

**TERRILL L. HILL**  
MAYOR - COMMISSIONER

**MARY LAWSON BROWN**  
VICE MAYOR - COMMISSIONER

**RUFUS J. BOROM**  
COMMISSIONER

**JUSTIN R. CAMPBELL**  
COMMISSIONER

**JAMES NORWOOD, JR.**  
COMMISSIONER



# CITY of *Palatka* FLORIDA

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

**TERRY K. SUGGS**  
CITY MANAGER

**BETSY JORDAN DRIGGERS**  
CITY CLERK

**MATTHEW D. REYNOLDS**  
FINANCE DIRECTOR

**JASON L. SHAW, SR.**  
CHIEF OF POLICE

**MICHAEL LAMBERT**  
CHIEF FIRE DEPT

**DONALD E. HOLMES**  
CITY ATTORNEY

## AGENDA CITY OF PALATKA October 13, 2016

### CALL TO ORDER:

- a. Invocation
- b. Pledge of Allegiance
- c. Roll Call

### APPROVAL OF MINUTES – 09-22-16 Regular Meeting

#### 1. PUBLIC RECOGNITION/PRESENTATIONS

- a. PROCLAMATION – Red Ribbon Week – Oct. 24 thru 30, 2016

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

#### 3. CONSENT AGENDA

- \*a. **Adopt Resolution No. 2016-12-73** requesting a waiver in permit fees from St. Johns River Water Management District for FY 2016/17
- \*b. **Adopt Resolution No. 2016-12-74** awarding the bid and construction contract to BGCO in the amount of \$293,350 for the Airport Obstruction (Trees) Removal Project and authorizing execution of same (90% FAA Funded, 10% FDOT Funded)
- \*c. **Adopt resolution 2016-12-75** authorizing the City Manager and City Clerk to execute and attest Passero Work Order 16-47DB in an amount not to exceed \$45,000 for obstruction/tree removal Project Design, Bidding and Permitting Services (100% FAA/FDOT funded)
- \*d. **Adopt resolution 2016-12-76** authorizing the City Manager and City Clerk to execute and attest Passero Work Order 16-47-R in an amount not to exceed \$30,000 for obstruction/tree removal Project Construction Admin and Inspection Services (100% FAA/FDOT funded)
- \*e. **Adopt resolution 2016-12-77** authorizing the Mayor, City Manager and City Clerk to execute and attest Passero Work Order 16-50 in an amount not to exceed \$4,000 for DBE Plan Update and Annual Achievement Reporting Assistance for FAA/AIP 28J Projects. (100% FAA/FDOT Grant Funded)
- \*f. **Adopt Resolution No. 2016-12-78** authorizing the submission of an application for a USDA Community Facilities Grant to purchase a Dump Truck and a Skid Steer Loader
- \*g. **Adopt Resolution No. 2016-12-79** authorizing the submission of an application for a USDA Community Facilities Grant to purchase two(2) Half-Ton Trucks and one (1) Backhoe.
- \*h. **Grant permission to exceed allowable noise levels and authorize road closures** for Special Events Permit No. 16-43 - RockNBlues BBQ Bash, Oct. 14, 5 PM to 10 PM and Oct. 15, 7 AM to 7 PM, Sam Deputy, Downtown Palatka, Inc. - Applicant
- \*i. **Grant permission to exceed allowable noise levels** for Special Events Permit No. 16-44 - Community Gospel Jubilee, Nov. 12, 7 AM to 9 PM, Paul Bennett, Applicant
- \*j. **Set Halloween Trick or Treat hours** for Monday, 10/31/16 from 6:00 p.m. to 8:00 p.m.

- \* 4. **RESOLUTION** awarding a bid to finance the lease/purchase of fire/rescue and solid waste collection vehicles to US Bank, and authorizing the Mayor and the City Clerk to execute and attest the Lease/Purchase Agreement and all other documents in connection therewith – Adopt

**AGENDA - CITY OF PALATKA**  
**October 13, 2016**  
**Page 2**

- \* 5. **RESOLUTION** authorizing the reimbursement of expenses to the General Fund and Sanitation Fund associated with procuring fire/rescue and solid waste collection vehicles with tax-exempt financing proceeds - Adopt

**PUBLIC HEARINGS:**

- \* 6. **PUBLIC HEARING/ORDINANCE** rezoning 623 & 625 Laurel St. - Planning Board Recommendation to assign planned unit development zoning to the properties, from R-1 (Residential, Single-Family) - Charles and Tina Duck, Owners and Applicants.
- \* 7. **ORDINANCE** amending Zoning Code Sections 62-1 (definitions) and 62-17 (changing sign standards) - 1st Reading
- \* 8. **ORDINANCE** amending Section 86-62 of the Code of Ordinances to provide options regarding calculations for separate water service required for each business unit - 1st Reading
- \* 9. **ORDINANCE** amending Palatka Municipal Code, Chapter 2, Administration, to add an Accounts Receivable Policy – 1<sup>st</sup> Reading
- \* 10. **ORDINANCE** amending Palatka Municipal Code, Appendix A, to add business license, registration and inspection fees for Electronic Gaming Establishments – 2<sup>nd</sup> Reading, Adopt
- \* 11. **ORDINANCE** amending Appendix "A," Fee Schedule of the Code of Ordinances to increase Water & Sewer Rates FY 2016-17 Budget Year – 2<sup>nd</sup> Reading, Adopt – **2<sup>nd</sup> Reading was tabled to a Time Certain of Oct 13, 2016**

**12. CITY MANAGER & ADMINISTRATIVE REPORTS**

**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 286.105

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

**Upcoming Events:**

Oct 28 – Employees' Safety Luncheon  
Oct. 31 – Halloween Trick-Or-Treat 6 pm – 8 pm  
Nov. 8 – General Election Day  
Nov. 11 – City offices closed to observe Veterans Day  
Nov. 24 & 25 – City offices closed to observe Thanksgiving

**Board Openings:**

Put. Co. Library Board – City Appointee (2)  
Board of Zoning Appeals – 1 vacancy (at-large)  
Tree Committee – 1 Vacancy (at large)  
Code Enforcement Board – 1 vacancy (alternate)



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Adopt Resolution No. 2016-12-73** requesting a waiver in permit fees from St. Johns River Water Management District for FY 2016/17

**SUMMARY:**

This resolution requests a waiver of permit fees from SJRWMD for F/Y 2016/2017. SJRWMD Rules, Section 401C-1603(14), related to license and permit fees, indicates that the City is eligible for a reduction in the SJRWMD fee schedule. This resolution follows their form 40C-1.603(13). The commission has adopted a similar resolution annually. In the past the City has been eligible due to the City's millage rate ('higher than 8 mills' hardship factor); however the City does qualify under two other factors. A copy of the statute is attached.

If granted, this waiver will enable the City to submit a permit fee of \$100.00 versus a permit fee of \$1,500.00 per permit application for ongoing work throughout the City.

**RECOMMENDED ACTION:**

**Adopt a resolution requesting a waiver in permit fees from SJRWMD for FY 2016/17**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ Resolution	Resolution
▣ Exhibit A to Resolution	Exhibit
▣ Statute	Attachment

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	10/3/2016 - 3:09 PM
City Clerk	Driggers, Betsy	Approved	10/3/2016 - 3:09 PM
City Manager	Suggs, Terry	Approved	10/3/2016 - 5:22 PM

**RESOLUTION No. 2016-12-**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
REQUESTING A WAIVER IN PERMIT FEES FROM ST.  
JOHNS RIVER WATER MANAGEMENT DISTRICT**

**WHEREAS**, the 1994 Legislature enacted Chapter 218-075, Laws of Florida, allowing reduction of permit processing fees for municipalities with a population of 25,000 or less, counties with a population of 50,000 or less, or any county or municipality not included within a metropolitan statistical area upon certification by that county or city that the cost of the permit processing fee is a fiscal hardship; and

**WHEREAS**, the City of Palatka has a population of less than 25,000; and

**WHEREAS**, the City of Palatka certifies that it is not included within a metropolitan statistical area; and

**WHEREAS**, the City of Palatka certifies that it qualifies for permit processing fee reductions for Fiscal Year October 1, 2016 through September 30, 2017, due to the following:

1. Per capita taxable value is less than the statewide average for the current fiscal year.
2. Percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year.

**WHEREAS**, this factor is supported by the attached memorandum from the Florida Department of Revenue citing taxable values for City of Palatka and State of Florida, attached hereto as Exhibit "A" and incorporated herein by reference.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Palatka City Commission does hereby request that the St. Johns River Water Management District reduce the processing fee for public purpose projects for the 2016-17 fiscal year.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, this 13<sup>th</sup> day of October, 2016.

**CITY OF PALATKA**

**BY:** \_\_\_\_\_  
**Its MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
**CITY ATTORNEY**



Executive  
Director  
Leon M. Biegalski

September 19, 2016

Betsy Jordan Driggers  
City Clerk  
201 N. 2nd Street  
Palatka, FL 32177

CITY OF PALATKA

The table below shows the requested information related to per capita taxable value and the percentage of assessed property that is exempt from ad valorem taxation.

	<u>City of Palatka</u>	<u>Florida</u>
Total Just Value	754,815,162	2,249,560,039,706
Total Assessed Value	732,171,134	1,932,797,508,590
Taxable Value	383,508,554	1,495,400,306,053
Exempt Amount	348,662,580	437,397,202,537
Population	10,418	19,691,538
Per Capita Taxable Value Average	36,812	75,941
Percentage of Assessed Value Exempt from Taxation	47.62%	22.63%
Millage	6.9967	
Sources: "Ad Valorem Data Book 2015" (DOR) and "Florida Estimates of Populations 2015" (BEBR)		

Please contact either Lizette Kelly at 850-617-8865 or KellyLiz@dor.state.fl.us or Kate Beggs at 850-617-8860 or BeggsK@dor.state.fl.us if you have any questions. Thank you.

Property Tax Oversight, Research & Analysis

kb

Child Support – Ann Coffin, Director ● General Tax Administration – Maria Johnson, Director  
Property Tax Oversight – Dr. Maurice Gogarty, Director ● Information Services – Damu Kuttikrishnan, Director

<http://dor.myflorida.com/dor/>  
**Florida Department of Revenue**  
Tallahassee, Florida 32399-0100

# The Florida Senate

## 2015 Florida Statutes

<u>Title XIV</u> TAXATION AND FINANCE	<u>Chapter 218</u> FINANCIAL MATTERS PERTAINING TO POLITICAL SUBDIVISIONS  <u>Entire Chapter</u>	<b>SECTION 075</b> <b>Reduction or waiver of permit  processing fees.</b>
--	---	--

**218.075 Reduction or waiver of permit processing fees.**— Notwithstanding any other provision of law, the Department of Environmental Protection and the water management districts shall reduce or waive permit processing fees for counties with a population of 50,000 or less on April 1, 1994, until such counties exceed a population of 75,000 and municipalities with a population of 25,000 or less, or for an entity created by special act, local ordinance, or interlocal agreement of such counties or municipalities, or for any county or municipality not included within a metropolitan statistical area. Fee reductions or waivers shall be approved on the basis of fiscal hardship or environmental need for a particular project or activity. The governing body must certify that the cost of the permit processing fee is a fiscal hardship due to one of the following factors:

- (1) Per capita taxable value is less than the statewide average for the current fiscal year;
- (2) Percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year;
- (3) Any condition specified in s. 218.503(1) which results in the county or municipality being in a state of financial emergency;
- (4) Ad valorem operating millage rate for the current fiscal year is greater than 8 mills; or
- (5) A financial condition that is documented in annual financial statements at the end of the current fiscal year and indicates an inability to pay the permit processing fee during that fiscal year.

The permit applicant must be the governing body of a county or municipality or a third party under contract with a county or municipality or an entity created by special act, local ordinance, or interlocal agreement and the project for which the fee reduction or waiver is sought must serve a public purpose. If a permit processing fee is reduced, the total fee shall not exceed \$100.

**History.**—s. 1, ch. 94-278; s. 8, ch. 98-258; s. 25, ch. 2004-305; s. 4, ch. 2012-205.

**Disclaimer:** The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

Copyright © 2000- 2015 State of Florida.



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Adopt Resolution No. 2016-12-74** awarding the bid and construction contract to BGCO in the amount of \$293,350 for the Airport Obstruction (Trees) Removal Project and authorizing execution of same (90% FAA Funded, 10% FDOT Funded)

**SUMMARY:**

The City sought and received two (2) bids for the Construction Phase of the Airport Obstruction (Tree) Removal Project, which were opened on 6/29/16. Passero Associates, the City's Airport Engineers, recommended award of the bid and contract to BGCO based upon their bid of \$293.350 for Base Bids A, B and C. Their letter of award follows this summary.

This project addresses removal of FAA and FDOT-identified obstacles and obstructions on and around airport. It is grant-funded at 100% by FAA (90%) and FDOT (10%).

**RECOMMENDED ACTION:**

**Adopt the resolution awarding bid and contract to BGCO in the amount of \$293,350 for construction on the Airport Obstruction (Trees) Removal Project and authorizing execution of same (90% FAA Funded, 10% FDOT Funded)**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▢ Resolution - BGCO Contract	Resolution
▢ Passero Bid Award Recommendation	Exhibit
▢ BGCO Contract	Exhibit

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	10/3/2016 - 5:22 PM
City Clerk	Driggers, Betsy	Approved	10/3/2016 - 5:23 PM
City Manager	Suggs, Terry	Approved	10/3/2016 - 5:24 PM

**RESOLUTION No. 2016**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING THE AWARD OF BID AND EXECUTION OF A  
CONTRACT WITH BGCO, INC. IN THE AMOUNT OF  
\$293,350.00 FOR THE CONSTRUCTION PHASE OF THE  
OBSTRUCTION/TREE REMOVAL AND MITIGATION PROJECT  
AT THE PALATKA MUNICIPAL AIRPORT (90% FAA/10%  
FDOT FUNDED)**

**WHEREAS**, on 1/28/16 the Palatka City Commission (the **City**) adopted Resolution No. 2016-12-06 entering into a Joint Participation Agreement with the Florida Department of Transportation in the amount of \$62,000, identified as F.P. Number 4438052-1-94-16 to fund 100% of the Environmental Assessment for airport obstruction removal (the **Project**), and

**WHEREAS**, on 7/28/16 the Commission adopted Res. 2016-12-48 entering into a Supplemental Joint Participation Agreement with FDOT to fund 10% of the Construction and Project Expenses for the Airport Obstruction Removal Project; and

**WHEREAS**, on 9/8/16 the Commission adopted Resolution 2016-12-52 to enter into a grant agreement with FAA to fund the balance of Project Cost for Airport Obstruction Removal, which is estimated at \$413,130.00, with the FAA funding up to 90% of the total eligible cost, or \$371,817.00, and with the Florida Department of Transportation (FDOT) funding 10%, or \$41,313.00 and the City of Palatka funding 0%, or \$0.00 of the total eligible cost; and

**WHEREAS**, the City issued ITB 2016-008 on 5/25/16 for the construction phase of the Project, and received two (2) bids for the construction phase of this Project on June 29, 2016; and

**WHEREAS**, Passero Associates, the City's Airport Engineers, have compiled the responses and compared the bids received, and have recommended award of the bid and contract to BGCO, Inc. in the amount of \$293,350.00 for Base Bids A, B and C (Exhibit "A" Attached hereto); and

**WHEREAS**, the **City** deems it reasonable and necessary to enter award the bid to and enter into a contract agreement with BGCO, Inc. for the construction phase of said **Project**.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Palatka, Florida, that the Mayor and City Clerk are hereby authorized to execute and attest a contract with BGCO, Inc. in the amount of \$293,350.00 for the construction phase of the Obstruction/Tree Removal Project at Palatka Municipal Airport (PA Project Number 24000010.047R/FDOT Project FIN438052-1-94-16/FAA/AIP Grant #3-12-0061-026-2016.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 13<sup>th</sup> day of October, 2016.

**CITY OF PALATKA**



August 2, 2016

Mr. Terry K. Suggs, City Manager  
City of Palatka  
201 North 2<sup>nd</sup> Street  
Palatka, FL 32177

Reference:     **Recommendation of Award:  
Obstruction/Tree Removal  
Palatka Municipal Airport  
PA Project Number 24000010.047R**

Dear Mr. Suggs:

Passero Associates has reviewed the two (2) bids that were received and opened on June 29, 2016, for the Obstruction/Tree Removal project at the Palatka Municipal Airport. This letter serves as Passero Associates recommendation for award to BGCO, Inc. (BGCO) of Jacksonville, Florida.

