entire year, would result in a loss of approximately \$210,000 in revenues in the Utility Fund which would completely eliminate all reserves and result in the Utility Fund having a negative fund balance which would require a transfer from the General Fund to cover the negative balance.

Sewer service revenue was also below budget, however it was a much smaller amount (24.34%). If this trend were to continue throughout the fiscal year resulting in sewer service revenues being approximately 2.80% below budget, this would mean an additional loss of approximately \$56,000 in revenues to the Utility Fund.

Other Revenues were under budget at 19.44% due to the Communication Tower Lease line being at 10.75%. This due to the payment structure of two of the companies that lease space on the tower who make their payments annually.

Expenditures (page 10): Personnel services for the water plant, water & sewer distribution and administration department were above budget at 28.35%, 25.36% and 26.34%, respectively. Operating expenses in the sewer plant and administration department were also above budget at 26.92% and 33.49% however this was due to equipment maintenance and other large annual payments being made in this quarter.

Total expenditures of the Utility Fund were under budget at 17.85%.

Golf Course Fund:

Revenues (page 11): Operating revenues for the golf course were below budget at 23.08% primarily due to usage fees (20.35%), daily greens fees (21.05%) and cart rentals (13.58%) all being well below budget. Other revenues were well below budget at 16.49% due to lease and utility reimbursement from Corky Bell's not occurring since the grant project has not taken place yet. Transfers In were below budget at 15.52% due to the \$103,312 budgeted transfer from the General Fund that will not take place until the end of the year.

Expenditures (page 12): Operating expenses for both the course maintenance and club house departments exceeded the 25.00% mark and were at 32.86% and 38.63%, respectively.

Sanitation Fund:

Revenues (page 13): Charges for service were only slightly below the 25.00% mark. Other revenues were at 0.31% due to the CNG rebate and sale of surplus equipment which will occur later this fiscal year

Expenditures (page 14): Total expenditures for the sanitation fund were below the 25.00% mark, however personnel services for both the sanitation and garage maintenance departments as well as the operating expenses of the garage maintenance department exceeded 25.00%.

TIF Fund:

Revenues (page 7): Revenues were well above the 25.00% mark due to the County's entire share of the annual property taxes being received. The City's annual distribution will be posted in January.

Expenditures (page 8): The total expenses for the Downtown TIF District was at 36.80% primarily due to the redevelopment incentives line being at 62.20% of total budget. The North and South Historic Districts were both well under the 25.00% mark.

CDBG Fund:

Revenues (page 15): Other revenues were at 29.09%.

Expenditures (page 16): Total expenditures were at 0.00% as there are no budgeted expenses for this fiscal year.

Better Place Fund:

Revenues (page 3): Local Option Taxes were slightly above budget at 26.10%.

State and Federal Grants were at 16.54%. This section of revenues will be adjusted to accurately reflect the total amount of anticipated grant revenues for this fiscal year.

Expenditures (page 4): Debt Service was over budget at 45.09% due to semi-annual payments being made on the various debt obligations being paid from the Better Place Fund. The Grant Matches section was also well above budget at 126.19%, however this section will also be adjusted to correctly reflect the total amount of expenditures that are expected to occur this year.

City of Palatka

GENERAL FUND REVENUES
BUDGET SUMMARY
25.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2014 BUDGET	2014 REV YTD	2015 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL PROPERTY TAXES	3,023,181	2,416,689.74	3,108,172	2,448,287.19	659,884.81	78.77%
	TOTAL LOCAL OPTION TAXES	552,082	109,910.45	579,165	118,563.72	460,601.28	20.47%
	TOTAL UTILITY SERVICE TAXES	1,027,844	247,597.92	1,046,657	255,735.76	790,921.24	24.43%
	TOTAL COMMUNICATION SERV TAXES	302,000	22,398.59	116,400	33,010.66	83,389.34	28.36%
	TOTAL LICENSES/PERMITS	229,000	53,113.21	253,214	45,188.15	208,025.85	17.85%
	TOTAL FRANCHISE FEES	778,262	295,365.13	778,999	309,527.44	469,471.56	39.73%
	TOTAL STATE/FEDERAL GRANTS	148,280	11,954.98	197,605	2,326.40	195,278.60	1.18%
	TOTAL STATE SHARED REVENUES	820,409	196,267.22	813,702	205,743.20	607,958.80	25.28%
	TOTAL GRANTS FROM LOCAL UNITS	6,547	0.00	6,547	0.00	6,547.00	0.00%
	TOTAL SHARED REV LOCAL UNITS	7,600	975.85	12,000	1,004.29	10,995.71	8.37%
	TOTAL CHARGES FOR SERVICES	251,799	42,517.11	232,365	53,723.25	178,641.75	23.12%
	TOTAL FINES & FORFEITS	1,353,236	237,397.20	898,673	171,934.45	726,738.55	19.13%
	TOTAL MISCELLANEOUS REVENUES	259,497	76,273.55	277,821	52,668.57	225,152.43	18.96%
	TOTAL TRANSFERS IN	315,000	0.00	300,000	50,000.00	250,000.00	16.67%
	TOTAL REIMBURSEMENTS	381,000	88,750.02	366,326	88,750.02	277,575.98	24.23%
	TOTAL DEBT PROCEEDS	520,700	74,352.00	382,713	0.00	382,713.00	0.00%
	TOTAL OPERATING REVENUES	9,776,517	3,873,562.97	9,370,359	3,836,463.10	5,533,895.90	40.94%
	TOTAL CASH BALANCE FORWARD	3,241,846	0.00	1,312,267	0.00	1,312,267.00	0.00%
	TOTAL REVENUES	13,018,363	3,873,562.97	10,682,626	3,836,463.10	6,846,162.90	35.91%

City of Palatka

GENERAL FUND EXPENDITURES
BUDGET SUMMARY
25.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2014 BUDGET	2014 EXP YTD	2015 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
PERSONNEL & OPERATING EXPENSES								
	CITY COMMISSION	121,635	32,081.81	135,542	38,707.65	552.00	96,282.35	28.56%
	CITY MANAGER'S OFFICE	224,550	58,419.95	228,482	60,779.80	26,150.93	141,551.27	26.60%
	CITY CLERK'S OFFICE	148,537	41,604.16	161,500	38,657.82	10,963.93	111,878.25	23.94%
	FINANCE DEPARTMENT	289,883	59,980.46	289,191	72,291.69	8,041.26	208,858.05	25.00%
	FACILITIES MAINTENANCE	116,257	15,770.75	116,687	29,006.08	450.00	87,230.92	24.86%
	INFORMATION TECHNOLOGY	208,043	26,008.30	147,634	29,982.70	4,128.90	113,522.40	20.31%
	LEGAL COUNSEL	84,406	9,875.16	58,554	15,722.68	0.00	42,831.32	26.85%
	OTHER GOVT SERVICES	52,304	919.67	37,750	13,177.04	0.00	24,572.96	34.91%
	BUILDING & ZONING	405,269	90,400.69	440,643	111,584.34	2,433.25	315,119.41	25.32%
	POLICE DEPARTMENT	4,874,011	1,161,649.59	4,435,098	951,596.18	431,526.98	3,051,974.84	21.46%
	CODE ENFORCEMENT	61,193	13,122.95	54,102	11,040.81	12.05	43,049.14	20.41%
	FIRE DEPARTMENT	1,925,507	463,233.99	2,123,952	511,694.24	15,058.23	1,597,199.53	24.09%
	STREETS	512,662	113,806.83	540,517	125,057.53	6,226.25	409,233.22	23.14%
	CEMETERY	121,779	28,872.35	165,636	38,840.63	5,878.00	120,917.37	23.45%
	CULTURAL SERVICES	23,952	4,603.09	123,366	17,333.11	2,368.80	103,664.09	14.05%
	BRONSON HOUSE	45,058	8,256.70	0	0.00	0.00	0.00	0.00%
	PARKS AND RECREATION	229,283	52,728.13	168,990	48,768.87	3,358.51	116,862.62	28.86%
	PRICE MARTIN CENTER	21,409	3,347.96	23,144	4,858.99	0.00	18,285.01	20.99%
OPERATING EXPENSES SUBTOTAL		9,465,758	2,184,682.54	9,250,788	2,119,100.16	517,149.09	6,603,032.75	22.91%
TRANSFERS		2,619,013	49,011.69	204,310	0.00	0.00	204,310.00	0.00%
TRANSFERS & OPERATING SUBTOTAL		12,084,769	2,233,694.23	9,455,098	2,119,100.16	517,149.09	6,807,342.75	22.41%
CONTINGENCIES		94,624	0.00	50,494	0.00	0.00	62,800.00	0.00%
RESERVES		838,970	0.00	1,177,034	0.00	0.00	1,177,034.00	0.00%
TOTAL EXPENDITURES		13,018,363	2,233,694.23	10,682,626	2,119,100.16	517,149.09	8,046,376.75	19.84%

City of Palatka

AIRPORT REVENUES
BUDGET SUMMARY
25.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2014 BUDGET	2014 REV YTD	2015 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL GRANTS	178,907	171.00	923,237	171.00	923,066.00	0.02%
	TOTAL OPERATING REVENUES	923,003	154,656.25	921,288	190,937.18	730,350.82	20.73%
	TOTAL OTHER REVENUES	32,000	424.89	35,925	686.78	35,238.22	1.91%
	TOTAL TRANSFERS	199,916	0.00	100,998	0.00	100,998.00	0.00%
	TOTAL DEBT PROCEEDS	0	0.00	0	0.00	0.00	0.00%
	TOTAL CASH BALANCE FORWARD	-209,374	0.00	-136,402	0.00	-136,402.00	0.00%
	TOTAL REVENUES	1,124,452	155,252.14	1,845,046	191,794.96	1,653,251.04	10.40%

City of Palatka

AIRPORT EXPENDITURES
BUDGET SUMMARY
25.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2014 BUDGET	2014 EXP YTD	2013 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL PERSONNEL EXPENSES	147,261	38,274.46	146,919	38,659.79	0.00	108,259.21	26.31%
	TOTAL OPERATING EXPENSES	716,031	82,400.96	721,105	164,259.48	39,822.12	517,021.40	22.78%
	TOTAL CAPITAL EXPENSES	174,540	0.00	942,212	108,692.37	107,299.38	726,220.25	11.54%
	TOTAL DEBT SERVICE	182,486	0.00	171,212	0.00	0.00	171,212.00	0.00%
	TOTAL TRANSFERS, CONTINGENCIES & RESERVES	-95,866	0.00	-136,402	0.00	0.00	-136,402.00	0.00%
	TOTAL EXPENDITURES	1,124,452	120,675.42	1,845,046	311,611.64	147,121.50	1,386,312.86	16.89%

City of Palatka

**WATER FUND REVENUES
BUDGET SUMMARY
25.00 % Yr Complete**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2014 BUDGET	2014 REV YTD	2015 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL GRANTS	235,342	0.00	0	0.00	0.00	0.00%
	TOTAL CHARGES FOR SERVICES	4,491,725	1,085,529.90	4,434,616	1,011,071.07	3,423,544.93	22.80%
	TOTAL OTHER REVENUES	91,533	17,615.46	45,151	8,775.35	36,375.65	19.44%
	TOTAL TRANSFERS IN	0	0.00	0	0.00	0.00	0.00%
	TOTAL CASH BALANCE FORWARD	160,379	0.00	262,108	0.00	262,108.00	0.00%
	TOTAL REVENUES	4,978,979	1,103,145.36	4,741,875	1,019,846.42	3,722,028.58	21.51%

City of Palatka

**WATER FUND EXPENDITURES
BUDGET SUMMARY
25.00 % Yr Complete**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2014 BUDGET	2014 EXP YTD	2015 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL PERSONNEL EXPENSES-WATER	477,088	116,047.98	468,269	132,767.24	0.00	335,501.76	28.35%
	TOTAL OPERATING EXPENSES-WATER	613,536	87,454.58	600,966	107,549.71	27,688.08	465,728.21	17.90%
	TOTAL CAPITAL EXPENSES-WATER	65,500	0.00	72,000	1,690.00	0.00	70,310.00	2.35%
	TOTAL PERSONNEL EXPENSES-SEWER	544,245	132,720.59	560,781	130,051.56	0.00	430,729.44	23.19%
	TOTAL OPERATING EXPENSES-SEWER	368,686	77,611.86	436,703	117,556.92	18,381.37	300,764.71	26.92%
	TOTAL CAPITAL EXPENSES-SEWER	265,560	0.00	15,000	7,015.20	0.00	7,984.80	46.77%
	TOTAL PERSONNEL EXPENSES-W&S	694,160	164,614.36	654,144	165,870.05	0.00	488,273.95	25.36%
	TOTAL OPERATING EXPENSES-W&S	103,955	16,159.67	112,234	23,138.09	3,746.32	85,149.59	20.62%
	TOTAL CAPITAL EXPENSES-W&S	117,050	6,982.48	151,400	32,769.66	10,756.59	109,873.75	21.36%
	TOTAL PERSONNEL EXPENSES-ADMIN	142,227	34,773.78	140,519	37,008.47	0.00	103,510.53	26.34%
	TOTAL OPERATING EXPENSES-ADMIN	95,897	14,828.44	78,131	26,164.91	4,235.59	47,730.50	33.49%
	TOTAL CAPITAL EXPENSES-ADMIN	77,340	0.00	0	0.00	0.00	0.00	0.00%
	TOTAL DEBT SERVICE	814,346	0.00	810,703	0.00	0.00	810,703.00	0.00%
	TOTAL TRANSFERS OUT	261,000	65,000.01	260,000	65,000.01	0.00	194,999.99	25.00%
	TOTAL CONTINGENCIES & RESERVES	338,389	0.00	379,025	0.00	0.00	379,025.00	0.00%
	TOTAL EXPENDITURES	4,978,979	716,193.75	4,741,875	846,581.82	64,807.95	3,830,485.23	17.85%

City of Palatka

GOLF COURSE REVENUES
BUDGET SUMMARY
25.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2014 BUDGET	2014 REV YTD	2015 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL OPERATING REVENUES	713,324	153,997.36	703,025	162,244.53	540,780.47	23.08%
	TOTAL GRANTS	14,168	0.00	200,000	0.00	200,000.00	0.00%
	TOTAL OTHER REVENUES	1,750	47.69	28,216	4,653.83	23,562.17	16.49%
	TOTAL TRANSFERS IN	1,784,603	38,088.75	272,311	42,249.69	230,061.31	15.52%
	TOTAL DEBT PROCEEDS	0	0.00	0	0.00	0.00	0.00%
	TOTAL CASH BALANCE FORWARD	-1,564,588	0.00	-94,758	0.00	-94,758.00	0.00%
	TOTAL REVENUES	949,257	192,133.82	1,108,794	209,148.05	899,645.95	18.86%

City of Palatka

GOLF COURSE EXPENDITURES
BUDGET SUMMARY
25.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2014 BUDGET	2014 EXP YTD	2015 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL PERSONNEL EXPENSES-MAINT	0	0.00	0	0.00	0.00	0.00	0.00%
	TOTAL OPERATING EXPENSES-MAINT	283,275	87,238.64	302,316	89,820.03	9,518.23	202,977.74	32.86%
	TOTAL CAPITAL EXPENSES-MAINTEN	1,500	975.00	26,585	0.00	0.00	26,585.00	0.00%
	TOTAL PERSONNEL-CLUB HOUSE	0	0.00	0	0.00	0.00	0.00	0.00%
	TOTAL OPERATING-CLUB HOUSE	533,370	145,046.22	505,652	148,034.21	47,299.05	310,318.74	38.63%
	TOTAL CAPITAL-CLUB HOUSE	14,168	0.00	200,000	4,015.19	0.00	195,984.81	2.81%
	TOTAL DEBT SERVICE	152,355	0.00	168,999	0.00	0.00	168,999.00	0.00%
	TOTAL TRANSFERS, CONTINGENCIES & RESERVES	-35,411	0.00	-94,758	0.00	0.00	-94,758.00	0.00%
	TOTAL EXPENDITURES	949,257	233,259.86	1,108,794	241,869.43	56,817.28	810,107.29	26.94%

City of Palatka

SANITATION FUND REVENUES
BUDGET SUMMARY
25.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2014 BUDGET	2014 REV YTD	2015 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL CHARGES FOR SERVICE	1,621,641	408,046.22	1,636,508	406,995.38	1,229,512.62	24.87%
	TOTAL OTHER REVENUES	48,300	76.20	49,375	154.13	49,220.87	0.31%
	TOTAL CASH BALANCE FORWARD	81,428	0.00	335,325	0.00	335,325.00	0.00%
	TOTAL REVENUES	1,751,369	408,122.42	2,021,208	407,149.51	1,614,058.49	20.14%

City of Palatka

**SANITATION FUND EXPENDITURES
BUDGET SUMMARY
25.00 % Yr Complete**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2014 BUDGET	2014 EXP YTD	2015 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL PERSONNEL SERVICES-MAINT	166,286	34,743.15	158,152	42,863.39	0.00	115,288.61	27.10%
	TOTAL OPERATING EXPENSES-MAINT	9,861	2,853.67	9,118	2,984.35	0.00	6,133.65	32.73%
	TOTAL CAPITAL EXPENSES-MAINT	10,000	0.00	0	0.00	0.00	0.00	0.00%
	TOTAL PERSONNEL-SANITATION	614,085	138,264.41	572,299	153,641.07	0.00	418,687.93	26.85%
	TOTAL OPERATING-SANITATION	574,492	89,033.36	552,477	118,786.48	62,194.51	371,496.81	21.50%
	TOTAL CAPITAL-SANITATION	261,091	0.00	261,091	0.00	0.00	261,091.00	0.00%
	TOTAL DEBT SERVICE	0	0.00	29,068	14,082.51	0.00	14,985.49	48.45%
	TOTAL TRANSFERS OUT	95,000	23,750.01	95,000	23,750.01	0.00	71,249.99	25.00%
	TOTAL CONTINGENCIES & RESERVES	277,654	0.00	344,003	0.00	0.00	344,003.00	0.00%
	TOTAL EXPENDITURES	2,008,469	288,644.60	2,021,208	356,107.81	62,194.51	1,602,905.68	17.62%

City of Palatka

TIF REVENUES
BUDGET SUMMARY
25.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2014 BUDGET	2014 REV YTD	2015 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL PROPERTY TAXES	379,307	239,184.44	371,962	183,152.02	188,809.98	49.24%
	TOTAL OTHER REVENUES	20,000	0.00	0	0.00	0.00	0.00%
	TOTAL CASH BALANCE FORWARD	358,894	0.00	484,494	0.00	484,494.00	0.00%
	TOTAL REVENUES	758,201	239,184.44	856,456	183,152.02	673,303.98	21.38%

City of Palatka

TIF EXPENDITURES
BUDGET SUMMARY
25.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2014 BUDGET	2014 EXP YTD	2015 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL EXPENSES-DOWNTOWN	290,988	51,817.73	180,471	66,413.15	50,598.61	63,459.24	36.80%
	TOTAL EXPENSES-SOUTH HISTORIC	314,014	0.00	379,571	13,360.33	16,890.00	349,320.67	3.52%
	TOTAL EXPENSES-NORTH HISTORIC	109,927	8,254.66	136,295	334.87	0.00	135,960.13	0.25%
	TOTAL TRANSFERS OUT	166,400	0.00	127,992	0.00	0.00	127,992.00	0.00%
	TOTAL CONTINGENCIES & RESERVES	26,872	0.00	32,127	0.00	0.00	32,127.00	0.00%
	TOTAL EXPENDITURES	908,201	60,072.39	856,456	80,108.35	67,488.61	708,859.04	9.35%

City of Palatka

**CDBG REVENUES
BUDGET SUMMARY
25.00 % Yr Complete**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2014 BUDGET	2014 REV YTD	2015 BUDGET	CURRENT YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL GRANTS	0	0.00	0	0.00	0.00	0.00%
	TOTAL OTHER REVENUES	6	0.96	33	9.60	23.40	29.09%
	TOTAL CASH BALANCE FORWARD	38,107	0.00	38,131	0.00	38,131.00	0.00%
	TOTAL REVENUES	38,113	0.96	38,164	9.60	38,154.40	0.03%

City of Palatka

**CDBG EXPENDITURES
BUDGET SUMMARY
25.00 % Yr Complete**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2014 BUDGET	2014 EXP YTD	2013 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL OPERATING EXPENSES	0	0.00	0	0.00	0.00	0.00	0.00%
	TOTAL CAPITAL EXPENSES	0	0.00	0	0.00	0.00	0.00	0.00%
	TOTAL TRANSFERS OUT	0	0.00	0	0.00	0.00	0.00	0.00%
	TOTAL CONTINGENCIES & RESERVES	38,113	0.00	38,164	0.00	0.00	38,164.00	0.00%
	TOTAL EXPENDITURES	38,113	0.00	38,164	0.00	0.00	38,164.00	0.00%

City of Palatka

BETTER PLACE REVENUES
BUDGET SUMMARY
25.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2014 BUDGET	2014 REV YTD	2015 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL LOCAL OPTION TAXES	695,762	172,607.41	686,390	179,152.04	507,237.96	26.10%
	TOTAL STATE/FEDERAL GRANTS	2,740,040	0.00	1,457,113	240,964.38	1,216,148.62	16.54%
	TOTAL TRANSFERS IN	934,343	0.00	111,592	0.00	111,892.00	0.00%
	TOTAL DEBT PROCEEDS	0	0.00	0	0.00	0.00	0.00%
	TOTAL OPERATING REVENUES	4,370,145	172,607.41	2,255,095	420,116.42	1,834,978.58	18.63%
	TOTAL CASH BALANCE FORWARD	0	0.00	60,650	0.00	60,650.00	0.00%
	TOTAL REVENUES	4,370,145	172,607.41	2,315,745	420,116.42	1,895,628.58	18.14%

City of Palatka

BETTER PLACE EXPENDITURES
BUDGET SUMMARY
25.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2014 BUDGET	2014 EXP YTD	2015 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL OPERATING EXPENSES	58,004	14,501.00	57,497	14,374.25	0.00	43,122.75	25.00%
	TOTAL CAPITAL OUTLAY	838,302	13,878.52	704,500	104,226.71	596,059.20	4,214.09	14.79%
	TOTAL DEBT SERVICE	529,854	165,181.59	371,114	167,352.34	0.00	203,761.66	45.09%
	TOTAL GRANT MATCHES	2,765,167	79,249.58	1,013,635	1,279,086.65	238,894.31	-504,345.96	126.19%
	TOTAL TRANSFERS	152,355	38,088.75	168,999	42,249.69	0.00	126,749.31	25.00%
	TOTAL OPERATING EXPENDITURES	4,343,682	310,899.44	2,315,745	1,607,289.64	834,953.51	-126,498.15	69.41%
	TOTAL RESERVES	189,463	0.00	0	0.00	0.00	0.00	0.00%
	TOTAL EXPENDITURES	4,533,145	310,899.44	2,315,745	1,607,289.64	834,953.51	-126,498.15	69.41%

Agenda
Item

6



CITY COMMISSION AGENDA ITEM

SUBJECT:

CITIZEN REQUESTS - Johnny M. Brown:

1. Compensation for Electrical Boxes on side of E.W. Lawson & Sons Funeral Home
2. Drainage Work on 9th Street/State Highway 20 to keep water out of Funeral Home

SUMMARY:

Mr. Brown has previously brought a request to the City to compensate E. W. Lawson & Sons Funeral Home for the placement of electrical boxes on the outside of his building. Correspondence regarding this matter follows this summary and provides a history on the matter.

Mr. Brown is requesting the City start work on modifications to State Highway 20/9th Street to keep rain water from coming into his building, which is caused by road work done several years ago by FDOT. This is a State highway and this project is listed on the FDOT's 5-year work plan. Currently the status shows this project is in the engineering stages. After engineering is completed, it needs to be funded. The City of Palatka has put this at or near the top of its Legislative Priority List for the past three years and is currently working with FDOT officials to move this up on the priority list. A copy of the latest Legislative Priority List and correspondence with FDOT officials follows this Summary.

RECOMMENDED ACTION:

Discussion for possible action.

ATTACHMENTS:

Description	Type
D Request for Compensation	Backup Material
D Correspondence from Johnny Brown	Cover Memo
D Don Holmes Letter to J. Brown	Backup Material
D FDOT Correspondence	Backup Material
D Requ for Drainage Work and Palatka Legislative Priorities 2015	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	1/26/2015 - 3:53 PM
City Clerk	Driggers, Betsy	Approved	1/26/2015 - 3:53 PM
City Manager	Czybor, Michael	Approved	2/3/2015 - 10:49 AM
Finance	Reynolds, Matt	Approved	2/3/2015 - 4:20 PM
City Clerk	Driggers, Betsy	Approved	2/4/2015 - 11:15 AM

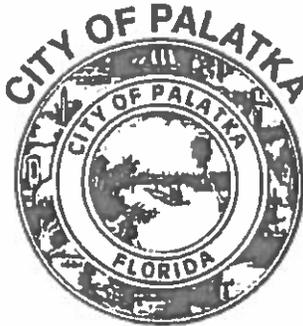
TERRILL L. HILL
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

JAMES A. GRIFFITH
INTERIM 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.

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

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

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

Name of Individual, Organization and/or Group making presentation or request:

E. W. Lawson + Son Funeral Home / Johnny Brown

Address: 109 N 9th St e-mail _____

Daytime Phone (386) 972-9612 Other ph. _____ Fax _____

Requested meeting date: 1/22/15 Meeting date assigned: _____
(For Clerk's Office Use Only)

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

Subject Matter you wish to address: Electrical Box on side of funeral Home.

(attach additional sheet if necessary)

Commission Action Requested, if any: Compensation

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 288.105

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

Maurice
972-9612



ESTABLISHED 1918

E. W. Lawson & Son Funeral Home

Post Office Box 238 Palatka, FL 32178 (886)325-4548

July 30, 2007

City of Palatka
Allen Bush, City Manager
201 North 2nd Street
Palatka, FL 32177

RECEIVED
DEC 05 2012

BY:.....

Dear Mr. Bush:

E. W. Lawson & Son Funeral Home contacted you in March of 2006, by letter, in reference to the electrical boxes which operate the red lights at the intersection of St. Johns Ave. and 9th Streets. These boxes are attached to E. W. Lawson & Son Funeral Home. We have made significant improvements to our building at that time. We gave you the option of moving the electrical boxes or leasing the space at that time. Your response was that you would have someone take a look at it. It has been over a year and we have not received a response from your office. We contacted you prior to making the improvements to the building to minimize the cost and you never contacted us with your intentions. Therefore, we moved ahead with the building improvements.

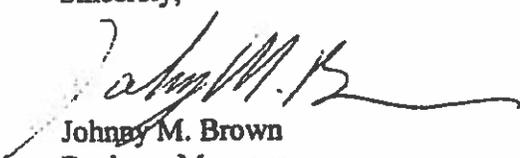
In our communication, you said you would have your people take a look at it and get back with us. Till this date, no one has made contact with us on this matter. These boxes have been attached to our building for over 10 years.

We have learned that there are several cellular companies who pay the city for use of attaching equipment to city property. We feel that we should receive some compensation for maintaining the physical appearance of the city's equipment.

I feel that \$300 per month is a fair price per month. I am also requesting that the \$300 per month be retroactive from March 2006. We have given the city over 10 years of free maintenance.

Please contact us concerning this matter at your earliest convenience. We would like to resolve this matter as soon as possible.

Sincerely,


Johnny M. Brown
Business Manager



CITY COMMISSION AGENDA ITEM

SUBJECT: City-owned Electrical Boxes located on the side of E. W. Lawson & Sons Funeral Home

DEPARTMENT: City Manager's Office

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

SUMMARY: This past December Mr. Johnny Brown of Lawson & Son's Funeral Home delivered a copy of a letter to me dated July 30, 2007, in which he requested reimbursement from the City for the placement of some electrical boxes on this side of his family's business for several years.

Generally, public infrastructure is not placed on private property and if it is, this requires a written recorded agreement as well as an easement to place and maintain the public property. In this case I directed the City staff to consider alternatives for the relocation of these specific electric boxes onto public property.

RECOMMENDED ACTION: Direct City Manager to proceed with relocation of electrical boxes onto public property and begin negotiations to make the necessary repairs to the building where the electrical boxes are now located in order to return the property to its original condition.

DEPARTMENT HEAD Submitted: Michael J. Czymbor Date: 2/4/13
Requested Agenda Regular Date: 2/14/13

FINANCE DEPARTMENT Budgeted ___ Yes ___ No ___ N/A Date: 2/7/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: [Signature] Date: 2/7/13

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

DISTRIBUTION: ___ APT ___ CA ___ CC [X] CM ___ FIN ___ FD ___ P&C ___ PD ___ PLN ___ S&S ___ W&S ___ WTP ___ WWTP



E. W. Lawson & Son Funeral Home

Maintaince/lawn care	\$10 per month (December-March)	\$40
	\$20/ twice a month (april-november)	<u>\$160</u>
Total Maintaince/lawn care per year		\$200
Preasure Washing	per year	\$100
Painting/stucco every three years	(\$350 or \$117 per year)	<u>\$117</u>
Estimated annual cost		\$417.00
1985 to 2013 = 28 years	(28 x \$417.00=)	\$11,676.00

9/24/2013

CONTRACT AND AGREEMENT

BY THIS DOCUMENT, The City of Palatka, whose address is 201 N. 2nd St., Palatka, FL 32177 (hereafter "City") and _____ whose address is 107 S. 9th St., Palatka, FL 32177 (hereafter "Brown"), in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, have this ____ day of _____, 2013, contracted and agreed as follows:

WHEREAS, Brown owns real property and improvements located at _____ within the City upon which Brown conducts lawful business activities; and

WHEREAS, more than ten (10) years prior to the signing of this agreement, Brown allowed the City to locate upon her property certain equipment, ("the equipment") associated with "lighting apparatus" which serves the area surrounding and in the vicinity of Brown's property.

WHEREAS, Brown now desires the removal of the equipment from her property and the City is willing to accomplish said removal at no expense to Brown.

NOW, THEREFORE, in exchange for benefits which each has received from the other, which the parties agree to be good and sufficient, Brown and the City have this ____ day of _____, 2013, contracted, covenanted, and agreed as follows:

1. Brown will allow the City reasonable access to her property for the purpose of removing the equipment. The City shall notify Brown ten (10) days in advance of the date the City desires access to Brown's property for the purposes of removing the equipment and the City shall complete the task of removing the equipment within ____ days of gaining access to Brown's property.
2. All costs and expense associated with removing the equipment and/or re-installing the equipment at a location on property which is not owned by Brown, shall be borne by the City.
3. The City shall make reasonable repairs of any damage to Brown's property, or to the improvements located thereon, caused by the City in either originally installing the equipment and which remains after it is removed, or caused by the removal of the equipment.
4. The City shall release Brown and hold Brown harmless from any injury or damage to persons or property caused by the City in the course of removing the equipment from Brown's property.

In the event the City removes the equipment and otherwise honors the terms of this agreement, Brown shall release and relinquish any claim which Brown might otherwise have asserted against the City and arising from the presence of the equipment upon Brown's property; the installation of the equipment upon Brown's property; or the removal of the equipment from Brown's property.

5. Each of the parties has consulted with an attorney of their independent selection, or has had the opportunity to consult with an attorney of their independent selection and each is signing this agreement freely and voluntarily with the intent to be bound by this agreement.

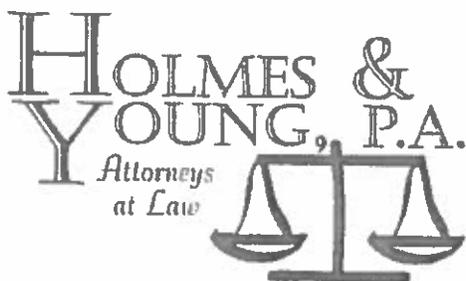
6. In the event any dispute arises from this agreement, the prevailing party shall be entitled to collect from the losing party, all reasonable costs and expenses incurred by the prevailing party, including reasonable attorney fees.

7. In the event of any litigation arising from this agreement, the venue of such proceedings shall be in the Court with appropriate jurisdiction within Putnam County, Florida.

The undersigned have set forth their signatures this ____ day of _____, 2013, as evidence of their intent to be bound by this agreement.

Michael J. Czymbor,
its City Manager

Brown



DONALD E. HOLMES
holmes@holmesandyoung.com

GEORGE A. YOUNG
gyoung@holmesandyoung.com

February 3, 2015

E.W. Lawson & Son
107 S 9th St.
Palatka, FL 32177

Re: City Equipment/E.W. Lawson & Son property

Attn: Mr. Johnny Brown

Dear Mr. Brown:

I am writing this letter on behalf of the City of Palatka and for the purpose of clarifying any misunderstanding which may exist regarding the City's willingness to remove equipment which is attached to/located upon the real estate or building owned by your family/business at 109 S 9th St., Palatka, FL.

The City is ready and able to remove the equipment from your property. This task can be accomplished approximately three (3) weeks after you provide the City with written authorization/permission to enter upon your property for the purpose of the equipment removal.

As you are aware, an agreement pertaining to the removal of the equipment was provided to you for your consideration and signature some months in the past. To date it is my understanding that you have declined to enter into the agreement with the City. It is my understanding that your refusal to enter into the agreement with the City may be related to your request that the City pay you compensation for some or all of the time during which the equipment has remained on your property in the past.

While you may be intent upon "linking" the issue of your request for past compensation with the issue of the removal of the equipment from your property, the City is willing to consider the issues separately. In fact, it the City's position that it has always been willing to consider these issues as separate matters, dating back to the time when you first complained of the location of the equipment upon your property.

Without attempting to rehash any of the past discussions in this matter, it is the City's intent by this letter to **CLEARLY** and **UNEQUIVOCALLY** tender to you the offer to remove the equipment at issue from the side of your building within 3 weeks from the time you sign a document authorizing the City to do so. In authorizing the City to enter upon your property and remove the equipment, the City is not requiring that you use the exact format or wording of the agreement previously submitted to you.

However, the City would require wording in the "authorization" which grants the City permission to enter upon your property and which holds the City harmless for any interruption of business activity or "consequential" damages which could result from the City's entry upon your property. The City would assume responsibility for any damages it inflicts to your property as a result of its direct actions in removing the equipment at issue, and would agree to repair the damages in a fashion which leaves the property in substantially the same condition it enjoyed as of the time of the installation of the equipment, normal wear and tear excepted. The City would require no "release" or "agreement" from you regarding the issue of your claim for compensation for the time the equipment has remained on your property. Neither will the City at this time agree to pay any such compensation. As stated above, the City considers the issue of "compensation" to be a separate issue from the issue of equipment removal.