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

- BGCO is a licensed Certified General Contractor and Certified Underground Utility and Excavation Contractor in the State of Florida (expires 08/31/16).
- BGCO did not appear on the U.S. System for Award Management's (SAM) List of Debarred, Suspended, or Voluntarily Excluded Firms Ineligible for Federal Aid. BGCO's status in SAM is Active.
- BGCO did not appear on the U.S. Department of Labor's H-1B Willful Violator List of Employers.
- BGCO did not appear on the U.S. Department of Labor's H-1B Debarred/Disqualified List of Employers.
- BGCO does not have a history of violations or current (open) violations with the U.S. Department of Labor, Office of Safety and Health Administration (OSHA) for safety violations.
- BGCO has direct experience working at the Palatka Municipal Airport and has worked on projects with Passero Associates, LLC.

A Bid Tabulation showing a summary of the bids received and opened at the project's bid opening, June 29, 2016 2:00 PM, is enclosed for your review.

Based on this information, Passero Associates recommends the construction contract be awarded to BGCO, Inc. for Base Bids A, B, and C, in the amount of two-hundred ninety-three thousand three-hundred fifty dollars and zero cents (\$293,350.00), as follows:

1. Base Bid A: \$214,590.00 (two-hundred fourteen thousand five-hundred ninety dollars and zero cents);
2. Base Bid B: \$30,860.00 (thirty thousand eight-hundred sixty dollars and zero cents); and,
3. Base Bid C: \$47,900.00 (forty-seven thousand nine hundred dollars and zero cents).

The proposed Contract Agreement and Notice of Award are enclosed for your review and use.

We have also enclosed for your consideration and approval, the following Work Orders for Passero Associates, LLC:

- Work Order 16-47DB for Design, Bidding and Permitting (modification) services in the amount of \$45,000.00 (forty-five thousand dollars and zero cents).
- Work Order 16-47R for Construction Administration and Periodic Resident Engineering & Inspection/Observation services in the amount of \$30,000.00 (thirty thousand dollars and zero cents).
- Work Order 16-50 in the amount of \$4,000.00, to assist the City update the Airport's Disadvantaged Business Enterprise (DBE) Plan for 2015/2016/2017 and with its Annual DBE Achievement Reporting. Note: The DBE Plan and the Annual Reporting are required by the FAA for AIP Projects.

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

Sincerely,



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

Enclosures: Bid Tabulation  
Contract Agreement  
Notice of Award  
PA Work Order 16-DB  
PA Work Order 16-47R  
PA Work Order 16-50

Cc: John Youell, Airport Manager  
David F. Harris, III, Project Manager (PA)

**BID TABULATION**  
**Obstruction/Tree Removal (Phase 1)**  
**Palatka Municipal Airport, Palatka, Florida**  
**Bid Opening June 29, 2016 at 2:00 PM**

OWNER: CITY OF PALATKA

ENGINEER: PASSERO ASSOCIATES, LLC

BASE BID A - Obstruction/Tree Removal (Phase 1)					Lowest Bidder				
Engineer's Estimate					BASE BID A - Obstruction/Tree Removal (Phase 1)				
					BGCO, Inc.		Besch & Smith Civil Group, Inc.		
PAY ITEM NO.	DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
105	MOBILIZATION	1 LS	\$25,000.00	\$ 25,000.00	\$ 96,900.00	\$ 96,900.00	\$ 130,094.00	\$ 130,094.00	
D-701-5.1	18" DIA. CLASS III RCP, INCLUDING GRAVEL BACKFILL	120 LF	\$ 150.00	\$ 18,000.00	\$ 195.00	\$ 23,400.00	\$ 324.01	\$ 38,881.20	
F-162-5.1	10' CHAIN LINK SWING GATE, 8-FT, PLUS BARBED WIRE, COMPLETE	2 EA	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,891.00	\$ 3,782.00	
L-119-6.1	OBSTRUCTION LIGHT	4 EA	\$ 5,000.00	\$ 20,000.00	\$ 3,000.00	\$ 12,000.00	\$ 5,225.00	\$ 20,900.00	
P-150-5.1	EMBANKMENT	1,000 CY	\$ 15.00	\$ 15,000.00	\$ 19.00	\$ 19,000.00	\$ 103.49	\$ 103,492.00	
P-151-4.1	CLEARING & GRUBBING	0.8 AC	\$12,500.00	\$ 10,000.00	\$ 15,000.00	\$ 12,000.00	\$ 15,330.00	\$ 12,264.00	
P-151-4.2	HAND CLEARING	9.4 AC	\$10,000.00	\$ 94,000.00	\$ 4,600.00	\$ 43,240.00	\$ 12,005.96	\$ 112,856.02	
P-151-4.3	CLEARING FOR ISOLATED TREES (1 TO 3 FEET DIA.)	18 EA	\$ 1,000.00	\$ 18,000.00	\$ 225.00	\$ 4,050.00	\$ 1,921.00	\$ 34,578.00	
<b>Engineer's Estimate: BASE BID A TOTAL</b>				<b>\$ 202,000.00</b>	<b>BGCO Base Bid A Total:</b>	<b>\$ 214,590.00</b>	<b>Besch &amp; Smith Civil Group Base Bid A Total:</b>	<b>\$ 456,847.22</b>	
BASE BID B - Obstruction/Tree Removal (Phase 1)					BASE BID B - Obstruction/Tree Removal (Phase 1)				
Engineer's Estimate					BGCO, Inc.		Besch & Smith Civil Group, Inc.		
PAY ITEM NO.	DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
L-126-7.1	RUNWAY 9 & 27 PAPI SYSTEM - FAA FLIGHT CHECK COMMISSIONING ADMINISTRATION	1 LS	\$15,000.00	\$ 15,000.00	\$ 14,500.00	\$ 14,500.00	\$ 19,421.00	\$ 19,421.00	
P-151-4.1	CLEARING & GRUBBING	0.8 AC	\$10,000.00	\$ 8,000.00	\$ 20,450.00	\$ 16,360.00	\$ 11,801.25	\$ 9,441.00	
<b>Engineer's Estimate: BASE BID B TOTAL</b>				<b>\$ 23,000.00</b>	<b>BGCO Base Bid B Total:</b>	<b>\$ 30,860.00</b>	<b>Besch &amp; Smith Civil Group Base Bid B Total:</b>	<b>\$ 28,862.00</b>	
BASE BID C - Obstruction/Tree Removal (Phase 1)					BASE BID C - Obstruction/Tree Removal (Phase 1)				
Engineer's Estimate					BGCO, Inc.		Besch & Smith Civil Group, Inc.		
PAY ITEM NO.	DESCRIPTION	QUANTITY/ UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
P-151-4.3	CLEARING FOR ISOLATED TREES (1 TO 3 FEET DIA.)	18 EA	\$ 1,000.00	\$ 18,000.00	\$ 1,550.00	\$ 27,900.00	\$ 1,921.00	\$ 34,578.00	
580	LANDSCAPING	1 LS	\$20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00		\$ 20,000.00	
<b>Engineer's Estimate: BASE BID C TOTAL</b>				<b>\$ 38,000.00</b>	<b>BGCO Base Bid C Total:</b>	<b>\$ 47,900.00</b>	<b>Besch &amp; Smith Civil Group Base Bid C Total:</b>	<b>\$ 54,578.00</b>	
<b>Engineer's Estimate: TOTAL ALL BIDS</b>				<b>\$ 263,000.00</b>	<b>BGCO All Base Bids: GrandTotal:</b>	<b>\$ 293,350.00</b>	<b>Besch &amp; Smith Civil Group All Base Bids: GrandTotal:</b>	<b>\$ 540,287.22</b>	

**Form of  
CONTRACT AGREEMENT  
City of Palatka  
FAA AIP Grant: TBD  
FDOT Project FIN: 438052-1-94-16**

**THIS AGREEMENT**, made as of \_\_\_\_\_ is

**BY AND BETWEEN**

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

**And the CONTRACTOR:**

(Name) BGCO, Inc.

(Address) 7036 W. 12<sup>th</sup> Street

(City, State, Zip Code) Jacksonville, FL 32220

**WITNESSETH:**

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

**Obstruction/Tree Removal (Phase 1)**

hereinafter referred to as the Project.

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

**Article 1 - Work**

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

**Article 2 – Contract Documents**

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Special Provisions, Specifications, Plans, all issued addenda, Bid Advertisement, Notice-to-Bidders, Instructions-to-Bidders, Proposal, Performance Bond, Payment Bond, Wage Rate Determination, Supplemental Forms, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

### **Article 3 – Contract Price**

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

\$293,350.00

(\$Two hundred ninety-three thousand three-hundred fifty dollars and zero cents)

subject to the following:

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

### **Article 4 – Payment**

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

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

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

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

### **Article 5 – Contract Time**

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

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

#### **Article 6 – Liquidated Damages**

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

Furthermore, the CONTRACTOR understands and agrees that;

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

#### **Article 7 – CONTRACTOR'S Representations**

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

#### **Article 8 – CONTRACTOR'S Certifications**

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

#### **Article 9 – Miscellaneous**

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### **Article 10 – OWNER'S Representative**

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

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

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

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

**OWNER**

Name: City of Palatka  
Address: 201 N. Second St.  
Palatka, FL 32177  
\_\_\_\_\_

By: \_\_\_\_\_  
*Signature*  
\_\_\_\_\_  
*Title of Representative*

ATTEST

By: \_\_\_\_\_  
*Signature*  
\_\_\_\_\_  
*Title*

**CONTRACTOR**

Name: BGCO, Inc.  
Address: 7036 W. 12<sup>th</sup> Street  
Jacksonville, FL 32220  
\_\_\_\_\_

By: \_\_\_\_\_  
*Signature*  
\_\_\_\_\_  
*Title of Representative*

ATTEST

By: \_\_\_\_\_  
*Signature*  
\_\_\_\_\_  
*Title*

**NOTICE OF AWARD**

STATE OF FLORIDA  
COUNTY OF PUTNAM

THIS CONTRACT AWARD made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_,  
by the **City of Palatka, Florida**, hereinafter called the OWNER,  
to **BGCO, Inc.**, hereinafter called the CONTRACTOR,  
is for the completion of a certain project described as:

**OBSTRUCTION/TREE REMOVAL (PHASE 1)**

AIP Project No. (T.B.D.)  
FDOT FIN No. 438052-1-94-16  
City ITB No. 2016-008

for the use and benefit of the Owner as shown on the plans and described in the specifications  
as prepared by:

Passero Associates, LLC  
13453 N. Main St., Suite 104  
Jacksonville, Florida 32218.

The project consists of the Proposal, dated \_\_\_\_\_, 2016, plus the following Additives,  
if applicable:

---

---

---

The consideration to be paid by the Owner to the Contractor for completion of the  
project in accordance with the contract documents is the sum of:

Two-hundred ninety-three thousand three-hundred fifty dollars and zero cents.  
(\$293,350.00)

Commencement of work under this contract shall begin not less than five (5) nor more than ten (10) days after Contractor's receipt of a Notice to Proceed issued by the Owner and the project is to be fully completed on or before **one-hundred twenty (120) calendar days** after that specified date unless otherwise subsequently agreed.

OWNER:

By: City of Palatka, Florida  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Acknowledgement of Receipt of Contract Award by Contractor:

BGCO, Inc.  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

DATE: \_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION  
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number 1

Financial Project No.: <u>438052-1-94-17</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DDR,DPTO</u>	FLAIR Approp.: <u>088719</u>
Contract No.: <u>G0884</u>	Function: <u>637</u>	FLAIR Obj.: <u>751000</u>
CFDA Number: _____	Federal No.: _____	Org. Code: <u>55022020228</u>
	DUNS No.: <u>80-939-7102</u>	Vendor No.: <u>VF596000401002</u>
	CSFA Number: <u>55.004</u>	

THIS AGREEMENT, made and entered into this 22<sup>d</sup> day of August, 2016  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and City of Palatka  
4015 Reid Street Palatka, FL 32177  
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 14<sup>th</sup> day of March, 2016  
entered into a Joint Participation Agreement; and  
WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended  
hereto; and  
WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment  
"A" for a total Department Share of \$ 334,220.00  
NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow  
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended  
and supplemented as follows:

**1.00 Project Description:** The project description is amended

Remove obstructions (trees) in approach and transitional surfaces to R/W 9-27, including permitting, mitigation, tree  
removal, administration and Palatka Municipal Lt. Kay Larkin Field

Urban Transportation Development  
RECEIVED

AUG 08 2016

Urban Planning & Development  
Modal Development

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is  increased  decreased by \$ 578,400.00  
bringing the revised total cost of the project to \$ 640,900.00

Paragraph 4.00 of said Agreement is  increased  decreased by \$ 271,720.00  
bringing the Department's revised total cost of the project to \$ 334,220.00

**3.00 Amended Exhibits:**

Exhibit(s) B & D of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 18.00 of said Agreement 12/31/2018.

**5.00 E-Verify:**

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 438052-1-94-17

Contract No. G0884

Agreement Date August 22, 2016

Except as hereby modified, amended or changed, all other terms of said Agreement dated 3/14/2016  
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first  
above written.

AGENCY

City of Palatka

AGENCY NAME

Terry Suggs, City Manager

SIGNATORY (PRINTED OR TYPED)

*Terry Suggs*

SIGNATURE

City Manager

TITLE

ATTEST:

Bethan J. Duggan  
CITY CLERK

FDOT

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

Melvin K. Badwell 8.22.16

LEGAL REVIEW

DEPARTMENT OF TRANSPORTATION

James M. Knight, P.E.

DEPARTMENT OF TRANSPORTATION

*James M. Knight* 8/16/16

Urban Planning and Modal Administrator

TITLE



Financial Project No. 438052-1-94-17

Contract No. G0884

Agreement Date August 22, 2016

**ATTACHMENT "A"**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and City of Palatka  
4015 Reid Street Palatka, FL 32177

dated 3-14-2016

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Additional funding for the removal of obstructions in the approach and transitional surfaces to runway 9-27

	As Approved	As Amended	Net Change
I. Project Cost	\$62,500.00	\$640,900.00	\$578,400.00
II. Fund	As Approved	As Amended	Net
	DDR,DPTO	DDR,DPTO	DDR,DPTO
Department:	\$62,500.00	\$334,220.00	\$271,720.00
Agency:	\$0.00	\$6,680.00	\$6,680.00
Federal:	\$0.00	\$300,000.00	\$300,000.00
<hr/>			
Total Project Cost	\$62,500.00	\$640,900.00	\$578,400.00

Comments:

The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

**ATTACHMENT "A"**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

<b>FY</b>	<b>Amount</b>
2016	\$62,500.00
2017	\$271,720.00

**RESOLUTION NO. 2016 – 12 - 48**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING THE CITY MANAGER AND CITY CLERK TO  
EXECUTE AND ATTEST A SUPPLEMENTAL JOINT PARTICIPATION  
AGREEMENT WITH THE FLORIDA DEPARTMENT OF  
TRANSPORTATION FOR OBSTRUCTION/TREE REMOVAL,  
INCLUDING PERMITTING, MITIGATION AND ADMINISTRATION AT  
THE PALATKA MUNICIPAL AIRPORT**

**WHEREAS**, on August 21, 2014, The FAA provided the City of Palatka with a list of trees affecting navigation to Runway 9-27 at the Palatka Municipal Airport; and

**WHEREAS**, after having reached an agreement on cost of removal of the obstructions (trees), on January 28, 2016 the Palatka City Commission adopted Resolution No. 2016-12-06 authorizing the execution of a Joint Participation Agreement in the amount of \$62,500 for FP No. 438052-01-94-16 for obstruction/tree removal, including permitting, mitigation and administration (the Project), at the Palatka Municipal Airport/Kay Larkin Field, with a total project amount of \$62,500, to be 100% funded by FDOT (REDI funds) and a completion date of 12/31/2018; and