Put simply, if it is your desire to have the equipment at issue removed from your property, the City is ready, willing, and able to accomplish this within three weeks of the time you provide the authorization referenced above.

In the event you have any questions concerning this letter, please contact me at your convenience. Otherwise, I will look forward to receiving your response.

Sincerely,

Donald E. Holmes, Esq

Cc/Mike Czymbor

DEH/th

Betsy Driggers

From: Bedenbaugh, Nelson [Nelson.Bedenbaugh@dot.state.fl.us]
Sent: Wednesday, August 06, 2014 1:54 PM
To: Jonathan Griffith; Matt Maggiore
Cc: Sayeed, Ameer; Prindiville, Richard
Subject: RE: SR 20 Drainage @ 10am

A Supplemental Agreement has been executed with our Design Consultant to work on final design. A part of this includes updating the potential construction cost for the project. Once the cost is updated we will have to look at funding to determine how to program the necessary work. Based on pavement coring data recently obtained from our Geotechnical Department it appears the roadway will have to be completely rebuilt to create a profile that will get water to new inlets and to help with draining the adjacent properties.

If you have any further questions, please let me know.

Nelson Bedenbaugh, Sr. Project Manager
Florida Department of Transportation
1109 South Marion Avenue * Lake City, FL 32025
Office (386) 961-7538 * Cell (386) 288-6977



From: Jonathan Griffith [mailto:jcggriffith@palatka-fl.gov]
Sent: Monday, August 04, 2014 2:07 PM
To: Matt Maggiore; Bedenbaugh, Nelson
Subject: RE: SR 20 Drainage @ 10am

Matt and Nelson:

What is the status of the plans?

Jonathan C. Griffith

From: Matt Maggiore [mailto:MaggioreM@etminc.com]
Sent: Tuesday, March 25, 2014 4:34 PM
To: Bedenbaugh, Nelson; Jonathan Griffith
Subject: RE: SR 20 Drainage @ 10am

Thank you. I will see you both there.

-Matt

Matt Maggiore, P.E.

Principal / Vice President



Direct: 904-265-3202
Cell: 904-699-1401
Fax: 904-646-9485

Email: MaggioreM@etminc.com

14775 Old Saint Augustine Road, Jacksonville, Florida, 32258

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From: Bedenbaugh, Nelson [<mailto:Nelson.Bedenbaugh@dot.state.fl.us>]
Sent: Tuesday, March 25, 2014 4:31 PM
To: Jonathan Griffith
Cc: Matt Maggiore
Subject: RE: SR 20 Drainage @ 10am

That will work.

Nelson Bedenbaugh, Sr. Project Manager
Florida Department of Transportation
1109 South Marion Avenue * Lake City, FL 32025
Office (386) 961-7538 * Cell (386) 288-6977



From: Jonathan Griffith [<mailto:jcgriffith@palatka-fl.gov>]
Sent: Tuesday, March 25, 2014 4:27 PM
To: Bedenbaugh, Nelson
Subject: RE: SR 20 Drainage @ 10am

Nelson:

Do you want to meet on site at the intersection of St. Johns Avenue and 9th Street?

Jonathan C. Griffith

City of Palatka
201 North Second Street
Palatka, FL 32177
Phone: 386 329 0103 ext 325

www.palatka-fl.gov



—Original Appointment—

From: Jonathan Griffith

Sent: Tuesday, March 25, 2014 4:26 PM

To: 'Bedenbaugh, Nelson'

Subject: Accepted: SR 20 Drainage @ 10am

When: Monday, April 07, 2014 8:30 AM-3:00 PM (GMT-05:00) Eastern Time (US & Canada).

Where: Palatka

Betsy Driggers

From: Matt Maggiore [MaggioreM@etminc.com]
Sent: Tuesday, March 25, 2014 4:34 PM
To: Bedenbaugh, Nelson; Jonathan Griffith
Subject: RE: SR 20 Drainage @ 10am

Thank you. I will see you both there.

-Matt

Matt Maggiore, P.E.

Principal / Vice President



England-Thims & Miller, Inc.

VISION • EXPERIENCE • RESULTS

Direct: 904-265-3202

Cell: 904-699-1401

Fax: 904-646-9485

Email: MaggioreM@etminc.com

14775 Old Saint Augustine Road, Jacksonville, Florida, 32258

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From: Bedenbaugh, Nelson [<mailto:Nelson.Bedenbaugh@dot.state.fl.us>]
Sent: Tuesday, March 25, 2014 4:31 PM
To: Jonathan Griffith
Cc: Matt Maggiore
Subject: RE: SR 20 Drainage @ 10am

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Nelson Bedenbaugh, Sr. Project Manager
Florida Department of Transportation
1109 South Marion Avenue * Lake City, FL 32025
Office (386) 961-7538 * Cell (386) 288-6977



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To: Bedenbaugh, Nelson
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Jonathan C. Griffith

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201 North Second Street
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Subject: Accepted: SR 20 Drainage @ 10am

When: Monday, April 07, 2014 8:30 AM-3:00 PM (GMT-05:00) Eastern Time (US & Canada).

Where: Palatka

Betsy Driggers

From: Walker, Connie [Connie.Walker@dot.state.fl.us]
Sent: Wednesday, August 20, 2014 2:58 PM
To: Jonathan Griffith
Subject: FW: FDOT General Use Permit 2013-K-297-02, S.R. 20 (9th St.), City of Palatka, Florida
Attachments: TOPORD01.dwg; GDTMRD01.dwg

Does this help?

Connie B. Walker

Maintenance Permits Manager | Florida Department of Transportation | St. Augustine Maintenance
(904) 825-5023 - office | (904) 252-8337 - cell | (904) 825-5016 - fax | <mailto:connie.walker@dot.state.fl.us>
Work Hours: Monday - Thursday, 7:00 am - 5:30 pm

From: Bedenbaugh, Nelson
Sent: Wednesday, August 20, 2014 2:57 PM
To: Walker, Connie
Subject: FW: FDOT General Use Permit 2013-K-297-02, S.R. 20 (9th St.), City of Palatka, Florida

We don't have any plans yet, but the existing survey files are attached. Our plan is to basically rebuild this section of SR 20.

Nelson Bedenbaugh, Sr. Project Manager
Florida Department of Transportation
1109 South Marion Avenue * Lake City, FL 32025
Office (386) 961-7538 * Cell (386) 288-6977



From: Matt Maggiore [<mailto:MaggioreM@etminc.com>]
Sent: Wednesday, August 20, 2014 2:41 PM
To: Bedenbaugh, Nelson
Subject: RE: FDOT General Use Permit 2013-K-297-02, S.R. 20 (9th St.), City of Palatka, Florida

Nelson,

Attached is the SR 20 topo file and 3-D triangle file. Please let me know if you need anything further.

-Matt

Matt Maggiore, P.E.

Principal / Vice President



England-Thims & Miller, Inc.
VISION • EXPERIENCE • RESULTS

Direct 904-265-3202
Cell: 904-699-1401
Fax: 904-846-9485
Email MaggioreM@etminc.com

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From: Bedenbaugh, Nelson [<mailto:Nelson.Bedenbaugh@dot.state.fl.us>]
Sent: Wednesday, August 20, 2014 2:11 PM
To: Matt Maggione
Subject: FW: FDOT General Use Permit 2013-K-297-02, S.R. 20 (9th St.), City of Palatka, Florida

Please give me a call. Thanks.

Nelson Bedenbaugh, Sr. Project Manager
Florida Department of Transportation
1109 South Marion Avenue * Lake City, FL 32025
Office (386) 961-7538 * Cell (386) 288-6977



From: Walker, Connie
Sent: Wednesday, August 20, 2014 1:20 PM
To: Bedenbaugh, Nelson
Subject: FW: FDOT General Use Permit 2013-K-297-02, S.R. 20 (9th St.), City of Palatka, Florida

Nelson,

Please see Jonathan's email. Do you have this information?

Connie B. Walker

Maintenance Permits Manager | Florida Department of Transportation | St. Augustine Maintenance
(904) 825-5023 - office | (904) 252-8337 - cell | (904) 825-5016 - fax | <mailto:connie.walker@dot.state.fl.us>
Work Hours: Monday - Thursday, 7:00 am - 5:30 pm

From: Jonathan Griffith [<mailto:jcgriffith@palatka-fl.gov>]
Sent: Wednesday, August 20, 2014 12:15 PM
To: Walker, Connie
Cc: Michael J. Czymbor
Subject: FW: FDOT General Use Permit 2013-K-297-02, S.R. 20 (9th St.), City of Palatka, Florida

Connie:

Have you had a chance to review the attached plan?

Jonathan C. Griffith

From: Jonathan Griffith
Sent: Tuesday, August 12, 2014 9:47 AM
To: 'Walker, Connie'
Subject: RE: FDOT General Use Permit 2013-K-297-02, S.R. 20 (9th St.), City of Palatka, Florida

Connie:

FDOT is currently working on the design work for this corridor and I was hoping to get the survey from Nelson Bedenbaugh to show the curb and sidewalk work, but have not heard back from him. The plan for the building improvements is attached. I can either modify this plan view with the information we have or wait for the survey from Nelson.

On another subject, what is FDOT's preference on the location and installation of the electrical equipment? We might need to meet on site, once I have both plans in to you.

Jonathan C. Griffith

From: Walker, Connie [<mailto:Connie.Walker@dot.state.fl.us>]
Sent: Wednesday, July 09, 2014 1:59 PM
To: Jonathan Griffith; Adamick, George
Cc: Michael J. Czymbor
Subject: RE: FDOT General Use Permit 2013-K-297-02, S.R. 20 (9th St.), City of Palatka, Florida

That has to be on a Construction Agreement. Send me the plans and I will prepare the agreement. I do need to know who will sign the agreement.

Connie B. Walker

Maintenance Permits Manager | Florida Department of Transportation | St. Augustine Maintenance
(904) 825-5023 - office | (904) 252-8337 - cell | (904) 825-5016 - fax | <mailto:connie.walker@dot.state.fl.us>
Work Hours: Monday - Thursday, 7:00 am - 5:30 pm

From: Jonathan Griffith [<mailto:jcgriffith@palatka-fl.gov>]
Sent: Wednesday, July 09, 2014 1:55 PM
To: Walker, Connie; Adamick, George
Cc: Michael J. Czymbor
Subject: RE: FDOT General Use Permit 2013-K-297-02, S.R. 20 (9th St.), City of Palatka, Florida

Connie and George:

We are experiencing drainage problems in this area and I would also like to include the construction of curb in front of this site to convey water down the gutter line to the inlet. The Curb in this area is not present as the road grade has been raised by asphalt overlays without milling. How do I go about getting authorization for that work?

Jonathan C. Griffith

From: Walker, Connie [<mailto:Connie.Walker@dot.state.fl.us>]
Sent: Tuesday, June 24, 2014 8:06 AM
To: Jonathan Griffith; Adamick, George
Cc: Michael J. Czymbor
Subject: RE: FDOT General Use Permit 2013-K-297-02, S.R. 20 (9th St.), City of Palatka, Florida

Tell me again what the electric panel services?

As far as the awnings, those are covered by FAC 14-43. You would need to submit plans with the details of the awning/overhang.

Connie B. Walker

Maintenance Permits Manager | Florida Department of Transportation | St. Augustine Maintenance
(904) 825-5023 - office | (904) 252-8337 - cell | (904) 825-5016 - fax | <mailto:connie.walker@dot.state.fl.us>
Work Hours: Monday - Thursday, 7:00 am - 5:30 pm

From: Jonathan Griffith [<mailto:jcgriffith@palatka-fl.gov>]
Sent: Tuesday, June 24, 2014 7:57 AM
To: Adamick, George
Cc: Walker, Connie; Michael J. Czymbor
Subject: RE: FDOT General Use Permit 2013-K-297-02, S.R. 20 (9th St.), City of Palatka, Florida

George:

It appears we can move forward with the boxes located on 109 N. 9th Street. Is it the Department's desire to have the boxes relocated within the ROW or on private property with an easement? I ask because this property has recently been awarded a façade grant from the Community Redevelopment Agency. The project will involve the installation of a shed awning, painting, and new signage. The removal or treatment of the boxes was made a condition of the grant award. I would prefer not to relocate the boxes within the ROW for aesthetic and safety concerns, but the City defers to the Department on this matter.

I also need to determine what steps need to be taken to gain authorization to erect a shed awning with column supports within the ROW. Please advise as to what permitting procedure the property owner needs to follow.

Sincerely,

Jonathan Griffith

From: Adamick, George [<mailto:George.Adamick@dot.state.fl.us>]
Sent: Friday, October 04, 2013 11:43 AM
To: Michael J. Czymbor
Cc: Walker, Connie; Jonathan Griffith
Subject: FDOT General Use Permit 2013-K-297-02, S.R. 20 (9th St.), City of Palatka, Florida

Mr. Czymbor,

This is the second written attempt to request a status up-date for the above subject permit issued to your office on February 4, 2013.

On or around June 12, 2013, approximately fifteen feet of sidewalk was removed to facilitate the removal of an electrical panel from a funeral home wall and relocate it to within the FDOT rights-of-way on S.R. 20 (9th St.). The area of sidewalk removed was then backfilled with milled asphalt and has remained that way since. Upon requesting a schedule for completion of this project, we received notification on August 14, 2013, that a schedule will be provided once the City has a better indication of the status of a dispute with the funeral owner.

To date, we have not received any word on the status for this project and feel the safety of the public is paramount to the potential savings over a few yards of concrete. It is for this reason we request an immediate notification as to your intent with this project.

Sincerely,

George T. Adamick
Engineering Specialist
Florida Department of Transportation
St. Augustine Maintenance, Permitting
3600 DOT Road, St. Augustine, Fl 32084
(904) 825 - 5018 Fax: (904) 825 - 5030
George.Adamick@dot.state.fl.us

TERRILL L. HILL
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

RUFUS J. BOROM
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

JAMES A. GRIFFITH
INTERIM 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.

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

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

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

Name of Individual, Organization and/or Group making presentation or request:

E.W. Lawson & Son Funeral Home / Johnny Brown

Address: 109 N 9th St e-mail _____

Daytime Phone (386) 972-9612 Other ph. _____ Fax _____

Requested meeting date: 1/22/15 Meeting date assigned: _____

(For Clerk's Office Use Only)

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

Subject Matter you wish to address: promised work to keep water out of building

(attach additional sheet if necessary)

Commission Action Requested, if any: Start Work

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 288 105

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

- Provides ability to convert unused digester tanks for other purposes, such as reclaim water storage or supplemental biological process treatment capability;
- Can become operational in less than 180 days from NTP; and
- Provides environmentally friendly, long-term solution.

In addition, BCR offers to the City opportunity to supplement their CleanB™ System Class B quality biosolids treated material with its NuTerra™ Accelerated Compost System process. This would provide capability to further improve treated biosolids quality to achieve Class A/EQ material that can be recycled for beneficial use as a fertilizer product by 3rd party others. BCR is presently assessing the feasibility of siting a regional compost facility, at its own expense, within the Palatka WWTP site boundaries for this purpose. The BCR commitment to locating its NuTerra™ Accelerated Compost System in Palatka is contingent upon ability of the City to secure financing to construct its CleanB™ System at the WWTP. The additional benefits this supplemental process offers the City includes:

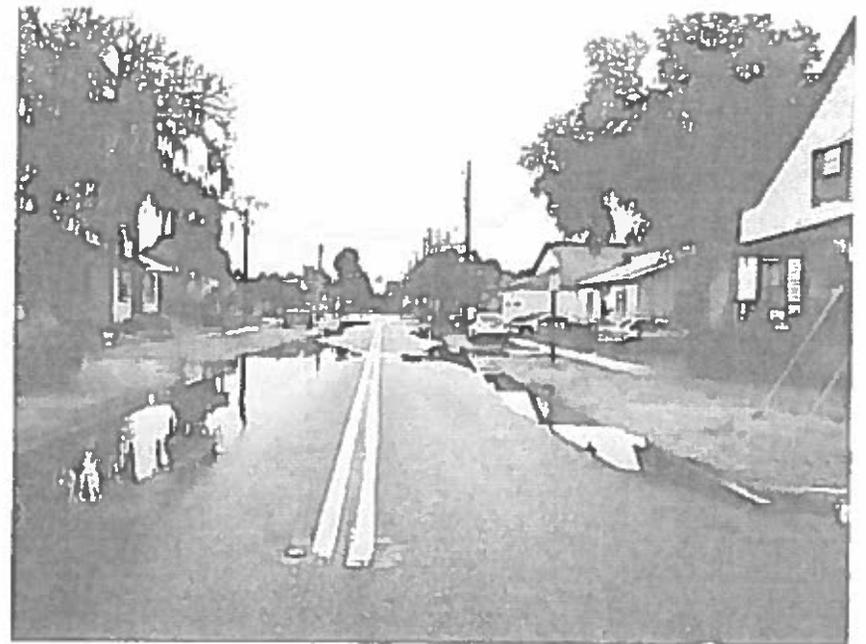
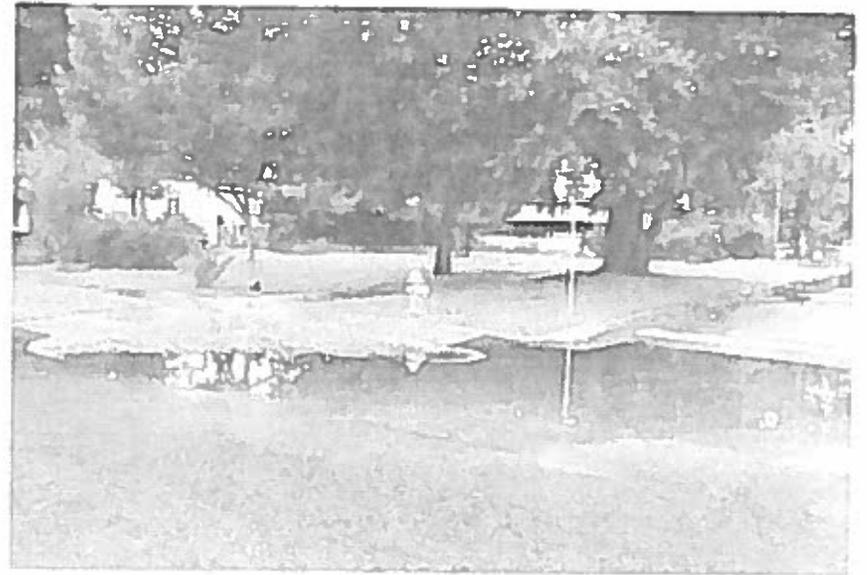
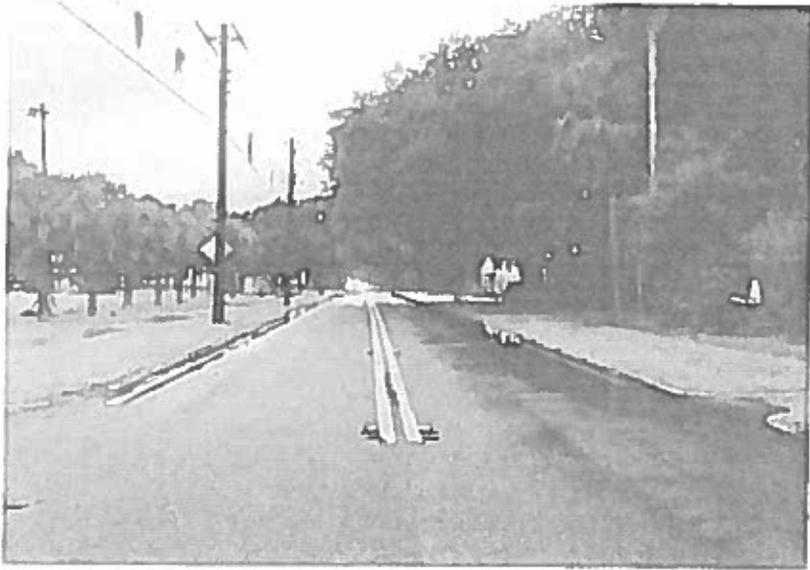
- Sustainable “Green” solution for the City and surrounding regional area;
- Provides beneficial reuse of 2 organic waste streams currently filling Florida Landfills: (1) Biosolids and (2) Yard Wastes;
- Eliminates current stabilized/dewatered biosolids going to Putnam County Landfill;
- Provides ability for City to cease accepting landfill leachate product that at times adversely impacts WWTP process performance and/or final effluent water quality;
- Produces organically bound nutrient material for land for safe and reliable land application – minimizes waterway impacts;
- Reduces City WWTP operating costs by receiving tipping fees from the regional compost facility;
- Provides revenue generation for City in form of regional compost facility host fees; and
- Creates Regional economic and job creation benefits for Palatka area community.

Attached hereto as Exhibit “B” is an overall City WWTP site plan with proposed BCR biosolids treatment and regional composting facilities identified.

2015 Legislative Priorities

- * 2. Amendment of the FDOT 5-year Transportation Plan to expedite preliminary engineering and provide funding for Project #4287971, Drainage Improvements to SR 20 from Osceola Street to SR 100/US17: The City of Palatka requests legislative support to expedite FDOT Project # 4387971 as described. The preliminary engineering is currently scheduled for 2014 and 2015 according to the FDOT 5-year Transportation Plan. There is currently no project funding assigned, as funding estimates are based upon engineering and survey results.

Background/Summary: There are significant drainage issues on SR 20 (9th Street) from US 17 to Osceola Street. There is a limited number of existing drainage inlets/catch basins; coupled with the current elevation of the road, the drainage in this area is severely inadequate. This road has been resurfaced by FDOT on several occasions, but the corresponding drainage issue has not been adequately addressed, and has been further compromised by the repeated resurfacing. Photos showing the flooding in this area are attached and marked as Exhibit “C.” These photos show the standing water following a rain episode. During and following a rainstorm, the homes and business flood due to waves caused by passing cars, and more than one vehicle accident has been attributed in part to this flooding. The City is requesting any assistance in expediting and fast-tracking this project. This area falls within the boundaries of the City’s CRA (Community Redevelopment Area) and the City may be willing to financial participate with FDOT on this project.



Agenda Item

7



CITY COMMISSION AGENDA ITEM

SUBJECT:

PUBLIC HEARING - Planning Board Recommendation to Allow Changing (Electronic) Signs in C-2 & PBG-1 Zoning Districts - Administrative request by Building & Zoning Dept. -- 1st Reading.

SUMMARY:

This is the first reading of an ordinance to allow changing/electronic signs in the C-2 (Intensive Commercial) and PBG-1 (Public Buildings and Grounds) zoning districts. The City Commission previously approved a zoning code text change that defined parameters for such sign types, of which there are around a dozen existing around the City which were mistakenly permitted prior to 2011. The approval intended for a follow-up measure allowing these signs in intensive commercial and public zoning districts.

RECOMMENDED ACTION:

Pass on first reading an ordinance allowing changing signs in the C-2 and PBG-1 zoning districts.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance	Ordinance
<input type="checkbox"/> Ordinance - Clean Copy	Ordinance
<input type="checkbox"/> Staff Report	Backup Material
<input type="checkbox"/> Planning Board draft minutes excerpt	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Crowe, Thad	Approved	1/23/2015 - 11:06 AM
City Clerk	Driggers, Betsy	Approved	1/23/2015 - 3:27 PM
City Manager	Czymbor, Michael	Approved	1/23/2015 - 4:01 PM
Finance	Reynolds, Matt	Approved	1/29/2015 - 3:08 PM
City Clerk	Driggers, Betsy	Approved	1/29/2015 - 3:14 PM

This instrument prepared by:
Thad Crowe, AICP
201 North 2nd Street
Palatka, Florida 32177

Clean Copy

ORDINANCE NO. 15 -

AN ORDINANCE OF THE CITY OF
PALATKA, FLORIDA, ALLOWING
CHANGING (ELECTRONIC) SIGNS IN THE
C-2 (INTENSIVE COMMERCIAL) AND
PBG-1 (PUBLIC BUILDINGS AND
GROUNDS) ZONING DISTRICTS;
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 December 2, 2014, and two public hearings before the City Commission of the City of Palatka on February 12, 2015, and February 26, 2015; and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The following Zoning Code Sections shall be amended as follows.

ZONING CODE ARTICLE V. -

Sec. 94-149. - C-2 intensive commercial district

(a) through (f) - no change

(g) *Permitted signs.* Wall signs, awning signs, bracket signs, banner signs, pole signs, temporary signs, directional signs, ground signs, marquee signs, changing signs, and projecting signs.

Sec. 94-153. - PBG-1 public buildings and grounds district

(a) through (d) - no change

(e) *Permitted signs.* Directional signs, ground signs, changing signs, and wall signs.

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 26th day of February, 2015.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

This instrument prepared by:
Thad Crowe, AICP
201 North 2nd Street
Palatka, Florida 32177

Mark-up copy

ORDINANCE NO. 15 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, ALLOWING CHANGING SIGNS IN THE C-2 (INTENSIVE COMMERCIAL) AND PBG-1 (PUBLIC BUILDINGS AND GROUNDS) ZONING DISTRICTS; 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 December 2, 2014, and two public hearings before the City Commission of the City of Palatka on February 12, 2015, and February 26, 2015; and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The following Zoning Code Sections shall be amended as follows.

ZONING CODE ARTICLE V. -

Sec. 94-149. - C-2 intensive commercial district

(a) through (f) - no change
(g) *Permitted signs.* Wall signs, awning signs, bracket signs, banner signs, pole signs, temporary signs, directional signs, ground signs, marquee signs, changing signs, and projecting signs.

Sec. 94-153. - PBG-1 public buildings and grounds district

(a) through (d) - no change
(e) *Permitted signs.* Directional signs, ground signs, changing signs, and wall signs.

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.

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PASSED AND ADOPTED by the City Commission of the City of Palatka on this 26th day of February, 2015.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

STAFF REPORT

DATE: November 24, 2014
TO: Planning Board Members
FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

A request to amend the Zoning Code to allow changing signs in the C-2 (intensive commercial) zoning district.

APPLICATION BACKGROUND

Zoning Code Sec. 94-149(g) allows the following types of signs in the C-2 zoning district: wall signs, awning signs, bracket signs, banner signs, pole signs, temporary signs, directional signs, ground signs, marquee signs, and projecting signs. However within the C-2 zoning district there are multiple existing changing (electronic) signs that were allowed in error in the past despite not being allowed by code. Additionally, the City Commission directed staff in the past to proceed with amending the code to allow such signs in the C-2 district after making a code change to allow for public service messages (prompted by the County's Emergency Operations Center's changing sign).

PROJECT ANALYSIS

In 2012, the City Commission with the recommended approval of the Board amended the Sign Code to include changing signs, defined below.

Changing sign means a sign such as an electronically or electrically controlled public service time, temperature and date sign, message center or reader board, where different copy changes are shown on the same lamp bank. Changing signs are allowed as permitted in chapter 62 and chapter 94, and shall not exceed 36 square feet in size. Changing signs shall display a message for at least eight seconds. Changing sign light emanation shall not exceed 0.3 footcandles measured from a preset distance that shall be determined by the following formula: Measurement distance = the square root of the following: the area of sign square feet multiplied by 100. Changing signs shall automatically adjust the sign's brightness in direct correlation with ambient light conditions and no scrolling, flashing, or other movement shall be allowed other than change of image. Changing signs not meeting the standards above that were properly permitted prior to February 9, 2012 shall be considered to be legal nonconforming signs and shall be subject to the standards set forth in section 62-95.

These standards were derived with the intention of limiting brightness and driver distraction in general, and to limit potential negative impacts that could be associated with large electronic signs, limited in this case to 36 square feet. The next step as directed by the policy makers was to allow such signs in specific zoning districts, namely the C-2 (intensive commercial) and PBG-1 (public buildings and grounds). Staff itself was distracted by other pressing issues and now wishes to proceed with this change.

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: this housekeeping measure allows a sign type currently denied to businesses in the C-2 district but previously granted to other businesses, therefore providing an unfair advantage. The operational standards referenced above provide reasonable limitations on such signs to reduce driver distraction and aesthetic impacts.

b. The relationship of the proposed amendment to the purposes and objectives of the city's comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this chapter and other city ordinances, regulations and actions designed to implement the comprehensive plan.

Staff comments: The policy below directs the City to monitor signage regulations and, in this case, determine if changing technology compels the City to allow new sign types such as electronic/changing signs. Staff believes that the standards for changing signs provides a reasonable balance for this sign type – allowing it, while somewhat restricting it.

(Future Land Use Element) Policy A.1.1.5 9J-5.006(3)(c)1 Upon Plan adoption, the City Building Official shall review the City Zoning Code to ensure that current signage regulations preserve the character of the City. Where, through citizen participation, it is determined that current signage regulations regarding location, size, height, motion, etc., should be revised, changes to the current regulation shall, be discussed in public hearing and proposed changes considered for adoption by the City Commission. By June 2008, the City shall review the land development regulations to ensure that signage maintains the character of the City and does not adversely impact adjoining properties, public rights-of-way, and the St. Johns River.

STAFF RECOMMENDATION

Staff recommends approval of Case 14-35 revising Zoning Code Section 94-149 (C-2 intensive commercial zoning district) as follows.

(a) through (f) – no change

(g) *Permitted signs.* Wall signs, awning signs, bracket signs, banner signs, pole signs, temporary signs, directional signs, ground signs, marquee signs, changing signs, and projecting signs.

Staff also recommends revising Zoning Code Section 94-153 (public buildings and grounds zoning district) as follows.

(a) through (d) – no change

(e) *Permitted signs.* Directional signs, ground signs, changing signs, and wall signs.



CITY OF PALATKA
PLANNING BOARD DRAFT MINUTES
December 2, 2014

The meeting was called to order by Chairman Daniel Sheffield at 4:00 pm. **Other members present:** Earl Wallace, George DeLoach, Charles Douglas, Jr., Anthony Harwell, Charles Douglas, Jr., Anthony Harwell and Joseph Petrucci (arrived during Case 14-30). **Members absent:** Joe Pickens. **Also present:** Planning Director Thad Crowe, Recording Secretary Pam Sprouse and City Attorney Don Holmes.

Motion was made by Mr. DeLoach and seconded by Mr. Harwell to approve the minutes with minor correction (adding Mr. Pickens as present) for the November 4, 2014 meeting. All present voted affirmative, motion carried unanimously.

Chairman Sheffield read the appeal procedures and requested that members divulge any ex-parte communications before each case.

NEW BUSINESS:

Mr. Douglas and Mr. Harwell recused themselves from voting on case 14-31, however both remained present.

Case 14-31: Board confirmation of nonconforming characteristics of use for parking spaces.
Location: 111 S. State Rd. 19
Applicant: SR19 LLC, David and Jill Miles

Mr. Crowe explained that this request for confirmation of staff's interpretation of nonconforming characteristics of use for a parking lot is associated with the conditional use approval that was granted last month for a mobile medical unit. One of the requirements of the approval was that the parking spaces would be made to conform to the current code requirements. He said that most of the spaces are nine-by-eighteen feet with a few smaller compact size parking spaces along the front of the building facing State Rd. 19. Parking lots are considered to be a characteristic of use, therefore, Staff is making the determination that the parking lot spaces are a grandfathered characteristic of use, and that code compliance for the narrow area up front is not required. Mr. Crowe said that Staff does not have the ability to change a Board decision and is requesting that the Board reconsider and confirm Staff's interpretation that the nine-by-eighteen spaces would be considered a nonconforming characteristic of use, and therefore be allowed to remain. He added that this however would not apply to the existing seven-and-one-half foot by fifteen foot spaces on the site; those would be required to be re-stripped to at least match the existing spaces.

Motion made by Mr. DeLoach and seconded by Mr. Wallace to accept Staff's interpretation as presented. All present voted affirmative, motion carried unanimously.

14-35 Administrative request to allow electronic (changing) signs in C-2 (Intensive Commercial) zoning districts (Zoning Code Sec. 94-149).

Mr. Crowe explained that this is a housekeeping measure intended to accomplish two things: one; to define electronic changing signs and two; to allow those existing “grandfathered” signs that have been permitted in error in the past. The City Commission directed staff to proceed with amending the code to allow such signs in the C-2 and PBG-1 districts. Operational standards now in place will provide reasonable limitations on such signs to reduce driver distraction and aesthetic impacts. The standards proposed for changing signs provides a reasonable balance for this sign type – allowing it while somewhat restricting it. Staff believes this type of sign is most appropriate in the intensive commercial district and the public district, and recommends approval.

Mr. Wallace asked why these signs are even allowed, as he thought they were considered to be a traffic hazard. Mr. Crowe replied that although he did initially not support allowing them, the sign code was amended in 2012 to allow them. He said that the prevailing opinion of Planning Board and the City Commission was that changing signs were a technological advancement in the sign industry and that they should be allowed.

Mr. Harwell asked what the maximum size for these types, how the size is regulated and how is the brightness determined. Mr. Crowe stated that the brightness limit is an industry zoning standard, and the maximum size for this sign type is 36 square feet (a cumulative quantity), and signs are regulated by the Building and Zoning Dept. If it is determined that the signs are in violation of the operational standards, the owner will be advised to correct such violation.

Motion made by Mr. DeLoach and seconded by Mr. Douglas to approve the requested amendment as submitted. Mr. Harwell asked if this allowance included mobile electronic signs and would electronic signs be allowed as temporary signs. Mr. Crowe advised the mobile signs are not allowed which includes those on trailers and that the only temporary signs currently allowed are banners. The motion was approved by 5 yeas and opposed by Mr. Wallace, who stated that just because other jurisdictions allow such signs does not mean that Palatka has to allow them.

Case 14-36: Administrative request to clarify the Comprehensive Plan cap of 18 residential units per acre in the R-3 zoning district (Zoning Code Sec. 94-145).

Mr. Crowe explained that this request is to amend Zoning Code Sec. 94-145(f)(3) to enforce the current Comprehensive Plan density cap of 18 units per acre (UPA) within the Zoning Code, specifically in the R-3 (multiple-family residential) zoning district, striking the R-3 maximum density of 31 units per acre. The 31-UPA standard predates the adopted Comprehensive Plan 18-UPA. He added that the Comprehensive Plan “trumps” the Code and that this request is to help avoid misleading those who consult the Code but not the Plan, leading them to believe that the higher density is allowed. He recommended approval of this housekeeping measure to provide consistency with the Comprehensive Plan density cap and reduce potential confusion with the conflicting standards.