**WHEREAS**, the City of Palatka and the Florida Department of Transportation have now reached an amended agreement for the Project, and the Florida Department of Transportation has now proposed a Supplemental Joint Participation Agreement with the City of Palatka for the above project, identified as F.P. Number 438052-1-94-17, with a completion date of 12/31/2018, to amend Exhibits B and D of said Joint Participation Agreement to increase the total Agreement amount ; and

**WHEREAS**, the total project cost for the above described project at Palatka Municipal Airport/Kay Larkin Field is increased by \$578,400, amending the total project cost from \$62,500.00 to a new total project cost of \$640,900, with the Florida Department of Transportation (FDOT) funding 52%, or \$334,220, an increase of \$271,720; and the Federal Aviation Agency (FAA) funding 47%, or \$300,000, an increase of \$300,000; and the City of Palatka funding 1%, or \$6,680.00, an increase of \$6,680.00, for which the City is eligible for and has requested a REDI waiver pursuant to FS 288.0656; and

**WHEREAS**, it is in the best interest of the City of Palatka to go forward with the Joint Participation Agreement and amend the FY 2015-2016 budget; and

**NOW THEREFORE**, be it resolved as follows:

1. That the City Manager, Terry K. Suggs, and City Clerk, Betsy J. Driggers, are hereby authorized to execute and attest the Supplemental Joint Participation Agreement on behalf of the City of Palatka for the removal of obstructions (trees) in approach and transitional surfaces to R/W 9-27, including permitting, mitigation, tree removal and administration at the Palatka Municipal Airport/Kay Larkin Field, F.P. Number 438052-1-94-17;
2. that the City Manager is hereby authorized to sign requests for Contract Time Extensions, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project;
3. That the revenues of the City of Palatka Airport Fund Budget for the Fiscal Year 2015-2016 are amended as follows:

<b>REVENUES:</b>		<b>Last</b>	<b>Recommended</b>	<b>As</b>
<i>Revenue Number</i>	<i>Description</i>	<b>Approved</b>	<b>Amendments</b>	<b>Amended</b>
005-00-389-2-8103	FAA OBSTRUCTION/TREE RMVL	\$ -	\$ 300,000	\$ 300,000
005-00-389-3-8906	FDOT OBSTRUCTION/TREE RMVL	\$ 62,500	\$ 271,720	\$ 334,220
005-00-389-9-0001	TRANSFER FROM GENERAL FUND	\$ 133,272	\$ 6,680	\$ 139,952
<b>TOTAL REVENUES AMENDED:</b>		<b>\$ 195,772</b>	<b>\$ 578,400</b>	<b>\$ 774,172</b>

4. That the revenues of the City of Palatka Airport Fund Budget for the Fiscal Year 2015-2016 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
005-05-542-6-6296	FDOT OBSTRUCTION/TREE RMVL	\$ 62,500	\$ 578,400	\$ 640,900
TOTAL EXPENDITURES AMENDED:		\$ 62,500	\$ 578,400	\$ 640,900

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 28<sup>th</sup> day of July, 2016

CITY OF PALATKA

BY:   
Its Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

  
CITY ATTORNEY



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**Adopt resolution 2016-12-76** authorizing the City Manager and City Clerk to execute and attest Passero Work Order 16-47-R in an amount not to exceed \$30,000 for obstruction/tree removal Project Construction Admin and Inspection Services (100% FAA/FDOT funded)

### **SUMMARY:**

On August 21, 2014 the FAA provided a list of trees affecting navigation to Runway 9-27 at the Palatka Municipal Airport . Many of the trees are inaccessible to heavy equipment and located within wetlands. The scope of the project includes the removal of obstructions (trees) and mitigation of the affected wetland areas. The intent is to make these areas more accessible to routine mowing and maintenance to prevent future obstructions. This is multi-phased project with two sources of funding. Funding has been received from FAA and FDOT to complete this project at 100% funding.

This Passero Work Order covers construction administration and inspection for the Project, which is being awarded for the construction phase to BGCO tonight. The intent of this project is to address the immediate obstructions as it relates to aviation safety. In addition, the project will work to address previous wetland impact mitigation and to eliminate the need for future obstruction removal and wetland impacts. Passero WO #1-47DB for permitting and design is also included on tonight's agenda as a separate item.

### **RECOMMENDED ACTION:**

**Adopt a resolution authorizing the City Manager and City Clerk to execute and attest Passero Work Order 16-47-R in an amount not to exceed \$30,000 for Project Construction Administration and Inspection for obstruction/tree removal and mitigation at the Palatka Municipal Airport (100% FAA/FDOT funded)**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▢ Resolution - Passero WO 16-47R	Resolution
▢ Passero WO 16-47-R	Exhibit
▢ CCNA Form	Backup Material
▢ SJPA 8/8/16	Exhibit

### **REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	10/3/2016 - 4:32 PM
City Clerk	Driggers, Betsy	Approved	10/3/2016 - 4:33 PM

**RESOLUTION No. 2016**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING THE EXECUTION OF PASSERO &  
ASSOCIATES WORK ORDER # 16-47-R IN AN AMOUNT NOT  
TO EXCEED \$30,000 FOR CONSTRUCTION  
ADMIN/PERMITTING FOR THE OBSTRUCTION/TREE  
REMOVAL AND MITIGATION PROJECT AT THE PALATKA  
MUNICIPAL AIRPORT (90% FAA/10% FDOT FUNDED)**

**WHEREAS**, on 1/28/16 the Palatka City Commission (the **City**) adopted Resolution No. 2016-12-06 entering into a Joint Participation Agreement with the Florida Department of Transportation in the amount of \$62,000, identified as F.P. Number 4438052-1-94-16 to fund 100% of the Environmental Assessment for airport obstruction removal (the **Project**), and

**WHEREAS**, on 7/28/16 the Commission adopted Res. 2016-12-48 entering into a Supplemental Joint Participation Agreement with FDOT to fund 10% of the Construction and Project Expenses for the Airport Obstruction Removal Project; and

**WHEREAS**, on 9/8/16 the Commission adopted Resolution 2016-12-52 to enter into a grant agreement with FAA to fund the balance of Project Cost for Airport Obstruction Removal, which is estimated at \$413,130.00, with the FAA funding up to 90% of the total eligible cost, or \$371,817.00, and with the Florida Department of Transportation (FDOT) funding 10%, or \$41,313.00 and the City of Palatka funding 0%, or \$0.00 of the total eligible cost; and

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

**WHEREAS**, Passero Associates, the City's designated Airport Engineers, has proposed work order # 16-47-R in an amount not to exceed \$30,000 to provide construction administration and inspection services for the Project; and

**WHEREAS**, the **City** deems it reasonable and necessary to enter into WO #16-47-R with Passero & Associates for the said **Project**.

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

1. That the City Manager and City Clerk are hereby authorized to execute and attest Passero & Associates supplemental agreement 16-47-R in an amount not to exceed \$30,000 for construction administration and inspection for the Airport Obstruction Removal Project.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 13<sup>th</sup> day of October, 2016.

**CITY OF PALATKA**

---

**By: Its MAYOR**

**ATTEST:**

---

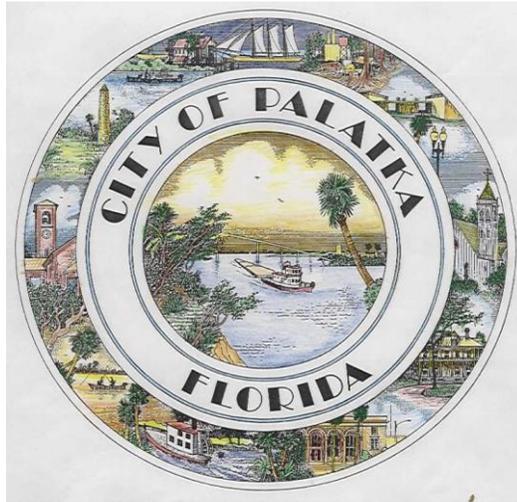
**CITY CLERK**

**APPROVED AS TO FORM  
AND CORRECTNESS:**

---

**CITY ATTORNEY**

# City of Palatka



## Palatka Municipal Airport

### Obstruction/Tree Removal (Phase 1)

**Construction Administration, Periodic Resident  
Engineering & Inspection / Observation, and  
Grant Administration Assistance**

By  
**Passero Associates, LLC**  
(Passero Project No. 24000010.047R)

## Work Order 16-47R

**Work Order 16-47R**  
**Obstruction/Tree Removal (Phase 1)**  
**Bidding, Construction Administration, Periodic Residential Engineering & Inspection / Observation**  
**Palatka Municipal Airport, Palatka, Florida**

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

**Project Location:** Palatka Municipal Airport, Palatka, Florida.

**Project Description:** Conduct the bidding and tree/obstruction removal for both on-airport and off-airport obstruction (tree) removal on the East and Southwest sections of Runway 9/27 (see attached project sketch) for Phase 1 of the project.

**Scope of Basic Services:** Construction Administration, Periodic Resident Engineering and Inspection / Observation, Grant Administration Assistance. (See Attachment A: Scope of Work).

**Scope of Special Services:** None.

**Client Manager:** Terry K. Suggs, City Manager.

**Project Coordinator:** Jonathan Griffith, Project Manager.

**PA Program Manager:** Andrew Holesko, CM, Vice President.

**PA Project Manager:** David F. Harris, III, Senior Construction Inspector.

<b>Basic Services Compensation and Method of Payment:</b>	Not-to-Exceed:	\$ 30,000.00
<b>Total Project Cost:</b>	Not-to-Exceed:	\$ 30,000.00

**Schedule:** As presented and assigned by the City.

**Meetings:** As requested and assigned by the City.

- Deliverables:**
1. Periodic Progress Reports.
  2. One (1) reproducible set of (final) record drawings.
  3. Closeout Documents.

**"Consultant"**  
Passero Associates, LLC

**"Client"**  
City of Palatka, Florida

BY: 

BY: \_\_\_\_\_

Andrew Holesko  
Typed Name

Terry K. Suggs, City Manager  
Typed Name

Title: Vice President

Title: City Manager

ATTEST:

ATTEST:

BY: 

BY: \_\_\_\_\_

Mary Gniech, Contracts/Grants Admin  
Name, Title

Betsy J. Driggers, City Clerk  
Name, Title

Date: 8/2/2016

Date: \_\_\_\_\_

**Attachment A: Scope of Work - Work Order 16-47R**  
**Obstruction/Tree Removal (Phase 1)**  
**Construction Administration, Periodic Resident Engineering & Inspection / Observation, and**  
**Grant Administration Assistance**  
**Palatka Municipal Airport, Palatka, Florida**

**I. Project Description**

Conduct the bidding and tree/obstruction removal for both on-airport and off-airport obstruction (tree) removal on the East and Southwest sections of Runway 9/27 (see attached project sketch) for Phase 1 of the project.

**II. Basic Services**

Passero Associates, LLC (Consultant) will provide the following Basic Services to assist the City of Palatka (City) with the Obstruction/Tree Removal (Phase 1) project:

**A. Construction / Contract Administration**

1. Assist the City in managing the technical and administrative components of the project.
2. Provide periodic updates to the City and airport staff, as requested throughout the life of the project.
3. Provide consultation and advice to the City during construction, including the holding of a pre-construction conference, attendance at construction coordination meetings and other meetings required during the course of construction. Prepare, review, and distribute minutes of these meetings, if applicable.
4. Review, approve or take appropriate action on contractor submittals, such as construction schedules and phasing schedules, shop drawings, product data, catalog cuts, and samples, for conformance with the construction contract requirements.
5. Review and take appropriate action, with the City, on alternative construction methods proposed by the contractor.
6. Review and process supplemental drawings and change orders necessary to properly execute the work within the intended scope and to accommodate changed field conditions.
7. Assist the City in resolving contractor claims and disputes.
8. Interpret the requirements of the contract documents and advise the contractor of these requirements on behalf of the City.
9. Review and furnish the City one reproducible set of the record drawings (to be completed by the contractor) for the completed project.
10. Participate in the pre-final and final inspections of the completed project with City and Airport personnel, the FAA, FDOT, and the contractor.
11. Provide assistance to the City as an expert witness in any litigation that may arise from the development or construction of the project.

**B. Periodic Resident Engineering and Construction Inspection / Observation Phase**

This Phase is field-based. The Consultant will be providing periodic observation services on the construction site. The RE / Inspector shall assist the City in monitoring and observing the construction phase of the Project by providing the following services:

1. Maintain a project record in accordance with the requirements of the FAA and State of Florida Department of Transportation for aviation capital improvement projects.
2. Review documents and submissions by contractors pertaining to scheduling and advise the City as to their acceptability.
3. Observe the work to determine general conformance to the contract documents and to ascertain the need for correction or rejection of the work.
4. Attend, conduct, and prepare minutes for pre-construction conference, progress meetings, the final inspection meeting of the completed project, and any other special meetings, as needed or requested by the City.
5. Interpret the contract plans and specifications and monitor the construction activities to maintain general compliance with the intent of the design. This does not include extensive and exhaustive reviews of all elements of the project.
6. Measure, compute or check quantities of work performed and quantities of materials in-place for partial and final payments to the contractor.
7. Prepare and submit reports of construction activity and problems encountered, as required by the City, FAA, and the State of Florida Department of Transportation.
8. Prepare, review and approve periodic and final payments to contractor.
9. Review Contractors final records, including as-built drawings, record drawings, and certification of project completion and project closeout documents.
10. Assist City with the project closeout.

**C. Clarification of Responsibilities / Duties of Consultant**

Passero Associates, LLC construction-phase work tasks are limited to those specified in this Work Order, No. 16-47R, executed by the City. At no time will Passero's responsibilities include supervision or direction of the actual work by the construction contractor or its employees, subcontractors or suppliers. The City acknowledges and affirms that the construction contractor, in accordance with the Contract Documents, is solely responsible for the completion of the Project in a quality and timely manner.

The City acknowledges and affirms that the construction contractor is aware that neither the approval of construction contractor shop drawings nor the presence of Passero representatives nor the observation of the work by Passero representatives shall excuse the contractor in any way from defects discovered in the Work.

The City acknowledges and affirms that Passero staff will not control, direct or be responsible for construction means, methods, techniques, sequences (other than specified in the Construction Phasing Plan) or procedures in connection with the contractor's work, and that the construction contractor is responsible for project site safety.

#### **D. Grants Administration Assistance**

Throughout the duration of this project, the Consultant will provide grants administration assistance to the City as follows:

1. Assist the City in the preparation and input of this project's information into their airport JACIP program.
2. Assist in the preparation of reimbursement request package, coordination of execution by City, and submissions to the FAA and FDOT.
4. Assist City in compiling and submitting necessary project quarterly reports and closeout documents required by the FAA and FDOT.
5. Serve as liaison for the City with FAA and FDOT, as requested.

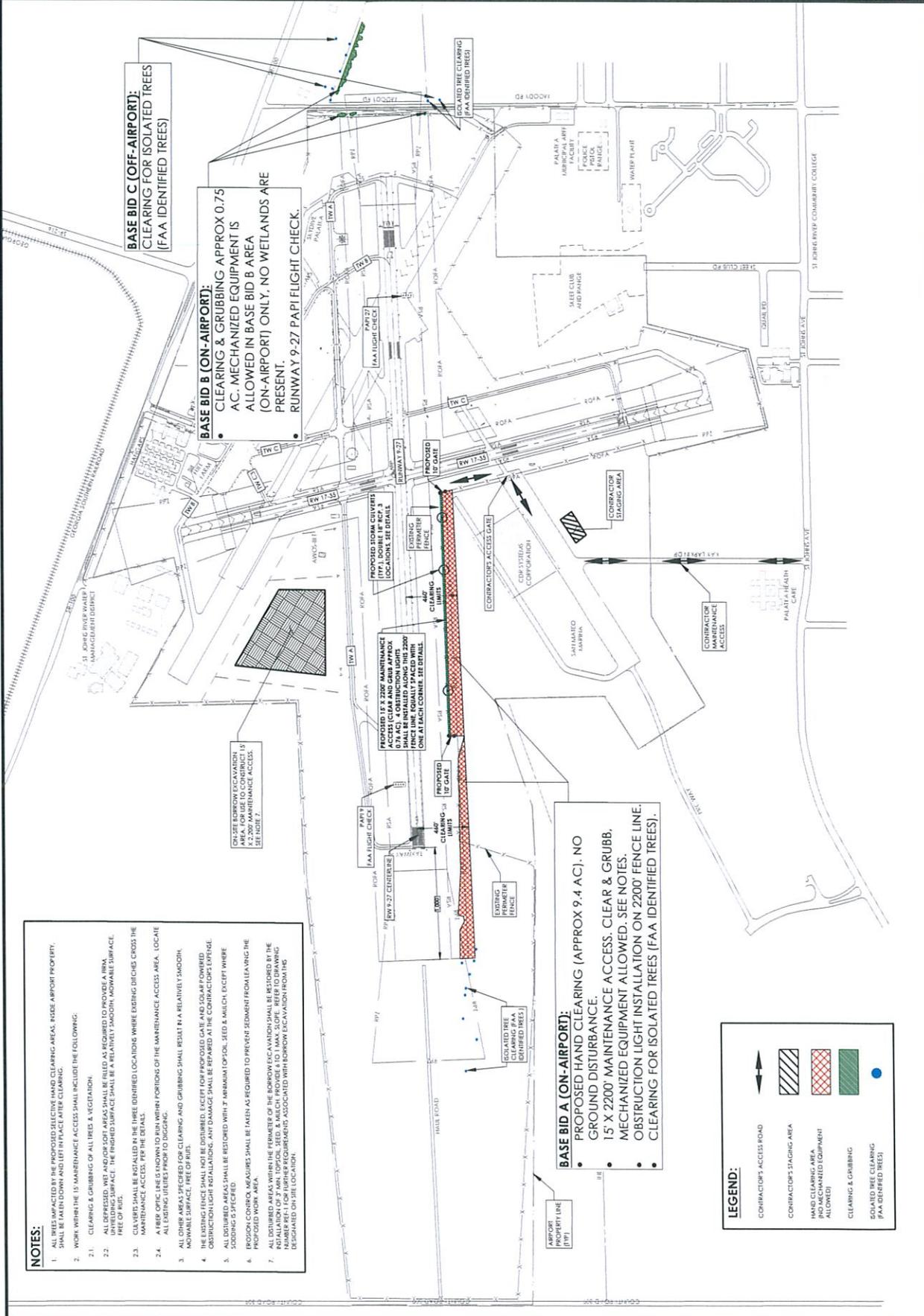
#### **III. SPECIAL SERVICES**

This Scope of Work provides no Special Services for the project.

#### **IV. OTHER CONSIDERATIONS**

1. Additional Services that may be required during the life of the project, shall be performed, as agreed upon by the City and Consultant, and as approved, in writing, by the City, with concurrence from FAA and FDOT, prior to such services being rendered or performed.
2. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from City archives. Passero shall have the right to rely on this data and Passero is not responsible for data that is not provided for in the course of this Agreement.

**END OF SCOPE OF WORK**



**BASE BID C (OFF-AIRPORT):**  
CLEARING FOR ISOLATED TREES  
(FAA IDENTIFIED TREES)

**BASE BID B (ON-AIRPORT):**  
CLEARING & GRUBBING APPROX 0.75  
AC. MECHANIZED EQUIPMENT IS  
ALLOWED IN BASE BID B AREA  
(ON-AIRPORT) ONLY. NO WETLANDS ARE  
PRESENT.  
RUNWAY 9-27 PAPI FLIGHT CHECK.

ISOLATED TREE CLEARING  
(FAA IDENTIFIED TREES)

PROPOSED BORROW EXCAVATION  
AREA FOR USE TO CONSTRUCT 15'  
X 2200' MAINTENANCE ACCESS.  
SEE NOTES FOR DETAILS.

EXISTING PERIMETER  
CLEARING 15' X 2200'  
SEE NOTES FOR DETAILS.

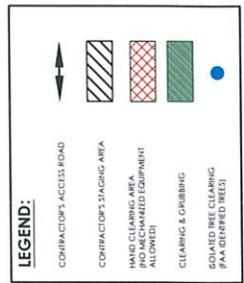
CONTRACTOR ACCESS GATE

CONTRACTOR STAGING AREA

CONTRACTOR MAINTENANCE AREAS

**BASE BID A (ON-AIRPORT):**  
PROPOSED HAND CLEARING (APPROX 9.4 AC). NO  
GROUND DISTURBANCE.  
15' X 2200' MAINTENANCE ACCESS. CLEAR & GRUBB.  
MECHANIZED EQUIPMENT ALLOWED. SEE NOTES.  
OBSTRUCTION LIGHT INSTALLATION ON 2200' FENCE LINE.  
CLEARING FOR ISOLATED TREES (FAA IDENTIFIED TREES).

- NOTES:**
- ALL TREES IMPACTED BY THE PROPOSED SELECTIVE HAND CLEARING AREAS, INSIDE AIRPORT PROPERTY, SHALL BE MAINTAINED AND LEFT IN PLACE AFTER CLEARING.
  - WORK WITHIN THE 15' MAINTENANCE ACCESS SHALL INCLUDE THE FOLLOWING:
    - CLEARING & GRUBBING OF ALL TREES & VEGETATION.
    - ALL EXISTING, NEW AND PAPI LIGHTS SHALL BE MAINTAINED AS REQUIRED TO PROVIDE A 100% UNYIELDING SURFACE. THE FINISHED SURFACE SHALL BE A RELATIVELY SMOOTH, MOVABLE SURFACE, FREE OF RIDS.
    - CLEARING SHALL BE INSTALLED IN THE THREE IDENTIFIED LOCATIONS WHERE EXISTING DITCHES CROSS THE MAINTENANCE ACCESS. THE DETAILS.
    - A REEF OPTIC LINES SHOWN TO RUN WITHIN PORTIONS OF THE MAINTENANCE ACCESS AREA. LOCATE ALL EXISTING UTILITIES PRIOR TO DIGGING.
  - ALL OTHER AREAS SPECIFIED FOR CLEARING AND GRUBBING SHALL RESULT IN A RELATIVELY SMOOTH, MOVABLE SURFACE, FREE OF RIDS.
  - THE EXISTING FENCE SHALL NOT BE REMOVED. EXCEPT FOR PROPOSED CUTS FOR AIRBORNE OBSTRUCTION LIGHTS, NO SIGNIFICANT DAMAGE SHALL BE INCURRED AT THE CONTRACTOR'S EXPENSE. SIGNIFICANT DAMAGE SHALL BE REDIGGED WITH 7" MINIMUM TOPSOIL, SEED & MULCH, EXCEPT WHERE NOTED OTHERWISE.
  - PROPOSED CONSTRUCTION MEASURES SHALL BE TAKEN AS REQUIRED TO PREVENT SEDIMENT FROM LEAVING THE PROPOSED WORK AREA.
  - ALL DISTURBED AREAS WITHIN THE PERIMETER OF THE BORROW EXCAVATION SHALL BE RESTORED BY THE REINSTALLATION OF 3" MIN. TOPSOIL, SEED & MULCH PROVIDED TO 1 MAX. SLOPE. REFER TO DRAWING NUMBER REF FOR FURTHER REQUIREMENTS ASSOCIATED WITH BORROW EXCAVATION FROM THE REGULATED DISTURBANCE.





**CCNA CERTIFICATION**

I, **Don Holmes**, in my capacity as Attorney for the **City of Palatka**, Florida, a political subdivision of the State of Florida, the grantee under the Florida Department of Transportation (FDOT) Grant Project Number **438052-1** for **PALATKA KAY LARKIN FIELD OBSTRUCTION REMOVAL** dated **1/26/16** do hereby certify that the professional services contract between the **City of Palatka** and **Passero Associates, LLC**, as consultant, which contract will be funded by the within referenced FDOT contract, was entered into full compliance with Florida Statutes 287.055 known as the Consultants' Competitive Negotiation Act.

---

**Don Holmes**

---

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
PUBLIC TRANSPORTATION  
SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT

Number 1

Financial Project No.: <u>438052-1-94-17</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DDR,DPTO</u>	FLAIR Approp.: <u>088719</u>
Contract No.: <u>G0884</u>	Function: <u>637</u>	FLAIR Obj.: <u>751000</u>
CFDA Number: _____	Federal No.: _____	Org. Code: <u>55022020228</u>
	DUNS No.: <u>80-939-7102</u>	Vendor No.: <u>VF596000401002</u>
	CSFA Number: <u>55.004</u>	

THIS AGREEMENT, made and entered into this 22<sup>d</sup> day of August, 2016  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and City of Palatka  
4015 Reid Street Palatka, FL 32177  
hereinafter referred to as Agency.

WITNESSETH:

WHEREAS, the Department and the Agency heretofore on the 14<sup>th</sup> day of March, 2016  
entered into a Joint Participation Agreement; and  
WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended  
hereto; and  
WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment  
"A" for a total Department Share of \$ 334,220.00  
NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow  
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended  
and supplemented as follows:

**1.00 Project Description:** The project description is amended

Remove obstructions (trees) in approach and transitional surfaces to R/W 9-27, including permitting, mitigation, tree  
removal, administration and Palatka Municipal Lt. Kay Larkin Field

Urban Transportation Development  
RECEIVED

AUG 08 2016

Urban Planning & Development  
Modal Development

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is  increased  decreased by \$ 578,400.00  
bringing the revised total cost of the project to \$ 640,900.00

Paragraph 4.00 of said Agreement is  increased  decreased by \$ 271,720.00  
bringing the Department's revised total cost of the project to \$ 334,220.00

**3.00 Amended Exhibits:**

Exhibit(s) B & D of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 18.00 of said Agreement 12/31/2018.

**5.00 E-Verify:**

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 438052-1-94-17

Contract No. G0884

Agreement Date August 22, 2016

Except as hereby modified, amended or changed, all other terms of said Agreement dated 3/14/2016  
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first  
above written.

AGENCY

City of Palatka

AGENCY NAME

Terry Suggs, City Manager

SIGNATORY (PRINTED OR TYPED)

*Terry Suggs*

SIGNATURE

City Manager

TITLE

ATTEST:

Bethan J. Duggan  
CITY CLERK

FDOT

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

*Melvin K. Badwell 8.22.16*

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

James M. Knight, P.E.

DEPARTMENT OF TRANSPORTATION

*James M. Knight 8/16/16*

Urban Planning and Modal Administrator

TITLE



Financial Project No. 438052-1-94-17

Contract No. G0884

Agreement Date August 22, 2016

**ATTACHMENT "A"**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and City of Palatka  
4015 Reid Street Palatka, FL 32177

dated 3-14-2016

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Additional funding for the removal of obstructions in the approach and transitional surfaces to runway 9-27

	As Approved	As Amended	Net Change
I. Project Cost	\$62,500.00	\$640,900.00	\$578,400.00
II. Fund	As Approved DDR,DPTO	As Amended DDR,DPTO	Net DDR,DPTO
Department:	\$62,500.00	\$334,220.00	\$271,720.00
Agency:	\$0.00	\$6,680.00	\$6,680.00
Federal:	\$0.00	\$300,000.00	\$300,000.00
<b>Total Project Cost</b>	<b>\$62,500.00</b>	<b>\$640,900.00</b>	<b>\$578,400.00</b>

Comments:

The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

**ATTACHMENT "A"**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

<b>FY</b>	<b>Amount</b>
2016	\$62,500.00
2017	\$271,720.00

**RESOLUTION NO. 2016 – 12 - 48**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING THE CITY MANAGER AND CITY CLERK TO  
EXECUTE AND ATTEST A SUPPLEMENTAL JOINT PARTICIPATION  
AGREEMENT WITH THE FLORIDA DEPARTMENT OF  
TRANSPORTATION FOR OBSTRUCTION/TREE REMOVAL,  
INCLUDING PERMITTING, MITIGATION AND ADMINISTRATION AT  
THE PALATKA MUNICIPAL AIRPORT**

**WHEREAS**, on August 21, 2014, The FAA provided the City of Palatka with a list of trees affecting navigation to Runway 9-27 at the Palatka Municipal Airport; and

**WHEREAS**, after having reached an agreement on cost of removal of the obstructions (trees), on January 28, 2016 the Palatka City Commission adopted Resolution No. 2016-12-06 authorizing the execution of a Joint Participation Agreement in the amount of \$62,500 for FP No. 438052-01-94-16 for obstruction/tree removal, including permitting, mitigation and administration (the Project), at the Palatka Municipal Airport/Kay Larkin Field, with a total project amount of \$62,500, to be 100% funded by FDOT (REDI funds) and a completion date of 12/31/2018; and

**WHEREAS**, the City of Palatka and the Florida Department of Transportation have now reached an amended agreement for the Project, and the Florida Department of Transportation has now proposed a Supplemental Joint Participation Agreement with the City of Palatka for the above project, identified as F.P. Number 438052-1-94-17, with a completion date of 12/31/2018, to amend Exhibits B and D of said Joint Participation Agreement to increase the total Agreement amount ; and

**WHEREAS**, the total project cost for the above described project at Palatka Municipal Airport/Kay Larkin Field is increased by \$578,400, amending the total project cost from \$62,500.00 to a new total project cost of \$640,900, with the Florida Department of Transportation (FDOT) funding 52%, or \$334,220, an increase of \$271,720; and the Federal Aviation Agency (FAA) funding 47%, or \$300,000, an increase of \$300,000; and the City of Palatka funding 1%, or \$6,680.00, an increase of \$6,680.00, for which the City is eligible for and has requested a REDI waiver pursuant to FS 288.0656; and

**WHEREAS**, it is in the best interest of the City of Palatka to go forward with the Joint Participation Agreement and amend the FY 2015-2016 budget; and

**NOW THEREFORE**, be it resolved as follows:

1. That the City Manager, Terry K. Suggs, and City Clerk, Betsy J. Driggers, are hereby authorized to execute and attest the Supplemental Joint Participation Agreement on behalf of the City of Palatka for the removal of obstructions (trees) in approach and transitional surfaces to R/W 9-27, including permitting, mitigation, tree removal and administration at the Palatka Municipal Airport/Kay Larkin Field, F.P. Number 438052-1-94-17;
2. that the City Manager is hereby authorized to sign requests for Contract Time Extensions, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project;
3. That the revenues of the City of Palatka Airport Fund Budget for the Fiscal Year 2015-2016 are amended as follows:

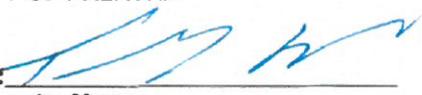
<b>REVENUES:</b>		<b>Last</b>	<b>Recommended</b>	<b>As</b>
<i>Revenue Number</i>	<i>Description</i>	<b>Approved</b>	<b>Amendments</b>	<b>Amended</b>
005-00-389-2-8103	FAA OBSTRUCTION/TREE RMVL	\$ -	\$ 300,000	\$ 300,000
005-00-389-3-8906	FDOT OBSTRUCTION/TREE RMVL	\$ 62,500	\$ 271,720	\$ 334,220
005-00-389-9-0001	TRANSFER FROM GENERAL FUND	\$ 133,272	\$ 6,680	\$ 139,952
<b>TOTAL REVENUES AMENDED:</b>		<b>\$ 195,772</b>	<b>\$ 578,400</b>	<b>\$ 774,172</b>

4. That the revenues of the City of Palatka Airport Fund Budget for the Fiscal Year 2015-2016 are amended as follows:

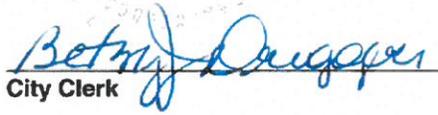
EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
005-05-542-6-6296	FDOT OBSTRUCTION/TREE RMVL	\$ 62,500	\$ 578,400	\$ 640,900
TOTAL EXPENDITURES AMENDED:		\$ 62,500	\$ 578,400	\$ 640,900

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 28<sup>th</sup> day of July, 2016

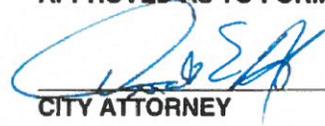
CITY OF PALATKA

BY:   
Its Mayor

ATTEST:

  
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

  
CITY ATTORNEY



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**Adopt resolution 2016-12-77** authorizing the Mayor, City Manager and City Clerk to execute and attest Passero Work Order 16-50 in an amount not to exceed \$4,000 for DBE Plan Update and Annual Achievement Reporting Assistance for FAA AIP 28J Projects. (100% FAA/FDOT Grant Funded)

### **SUMMARY:**

Passero Associates, Airport Engineers, has submitted Work Order 16-50, which, once executed, will enable our Airport Engineers to assist the City with updating the Disadvantaged Business Enterprise (DBE) Plan for 2015/16/17 as well as assist in the annual DBE Achievement Reporting through the FAA DBE-Connect System. Passero will update DBE Annual Goals & Planning and will assist with required FAA reporting for Palatka Municipal Airport/28J Projects.