Board discussion centered on the Comprehensive Plan allowance for a localized higher density for downtown zoning districts. This was achieved by a downtown-wide UPA calculation versus a per-parcel UPA calculation.

Motion made by Mr. Petrucci and seconded by Mr. DeLoach to approve the request as presented by Staff. All present voted affirmative, motion carried.

Case 14-37: Administrative request to amend Zoning Code Sec. 94-261(f) to reduce parking space width to nine-by-eighteen feet for non-public parking including display, fleet, and restricted parking areas.

Mr. Crowe advised that staff has previously submitted similar code revisions that the Board had not approved. However the City has historically allowed variances for smaller parking spaces. In one case the Family Dollar at Crill Ave. and Palm Ave. was allowed a variance for over 50% of required parking, and on the basis of an overturned appeal of the Zoning Board of Appeals decision at the City Commission level, the Hampton Inn was granted a variance of parking space size to the smaller spaces as well. He noted that vehicles are trending smaller and also that reduced parking space size allows for more green space and a project cost reduction. He added that there many smaller parking spaces out there already, either installed before or after the code requirement of 10-by-18 feet. He added that staff is responding to a legitimate development constraint and that the proposed amendment is only for gated, fleet and restricted parking lots. It would not apply to any required "public" parking. He introduced Mike Brown, a Senior Planner for Putnam County, present to give the County's perspective on this concept.

Mike Brown, P.O. 1486 Palatka Fl, Planning Manager for Putnam County, said that the County has an interest in this request as they are expanding the jail site. He added that this would allow for some flexibility on the restricted parking and allows them to save on impervious surface and save trees as well, two important goals.

Mr. DeLoach commented that for non-public parking a nine-by-eighteen foot parking space should be sufficient.

Officer Rick Ryan of the Putnam County Sheriff's Office commented that in regards to this particular parking lot, this will be employee parking. He added that as is stands currently, a lot of their staff must park in the public parking lot as they are limited on space. The additional parking lot will free up some parking for the general public parking.

Jonathan Griffith, Project Manager/Grants Administrator for the City of Palatka, stated that Putnam County zoning allows nine-by-eighteen foot spaces. He added that Staff has been before the Board a number of times trying to change the required sized of parking spaces to minimize the size of parking lots. He encouraged the Board to remove "non-public" parking from proposed amendment request.

Mr. Douglas agreed with Mr. Griffith and asked why the proposed amendment specifies non-public parking only. Mr. Crowe explained that since this request has been turned down by this Board multiple times in the past Staff's approach was to find a middle ground approach. Mr. Douglas stated that this concept is currently working in the County now, and it is not only important for the Sheriff's department, but for existing business in the City and potential future developments to be able to provide as many parking spaces as possible for their customers and clients. He commended City Staff for doing a great job trying to attract businesses and suggested that the Board pass the amendment but strike out

all the exception language, allowing nine-by-eighteen foot spaces period. Mr. Holmes stated that would be a problem as that is not what was advertised.

Motion made by Mr. DeLoach and seconded by Mr. Petrucci to approve the amendment as recommended by Staff. All present voted affirmative, motion carried.

Mr. Douglas asked that staff bring this item back to the Board for consideration for the allowance of nine-by-eighteen foot space across the board.

Other Business: Approval of the 2015 meeting date schedule.

January 6, 2015	July 7, 2015
February 3, 2015	August 4, 2015
March 3, 2015	September 1, 2015
April 7, 2015	October 6, 2015
May 5, 2015	November 3, 2015
June 2, 2015	December 1, 2015

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Motion made by Mr. Petrucci and seconded by Mr. Harvell to approve the schedule as presented. All present voted affirmative, motion carried.

With no further business the meeting adjourned at 5:04 pm.

Agenda Item

8



CITY COMMISSION AGENDA ITEM

SUBJECT:

PUBLIC HEARING - Planning Board Recommendation to Cap Residential Density in R-3 (Residential, Multi-Family) - Administrative request by Building & Zoning Dept. - 1st Reading.

SUMMARY:

This is the first reading of an ordinance to echo the Comprehensive Plan Future Land Use Element Residential density cap of 18 units per acre, which "trumps" the state R-3 density of 31 units per acre. It is a "housekeeping" measure.

RECOMMENDED ACTION:

Pass on first reading an ordinance capping density in the R-3 district at 18 units per acre.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance	Ordinance
<input type="checkbox"/> Ordinance (clean copy)	Ordinance
<input type="checkbox"/> Staff Report	Backup Material
<input type="checkbox"/> Planning Board Minutes (draft excerpt)	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Crowe, Thad	Approved	1/23/2015 - 10:52 AM
City Clerk	Driggers, Betsy	Approved	1/23/2015 - 3:24 PM
City Manager	Czymbor, Michael	Approved	1/23/2015 - 3:56 PM
Finance	Reynolds, Matt	Approved	1/29/2015 - 3:10 PM
City Clerk	Driggers, Betsy	Approved	1/29/2015 - 3:18 PM

Clean Copy

ORDINANCE NO. 15 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, CHANGING MAXIMUM DENSITY FROM 31 TO 18 UNITS PER ACRE IN THE R-3 (MULTIPLE-FAMILY) ZONING DISTRICT, AS CAPPED IN THE COMPREHENSIVE PLAN; 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 December 2, 2014, and two public hearings before the City Commission of the City of Palatka on February 12, 2015, and February 26, 2015; and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The following Zoning Code Sections shall be amended as follows.

Sec. 94-145. - Definitions and rules of construction

(a) through (e): no changes

(f) Development standards. Development standards for the R-3 district are as follows:

(1) For single-family dwellings and patio houses: Same as for the R-1 district.

(2) For two-family dwellings, cluster housing and townhouses: Same as for the R-2 district.

(3) For all other permitted or permissible uses:

a. Maximum density: 18.0 dwelling units per acre.

b. Minimum lot area: 7,500 square feet.

c. Minimum lot width: 100 feet.

d. Maximum impervious surface coverage for structures:

1. Fifty-five percent of parcel, with an additional one percent reduction of impervious surface for each foot of structure height exceeding 35 feet.

e. Maximum structure height: 60 feet.

f. Minimum yards:

1. Front: 25 feet or one-half the height of the structure, whichever is greater.

2. Side: Ten feet plus two feet for each three feet of structure height over 35 feet.

3. Rear: 15 feet or one foot for each foot of height of the structure, whichever is greater.

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 26TH day of February, 2015.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

Mark-up COPY

ORDINANCE NO. 15 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, CHANGING MAXIMUM DENSITY FROM 31 TO 18 UNITS PER ACRE IN THE R-3 (MULTIPLE-FAMILY) ZONING DISTRICT, AS CAPPED IN THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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(2) For two-family dwellings, cluster housing and townhouses: Same as for the R-2 district.

(3) For all other permitted or permissible uses:

a. Maximum density: ~~31.0~~ 18.0 dwelling units per acre.

b. Minimum lot area: 7,500 square feet.

c. Minimum lot width: 100 feet.

d. Maximum impervious surface coverage for structures:

1. Fifty-five percent of parcel, with an additional ~~one~~ percent reduction of impervious surface for each foot of structure height exceeding 35 feet.

e. Maximum structure height: 60 feet.

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PASSED AND ADOPTED by the City Commission of the City of Palatka on this 26TH day of February, 2015.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

Request to Amend Zoning Code

(Repeat the Comprehensive Plan cap of 18 residential units per acre in the R-3 zoning district)

Applicant: Building & Zoning Dept.

STAFF REPORT

DATE: November 24, 2014

TO: Planning Board Members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

A request to amend the Zoning Code to repeat current Comprehensive Plan density cap of 18 units per acre in the R-3 (multiple-family residential) zoning district, striking the 31-units per acre standard found in R-3.

APPLICATION BACKGROUND

Zoning Code Sec. 94-145(f)(3) states a maximum density of 31 units per acre. This standard predates the adopted Comprehensive Plan, which set the 18-unit per acre cap for all residential zoning districts. The Plan “trumps” the Code. This is a housekeeping request to avoid misleading those who consult the Code but not the Plan and thus may assume the higher density is allowed.

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: this housekeeping measure provides consistency with the Comprehensive Plan density cap and reduces potential confusion with the conflicting standards.

b. The relationship of the proposed amendment to the purposes and objectives of the city's comprehensive planning program and to the comprehensive plan, with appropriate consideration as to whether the proposed change will further the purposes of this chapter and other city ordinances, regulations and actions designed to implement the comprehensive plan.

Staff comments: Comprehensive Plan Future Land Use Element Policy A.1.9.3.A.1, referencing high-density residential areas, sets the 18-unit per acre standard, which makes the higher Zoning Code density irrelevant.

STAFF RECOMMENDATION

Staff recommends approval of Case 14-36 revising Zoning Code Section 94-261(f)(3)a. as follows.

- a. Maximum density: ~~31.0~~ 18 dwelling units per acre.



CITY OF PALATKA
PLANNING BOARD DRAFT MINUTES
December 2, 2014

The meeting was called to order by Chairman Daniel Sheffield at 4:00 pm. **Other members present:** Earl Wallace, George DeLoach, Charles Douglas, Jr., Anthony Harwell, Charles Douglas, Jr., Anthony Harwell and Joseph Petrucci (arrived during Case 14-30). **Members absent:** Joe Pickens. **Also present:** Planning Director Thad Crowe, Recording Secretary Pam Sprouse and City Attorney Don Holmes.

Motion was made by Mr. DeLoach and seconded by Mr. Harwell to approve the minutes with minor correction (adding Mr. Pickens as present) for the November 4, 2014 meeting. All present voted affirmative, motion carried unanimously.

Chairman Sheffield read the appeal procedures and requested that members divulge any ex-parte communications before each case.

NEW BUSINESS:

Mr. Douglas and Mr. Harwell recused themselves from voting on case 14-31, however both remained present.

Case 14-31: Board confirmation of nonconforming characteristics of use for parking spaces.
Location: 111 S. State Rd. 19
Applicant: SR19 LLC, David and Jill Miles

Mr. Crowe explained that this request for confirmation of staff's interpretation of nonconforming characteristics of use for a parking lot is associated with the conditional use approval that was granted last month for a mobile medical unit. One of the requirements of the approval was that the parking spaces would be made to conform to the current code requirements. He said that most of the spaces are nine-by-eighteen feet with a few smaller compact size parking spaces along the front of the building facing State Rd. 19. Parking lots are considered to be a characteristic of use, therefore, Staff is making the determination that the parking lot spaces are a grandfathered characteristic of use, and that code compliance for the narrow area up front is not required. Mr. Crowe said that Staff does not have the ability to change a Board decision and is requesting that the Board reconsider and confirm Staff's interpretation that the nine-by-eighteen spaces would be considered a nonconforming characteristic of use, and therefore be allowed to remain. He added that this however would not apply to the existing seven-and-one-half foot by fifteen foot spaces on the site; those would be required to be re-stripped to at least match the existing spaces.

Motion made by Mr. DeLoach and seconded by Mr. Wallace to accept Staff's interpretation as presented. All present voted affirmative, motion carried unanimously.

14-35 Administrative request to allow electronic (changing) signs in C-2 (Intensive Commercial) zoning districts (Zoning Code Sec. 94-149).

Mr. Crowe explained that this is a housekeeping measure intended to accomplish two things: one; to define electronic changing signs and two; to allow those existing “grandfathered” signs that have been permitted in error in the past. The City Commission directed staff to proceed with amending the code to allow such signs in the C-2 and PBG-1 districts. Operational standards now in place will provide reasonable limitations on such signs to reduce driver distraction and aesthetic impacts. The standards proposed for changing signs provides a reasonable balance for this sign type – allowing it while somewhat restricting it. Staff believes this type of sign is most appropriate in the intensive commercial district and the public district, and recommends approval.

Mr. Wallace asked why these signs are even allowed, as he thought they were considered to be a traffic hazard. Mr. Crowe replied that although he did initially not support allowing them, the sign code was amended in 2012 to allow them. He said that the prevailing opinion of Planning Board and the City Commission was that changing signs were a technological advancement in the sign industry and that they should be allowed.

Mr. Harwell asked what the maximum size for these types, how the size is regulated and how is the brightness determined. Mr. Crowe stated that the brightness limit is an industry zoning standard, and the maximum size for this sign type is 36 square feet (a cumulative quantity), and signs are regulated by the Building and Zoning Dept. If it is determined that the signs are in violation of the operational standards, the owner will be advised to correct such violation.

Motion made by Mr. DeLoach and seconded by Mr. Douglas to approve the requested amendment as submitted. Mr. Harwell asked if this allowance included mobile electronic signs and would electronic signs be allowed as temporary signs. Mr. Crowe advised the mobile signs are not allowed which includes those on trailers and that the only temporary signs currently allowed are banners. The motion was approved by 5 yeas and opposed by Mr. Wallace, who stated that just because other jurisdictions allow such signs does not mean that Palatka has to allow them.

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Mr. Crowe explained that this request is to amend Zoning Code Sec. 94-145(f)(3) to enforce the current Comprehensive Plan density cap of 18 units per acre (UPA) within the Zoning Code, specifically in the R-3 (multiple-family residential) zoning district, striking the R-3 maximum density of 31 units per acre. The 31-UPA standard predates the adopted Comprehensive Plan 18-UPA. He added that the Comprehensive Plan “trumps” the Code and that this request is to help avoid misleading those who consult the Code but not the Plan, leading them to believe that the higher density is allowed. He recommended approval of this housekeeping measure to provide consistency with the Comprehensive Plan density cap and reduce potential confusion with the conflicting standards.

Board discussion centered on the Comprehensive Plan allowance for a localized higher density for downtown zoning districts. This was achieved by a downtown-wide UPA calculation versus a per-parcel UPA calculation.

Motion made by Mr. Petrucci and seconded by Mr. DeLoach to approve the request as presented by Staff. All present voted affirmative, motion carried.

Case 14-37: Administrative request to amend Zoning Code Sec. 94-261(f) to reduce parking space width to nine-by-eighteen feet for non-public parking including display, fleet, and restricted parking areas.

Mr. Crowe advised that staff has previously submitted similar code revisions that the Board had not approved. However the City has historically allowed variances for smaller parking spaces. In one case the Family Dollar at Crill Ave. and Palm Ave. was allowed a variance for over 50% of required parking, and on the basis of an overturned appeal of the Zoning Board of Appeals decision at the City Commission level, the Hampton Inn was granted a variance of parking space size to the smaller spaces as well. He noted that vehicles are trending smaller and also that reduced parking space size allows for more green space and a project cost reduction. He added that there many smaller parking spaces out there already, either installed before or after the code requirement of 10-by-18 feet. He added that staff is responding to a legitimate development constraint and that the proposed amendment is only for gated, fleet and restricted parking lots. It would not apply to any required "public" parking. He introduced Mike Brown, a Senior Planner for Putnam County, present to give the County's perspective on this concept.

Mike Brown, P.O. 1486 Palatka Fl, Planning Manager for Putnam County, said that the County has an interest in this request as they are expanding the jail site. He added that this would allow for some flexibility on the restricted parking and allows them to save on impervious surface and save trees as well, two important goals.

Mr. DeLoach commented that for non-public parking a nine-by-eighteen foot parking space should be sufficient.

Officer Rick Ryan of the Putnam County Sherriff's Office commented that in regards to this particular parking lot, this will be employee parking. He added that as is stands currently, a lot of their staff must park in the public parking lot as they are limited on space. The additional parking lot will free up some parking for the general public parking.

Jonathan Griffith, Project Manager/Grants Administrator for the City of Palatka, stated that Putnam County zoning allows nine-by-eighteen foot spaces. He added that Staff has been before the Board a number of times trying to change the required sized of parking spaces to minimize the size of parking lots. He encouraged the Board to remove "non-public" parking from proposed amendment request.

Mr. Douglas agreed with Mr. Griffith and asked why the proposed amendment specifies non-public parking only. Mr. Crowe explained that since this request has been turned down by this Board multiple times in the past Staff's approach was to find a middle ground approach. Mr. Douglas stated that this concept is currently working in the County now, and it is not only important for the Sherriff's department, but for existing business in the City and potential future developments to be able to provide as many parking spaces as possible for their customers and clients. He commended City Staff for doing a great job trying to attract businesses and suggested that the Board pass the amendment but strike out all the exception language, allowing nine-by-eighteen feet spaces period. Mr. Holmes stated that would be a problem as that is not what was advertised.

Motion made by Mr. DeLoach and seconded by Mr. Petrucci to approve the amendment as recommended by Staff. All present voted affirmative, motion carried.

Mr. Douglas asked that staff bring this item back to the Board for consideration for the allowance of nine-by-eighteen foot space across the board.

Other Business: Approval of the 2015 meeting date schedule.

January 6, 2015	July 7, 2015
February 3, 2015	August 4, 2015
March 3, 2015	September 1, 2015
April 7, 2015	October 6, 2015
May 5, 2015	November 3, 2015
June 2, 2015	December 1, 2015

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Motion made by Mr. Petrucci and seconded by Mr. Harwell to approve the schedule as presented. All present voted affirmative, motion carried.

With no further business the meeting adjourned at 5:04 pm.

Agenda Item

9



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE - Planning Board Recommendation to amend Municipal Code Chapter 54, Article II, to amend membership, duties and responsibilities of the Palatka Planning Board -- 2nd Reading, Adopt

SUMMARY:

This is 2nd reading of this ordinance for adoption.