This is required by FAA for airport sponsors (City) that receive federal funding. This is 100% grant funded (90% FAA, 10% FDOT).

### **RECOMMENDED ACTION:**

**Adopt a resolution authorizing the Mayor, City Manager and City Clerk to execute and attest Passero Work Order 16-50 in an amount not to exceed \$4,000 for DBE Plan Update and Annual Achievement Reporting Assistance for FAA AIP 28J Projects (100% FAA/FDOT Grant Funded)**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Resolution WO 16-50	Resolution
▫ Passero WO #16-50	Exhibit
▫ CCNA Form	Backup Material

### **REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	10/3/2016 - 7:12 PM
City Clerk	Driggers, Betsy	Approved	10/3/2016 - 7:12 PM
City Manager	Suggs, Terry	Approved	10/4/2016 - 8:51 AM

**RESOLUTION No. 2016-12-**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF PASSERO & ASSOCIATES WORK ORDER # 16-50 IN AN AMOUNT NOT TO EXCEED \$4,000 FOR DBE PLAN UPDATE FOR 2015/16/17 AND ANNUAL REPORTING ASSISTANCE FOR FAA AIP PROJECTS AT THE PALATKA MUNICIPAL AIRPORT (90% FAA/10% FDOT FUNDED)**

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

**WHEREAS**, Passero Associates, the City's designated Airport Engineers, has proposed work order # 16-50 in an amount not to exceed \$4,000 to assist the City with updating the overall goals of the Palatka Municipal Airport's Disadvantaged Business Enterprise (DBE) Plan for 2015/2016/2107 and assist in the Annual DBE Achievement Reporting through the FAA DBE-Connect System (the Project) as required for FAA AIP 28J Projects; and

**WHEREAS**, the **City** deems it reasonable and necessary to enter into WO #16-50 with Passero & Associates for the said **Project**.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Palatka, Florida, that the Mayor, City Manager and City Clerk are hereby authorized to execute and attest Passero & Associates supplemental agreement 16-50 in an amount not to exceed \$4,000 to update the DBE Goals, Plan and Assist with Annual DBE Achievement Reporting to the FAA for FAA AIP 28J Projects.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 13<sup>th</sup> day of October, 2016.

**CITY OF PALATKA**

---

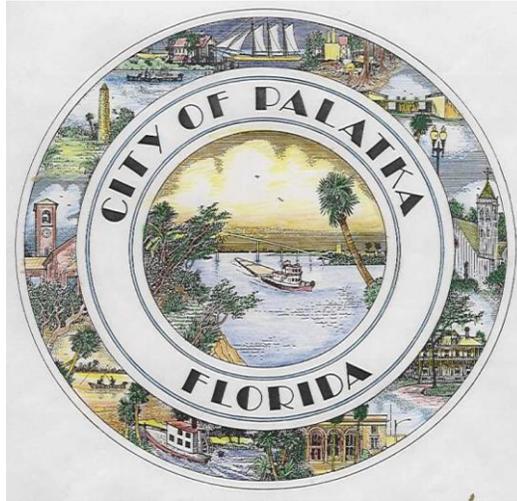
**By: Its MAYOR**

**ATTEST:**

---

**CITY CLERK**

# City of Palatka



## Palatka Municipal Airport (28J)

**DBE Plan Update for 2015-2016-2017**  
**and**  
**Annual DBE Achievement Reporting Assistance**  
**for**  
**FAA AIP 28J Projects**

By  
**Passero Associates, LLC**  
(Passero Project No. 24000010.0050)

**Work Order 16-50**

**Work Order 16-50**  
**DBE Plan Update for 2015-2016-2017 & Annual DBE Achievement Reporting Assistance**  
**for Palatka Municipal Airport's (28J) FAA Airport Projects**  
**Palatka Municipal Airport (28J), City of Palatka, FL**

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

**Project Location:** Palatka Municipal Airport, Palatka, Florida.

**Project Description:** Passero will assist the City with updating the Overall Goals of the Palatka Municipal Airport's Disadvantaged Business Enterprise (DBE) Plan for 2015/2016/2017, and assist in the annual DBE Achievement Reporting through the FAA dbE-Connect System.

**Scope of Basic Services:** Update DBE Goals, Plan, and Assist with Annual DBE Achievement Reporting to the FAA. (See Attachment A: Scope of Work).

**Scope of Special Services:** None.

**Client Manager / Project Coordinator:** Terry K. Suggs, City Manager.

**PA Program Manager:** Andrew Holesko, CM, Vice President.

**PA Project Manager:** Andrew Holesko, CM, Vice President.

<b>Basic Services Compensation and Method of Payment:</b>	Not-to-Exceed:	\$ 4,000.00
<b>Total Project Cost:</b>	Not-to-Exceed:	\$ 4,000.00

**Schedule:** As presented and assigned by the City.

**Meetings:** As requested and assigned by the City.

**Deliverables:**  
1. 2015-2016-2017 DBE Goals and Updated Plan Document.  
2. Report DBE Achievements for FY 2015, 2016 and 2017 into the FAA dbE-Connect System.

**"Consultant"**  
Passero Associates, LLC

**"Client"**  
City of Palatka

BY: 

BY: \_\_\_\_\_

Andrew Holesko, Vice President  
Typed Name, Title

Terry K. Suggs, City Manager  
Typed Name, Title

BY: \_\_\_\_\_

Terrill L. Hill, Mayor  
Typed Name, Title

ATTEST:

ATTEST:

BY: 

BY: \_\_\_\_\_

Mary Gniech, Contracts/Gr. Adm.  
Name, Title

\_\_\_\_\_  
Name, Title

Date: 8/2/2016

Date: \_\_\_\_\_

**Attachment A: Scope of Work - Work Order 16-50**  
**DBE Plan Update for 2015-2016-2017 & Annual DBE Achievement Reporting Assistance**  
**for Palatka Municipal Airport (28J) FAA Airport Projects**

**I. Project Description**

This Project involves assisting the City of Palatka update the overall goals of the Palatka Municipal Airport's Disadvantaged Business Enterprise (DBE) Plan for 2015/2016/2017, and assisting in the annual Achievement Reporting for those years, through the FAA dbE-Connect System.

**II. Basic Services**

Passero Associates, LLC (Consultant) will provide the following Basic Services to assist the City of Palatka (City) with the DBE Plan Update for 2015-2016-2017 & Annual DBE Achievement Reporting:

**A. Update DBE Goals for the 2015-2016-2017 3-year period**

1. Assess the 5-Year Capital Improvement Plan for airport planning and development projects that would be applicable to the DBE Plan Goals.
2. Evaluate the overall goals and base figure determination for FDOT District 2, Palatka "market area".
3. Assess the current Overall DBE Goals and determine if a modification is applicable. And, if a modification is needed, establish a new Overall DBE Goal for the current 3-year period.
4. Prepare final draft report for City to review and approve. Assist the City inform the public of the proposed goals by publishing a notice in the Palatka Daily News, appropriate local minority and women's professional organizations, and to the local Chamber of Commerce.
5. Assist the City respond to comments from the public.
6. Prepare and assist the City publish and submit the final 2015/2016/2017 DBE Plan Update.

**B. Assist in Reporting 2015, 2016 and 2017 DBE Goal Achievements**

1. Assist City identify DBE Achievements for FY 2015, FY 2016 and FY 2016.
2. Assist City with filing the 2015, 2016 and 2017 annual reports via the FAA dbE-Connect! Online reporting system.

**III. SPECIAL SERVICES**

This Scope of Work provides no Special Services for the project.

**IV. OTHER CONSIDERATIONS**

1. Additional Services that may be required during the life of the project, shall be performed, as agreed upon by the City and Consultant, and as approved, in writing, by the City, with concurrence from FAA and FDOT, as applicable, prior to such services being rendered or performed.
2. The City is responsible for providing complete and thorough data in a timely fashion as requested by Passero, including all necessary data from City archives. Passero shall have the right to rely on this data and Passero is not responsible for data that is not provided for in the course of this Agreement.

**END OF SCOPE OF WORK**



**CCNA CERTIFICATION**

I, **Don Holmes**, in my capacity as Attorney for the **City of Palatka**, Florida, a political subdivision of the State of Florida, the grantee under the Florida Department of Transportation (FDOT) Grant Project Number **438052-1** for **PALATKA KAY LARKIN FIELD OBSTRUCTION REMOVAL** dated **1/26/16** do hereby certify that the professional services contract between the **City of Palatka** and **Passero Associates, LLC**, as consultant, which contract will be funded by the within referenced FDOT contract, was entered into full compliance with Florida Statutes 287.055 known as the Consultants' Competitive Negotiation Act.

---

**Don Holmes**

---

Date



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Adopt Resolution No. 2016-12-78** authorizing the submission of an application for a USDA Community Facilities Grant to purchase a Dump Truck and a Skid Steer Loader.

**SUMMARY:**

The purpose of this grant is to obtain 55% (\$95,026.00) of the purchase price of a Dump Truck and Skid Steer Loader for the Streets Department of the City of Palatka Public Works with a total procurement cost of \$172,774.00. These pieces of equipment are essential in the work required of the City's Streets Department to preserve, repair and improve the infrastructure of the City.

**RECOMMENDED ACTION:**

**Adopt the resolution authorizing the submission of an application for a United States Department of Agriculture Community Facilities Grant with a total procurement cost of \$172,774.00 for the purchase of a Dump Truck and a Skid Steer Loader.**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Resolution USDA CF Grant Dump Truck and Sid Steer Loader	Resolution
▫ USDA CF Grant Narrative Dump Truck and Skid Steer Loader Purchase	Backup Material
▫ USDA CF Grant Application - Dump Truck and Skid Steer Loader Purchase	Backup Material

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Grants & Projects	Griffith, Jonathan	Approved	10/4/2016 - 3:01 PM
City Clerk	Driggers, Betsy	Approved	10/4/2016 - 3:46 PM

**RESOLUTION No. 2016-**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING AN APPLICATION FOR A UNITED STATES DEPARTMENT OF AGRICULTURE COMMUNITY FACILITIES GRANT TO FUND 55% OF THE PURCHASE COST OF A DUMP TRUCK AND A SKID STEER LOADER AND AUTHORIZING EXECUTION AND SUBMITTAL OF ALL NECESSARY DOCUMENTS IN CONNECTION THEREWITH**

**WHEREAS**, the City of Palatka City Commission authorizes the submittal of an application for a United States Department of Agriculture Community Facilities Grant for 55% of the procurement cost (\$95,026.00) of the purchase of Dump Truck and a Skid Steer Loader (the PROJECT); and

**WHEREAS**, the project will not be transferring jobs/employment or producing goods/services where there is no demand and Labor Department clearance.

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

**Section 1.** The City of Palatka shall apply for a Community Facilities Grant from the United States Department of Agriculture (USDA) with a total project cost of \$172,774.00 with the USDA funding \$95,026.00 of the total project cost with the proceeds of said grant being utilized for the purchase of a Dump Truck and a Skid Street Loader or their equivalent;

**Section 2.** The Mayor, Terrill L. Hill, or his successor, is specifically authorized to execute any and all documents necessary and required by USDA to file the Grant Application referred to in Section 1 above, and to confirm the City's assurance that the City will comply, as appropriate, with those requirements under Title VI, Civil Rights Act of 1964, Drug-Free Workplace Regulations and Equal Opportunity Regulations, and any other Federal regulations as may be required by USDA;

**Section 3.** The Mayor, Terrill L. Hill, or his successor, is specifically authorized to execute any and all documents necessary to consummate the grant; and

**Section 4.** That the City Manager is hereby designated as the City's authorized representative in carrying out the City's responsibilities under the grant agreement.

**PASSED AND ADOPTED** by the Palatka City Commission this 8th day of September, 2016.

**CITY OF PALATKA**

---

**By: Its MAYOR**

**ATTEST:**

---

**CITY CLERK**

**APPROVED AS TO FORM AND LEGALITY:**

---

**CITY ATTORNEY**

## USDA Community Facility Grant Application – City of Palatka Dump Truck and Skid Steer Loader Purchase

A skid steer loader and a dump truck serve the community and its citizens through the functions they support in the Streets Department. With this purchase the Street Department of the City of Palatka can begin to more efficiently preserve, repair and improve the streets throughout the community. The City of Palatka will benefit in the following ways:

### **Public Safety:**

These key pieces of equipment will serve the community during storm clean up necessary to keep the streets clear of large debris, digging crew repairs, street and sidewalk paving repairs/new installation, streetscape projects, the collection of downed trees and/or limbs, and the removing of large appliances/furniture from the curbside as a service to the residents to list a few. Keeping the streets and right of ways clear is extremely important so that line of sight is clear as well as keeping pedestrians, runners and cyclist from swerving into the roadway to avoid large items, dirt, and mud which could catch motorists unaware causing accidents and major injuries.

The dump truck will be of use in the hauling of sand and dirt to various street projects, while the skid steer loader can be used to move large amounts of materials safely. For example, Palatka has two historic districts on the National Register that are still paved with brick streets. These streets are in dire need of raising and resetting the bricks to even the surface of the road and in some spots to keep the bricks from popping up and creating a safety hazard for both cars and bicyclists. With the dump truck purchase the City would be better equipped to maintain and repair the brick streets by the ability to in-house haul in the necessary sand to set the brick streets and the skid steer loader could be used to load on pallets and move the bricks as they are raised before being reset.

Many of the City's asphalt streets and concrete sidewalks are also identified as needing extensive repair/replacement in order to maintain a safe environment for its citizens. The removal of hazardous waste such as abandoned/dumped tires from residential areas within the city is scheduled regularly now using a trailer and a pick-up truck instead of the more efficient dump truck and skid steer loader that are needed .

In conclusion, Palatka is creating a proactive plan to obtain the essential equipment needed to move forward and begin improving the City's infrastructure through creating new assets and preserving current assets while increasing their useful life within the community. The City has a need for a dump truck and a skid steer loader on a daily basis to best serve the community.



## INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:																
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.																
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).																
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.																
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project																
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.																
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.																
7.	Select the appropriate letter in the space provided. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. State</td> <td style="width: 50%;">I. State Controlled Institution of Higher Learning</td> </tr> <tr> <td>B. County</td> <td>J. Private University</td> </tr> <tr> <td>C. Municipal</td> <td>K. Indian Tribe</td> </tr> <tr> <td>D. Township</td> <td>L. Individual</td> </tr> <tr> <td>E. Interstate</td> <td>M. Profit Organization</td> </tr> <tr> <td>F. Intermunicipal</td> <td>N. Other (Specify)</td> </tr> <tr> <td>G. Special District</td> <td>O. Not for Profit Organization</td> </tr> <tr> <td>H. Independent School District</td> <td></td> </tr> </table>	A. State	I. State Controlled Institution of Higher Learning	B. County	J. Private University	C. Municipal	K. Indian Tribe	D. Township	L. Individual	E. Interstate	M. Profit Organization	F. Intermunicipal	N. Other (Specify)	G. Special District	O. Not for Profit Organization	H. Independent School District		17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
A. State	I. State Controlled Institution of Higher Learning																		
B. County	J. Private University																		
C. Municipal	K. Indian Tribe																		
D. Township	L. Individual																		
E. Interstate	M. Profit Organization																		
F. Intermunicipal	N. Other (Specify)																		
G. Special District	O. Not for Profit Organization																		
H. Independent School District																			
8.	Select the type from the following list: <ul style="list-style-type: none"> <li>• "New" means a new assistance award.</li> <li>• "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.</li> <li>• "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Increase Award</td> <td style="width: 50%;">B. Decrease Award</td> </tr> <tr> <td>C. Increase Duration</td> <td>D. Decrease Duration</td> </tr> </table> </li> </ul>	A. Increase Award	B. Decrease Award	C. Increase Duration	D. Decrease Duration	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)												
A. Increase Award	B. Decrease Award																		
C. Increase Duration	D. Decrease Duration																		
9.	Name of Federal agency from which assistance is being requested with this application.																		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.																		