At its December meeting the Planning Board voted to make changes to Code regarding the membership, duties and responsibilities of the Planning Board. The changes include eliminating obsolete provisions such as a school board non-voting member (school concurrency was eliminated by the Florida Legislature as a requirement); ex-officio membership for the mayor, city manager, and city attorney; the unnecessary requirement for a secretary position on the Board; and the granting of special powers to the Board including staff work such as mapping, reporting, and working with consultants. The remaining charter concentrates on the core duties of the Board, which are maintaining the Zoning Code and Map, Comprehensive Plan, reviewing development including plats, and providing recommends to the City Commission on land use-related requests.

Another recommended change is to reduce the number of members from nine to seven for consistency with other boards and to improve operation. Because there are now eight members on the Board, this Ordinance reduces the members to eight. When another member drops off or resigns, an ordinance will then be presented to the Commission to further reduce the membership to seven (7), thereby reducing the membership "by attrition."

RECOMMENDED ACTION:

Adopt on second reading an ordinance revising Chapter 54, Article II of the Municipal Code to amend rules governing the City's Planning Board.

ATTACHMENTS:

Description	Type
Ordinance	Ordinance
Ordinance	Ordinance
Planning Board Minutes	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	2/4/2015 - 4:29 PM
City Clerk	Driggers, Betsy	Approved	2/4/2015 - 4:29 PM
City Manager	Czymbor, Michael	Approved	2/5/2015 - 11:26 AM
Finance	Reynolds, Matt	Approved	2/5/2015 - 11:28 AM
City Clerk	Driggers, Betsy	Approved	2/5/2015 - 2:06 PM

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ORDINANCE NO. 15 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING CHAPTER 54, ARTICLE II OF THE PALATKA MUNICIPAL CODE TO REVISE MEMBERSHIP, ORGANIZATION, DUTIES, AND VARIOUS OBSOLETE AND OTHER RULES GOVERNING THE CITY PLANNING BOARD; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the Building and Zoning Department, at the request of the Planning Board, for certain amendments to the Planning 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 October 7, 2014, and two public hearings before the City Commission of the City of Palatka on January 22, 2015, and February 12, 2015; and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. That Article II of Chapter 54 of the Palatka Municipal Code, entitled "City Planning Board," shall be amended in its entirety as shown in Exhibit A, attached hereto and made a part of this Ordinance by reference.

Section 2. That all sections of Chapter 54, Article II of the Palatka Municipal Code shall be renumbered and reorganized accordingly as necessary to accommodate these revisions;

Section 3. 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 4. 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 5. 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 12th day of February, 2015.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

Approved as to form and correctness:

City Attorney

EXHIBIT A:

ARTICLE II: CITY PLANNING BOARD

Sec. 54-31. Established.

There is hereby created a board, to be known as the city planning board, in accordance with the provisions of this article.

(Code 1981, § 14-16)

Sec. 54-32. Membership; ~~ex-officio members.~~

The city planning board shall consist of eight voting members; provided, however, that the city attorney shall advise *members of the city planning Board.*

(Code 1981, § 14-17; Ord. No. 02-33, § 1, 12-12-2002)

Sec. 54-33. Appointment, term and qualifications of members; vacancies; compensation of members.

The members of the city planning board shall be appointed by *majority vote* of the city commission. The members of the board shall serve for three year terms. It is not a necessary qualification for service on the city planning board that the appointee shall be a qualified elector of the city. The members of the board shall not receive compensation for their services.

(Code 1981, § 14-18; Ord. No. 02-33, § 2, 12-12-2002)

Sec. 54-34. Meetings; officers; records.

The members of the city planning board shall meet at least once a month at such time and place as may be set by resolution *of the City Commission.* They shall select one of their number as chairperson and *one as vice-chairperson* and both shall serve for one year, or until their successors are appointed; in case of the absence *of both the chairperson and vice chairperson,* the members of the board shall select a chairperson *pro tem.* Special meetings may be called at any time by the Planning Director and chairperson *or two members,* by written notice served upon each member of the board at least 24 hours before the time specified for the proposed meeting. A majority of the members of the board shall constitute a quorum for the transaction of business. The board shall cause a proper record to be kept of its proceedings.

(Code 1981, § 14-19)

Sec. 54-41. Certain matters to be referred to board before final action by city commission.

- (a) Before taking final action thereon, the following matters shall be referred by the city commission to the city planning board for a recommendation:
- (1) The granting of any utility franchises or privileges.
 - (2) The adoption of any amendment to the comprehensive plan future land use and zoning map.
 - (3) The adoption of any amendment of the zoning ordinance or plan.
 - (4) The annexation of any property.

Sec. 54-43. Employment of board as agent of city for construction of public works.

The city planning board shall not be employed by the city as its agent in the construction of any public work.

(Code 1981, § 14-28)

Sec. 54-46. Authority to prescribe additional regulations.

The city planning board may make rules not contrary to law, to govern its actions in carrying out the provisions of this article.

(Code 1981, § 14-31)

Sec. 54-48. Board designated local planning agency; duties as local planning agency.

- (a) Designation of board. Pursuant to, and in accordance with, F.S. § 163.3174, the city planning board is hereby designated and established as the local planning agency for the city.
- (b) Duties. The local planning agency, in accordance with the Local Government Comprehensive Planning Act of 1975 (F.S. §§ 163.3161-163.3211) shall:
- (1) Conduct the comprehensive planning program and prepare the comprehensive plan or elements or portions thereof for the city;
 - (2) Recommend the comprehensive plan or elements or portions thereof to the city commission for adoption; and
 - (3) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the city commission such changes in the comprehensive plan as may be required from time to time.
- (c) Organization, meetings and procedures. Members of the local planning agency shall continue to be appointed and follow such rules of procedure, methods of choosing officers, setting of public meetings, providing of financial support, and accomplishing its duties as provided in the Charter and this Code.

(d) Meetings and records to be public; public participation.
All meetings of the local planning agency shall be public meetings and all agency records shall be public records. The local planning agency shall encourage public participation.

Se. 54-49. Supplemental nature of article; interpretation of article

This article shall not repeal any other statute relating to the subject matter of this article, or in any way abridge, limit or amend the powers of the city as contained in any section of the Charter or granted the city by the general laws of the state, but shall be deemed to provide a supplemental, additional and alternative method of procedure for the benefit of the city, and shall be liberally construed to effectuate its purpose, and should any part thereof be held invalid, such invalidity shall not operate to defeat the other provisions of this article.

(Code 1981 etc)

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This instrument prepared by:
Thad Crowe, AICP
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 15 -

AN ORDINANCE OF THE CITY OF
PALATKA, FLORIDA, AMENDING VARIOUS
OBSOLETE AND OTHER RULES GOVERNING
THE CITY PLANNING BOARD; PROVIDING
FOR SEVERABILITY AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, application has been made by the Building and Zoning Department, at the request of the Planning Board, for certain amendments to the Planning 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 October 7, 2014, and two public hearings before the City Commission of the City of Palatka on January 22, 2015, and February 12, 2015; and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The following Planning Code Sections shall be amended as shown in Exhibit A, attached.

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 12th day of February, 2015.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

EXHIBIT A:

ARTICLE II: CITY PLANNING BOARD

Sec. 54-31. Established.

There is hereby created a board, to be known as the city planning board, in accordance with the provisions of this article.

(Code 1981, § 14-16)

Sec. 54-32. Membership; ex officio members.

The city planning board shall consist of ~~nine~~ seven voting members ~~and one non-voting member who shall be a Putnam County School District representative,~~ provided, however, that the mayor, city manager, and city attorney shall be advise ~~ex officio~~ members of the city planning board, but without the right to vote in the deliberations of such body.

(Code 1981, § 14-17; Ord. No. 02-33, § 1, 12-12-2002)

Sec. 54-33. Appointment, term and qualifications of members; vacancies; compensation of members.

~~(a) The non-voting school district representative member of the city planning board shall be appointed by the Putnam County District School Board and shall serve at its discretion until a successor is appointed by the Putnam County District School Board. Qualifications, vacancies and compensation of this non-voting school district representative to the city planning board shall be the same as for all voting members of the city planning board.~~

~~(a) The voting members of the city planning board shall be appointed by the mayor by and with the consent of the city commission. The members of the board shall serve for three years. as it may be originally organized shall so classify themselves by lot that one-third of their number, as nearly as possible, shall serve two years, and thereafter, one-third, as nearly as possible of the personnel of the board shall go out of office at the end of each calendar year. Vacancies shall be filled as in the case of original appointments. It is not a necessary qualification for service on the city planning board that the appointee shall be a qualified elector of the city. The members of the board shall not receive compensation for their services.~~

(Code 1981, § 14-18; Ord. No. 02-33, § 2, 12-12-2002)

Sec. 54-34. Meetings; officers; records.

The members of the city planning board shall meet ~~at least once a~~ on the first Tuesday of the month at 4 pm in the City Hall Chambers. ~~at such time and place as they may fix by resolution. They may~~ shall select one of their number as

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chairperson and vice-chairperson and another as secretary, and both shall serve for one year, and until their successors are appointed; in case of their absence the members of the board shall select a chairperson or secretary pro tem, as the case may be. Special meetings may be called at any time by the chairperson or three members, by written notice served upon each member of the board at least 24 hours before the time specified for the proposed meeting. A majority of the members of the board shall constitute a quorum for the transaction of business. The board shall cause a proper record to be kept of its proceedings.

(Code 1981, § 14-19)

~~Sec. 54-35. Recommendation of planning district.~~

~~It shall be the duty of the city planning board to lay out and recommend to the city commission for adoption a planning district, which shall include the corporate area of the city and such contiguous territory as such board may determine.~~

~~(Code 1981, § 14-20)~~

~~Sec. 54-36. Preparation and contents of planning district map.~~

~~(a) The city planning board shall make or cause to be made a map of the planning district, showing the streets, highways and other natural or artificial features therein, also the locations or relocations proposed for any new buildings, civic centers, streets, parkways, boulevards, or other public grounds or improvements, also any proposed widening, extension, closing or relocation of streets or highways, or any change in the plan of the district that it may deem advisable.~~

~~(b) The map may consist of any desired number of sheets, each showing the features, or one or more of the features, of the territory, or any desired portion of the territory to be mapped, all of which sheets shall constitute one map.~~

~~(Code 1981, § 14-21)~~

~~Sec. 54-37. Adoption of planning district map; correction of errors.~~

~~Upon satisfying itself that the planning district map shows the features within the territory to be mapped which by law shall be shown thereon, the city commission shall by ordinance adopt the map as the official map. Thereafter, at any time, the city commission, if and when it is satisfied that there is any error or omission in the map, may by ordinance correct the map. Except for such corrections, if any, the map after it is so adopted shall not be changed except by amendment as provided in this article.~~

~~(Code 1981, § 14-22)~~

~~Sec. 54-38. Amendments to planning district map.~~

~~The city commission may, by ordinance, whenever and as often as it deems it to be for the public interest so to do, amend the planning district map by locating and laying out thereon any new~~

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~~features or by changing thereon the locations and layouts of any existing features by law to be included in the map. Such an amendment shall not in any case operate as the taking or granting of any interest in any property, the fixing of any lines, or the insuguration of any public improvement or work, but only as a prerequisite thereto, as provided in section 54-39. Before final action on any such ordinance, the city commission shall give public notice and hearing.~~

~~(Code 1981, § 14-23)~~

~~Sec. 54-39. Conformance with planning district map.~~

~~After the planning district map is adopted as the official map, there shall be no location or layout, or change of location or layout, or fixing of lines, as the case may be, by the city, or by the local governments within whose limits such planning district or any part thereof is situated or in relation to any of the features by law to be included in the map, except in accordance with amendments thereto, first duly adopted.~~

~~(Code 1981, § 14-24)~~

~~Sec. 54-40. Special permit for locating building within mapped street.~~

~~The preservation of the integrity of certain features of the planning district map being for the conservation and promotion of the public health, safety and general welfare, no permit shall, after the adoption of the map as the official map, be issued for any building in any highway laid out in such map, provided, however, that if the land within such mapped street is not yielding a fair return to the owner, the city planning board, sitting as a board of adjustments, shall have the power in a specific case to grant a permit for a building or buildings, which will as little as possible increase the cost of opening such highway or tend to cause a change of such map, and such board may impose reasonable requirements as a condition of granting such permit, which requirements shall inure to the benefit of the city or other local government within which the land is located. Before taking any action authorized in this section, the board of adjustment shall give public notice and hearing.~~

~~(Code 1981, § 14-25)~~

Sec. 54-41. Certain matters to be referred to board before final action by city commission.

(a) Before taking final action thereon, the following matters shall be referred by the city commission to the city planning board for a ~~report~~ recommendation:

- (1) The granting of any utility franchises or privileges.
- (2) The adoption of any amendment to the official comprehensive plan future land use and zoning map.

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(3) The adoption of any amendment of the zoning ordinance or plan.

(4) The annexation of any property.

~~(b) Such report shall be made by the city planning board within a period of time not less than 30 days from and after such reference, or such longer period as, in any given case, the city commission may fix. Such final action shall not be taken within such period until such report has been received and considered. (Code 1981, § 14-26)~~

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~~Sec. 54-42. Investigation and report on matters not specifically provided for.~~

~~Wherever there is no other provision of law providing for the reference to the city planning board, of any matter relating to the planning or zoning of the territory within the city or the planning district, the city commission is hereby empowered to refer such matter to the city planning board for investigation and report, and it shall be the duty of the city planning board to investigate and report on such matter within a reasonable time; and the city planning board may of its own motion investigate and report on any such matter, but in all such matters, the city commission shall retain as full power to act as if no such reference, investigation or report were contemplated or made.~~

~~(Code 1981, § 14-27)~~

Sec. 54-43. Employment of board as agent of city for construction of public works.

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The city planning board shall not be employed by the city as its agent in the construction of any public work.

(Code 1981, § 14-28)

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~~Sec. 54-44. Board to act as supervisor of plats; approval of street dedications.~~

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~~The city planning board shall be the supervisor of plats. It shall provide rules and regulations governing the platting of all lands within the city and within the planning district, so as to require that such platting shall conform to the official map, and may, in behalf of the local government within the limits of which the land in question is situated, make such other requirements as may lawfully be made. All plans, plats, replats or descriptions showing the layout of any street, highway or alley upon private property, or of building lots in connection with or in relation to such highway, street or alley, to be dedicated to public use or to the use of purchasers or owners of lots fronting on or adjacent to such highway, street or alley, and located within the city or within the planning district, shall be submitted to the city planning board and approved by it before they shall be recorded. The disapproval or failure to approve of any such plan, plat, replat or description~~

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~~by the city planning board shall be deemed a refusal by the local government within the limits of which the land in question is situated, of the proposed dedication shown thereon. The approval of the city planning board shall be deemed an acceptance of the proposed dedication, but shall not impose any duty upon the city or any other local government concerning the maintenance or improvement of any such dedicated parts, until the proper authorities of the city or other local government shall have made actual appropriation of the same entry, use and improvement.~~

~~(Code 1981, § 14-29)~~

~~Sec. 54-45. Plat approval prerequisite to issuance of permits for utility pipes, mains and appliances.~~

~~No permit shall be granted by the city or any other local government to any individual or corporation for the laying of any sewers, water or gas pipes or mains or public utility appliances of any sort, nor shall any permit for connection with or other use of any such improvement existing, or for any other reason made, be given to any such purchasers or owners until such plat is so approved as provided in section 54-44.~~

~~(Code 1981, § 14-30)~~

Sec. 54-46. Authority to prescribe additional regulations.

The city planning board may make rules not contrary to law, to govern its actions in carrying out the provisions of this article.

(Code 1981, § 14-31)

~~Sec. 54-47. Employment of engineers and other personnel. The city planning board shall have the power to control and appoint or employ engineers and other professional service, and to appoint clerks, draftsmen and other subordinates, as shall be necessary for performance of its functions, provided, however, that no expense of any kind shall be incurred by the board unless first authorized and approved by the city commission.~~

~~(Code 1981, § 14-32)~~

Sec. 54-48. Board designated local planning agency; duties as local planning agency.

(a) Designation of board. Pursuant to, and in accordance with, F.S. § 163.3174, the city planning board is hereby designated and established as the local planning agency for the city.

(b) Duties. The local planning agency, in accordance with the Local Government Comprehensive Planning Act of 1975 (F.S. §§ 163.3161-163.3211) shall:

(1) Conduct the comprehensive planning program and prepare the comprehensive plan or elements or portions thereof for the city;

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~~(2) Coordinate the comprehensive plan or elements or portions thereof with the comprehensive plans of other appropriate local governments and the state;~~

(3) Recommend the comprehensive plan or elements or portions thereof to the city commission for adoption; and

(4) Monitor and oversee the effectiveness and status of the comprehensive plan and recommend to the city commission such changes in the comprehensive plan as may be required from time to time.

(c) Organization, meetings and procedures. Members of the local planning agency shall continue to be appointed and follow such rules of procedure, methods of choosing officers, setting of public meetings, providing of financial support, and accomplishing its duties as provided in the Charter and this Code.

(d) Meetings and records to be public; public participation. All meetings of the local planning agency shall be public meetings and all agency records shall be public records. The local planning agency shall encourage public participation.