**BUDGET INFORMATION - Construction Programs**

*NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.*

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ .00	\$ .00	\$ .00
2. Land, structures, rights-of-way, appraisals, etc.	\$ .00	\$ .00	\$ .00
3. Relocation expenses and payments	\$ .00	\$ .00	\$ .00
4. Architectural and engineering fees	\$ .00	\$ .00	\$ .00
5. Other architectural and engineering fees	\$ .00	\$ .00	\$ .00
6. Project inspection fees	\$ .00	\$ .00	\$ .00
7. Site work	\$ .00	\$ .00	\$ .00
8. Demolition and removal	\$ .00	\$ .00	\$ .00
9. Construction	\$ .00	\$ .00	\$ .00
10. Equipment	\$ .00	\$ .00	\$ .00
11. Miscellaneous	\$ .00	\$ .00	\$ .00
12. SUBTOTAL (sum of lines 1-11)	\$ .00	\$ .00	\$ .00
13. Contingencies	\$ .00	\$ .00	\$ .00
14. SUBTOTAL	\$ .00	\$ .00	\$ .00
15. Project (program) income	\$ .00	\$ .00	\$ .00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ .00	\$ .00	\$ .00
<b>FEDERAL FUNDING</b>			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X _____%		\$ .00

## INSTRUCTIONS FOR THE SF-424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal Government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount, there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions, please contact the Federal agency.

*Column a.* - If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATION."

If this application entails a change to an existing award, enter the eligible amounts *approved under the previous award* for the items under "COST CLASSIFICATION."

*Column b.* - If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is *not* allowable for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

*Column.* - This is the net of lines 1 through 16 in columns "a." and "b."

---

Line 1 - Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchases of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

Line 4 - Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

**ASSURANCES - CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Adopt Resolution No. 2016-12-79** authorizing the submission of an application for a USDA Community Facilities Grant to purchase two(2) Half-Ton Trucks and one (1) Backhoe.

**SUMMARY:**

The purpose of this grant is to obtain 55% (\$90,035.00) of the purchase price of two (2) Half-Ton Trucks and one (1) Backhoe for the Streets Department of the City of Palatka Public Works with a total procurement cost of \$163,701.00. This equipment is essential in the work required of the City’s Streets Department to preserve, repair and improve the infrastructure of the City.

**RECOMMENDED ACTION:**

**Adopt the resolution authorizing the submission of an application for a United States Department of Agriculture Community Facilities Grant with a total procurement cost of \$163,701.00 for the purchase of two (2) Half-Ton Trucks and one (1) Backhoe.**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Resolution _ USDA CF_ Half-ton Truck and Backhoe	Resolution
▫ USDA CF Narrative - Half-ton Trucks and Backhoe	Backup Material
▫ USDA CF_ Application_ Half-Ton Truck_Backhoe	Backup Material

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Grants & Projects	Griffith, Jonathan	Approved	10/4/2016 - 3:01 PM
City Clerk	Driggers, Betsy	Approved	10/4/2016 - 3:46 PM

**RESOLUTION No. 2016-**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING AN APPLICATION FOR A UNITED STATES  
DEPARTMENT OF AGRICULTURE COMMUNITY FACILITIES  
GRANT TO FUND 55% OF THE PURCHASE COST OF TWO (2)  
HALF-TON EXTENDED CAB TRUCKS AND ONE (1) BACKHOE  
AND AUTHORIZING EXECUTION AND SUBMITTAL OF ALL  
NECESSARY DOCUMENTS IN CONNECTION THEREWITH**

**WHEREAS**, the City of Palatka City Commission authorizes the submittal of an application for a United States Department of Agriculture Community Facilities Grant for 55% of the procurement cost (\$163,701.00) of the purchase of two (2) half-ton extended cab trucks and one (1) Backhoe (the PROJECT); and

**WHEREAS**, the project will not be transferring jobs/employment or producing goods/services where there is no demand and Labor Department clearance.

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

**Section 1.** The City of Palatka shall apply for a Community Facilities Grant from the United States Department of Agriculture (USDA) with a total project cost of \$163,701.00 with the USDA funding \$90,035.00 of the total project cost with the proceeds of said grant being utilized for the purchase of two (2) half-ton extended cab trucks and one (1) Backhoe or the equivalent;

**Section 2.** The Mayor, Terrill L. Hill, or his successor is specifically authorized to execute any and all documents necessary and required by USDA to file the Grant Application referred to in Section 1 above, and to confirm the City's assurance that the City will comply, as appropriate, with those requirements under Title VI, Civil Rights Act of 1964, Drug-Free Workplace Regulations and Equal Opportunity Regulations, and any other Federal regulations as may be required by USDA;

**Section 3.** The Mayor, Terrill L. Hill, or his successor is specifically authorized to execute any and all documents necessary to consummate the grant; and

**Section 4.** That the City Manager is hereby designated as the City's authorized representative in carrying out the City's responsibilities under the grant agreement.

**PASSED AND ADOPTED** by the Palatka City Commission this 8th day of September, 2016.

**CITY OF PALATKA**

---

**By: Its MAYOR**

## USDA Community Facility Grant Application – City of Palatka

### Half-ton Extended Cab Truck and Back Hoe Purchase

Equipment such as (2) half-ton extended cab trucks and a back hoe serves the community and its citizens through the functions it supports in the Streets Department of Public Works. These functions range from crew transport, construction support, small demolitions, light transportation, excavation, landscaping, breaking asphalt and paving roads. With this purchase the Streets Department of the City of Palatka can begin to more efficiently operate in preservation, repair and growth of its infrastructure throughout the community. The City of Palatka will benefit in the following ways:

The back hoe will serve to increase the safety of the community through its use during storm clean up by enabling the department to keep the streets clear of large debris, digging during crew repairs, supporting street and sidewalk paving repairs/new installation, streetscape projects, the collection of downed trees and/or limbs, and removing large appliances/furniture from the curbside as a service to the residents. The increase of safety for the community associated with the regular use of a back hoe is especially evident in the assistance of removal of roadway debris as these items can cause drivers, pedestrians, runners and cyclist to swerve in avoiding the obstacle in the roadway and cause accidents and major injuries. The ability to purchase a back hoe and keep the numerous functions it performs in house will enable the Streets Department to increase the level of preservation and improvements throughout the community as the expense of renting equipment can become cost prohibitive and the scheduling of such rentals can cause delays in projects.

Two (2) half-ton extended cab trucks are necessary for the movement of crews about the city: hauling the lawn maintenance equipment, street repair sites, street inspections, picking up and hauling away light debris from the streets and right of ways. The purchase of these two (2) half-ton trucks will enable the streets department to better meet the daily needs of the city.

In conclusion, this equipment purchase for the streets department of Palatka's Public Works is necessary in creating a proactive plan to preserve and improve the City's infrastructure and to increase the safety and useful life of the streets and sidewalks within the community.



## INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:																
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.																
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).																
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.																
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project																
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.																
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.																
7.	Select the appropriate letter in the space provided. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. State</td> <td style="width: 50%;">I. State Controlled Institution of Higher Learning</td> </tr> <tr> <td>B. County</td> <td>J. Private University</td> </tr> <tr> <td>C. Municipal</td> <td>K. Indian Tribe</td> </tr> <tr> <td>D. Township</td> <td>L. Individual</td> </tr> <tr> <td>E. Interstate</td> <td>M. Profit Organization</td> </tr> <tr> <td>F. Intermunicipal</td> <td>N. Other (Specify)</td> </tr> <tr> <td>G. Special District</td> <td>O. Not for Profit Organization</td> </tr> <tr> <td>H. Independent School District</td> <td></td> </tr> </table>	A. State	I. State Controlled Institution of Higher Learning	B. County	J. Private University	C. Municipal	K. Indian Tribe	D. Township	L. Individual	E. Interstate	M. Profit Organization	F. Intermunicipal	N. Other (Specify)	G. Special District	O. Not for Profit Organization	H. Independent School District		17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
A. State	I. State Controlled Institution of Higher Learning																		
B. County	J. Private University																		
C. Municipal	K. Indian Tribe																		
D. Township	L. Individual																		
E. Interstate	M. Profit Organization																		
F. Intermunicipal	N. Other (Specify)																		
G. Special District	O. Not for Profit Organization																		
H. Independent School District																			
8.	Select the type from the following list: <ul style="list-style-type: none"> <li>• "New" means a new assistance award.</li> <li>• "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date.</li> <li>• "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Increase Award</td> <td style="width: 50%;">B. Decrease Award</td> </tr> <tr> <td>C. Increase Duration</td> <td>D. Decrease Duration</td> </tr> </table> </li> </ul>	A. Increase Award	B. Decrease Award	C. Increase Duration	D. Decrease Duration	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)												
A. Increase Award	B. Decrease Award																		
C. Increase Duration	D. Decrease Duration																		
9.	Name of Federal agency from which assistance is being requested with this application.																		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.																		



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Grant permission to exceed allowable noise levels and authorize road closures for Special Events Permit No. 16-43 - RockNBlues BBQ Bash, Oct. 14, 5 PM to 10 PM and Oct. 15, 7 AM to 7 PM, Sam Deputy, Downtown Palatka, Inc. - Applicant.**

**SUMMARY:**

As shown in the attached site plan, this event will take place along St. Johns Ave. between 2nd to 6th Streets. Although Class B Special Events can be approved by the Special Events Coordinator, this application includes a noise variance request due to the use of amplified music and also road closures, both of which require City Commission approval.

**RECOMMENDED ACTION:**

**Grant permission to exceed allowable noise levels during the RockNBlues BBQ Bash on Friday, Oct. 14th from 6 PM to 10 PM, and on Saturday, Oct. 15th from 9 AM to 6 PM; and authorize the closure of St. Johns Ave. between 2nd St. and 6th St. during the festival.**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Special Event Permit No 16-43 RockNBlues BBQ Bash	Backup Material

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Special Events	Crowe, Thad	Approved	10/3/2016 - 4:41 PM
City Clerk	Driggers, Betsy	Approved	10/3/2016 - 7:13 PM
City Manager	Suggs, Terry	Approved	10/4/2016 - 8:51 AM

APPLICATION # 116-43

(circle one below)

CLASS A PERMIT - Filing Deadline: 60 days prior to event

CLASS B PERMIT - Filing Deadline: 60 days prior to event

CLASS C PERMIT - Filing Deadline: 30 days prior to event



CITY OF PALATKA  
APPLICATION FOR SPECIAL EVENT

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

a. Downtown Palatka, Inc./Sam Deputy/Valerie Ingamell/Ramicah Johnson

b. CONTACT PERSON Ramicah Johnson TELEPHONE/CELL 386-538-2347

c. EMAIL ramicah@yahoo.com FAX # \_\_\_\_\_

2. ADDITIONAL CONTACT

a. CONTACT PERSON Valerie Ingamell TELEPHONE/CELL 386-546-5545

b. EMAIL VGI0210@aol.com FAX # \_\_\_\_\_

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY RockNBlues BBQ Bash-a cultural festival featuring

live Rock and Blues Entertainment, BBQ vendors, Arts and Craft Vendors, Scarecrow Competition, Kids Zone, Car Show, and fishing toumry

4. DATE & HOURS OF DESIRED USE: Oct. 14, 5 pm-10 pm; Oct. 15, 7 am-7 pm

5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.) - City Dock and 2nd-7th Street

6. ROAD CLOSURES: City Dock area and 2nd Street through 7th Street

7. REQUEST FOR NOISE VARIANCE(Dates and Times): Oct. 14 6-9 pm; Oct. 15 9 am-6 pm

8. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): N/A

9. ESTIMATE OF ANTICIPATED ATTENDANCE 700-800

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT N/A

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

- a. CLASS A: \_\_\_\_\_ \$300.00- 40,000 - 80,000 in attendance per day
- b. CLASS B: X \$100.00 per day Up to 1,000 persons per day
- c. CLASS C: \_\_\_\_\_ \$50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats. Etc.
- d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)

Applications will not be processed and events dates cannot be secured without accompanying application fee.

12. OTHER COSTS: Fees will be determined at the pre-assessment meeting with the organizers and the City Department Heads.

13. ATTACHED ITEMS:  Site Plan (To Include: Parking, Vendor Location, Street Closures, Garbage Containers, Parade/ March Route, Sound System(s) Location, Event Headquarters, and etc.)

Certificate of Insurance SEC 50-222 (See Attached Requirements)

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

**IMPORTANT INFORMATION**

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT DOES NOT INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. Organizers are required to contact the City of Palatka Building & Zoning Department office at 386-329-0103 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

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

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

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

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

- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee and/or any other persons.

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

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

7-12-16  
DATE

  
SIGNATURE OF APPLICANT

**APPROVED:**  
  
SPECIAL EVENTS COORDINATOR DATE

  
CHIEF OF POLICE DATE

**RETURN TO:**  
KE'ONDRA WRIGHT, SPECIAL EVENTS COORDINATOR  
THAD CROWE, PLANNING DIRECTOR  
205 N. 2<sup>nd</sup> Street  
Palatka, FL 32177

(FOR ADDITIONAL INFORMATION PLEASE CALL THE BUILDING & ZONING OFFICE AT 386-329-0103.)



## CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: 9/13/16 Special Events Coordinator: Thad Crowe

- |  |                       |                                     |
|--|-----------------------|-------------------------------------|
| <input checked="" type="checkbox"/> Site Sketch Provided | Event Classification: | <input type="checkbox"/>            |
| <input type="checkbox"/> Tentative Schedule of Events    | Class A               | <input checked="" type="checkbox"/> |
|  | Class B               | <input type="checkbox"/>            |
|  | Class C               | <input type="checkbox"/>            |

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

Name of Special Event/ Production: \_\_\_\_\_

Type of Event: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Location of Event: \_\_\_\_\_

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

	Date	Day	Begin <sup>setup</sup>	End
Event Day 1	<u>Oct 14</u>	<u>Fri</u>	<u>5:00</u> <del>AM/PM</del>	<u>10:00</u> <del>AM/PM</del>
Event Day 2	<u>Oct 15</u>	<u>Sat</u>	<u>7</u> <del>AM/PM</del>	<u>7</u> <sup>Breakdown</sup> <del>AM/PM</del>
Event Day 3	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 4	_____	_____	_____ AM/PM	_____ AM/PM

Set-up for event will begin on (Date) 10/14/16 at (time) 5pm

Break down will be completed by (Date) 10/15/16 at (time) 8pm

Event Sponsor/Organization \_\_\_\_\_

Name of Promoter: \_\_\_\_\_ Tax Exempt No.: \_\_\_\_\_

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

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

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

Law Enforcement (City)  
Police Officer(s)      \$ 23.00 Per hour X 2 Officers X 20 Hours      \$ 460

Fire Personnel      \$ 23.00 Per hour X \_\_\_\_\_ Hours      \$ \_\_\_\_\_

Building Inspector      \$ 23.00 Per hour X \_\_\_\_\_ Hours      \$ \_\_\_\_\_

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

Public Works Personnel      # Personnel 1 X \_\_\_\_\_ Hours @ \$23/hour \$ \_\_\_\_\_

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

Electrician Personnel      \$ 23.00 Per hour X 1 Hours      \$ \_\_\_\_\_

Sanitation Equipment Fee  
# Green Roll-Out Containers waste pro X \$15.00 Per Container      \$ \_\_\_\_\_

Additional Charges (List)

\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_  
\_\_\_\_\_  
\$ \_\_\_\_\_

**TOTAL SPECIAL EVENT FEES (Sponsor/Promoter)**      \$ 660

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

r Estimated peak number of participants (each day of event): Day 1 150  
Day 2 700 Day 3 \_\_\_\_\_ Day 4 \_\_\_\_\_ Day 5 \_\_\_\_\_

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

r Number and location of fire protection services: \_\_\_\_\_

r Inspection(s)- date and time requested: (\$23/hour) Fri 10/14/16 10am; Sat. 10/15/16 8:30am

\*r Electrician ~~serv~~ services- date and time requested: (\$23/hour) \_\_\_\_\_

r Emergency medical services: ambulance locations(s) (note on site plan): \_\_\_\_\_

Number of EMS personnel required: (\$23/hour) \_\_\_\_\_

✓ Number and location for portable toilets: (note location on site plan) Site plan

r Carnival location (if any) (note location on site map) \_\_\_\_\_

r Number of sanitation roll-out containers required (\$15/ container) Waste PRO

r Location of parking/transportation services, if any: \_\_\_\_\_

r Temporary parking, directional signage needed: Downtown Parking

r Type transport vehicles (van, buses, etc.) \_\_\_\_\_

r Location of security and emergency vehicle parking on site: \_\_\_\_\_

\*r Public street barricades/street closures/detours: (note locations on site plan) ON SITE plan

- r Main emergency vehicle access to site (location-also note on site plan): \_\_\_\_\_
- r Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site plan): \_\_\_\_\_
- r Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands (note on site map) \_\_\_\_\_
- r Number and location of food vendors (note on site plan): Street (sides)  
40R5 Food Vendors
- r Staff/ volunteer uniform identification: Badges
- r Sound system(s) location: Main stage - courthouse
- r Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, and etc.): Car Show on Site plan
- r Number and location of temporary signs/banners: Triangle Park  
along Reid St. (city parking lot)
- r Number and location of promotional visual effects: \_\_\_\_\_
- r Watercraft: \_\_\_\_\_
- r Aircraft: \_\_\_\_\_
- r Types & location of on-site advertising (banners, balloons, posters, flyers, inflatables, signs, etc.): \_\_\_\_\_

**Items Outstanding:**

- r Site plan
- ~~\*~~ r 501(C) (3) certificate of exemption
- ~~\*~~ r Nonprofit articles of incorporation, charter and mission statement
- ~~\*~~ r Consent letter (event property): property owners on which special event location is held COUNTY  
(if not held on city property)

HIGHWAY 17 / REID STREET

TO MEMORIAL BRIDGE

Highway 17 / Reid Avenue



Need Cones and - 64



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**Grant permission to exceed allowable noise levels for Special Events Permit No. 16-44 - Community Gospel Jubilee, Nov. 12, 7 AM to 9 PM, Paul Bennett, Applicant.**

### **SUMMARY:**

This event will take place in the Amphitheater in the Riverfront Park. Although Class B Special Events can be approved by the Special Events Coordinator, this application includes a noise variance request due to the use of amplified music, which requires City Commission approval.

### **RECOMMENDED ACTION:**

**Grant permission to exceed allowable noise levels during the Community Gospel Jubilee on Saturday, Nov. 12 from 7 AM to 9 PM.**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Special Event Permit No 16-44 Community Gospel Juilbee	Backup Material

### **REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Special Events	Crowe, Thad	Approved	10/3/2016 - 4:41 PM
City Clerk	Driggers, Betsy	Approved	10/3/2016 - 7:13 PM
City Manager	Suggs, Terry	Approved	10/4/2016 - 8:51 AM

APPLICATION # 16-44

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

CITY OF PALATKA  
APPLICATION FOR SPECIAL EVENT

- 1. NAME AND ADDRESS OF APPLICANT/ORGANIZER
  - a. PAUL BENNETT
  - b. CONTACT PERSON PAUL BENNETT TELEPHONE/CELL 386-559-1847
  - c. EMAIL TPB2@ME.COM FAX # \_\_\_\_\_
- 2. ADDITIONAL CONTACT
  - a. CONTACT PERSON FELICIA TILLERY TELEPHONE/CELL 386-546-3526
  - b. EMAIL Fellsfelicia@yahoo.com FAX # \_\_\_\_\_
- 3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Community Gospel Jubilee
- 4. DATE & HOURS OF DESIRED USE: 7.00AM - 9.00PM 11/12/16
- 5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.) \_\_\_\_\_
- 6. ROAD CLOSURES: N/A MEMORIAL PARKWAY
- 7. REQUEST FOR NOISE VARIANCE(Dates and Times): NOV 12<sup>TH</sup> 7.00AM - 9.00PM
- 8. REQUEST FOR ALCOHOL VARIANCE(Dates, Times, Location): N/A
- 9. ESTIMATE OF ANTICIPATED ATTENDANCE 50
- 10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT N/A

- 11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES
  - a. CLASS A: \_\_\_\_\_ \$300.00- 40,000 - 80,000 in attendance per day
  - b. CLASS B: \_\_\_\_\_ \$100.00 per day Up to 1,000 persons per day
  - c. CLASS C: \_\_\_\_\_ \$50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats and etc.
  - d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly.  
(7% Sales Tax)

Applications will not be processed and events dates cannot be secured without accompanying application fee.

- 12. OTHER COSTS: Fees will be determined at the pre-assessment meeting with the organizers and the City Department Heads.
- 13. ATTACHED ITEMS:
  - p Site Plan (To Include: Parking, Vendor Location, Street Closures, Garbage Containers, Parade/ March Route, Sound System(s) Location, Event Headquarters, and etc.)
  - p Certificate of Insurance SEC 50-222 (See Attached Requirements)
- 14. Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

**IMPORTANT INFORMATION**

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT DOES NOT INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. Organizers are required to contact the City of Palatka Building & Zoning Department office at 386-329-0103 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

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

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

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

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

- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee and/or any other persons.

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

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

8-31-16  
DATE

T. Paul Bennett  
SIGNATURE OF APPLICANT

APPROVED:  
  
SPECIAL EVENTS COORDINATOR DATE

  
CHIEF OF POLICE DATE 9/13/16

RETURN TO:  
KE'ONDRA WRIGHT, SPECIAL EVENTS COORDINATOR  
THAD CROWE, PLANNING DIRECTOR  
205 N. 2<sup>nd</sup> Street  
Palatka, FL 32177

(FOR ADDITIONAL INFORMATION PLEASE CALL THE BUILDING & ZONING OFFICE AT 386-329-0103.)



## CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: 9/13/16 Special Events Coordinator: Thad Crowe

	Event Classification:	
<input type="checkbox"/> Site Sketch Provided	Class A	<input checked="" type="checkbox"/>
<input type="checkbox"/> Tentative Schedule of Events	Class B	<input type="checkbox"/>
	Class C	<input type="checkbox"/>

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

Name of Special Event/ Production: Community Gospel Jubilee

Type of Event: Community Faith Unity

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

Location of Event: PALATKA RIVER FRONT AMPHITHEATER

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

	Date	Day	Begin	End
Event Day 1	<u>11-12-16</u>	<u>Saturday</u>	<u>7:00</u> AM/PM	<u>9:00</u> AM/PM
Event Day 2	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 3	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 4	_____	_____	_____ AM/PM	_____ AM/PM

Set-up for event will begin on (Date) 11-11-16 at (time) 5:00 PM

Break down will be completed by (Date) 11-12-16 at (time) 10:00 PM

Event Sponsor/Organization PUTNAM COUNTY CRUSADE FOR CHRIST

Name of Promoter: PAUL BENNETT Tax Exempt No.: N/A

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

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

Special Events Permit Fees \$ \_\_\_\_\_ Per day X \_\_\_\_\_ Days \$ \_\_\_\_\_

Law Enforcement (City)  
Police Officer(s) \$ 23.00 Per hour X \_\_\_\_\_ Officers X \_\_\_\_\_ Hours \$ \_\_\_\_\_

Fire Personnel \$ 23.00 Per hour X \_\_\_\_\_ Hours \$ \_\_\_\_\_

Building Inspector \$ 23.00 Per hour X \_\_\_\_\_ Hours \$ \_\_\_\_\_

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

Public Works Personnel # Personnel \_\_\_\_\_ X \_\_\_\_\_ Hours @ \$23/hour \$ \_\_\_\_\_

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

Electrician Personnel \$ 23.00 Per hour X \_\_\_\_\_ Hours \$ \_\_\_\_\_

Sanitation Equipment Fee

# Green Roll-Out Containers \_\_\_\_\_ X \$15.00 Per Container \$ \_\_\_\_\_

Additional Charges (List)

- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_
- \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL SPECIAL EVENT FEES (Sponsor/Promoter)** \$ \_\_\_\_\_

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

ρ Estimated peak number of participants (each day of event): Day 1 50  
Day 2 N/A Day 3 N/A Day 4 N/A Day 5 N/A

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

ρ Number and location of fire protection services: N/A

ρ Inspection(s)- date and time requested: (\$23/hour) N/A

ρ Electrician services- date and time requested: (\$23/hour) N/A

ρ Emergency medical services: ambulance locations(s) (note on site plan): N/A

ρ Number of EMS personnel required: (\$23/hour) N/A

ρ Number and location for portable toilets: (note location on site plan) N/A

ρ Carnival location (if any) (note location on site map) N/A

ρ Number of sanitation roll-out containers required (\$15/ container) N/A

ρ Location of parking/transportation services, if any: N/A

ρ Temporary parking, directional signage needed: N/A

ρ Type transport vehicles (van, buses, etc.) N/A

ρ Location of security and emergency vehicle parking on site: N/A

ρ Public street barricades/street closures/detours: (note locations on site plan) \_\_\_\_\_

MEMORIAL PARKWAY

- ρ Main emergency vehicle access to site (location-also note on site plan): N/A
- ρ Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site plan): TENNIS, BOOTHS
- ρ Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands (note on site map) FOOD CONCESSIONS (1)
- ρ Number and location of food vendors (note on site plan): N/A
- ρ Staff/ volunteer uniform identification: N/A
- ρ Sound system(s) location: RIVER FRONT AMPHITHEATER
- ρ Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, and etc.): AMUSEMENTS (4)
- ρ Number and location of temporary signs/banners: BANNERS/SIGNS (4)  
RIVER FRONT AMPHITHEATER
- ρ Number and location of promotional visual effects: N/A
- ρ Watercraft: N/A
- ρ Aircraft: N/A
- ρ Types & location of on-site advertising (banners, balloons, posters, flyers, inflatables, signs, etc.):  
N/A

**Items Outstanding:**

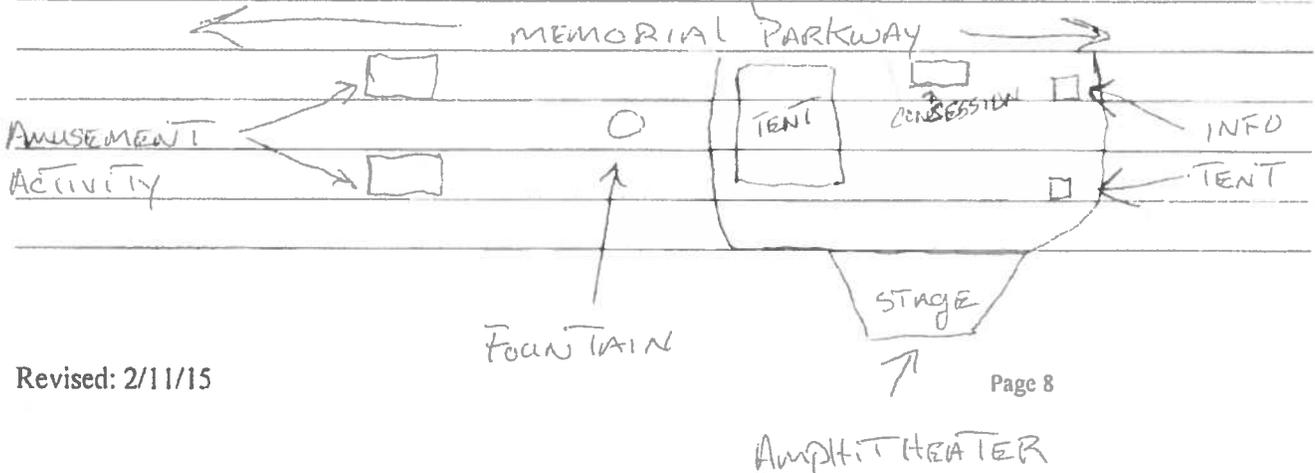
- ρ Site plan
- ρ 501(C) (3) certificate of exemption N/A
- ρ Nonprofit articles of incorporation, charter and mission statement N/A

- p Fire resistive rating certificates (tents, fabrics, etc.) N/A
- p Schedule fire, building/electrical inspections N/A
- p Schedule pre/post sanitation inspections N/A
- p Example of special event vendor permits provided N/A
- p Special event certificate of insurance- city as "additional insured"  
(if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)  
List certificates required, \_\_\_\_\_
- p Alcohol liability certificate of insurance- city as "additional insured" N/A
- p Required permits (federal, state, local): \_\_\_\_\_
- p Alcohol license (copy) N/A
- p \_\_\_\_\_
- p \_\_\_\_\_
- p \_\_\_\_\_

**NOTES**

THIS EVENT IS A FAITH BASED Community Unity  
GOSPEL JUBILEE. THIS EVENT IS AND BASIC REFRESHMENTS  
WILL BE FREE TO THE PUBLIC. DONATIONS AND FREE WILL  
GIFTS WILL BE ACCEPTED IN SUPPORT OF THE PALATKA  
CHRISTIAN SERVICE CENTER.

SITE MAP





**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Set Halloween Trick or Treat Date and Time** for Monday, October 31, 2016 from 6:00 p.m. to 8:00 p.m.

**SUMMARY:**

October 31 is Halloween, which falls on a Monday night. Traditionally the City sets Halloween Trick or Treat hours on Halloween between the hours of 6:00 p.m. and 8:00 p.m. Putnam County also observes Trick or Treat hours for county residents on October 31st.

**RECOMMENDED ACTION:**

**Set Halloween Trick or Treat hours on Monday, October 31, 2014 from 6:00 p.m. to 8:00 p.m.**

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	10/4/2016 - 2:23 PM



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**RESOLUTION** awarding a bid to finance the lease/purchase of fire/rescue and solid waste collection vehicles to US Bank, and authorizing the Mayor and the City Manager to execute and attest the Lease/Purchase Agreement and all other documents in connection therewith - Adopt

### **SUMMARY:**

The City Commission previously accepted and awarded bids for two fire/rescue and two solid waste collection vehicles. In order to purchase these vehicles, lease/purchasing financing was planned within the FY2015-16 and FY2016-17 budgets.

The City Manager and Finance Director have reviewed these proposals and determined that the most responsive proposal was from US Bank with an interest rate of 1.80% for the term of seven years.

This Resolution will authorize the Mayor, City Manager and city staff to execute and attest all the necessary paperwork to complete the transaction. Copies of the proposed lease/purchase agreement as well as the final financing numbers have been included as well.

### **RECOMMENDED ACTION:**

**Staff recommends adoption this resolution which accepts the most responsive proposal from US Bank and authorizes the Mayor, City Manager and city staff to execute and attest all necessary related documents.**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▢ Resolution	Resolution
▢ Financing Documents	Backup Material

**RESOLUTION No. 2016-**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING THE EXECUTION AND DELIVERY OF A TAX-  
EXEMPT LEASE PURCHASE AGREEMENT, AND RELATED  
INSTRUMENTS, AND DETERMINING OTHER MATTERS IN  
CONNECTION THEREWITH.**

WHEREAS, the governing body of the City of Palatka (“Lessee”) desires to obtain certain equipment (the “Equipment”) described in the Equipment Schedule to the Tax-Exempt Lease Purchase Agreement (collectively, the “Agreement”) with U.S. Bancorp Government Leasing and Finance, Inc. (“Lessor”), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for the Lessee to perform its governmental functions; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, Lessee proposes to enter into the Agreement with Lessor substantially in the forms presented to this meeting.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:**

Section 1. It is hereby found and determined that the terms of the Agreement in the forms presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Agreement and the acquisition and financing of the Equipment under the terms and conditions as described in the Agreement are hereby approved. The City Manager of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officers who execute the Agreement, such approval to be conclusively evidenced by such execution and delivery of the Agreement. The City Clerk of the Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Agreement and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.

Section 4. Pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended (the “Code”), Lessee hereby specifically designates the Agreement as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the Agreement executed on behalf of Lessee are the same as presented at such meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 13<sup>th</sup> day of October, 2016.