~~(e) Funding; expenditures. The city commission shall appropriate funds at its discretion to the local planning agency for expenses necessary in the conduct of its work. The local planning agency may, in order to accomplish the purposes and activities required by the Local Government Comprehensive Planning Act of 1975 (F.S. §§ 163.2161-163.2242), expend all sums so appropriated and other sums made available for use from fees, gifts, state or federal grants, state or federal loans, and other sources; provided that acceptance of loans or grants must be approved by the city commission.~~

~~(Code 1981, § 14-23)~~

~~Sec. 54-49. Supplemental nature of article; interpretation of article.~~

~~This article shall not repeal any other statute relating to the subject matter of this article, or in any way abridge, limit or amend the powers of the city as contained in any section of the Charter or granted the city by the general laws of the state, but shall be deemed to provide a supplemental, additional and alternative method of procedure for the benefit of the city, and shall be liberally construed to effectuate its purposes, and should any part thereof be held invalid, such invalidity shall not operate to defeat the other provisions of this article.~~

~~(Code 1981, § 14-34)~~

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**CITY OF PALATKA
PLANNING BOARD MINUTES
October 7, 2014**

The meeting was called to order by Vice-Chairman Daniel Sheffield at 4:00 pm. **Other members present:** Joe Pickens, Earl Wallace, Anthony Harwell, Justin Campbell, George DeLoach and Charles Douglas, Jr. **Members absent:** Joseph Petrucci. **Also present:** Planning Director Thad Crowe and Recording Secretary Pam Sprouse.

Chairman Sheffield read the appeal procedures and requested that members divulge any ex-parte communications before each case.

OLD BUSINESS - None

NEW BUSINESS:

Case 14-25: Administrative request to annex, amend the Future Land Use Map from Putnam County US (Urban Service) to RL (Residential Low) and rezone from Putnam County R-2 (Residential Mixed) to R-1A (Single-family Residential)
Location: 908 N. 20th St.

Mr. Crowe explained that this is a single-family home and is currently zoned two-family in the County but is in a predominantly single-family area. The property is contiguous to the city limits and meets the statutory annexation criteria. He added that the property owners are seeking City water and Staff is recommending annexation with a low-density land use and a single-family zoning designation.

No members of the public appeared to address the Board.

Motion made by Mr. DeLoach and seconded by Mr. Campbell to approve the request as presented. All present voted affirmative, motion carried unanimously.

Case 14-27 A request to revise Zoning Code [Sec. 94-149 (e)] to add mobile medical units to the list of conditional uses in the C-2 (Intensive Commercial) zoning district.

Mr. Crowe explained that the owner of property located at 111 S SR 19 has requested this code change to allow for the use of a mobile medical imaging vehicle on the property. The applicant is the property owner who wishes to rent the one of their units to a medical clinic specializing in cancer care. The clinic would utilize a 48 ft. long mobile unit similar to a "bloodmobile," that would be parked adjacent to the existing medical clinic for a couple of days per week. Of course the specifics of this case would be presented in a separate conditional use application, should this code change be approved. The vehicle would be considered an accessory structure in

recommendations but requested that the Board consider some flexibility with regards to the following recommended conditions:

- Required drive aisle; he had support from the Fire Marshal stating that would not be an issue with emergency services.
- Screening of mobile medical units; suggesting that potted plants be acceptable - as had been previously discussed with Staff.
- Limitation on use – he asked that the Board consider four days per week to accommodate a possible weekend to avoid having to possibly come back at a later date.
- Delete paragraph K – to avoid any type of uncertainty that the medical unit would have to move (from the premises) once the clinic closes office hours.

Mr. Sheffield asked if the applicant would be amenable to two week day and two weekend days. Mr. Douglas said that they would. Mr. Pickens asked if the proposed was adopted as submitted could the applicant of a conditional use request an expansion of their individual use. Mr. Crowe answered that was correct and stated that the intent is that two days would be a 48 hour period and in terms of hours of operation. Mr. Crowe suggested that the language could be amended to state that the mobile unit may only operate when the clinic is open for business. Ryan Merrill, Attorney for Cancer Specialists of North Florida, 701 Beach Av., Atlantic Beach FL, explained that the mobile use may see patients on a Saturday, but it would not be the normal flow of patients and the clinic doors would certainly be open.

Mr. DeLoach asked if the adjacent tenants were in support of this. David Miles, 65 Dolphin Dr. St. Augustine FL expressed that Mr. Gullett, owner of Quizno's and neighbor of the proposed location was in support of the request and believes it may even be a benefit to his business.

Tony Harwell, 322 Madison St. asked how the screening would work for other similar outfits, such as the Bloodmobile and how the Florida Building code intermixes with "mobile" buildings. Mr. Crowe explained that at the time of set up, the Building Official and the Fire Marshal will make sure that building and life safety codes are met.

Mr. Crowe suggested, based on the discussions with the applicant, the following revisions to the proposed amendment:

- Item C: remove the words required drive aisles.
- Item K: replace the language (after the word operate) with the following words "to operate when the principal medical clinic is open for business" after the word allowed.

Motion by Mr. DeLoach and second by Mr. Pickens to approved the amendment with the revisions as recommended by Mr. Crowe. All present voted affirmative, motioned carried unanimously, with Mr. Harwell and Mr. Douglas abstaining from the vote.

Case 14-28: Administrative requests to amend the Zoning Code Article II, Sec. 54 (City Planning Board) regarding procedural and administrative aspects of this Board

Mr. Crowe explained that the current standards evoke a time when the Board took on a greater role in City policy and administration and even staff duties. The changes are intended to shift the focus to the Board's core duties eliminating obsolete text and duties that are not within the purview of the Planning Board. He explained that the first part of this amendment is a charter for the Board that includes obsolete provisions such as a school board non-voting member (school concurrency was eliminated by the Florida Legislature as a requirement); ex-officio membership for the mayor, city manager, and city attorney; the unnecessary requirement for a secretary position on the Board; and the granting of special powers to the Board including staff work such as mapping,

reporting, and working with consultants. The remaining charter concentrates on the core duties of the Board, which are maintaining the Zoning Code and Map, the Comprehensive Plan. He added that the Planning Board members are the shepherds of the plan and need to be involved with anything that pertains to it, as well as, reviewing development including plats, and providing recommendations to the City Commission on land use-related requests. Mr. Crowe further suggested that for Sec. 54-41; item 3: the word "plan" be replaced with the word "map" as it is really all inclusive. He recommended approval of the proposed changes to the Planning Code Section 54

Discussion of the proposed amendment resulted with Board consensus to recommend the following additional amendments to Section 54 of the Municipal Code:

- **Sec. 54-32 Membership; ex officio members - change to seven members**
- **Sec. 54-33 Sec. 54-33. Appointment, term and qualifications of members; vacancies; compensation of members.** - change the number of members from nine to seven. And require that qualification for service on the City planning Board, the appointee shall be a qualified elector of the city; own property, or have a principal place of business or employment within the city limits.
- **Sec. 54-41 (3) Certain matters to be referred to board before final action by city commission -** replace the word "plan" with the word "map."
- **Sec. 54-43 Employment of board as agent of city for construction of public works - remove this section in its entirety.**

Motion made by Mr. Pickens and seconded by Mr. Wallace to approve the request to amend the municipal code as requested by staff to include the recommendations made during the discussion to section(s) 54-32, 54-33, 54-41 and 54-43 (listed above). All present voted affirmative, motion carried unanimously.

Case 14-29 Administrative request to amend the Zoning Code [Sec. 94-2(b) and Article III (Districts), Division 3 (Supplementary District Regulations)] to move home occupation standards from the Definitions section to the Supplementary District Regulations section of the Zoning Code, allow beauty salons and barber shops as home occupations with limits on chairs, and additional limitations on home occupation signage.

Mr. Crowe advised that this is an administrative housekeeping effort, reminding the board that there recent change to the ordinance allowing staff to approve home occupations meeting the standards set forth. However the standards were set forth in the definitions section which made no sense, to move those standards where they belong which are in the Supplementary district Regulations section of the Zoning Code. He added that Mr. Harwell had brought up concerns of the allowance of signs for home occupations. Mr. Crowe advised that upon further deliberation he tends to agree that he believes that the whole intent of the home occupation ordinance is to have no visual evidence of a home occupation, and he would agree that a sign is not necessary for a home occupation.

Mr. Pickens asked what would happen to those existing home occupations that may be grandfathered in. Mr. Crowe advised that those that exist would continue until such time as they were to be removed for one year they would not be allowed to replace it. Mr. Douglas asked if there had been issued been signage issues with home occupations. Mr. Crowe said that his survey study did not show many signs.

Motion made by Mr. Harwell and seconded by DeLoach to approve the request as submitted by staff. All present voted, resulting in six yeas and one nay by Mr. Pickens, who stated that he was in favor of an innocuous sign. Motion carried.

*Agenda
Item*

10



CITY COMMISSION AGENDA ITEM

SUBJECT:

REPORT/DISCUSSION - Status of Parks and Recreation - Jonathan Griffith and Michael Czymbor

SUMMARY:

See attached a presentation detailing the Parks and Facilities staff, organization, projects, recreation amenities and history of the City's transfer of recreation programs to Putnam County. Staff is seeking direction on reestablishing programmed recreation at City of Palatka Parks.

RECOMMENDED ACTION:

No action recommended

ATTACHMENTS:

Description	Type
D Parks Presentation	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Grants & Projects	Griffith, Jonathan	Approved	2/2/2015 - 7:37 AM
City Clerk	Driggers, Betsy	Approved	2/2/2015 - 4:38 PM
City Manager	Czymbor, Michael	Approved	2/3/2015 - 10:44 AM
Finance	Reynolds, Matt	Approved	2/3/2015 - 4:22 PM
City Clerk	Driggers, Betsy	Approved	2/4/2015 - 11:15 AM



FACILITIES & PARKS

Orientation Presentation

CITY of *Palatka*
FLORIDA



To provide safe and attractive parks and facilities for recreation, cultural enrichment and community gatherings.

CITY of *Palatka*
FLORIDA

MISSION STATEMENT



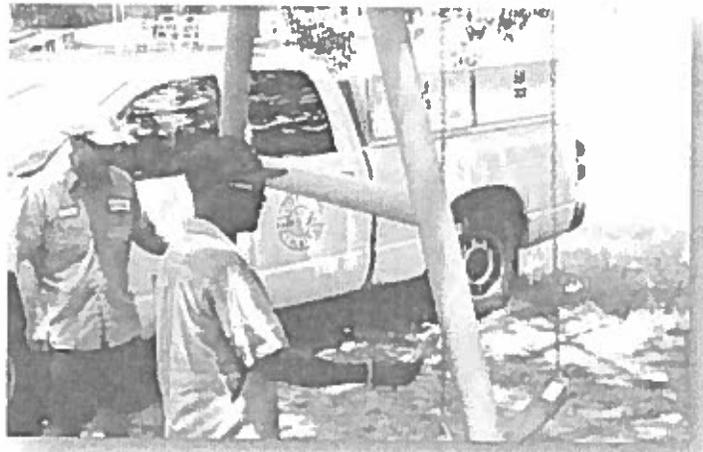
DUTIES

The facility and parks maintenance department is responsible for the maintenance and repair of existing facilities. Specific areas of responsibility include:

- carpentry & plumbing;
- electrical;
- HVAC;
- painting;
- street lighting;
- preventative maintenance; and
- preparation for rentals and special events.

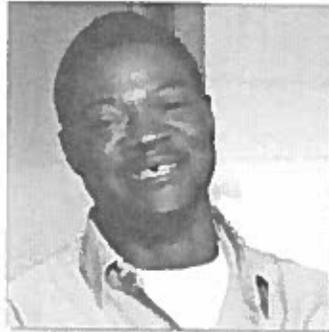
OVERVIEW

- 45.36 Acres of Parks and Community Facilities
- 142,802 SF of buildings
- Buildings ranging in age from 160 years to 7 years
- Five (5) Community Parks & Centers
- Seven (7) Community Cultural / Educational Facilities
- Eight (8) Neighborhood & Pocket Parks





Jonathan Griffith
Director



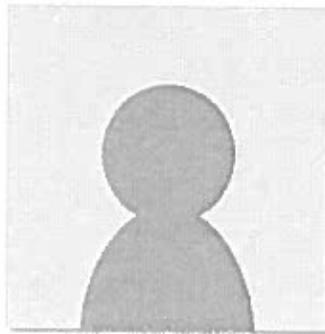
Germaine Douglas
Grounds Foreman



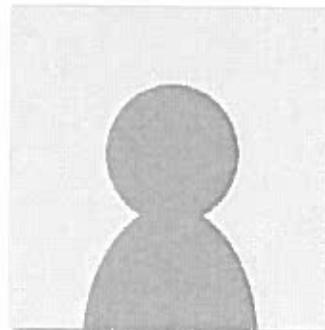
Timmy Brooks
Electrician / HVAC



Jonathan Filion
Laborer



Vacant
Laborer



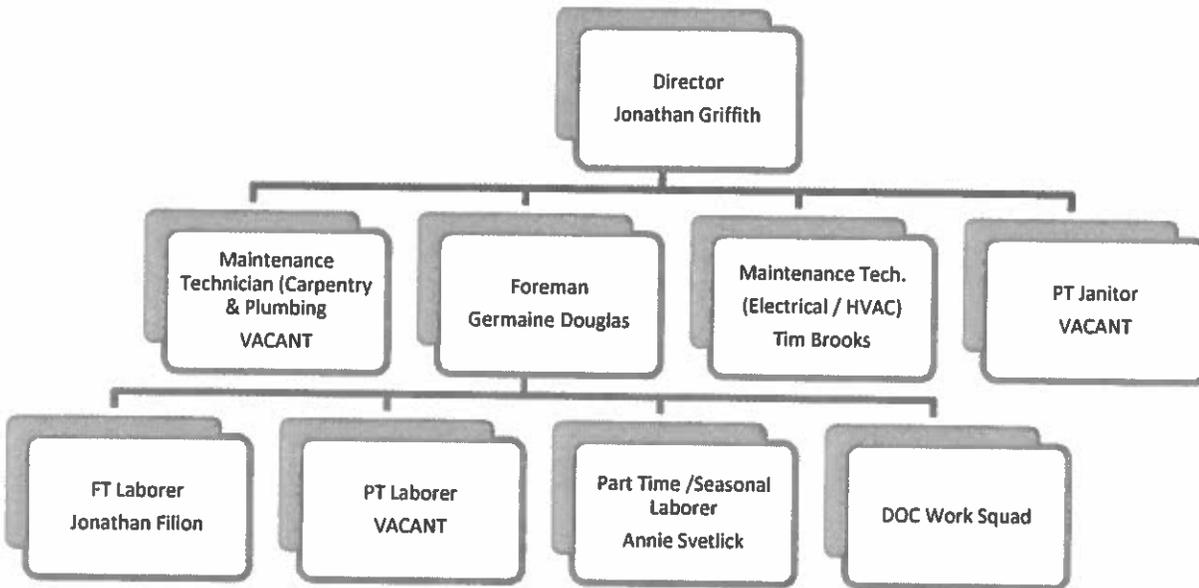
Annie Svetlick
Laborer

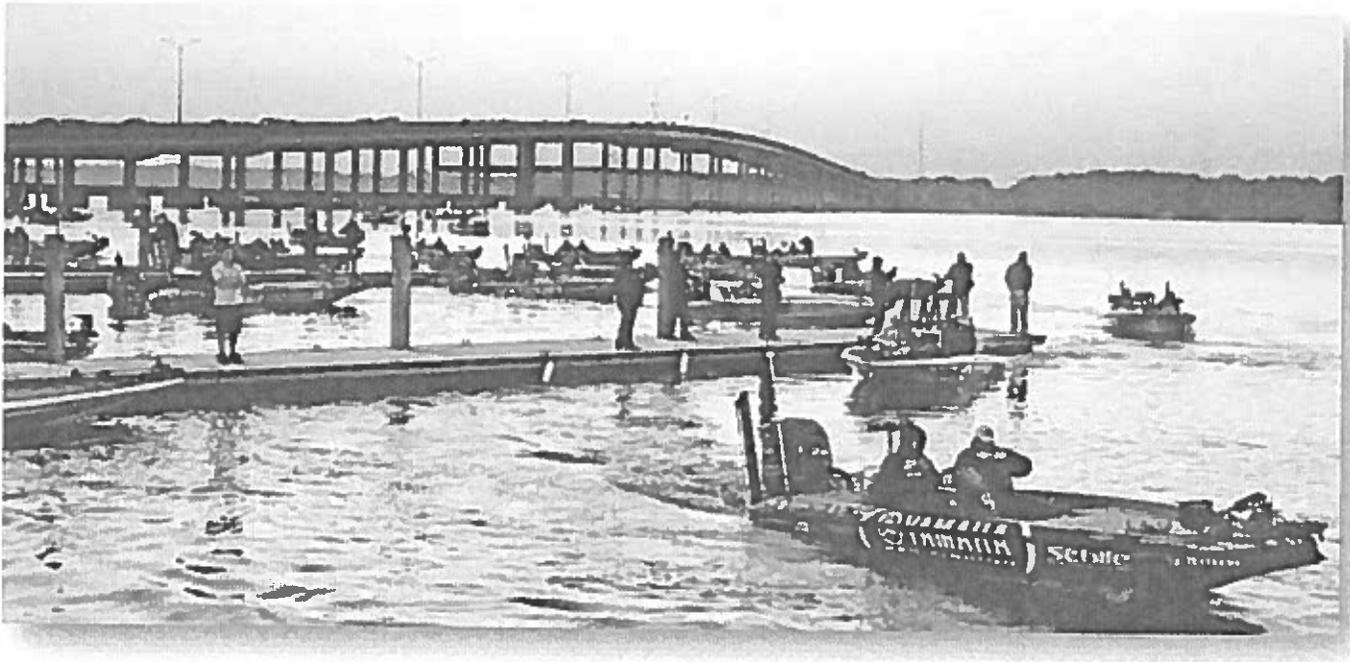
*Inmate squad not picture.

Responsibility & Organization

The facility and parks department address the ongoing maintenance of all City facilities. The department works closely with other departments as needed and coordinates preventative maintenance and capital improvements to parks, grounds, municipal buildings and cultural facilities. The department is responsible for the setup and preparation of facilities and parks for special events and rentals

The department includes a work crew that primarily handles grounds maintenance under the daily supervision of the Foreman. Laborers report to the Foreman on a daily basis and are reassigned to Maintenance Technicians as needed.





Description	Address	Square Footage	Acreage
Riverfront Park & Docks	301 River Street	n/a	7.56
Hank Bryan Park	1415 Diana Drive	n/a	3.2
Booker Park	701 N 10 th Street	5,000	3.92
Price Martin Community Center	220 N 11 th Street	6,022	3.05
Forrester Field	1325 Moseley Avenue	n/a	4.74



Description	Address	Square Footage	Acreage
Bronson Mulholland House	100 Madison Street	9,359	3.06
Putnam County Museum	110 Madison Street	1,687	↑
Larimer Arts Center	216 Reid Street	9,052	0.36
Train Station	218 N 11 th Street	6,032	n/a
Water Works Environmental Center	1101 Whitewater Drive	1,214	8.71
Tilghman House	324 River Street	4,904	0.46
Cooper Community Center	521 S 13 th Street	4,480	1.20

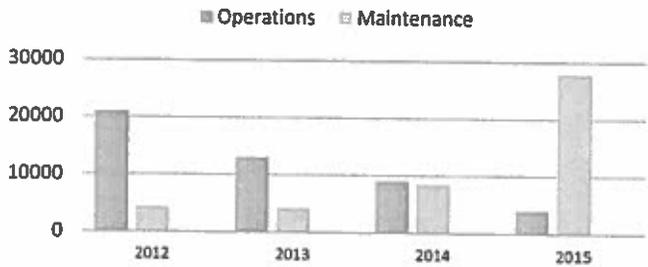
Description	Address	Square Footage	Acreage
Revels Field	Intersection of 17 th Street & Carr Street	n/a	0.37
Fred Green Park	400 Main Street	n/a	2.07
Shaw Buck Recreation Area	207 Saylor Street	n/a	2.07
Azalea Park	118 Oak Hill Drive	n/a	0.57
Hammock Hall	429 Kirby Street	2,553	0.33
Palatka Heights Park	Intersection of S 12 th Street & River Street	n/a	1.78
Playground 10 th & Olive	Intersection of N 10 th Street and Olive Street	n/a	0.23
Edgemoore and Husson Park	Intersection of Edgemoore & Husson Avenue	n/a	1.68

Level of Service (# of amenities)

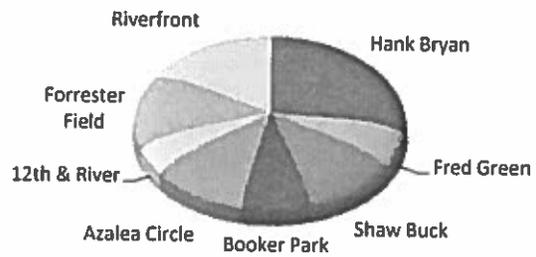
Description	Standard	Need (City)	City	Other	Deficit/ Surplus
Playgrounds	1 per 2,000	5	7	2	-4
Baseball fields youth	1 per 5,000	2	3	5	-6
Baseball/Softball field adult	1 per 10,000	1	0	6	-5
Basketball courts	1 per 5,000	2	5	3	-6
Tennis courts	1 per 2,000	5	6	19	-20
Soccer	1 per 4,000	3	0	3	0
Trail bicycle and jogging	1 mile per 2,000	5.25 miles	1.92	2.1	1.23
Trail hiking	1 mile per 6,750	1.55 miles	0	2.1	-0.55
Beach volleyball	n/a	n/a	1	0	n/a
Golf course	1/25,000	1	1	0	0

- (1) Need is determined per National Recreation and Park Association (NRPA) standards.
- (2) Quantity of facilities does not take into account facilities unfit for use.
- (3) Other facilities include School Board, College and County facilities within the City limits. Their proximity to service populations should be evaluated when considering them as meeting the standard set by the NRPA.

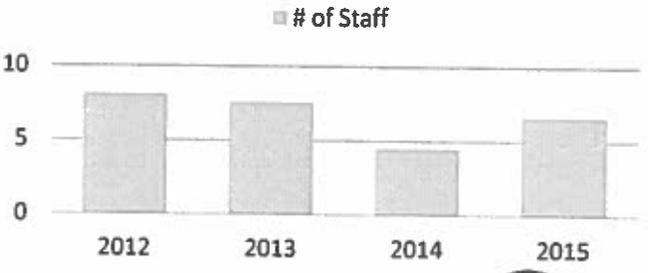
Maintenance Budget for Recreation Amenities



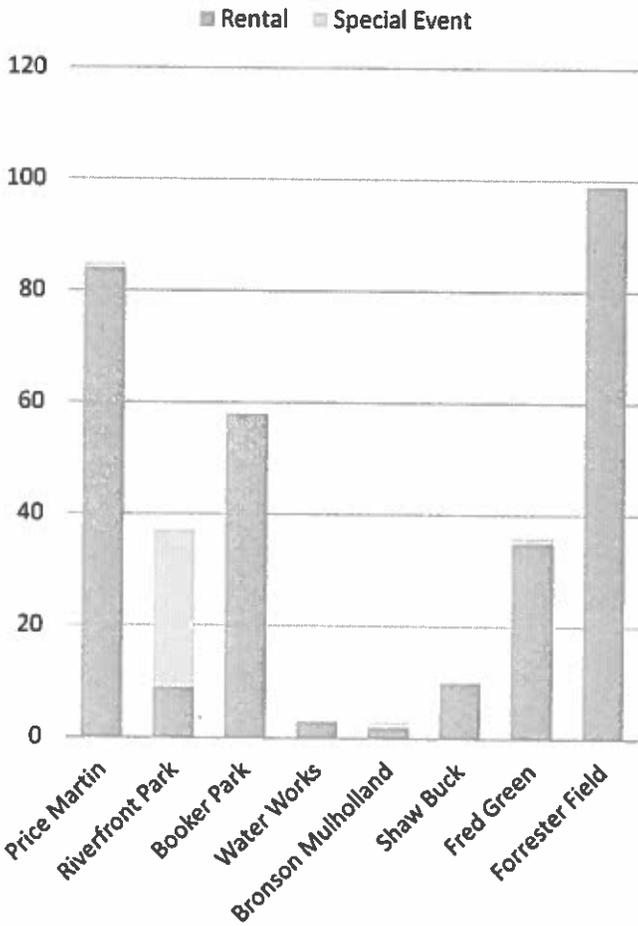
Fiscal Year 2015 Maintenance Budget



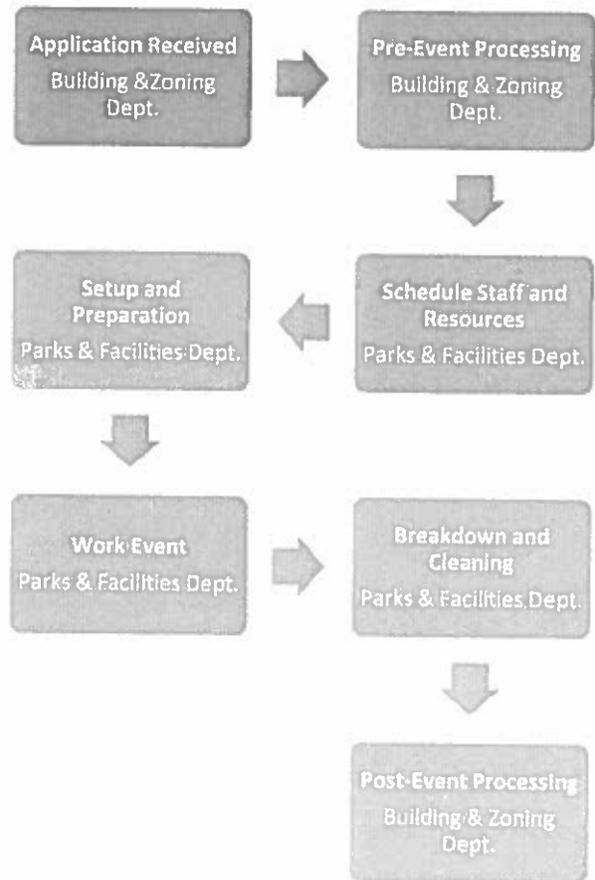
Staffing Levels



Rentals & Special Events FY 2013-2014



Process



Standardized Signage

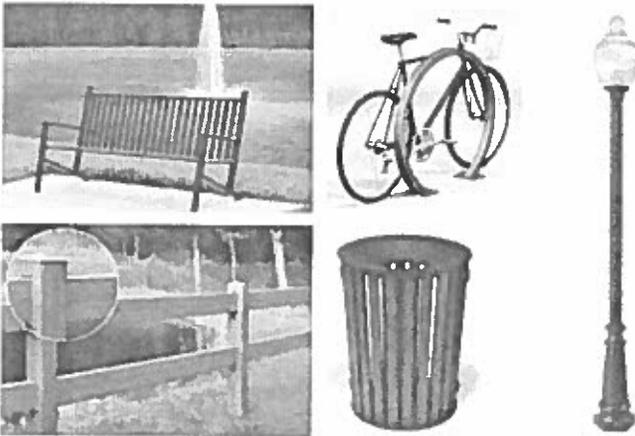


Color Palette

This seven color palette expands from the natural blues and greens to include bright, action oriented colors that are inspired by the colors we saw from the community. Having two blues, and two greens, allows a primary base that has defined gradients for some subtle depth.



Standardized Amenities



Standard Operations Procedures

The goal of the Standard Operations and Procedures (SOP) Manual is to provide the Community with the best possible parks and facilities. The objective is to establish maintenance practices and standards for the City's Parks, grounds and facilities. The manual will serve as a general guide for grounds, parks and facility maintenance personnel. Employees are responsible for the notifying their immediate Supervisor of items not covered in this manual. Employees shall take notice of unsafe conditions, and take immediate action to secure against accident or injury. A draft SOP has been developed and will be modified over the course of a year.



The City has established partnerships with various organizations and community groups that assist with improvements and maintenance to parks and facilities. These partnerships help to maintain or improve parks and facilities should be facilitated and encouraged. Multiple non-profits, civic groups, corporate partners and volunteer organizations currently contribute resources to the maintenance of City facilities, they are;

- Keep Putnam Beautiful;
- Friends of the Waterworks Environmental Center;
- Palatka Main Street;
- Putnam County Trails CSO;
- Putnam Blueways Committee
- CSX Railroad;
- Florida Power and Light;
- Lowes;
- Home Depot;
- Rotary; and
- Kiwanis.





 Repair swing sets at Hank Bryan, Fred Green and Palatka Heights



 Replenish engineered playground mulch at Booker Park, Fred Green and Hank Bryan

 Repair ball field lights

 Remove white trash barrels and replace with attractive trash receptacles

 Clean signage

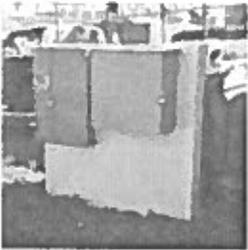
Install Waterworks security fencing

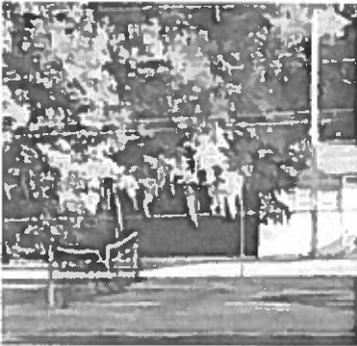
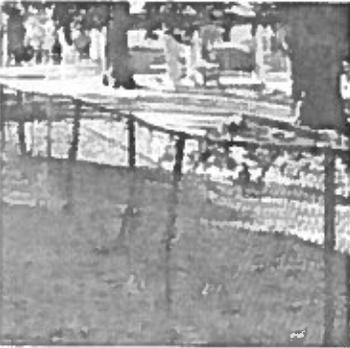
Install Fred Green paths

Repair Hank Bryan paths

Repair Shaw Buck fencing

Repair bleachers





- Install new aluminum bleachers at all ball-field locations
- Resurface basketball and tennis courts
- Plant canopy trees at Booker Park
- Install bike racks at all locations
- Install park approved lighting at all locations
- Erect new park signage at all locations
- Determine if tennis courts should be retained and improved
- Replace Hank Bryan Fencing
- Install fencing to define vehicular use areas and recreation areas at all locations

Date	Milestone
1977	County agrees to pay \$4,500 annually to City for providing recreation services to County residents
1982-1983	County agrees to increase its annual payment to City for recreation by \$5,000 (TOTAL \$30,000)
Pre 1990	City had an active Recreation Department and Director housed at Cooper Community Center (Teen Town)
1990	County agrees to pay City \$13,850 (1 year agreement) for Rec. Director and Assistant Services (Related to County receiving a grant for a recreational facility)
1991	1-year extension of agreement for \$16,582 for operation of Triangle Park
1993	County took over Recreation and hired assumed City recreation staff (3-year agreement w/ 1-year automatic renewal)
1994	City transferred Northside Neighborhood Center (Jenkins Middle School Pool & Gym) to school board

*Agenda
Item*

11



CITY COMMISSION AGENDA ITEM

SUBJECT:

DISCUSSION regarding proposed creation of Business Incubator Board - Vice Mayor Brown

SUMMARY:

This is a discussion regarding the proposed creation of a Business Incubator Board of Directors brought forth by Commissioner Brown. She has been working with Shirley Edwards to create a Business Incubator for Palatka/Putnam County.

RECOMMENDED ACTION:

Item for discussion only

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	2/4/2015 - 4:52 PM
City Clerk	Driggers, Betsy	Approved	2/4/2015 - 4:52 PM
City Manager	Czymbor, Michael	Approved	2/5/2015 - 11:34 AM
Finance	Reynolds, Matt	Approved	2/5/2015 - 2:22 PM
City Clerk	Driggers, Betsy	Approved	2/5/2015 - 4:25 PM

*Agenda
Item*

12



CITY COMMISSION AGENDA ITEM

SUBJECT:
Riverfront Development Projects Status Update - City Manager

SUMMARY:
Attached is a report summarizing current riverfront development projects

RECOMMENDED ACTION:
For information only. No action requested.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Riverfront Development Status Update	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Czybor, Michael	Approved	2/5/2015 - 11:34 AM
City Clerk	Driggers, Betsy	Approved	2/5/2015 - 2:14 PM
City Manager	Czybor, Michael	Approved	2/5/2015 - 2:17 PM
Finance	Reynolds, Matt	Approved	2/5/2015 - 2:45 PM
City Clerk	Driggers, Betsy	Approved	2/5/2015 - 4:26 PM

**City of Palatka, Florida
Riverfront Project Status Report**

Project	Public/Private	Project Cost	Projected Completion Date	Activity Period	Activities
Southern Riverfront Improvements Phase III - Boat Ramps, Parking and Infrastructure Improvements, 20 New Floating Slips	Public	\$1,500,000	June 2015	Initial	Boat ramp expansion, infrastructure and parking improvements completed. Awaiting shop drawings for docks with expected delivery March 1, 2015. Project completion May 2015.
Southern Riverfront Improvements Phase IV - Road Improvements to Short Laurel, Second and Memorial	Public	\$750,000	Fall 2015	Initial	City advertising RFP for Engineering Services, CDBG Environmental Review period through June, construction to commence summer 2015.
Southern Riverfront Improvements Phase V - new building to house public restrooms, water taxis office, transient boaters area, ship store restaurant and fuel	Public/Private	\$1,500,000	Winter 2016	Initial	Preliminary sketches done on proposed building, City selected Palatka Boathouse Marina, LLC as operator, completing negotiations with PBM on Agreement, DEO Loan/Grant applied for which equals \$1,049,000
Water Taxis	Public	\$750,000	3/1/2015	Initial	Boat #1 is 85% complete, Boat #2 substantially complete with engines being installed first of March. Boats being completed by March 2015.
St. Johns River Center	Public/Private	\$800,000	6/1/2015	Initial	Site demolition began in December 2014, block walls set and roofing system to following shortly. Foundation and structural building permit issued. Awaiting Life/Safety comments from Fire Marshall and Building Official. GP contractor designing interactive exhibits.

**City of Palatka, Florida
Riverfront Project Status Report**

Project	Public/Private	Project Cost	Projected Completion Date	Activity Period	Activities
Palatka Hampton Inn, SHP Hospitality, LLC, St. Augustine, Florida	Private	\$4,000,000	Fall 2015	Initial	Building permit issued August 2014, site utilities installed, first floor block set and second floor in progress
Riverfront Square Development, Riverfront Square Development, LLC, Palatka, Florida	Private	\$3,000,000	Spring 2016	Initial	Demolition permit issued July 2014, developer has hired 15 local employees and is utilizing local subcontractors.