**CITY OF PALATKA**

\_\_\_\_\_  
**By: Its MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM  
AND CORRECTNESS:**

\_\_\_\_\_  
**CITY ATTORNEY**

# DOCUMENT CHECKLIST

PLEASE EXECUTE TWO (2) ORIGINALS OF ALL DOCUMENTS  
\*\*NO FRONT AND BACK COPIES, PLEASE\*\*

RETURN ALL ORIGINALS TO:  
U.S. BANCORP GOVERNMENT LEASING AND FINANCE, INC.  
LISA ALBRECHT  
950 17<sup>TH</sup> STREET, 7<sup>TH</sup> FLOOR  
DENVER, CO 80202  
303-585-4077

- **Master Tax-Exempt Lease/Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- **Addendum/Amendment to Master Tax-Exempt Lease Purchase Agreement** – This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- **Property Schedule No. 1** - This document must be executed in the presence of a witness/attestor. The attesting witness does not have to be a notary, just present at the time of execution.
- **Property Description and Payment Schedule – Exhibit 1**
- **Lessee’s Counsel’s Opinion – Exhibit 2.** This exhibit will need to be executed by your attorney, dated (the date of the opinion should match or proceed the date of the Agreement) and placed on their letterhead. Your attorney will likely want to review the agreement prior to executing this opinion.
- **Lessee’s General and Incumbency Certificate – Exhibit 3.** - Include in your return package a copy of the board minutes or resolution for our files
- **Payment of Proceeds Instructions – Exhibit 4.** – Intentionally Omitted
- **Acceptance Certificate – Exhibit 5.** – Intentionally Omitted
- **Bank Qualification and Arbitrage Rebate – Exhibit 6.**
- **Insurance Authorization and Verification** – To be filled out by the Lessee and sent to your insurance carrier. A valid insurance certificate, or self-insurance letter if the Lessee self-insures, is required prior to funding.
- **Notification of Tax Treatment** – Please provide your State of Sales/Use tax Exemption Certificate.
- **Form 8038-G** – Blank form and instructions provided to Lessee. Please consult your CPA, local legal or bond counsel to fill out.
- **Escrow Agreement** – This document needs to be executed by the Executing Official defined in the Lessee’s Certificate – Exhibit 3.
  - **Investment Direction Letter – Exhibit 1.** This document needs to be executed by the Executing Official.
  - **Schedule of Fees – Exhibit 2.**
  - **Requisition Request – Exhibit 3.** This document should be retained by Lessee and utilized to request disbursements from the escrow account. Please make copies and fill out as many as are needed.
  - **Final Acceptance Certificate - Exhibit 4.** This document should be retained by Lessee and provided to Lessor once all the proceeds have been disbursed from the escrow account.
  - **Class Action Negative Consent Letter – Exhibit 6.**
  - **IRS Form W-9.** This document should be retained by Lessee and submitted with the Requisition Request(s) for each vendor being paid. Please make copies and fill out as many as are needed.

# Master Tax-Exempt Lease/Purchase Agreement

Between: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

And: City of Palatka (the "Lessee")  
201 N 2nd St  
Palatka, Florida 32177  
Attention: Matt Reynolds, Finance Director  
Telephone: (386) 329-0100

Dated: September 28, 2016

## ARTICLE I DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits and schedules attached hereto.

"**Code**" is defined in Section 3.01(f).

"**Commencement Date**" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in such Property Schedule.

"**Event of Default**" is defined in Section 13.01.

"**Lease Payments**" means the Lease Payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"**Lease Payment Dates**" means the Lease Payment dates for the Lease Payments as set forth in each Property Schedule.

"**Lease Term**" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"**Lessee**" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"**Lessor**" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"**Nonappropriation Event**" is defined in Section 6.06.

"**Original Term**" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"**Property**" means, collectively, the property leased/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"**Property Schedule**" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"**Purchase Price**" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.

"**Renewal Terms**" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

"**State**" means the state where Lessee is located.

"**Vendor**" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

## ARTICLE II

**2.01 Property Schedules Separate Financings.** Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Property Schedules unless an Event of Default or Nonappropriation Event has also occurred under such other Property Schedules.

## ARTICLE III

**3.01 Covenants of Lessee.** As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the

Property Schedule and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be delivered an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.

- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
- (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.
- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
- (h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior notice to Lessor.

#### ARTICLE IV

**4.01 Lease of Property.** On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

**4.02 Lease Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Lease Payment set forth in such Property Schedule and the exercise of the Purchase Option described in Section 11.01, unless terminated sooner pursuant to this Agreement or the Property Schedule.

**4.03 Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule.

#### ARTICLE V

**5.01 Enjoyment of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

**5.02 Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

#### ARTICLE VI

**6.01 Lease Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

**6.02 Payment of Lease Payments.** Lessee shall promptly pay Lease Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

**6.03 Interest Component.** A portion of each Lease Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

**6.04 Lease Payments to be Unconditional.** SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

**6.05 Continuation of Lease by Lessee.** Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Lease Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Lease Payments for a Property Schedule pursuant to Section 6.06, such Property Schedule shall terminate at the end of the then current Original Term or Renewal Term. Although Lessee has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Lessee shall not be liable for any damages for its failure to so comply.

**6.06 Nonappropriation.** If during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Property Schedule for the following fiscal year, Lessee shall be deemed to not have renewed such Property Schedule for the following fiscal year and the Property Schedule shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver

possession as required. In addition, Lessor may, by written instructions to any escrow agent who is holding proceeds of the Property Schedule, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

**6.07 Defeasance of Lease Payments.** Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Property under said Property Schedule shall terminate. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Lease Payments on said Property Schedule is not adversely affected.

**6.08 Gross-Up.** If an Event of Taxability occurs with respect to a Property Schedule, the interest component of Lease Payments on the Property Schedule shall thereafter be payable at the Taxable Rate, and Lessee shall pay to Lessor promptly following demand an amount sufficient to supplement prior Lease Payments on such Property Schedule so that Lessor receives the interest component of such Lease Payments, retroactive to the date as of which the interest component is determined to be includible in the gross income of Lessor for federal income tax purposes, calculated at the Taxable Rate, together with any penalties and interest actually imposed on Lessor as a result of the Event of Taxability. For purposes of this Section, "Event of Taxability" means, with respect to a Property Schedule, (a) a final determination by the Internal Revenue Service or a court of competent jurisdiction that the interest component of Lease Payments on the Property Schedule is includible for federal income tax purposes in the gross income of Lessor, or (b) receipt by Lessor of a written opinion of a nationally recognized public finance lawyer or law firm to the effect that there exists substantial doubt whether the interest component of Lease Payments on the Property Schedule is excludible for federal income tax purposes from the gross income of Lessor, in each case due to any action or failure to take action by Lessee. "Taxable Rate" means the interest rate at which the interest component of Lease Payments on a Property Schedule was originally calculated, divided by 0.65.

## **ARTICLE VII**

**7.01 Title to the Property.** Upon acceptance of the Property by Lessee and unless otherwise required by the laws of the State, title to the Property shall vest in Lessee, subject to Lessor's interests under the applicable Property Schedule and this Agreement.

**7.02 Personal Property.** The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

**7.03 Security Interest.** To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing are hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

## **ARTICLE VIII**

**8.01 Maintenance of Property by Lessee.** Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

**8.02 Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

**8.03 Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

**8.04 Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the applicable Property Schedule and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

## **ARTICLE IX**

**9.01 Damage or Destruction.** If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its right to defease the Property Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

**9.02 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be

entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.

#### **ARTICLE X**

**10.01 Disclaimer of Warranties.** LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

**10.02 Vendor's Warranties.** Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

**10.03 Use of the Property.** Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

**10.04 Modifications.** Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

#### **ARTICLE XI**

**11.01 Option to Purchase.** Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Lease Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Lease Payments due thereunder plus payment of One (1) Dollar to Lessor. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Property Schedule to Lessee.

**11.02 Option to Prepay.** Lessee shall have the option to prepay in whole the Lease Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for applicable Property Schedule.

#### **ARTICLE XII**

**12.01 Assignment by Lessor.** Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

**12.02 Property Schedules Separate Financings.** Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned..

**12.03 Assignment and Subleasing by Lessee.** NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

**12.04 Release and Indemnification Covenants.** To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

#### **ARTICLE XIII**

**13.01 Events of Default Defined.** Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Lease Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

**13.02 Remedies on Default.** Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- (b) Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys' fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee except with respect to unpaid costs and expenses incurred by Lessor in connection with the disposition of the Property;
- (c) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;
- (d) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

Notwithstanding the foregoing, if the proceeds are insufficient to pay items (i) to (iii) in Section 13.02(b) in whole, Lessee shall remain obligated after application of proceeds to items (i) and (ii), to pay in whole the amounts for item (iii).

**13.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

**13.04 Costs and Attorney Fees.** Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

#### ARTICLE XIV

**14.01 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses as specified on the first page of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

**14.02 Arbitrage Certificates.** Unless a separate Arbitrage Certificate is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

- (a) The estimated total costs, including taxes, freight, installation, and cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Lease Payments.
- (b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months after the Commencement Date and the Property is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the Commencement Date. Lessee will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Property Schedule.
- (d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Property Schedule.
- (e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.
- (f) The officer or official who has executed the Property Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

**14.03 Further Assurances.** Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

**14.04 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**14.05 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**14.06 Waiver of Jury Trials.** Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

**14.07 Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

**14.08 Execution in Counterparts.** This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**14.09 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**14.10 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**IN WITNESS WHEREOF,** Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: City of Palatka</b>
By:
Name:
Title:

Attest:
By:
Name:
Title:

## **ADDENDUM (FLORIDA)**

### **Master Tax-Exempt Lease/Purchase Agreement**

THIS ADDENDUM, which is entered into as of September 28, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and City of Palatka ("Lessee"), is intended to modify and supplement Property Schedule No. 1 (the "Property Schedule") to the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee dated as of September 28, 2016 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

1. The Master Agreement is hereby amended as set forth below:

(a) Section 7.03 (entitled "Security Interest") is deleted in its entirety.

(b) The last sentence of Section 12.01 is amended to read in its entirety as follows: "Lessee agrees to execute all documents, including notices of assignment, that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules."

(c) Subsection 13.02(b) is amended to read as follows:

"(b) Lessor may terminate the Property Schedule, and may require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay any amounts then due under the Property Schedule, including payments under Section 13.02(a), and (ii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee;"

(d) The last sentence of Section 13.02 (commencing with the word "Notwithstanding") is deleted in its entirety.

(e) A new Subsection 13.02(e) is added to the Master Agreement to read in its entirety as follows:

"(e) Following an Event of Default or an Event of Nonappropriation hereunder and upon failure of Lessee to voluntarily comply with Section 6.06 or 13.02(b), Lessor may take any action, at law, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement against Lessee's legally available funds. Lessor and Lessee agree that there is no intention to create under this Agreement and the applicable Property Schedule a right of Lessor to dispossess Lessee involuntarily of the legal title to or the right of use of the Property. Lessor hereby irrevocably waives any right to specific performance of Lessee's covenant to transfer legal title to and return of possession of the Property to Lessor. Lessor acknowledges that in no event may it compel the use of ad valorem taxing power to compel Lessee to pay Lease Payments or other payment obligations under this Agreement."

2. If Lessee utilizes the services of a procurement management program operated by another governmental authority in connection with the acquisition of Property, Lessee shall be solely responsible for the payment of all rebates, revenues sharing and other fees payable to such governmental authority in connection with its participation in such program, regardless of whether any available discount has been applied in determining the amount of proceeds of the Property Schedule payable to the Vendor.

3. If Lessee is a county, Lessee represents and warrants to Lessor that:

(a) If the term of the Property Schedule exceeds five (5) years, Lessee represents and covenants to Lessor that the Lease Payments with respect thereto are and will be payable from sources other than ad valorem taxes.

(b) The Property Schedule has been approved by the Board of County Commissioners of Lessee.

*END OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE TO FOLLOW*

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: City of Palatka</b>
By:
Name:
Title:

Attest:
By
Name:
Title:

# Property Schedule No. 1

## Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of September 28, 2016, between U.S. Bancorp Government Leasing and Finance, Inc., and City of Palatka.

- 1. Interpretation.** The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
- 2. Commencement Date.** The Commencement Date for this Property Schedule is September 28, 2016.
- 3. Property Description and Payment Schedule.** The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
- 4. Opinion.** The Opinion of Lessee's Counsel is attached as Exhibit 2.
- 5. Lessee's Certificate.** The Lessee's Certificate is attached as Exhibit 3.
- 6. Proceeds.** Exhibit 4 has been intentionally omitted.
- 7. Acceptance Certificate.** Exhibit 5 has been intentionally omitted.
- 8. Additional Purchase Option Provisions.** In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
- 9. Private Activity Issue.** Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the Property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period").  
Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use".  
Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
- 10. Bank Qualification and Arbitrage Rebate.** Attached as Exhibit 6.
- 11. Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by October 17, 2016.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: City of Palatka</b>
By:
Name:
Title:

Attest:
By
Name:
Title:

**EXHIBIT 1**

**Property Description and Payment Schedule**

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Palatka.

PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

PROPERTY LOCATION:

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code

USE: Vehicles and Equipment - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

**Total Principal Amount:** \$475,398.50

Payment No.	Due Date	Lease Payment	Principal	Interest Portion	Principal Balance	Termination Amount (After Making Payment for said Due Date)
1	4/1/2017	37,848.40	33,498.50	4,349.90	441,900.00	NA
2	10/1/2017	37,977.10	34,000.00	3,977.10	407,900.00	420,137.00
3	4/1/2018	37,871.10	34,200.00	3,671.10	373,700.00	384,911.00
4	10/1/2018	37,963.30	34,600.00	3,363.30	339,100.00	349,273.00
5	4/1/2019	37,951.90	34,900.00	3,051.90	304,200.00	313,326.00
6	10/1/2019	37,937.80	35,200.00	2,737.80	269,000.00	277,070.00
7	4/1/2020	37,921.00	35,500.00	2,421.00	233,500.00	240,505.00
8	10/1/2020	38,001.50	35,900.00	2,101.50	197,600.00	203,528.00
9	4/1/2021	37,878.40	36,100.00	1,778.40	161,500.00	166,345.00
10	10/1/2021	37,953.50	36,500.00	1,453.50	125,000.00	128,750.00
11	4/1/2022	32,025.00	30,900.00	1,125.00	94,100.00	96,923.00
12	10/1/2022	31,946.90	31,100.00	846.90	63,000.00	64,890.00
13	4/1/2023	31,967.00	31,400.00	567.00	31,600.00	32,548.00
14	10/1/2023	31,884.40	31,600.00	284.40	0.00	0.00
<b>TOTALS</b>		<b>507,127.30</b>	<b>475,398.50</b>	<b>31,728.80</b>		

Interest Rate: 1.80%

<b>Lessee: City of Palatka</b>
By:
Name:
Title:

EXHIBIT A

Property Description

---

Sanitation Trucks

Nextran Truck Center - Purchase (2) Vehicles

Mack Sanitation Trucks (2)

Kicker Bar (1)

Subtotal Cost to the City

Fire Trucks

Medical Truck Cost

Heavy Rescue Truck

VIN#S to be determined

## EXHIBIT 2

### Lessee's Counsel's Opinion

---

[To be provided on letterhead of Lessee's counsel.]

September 28, 2016

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

City of Palatka  
201 N 2nd St  
Palatka, Florida 32177  
Attention: Matt Reynolds, Finance Director

RE: Property Schedule No. 1 to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Palatka.

Ladies and Gentlemen:

We have acted as special counsel to City of Palatka ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of September 28, 2016 (the "Master Agreement"), between City of Palatka, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 1 (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT 3**

**Lessee's General and Incumbency Certificate**

---

**GENERAL CERTIFICATE**

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Palatka.

The undersigned, being the duly elected, qualified and acting \_\_\_\_\_ of City of Palatka ("Lessee") does hereby certify, as of September 28, 2016, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease Purchase Agreement (the "Master Agreement") by the undersigned.
2. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.
4. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of September 28, 2016

City of Palatka

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**SIGNER MUST BE THE AUTHORIZED  
INDIVIDUAL EXECUTING THE DOCUMENTS.**

**INCUMBENCY CERTIFICATE**

Re: **Property Schedule No. 1** dated as of September 28, 2016 to the Master Tax-Exempt Lease/Purchase Agreement dated as of September 28, 2016 between U.S. Bancorp Government Leasing and Finance, Inc. and City of Palatka.

The undersigned, being the duly elected, qualified and acting Secretary or Clerk of City of Palatka ("Lessee") does hereby certify, as of September 28, 2016, as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Master Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

\_\_\_\_\_  
(Signature of Person to Execute Lease/Purchase Agreement)

\_\_\_\_\_  
(Print Name and Title)

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of September 28, 2016

City of Palatka

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL SHOWN ABOVE.**

EXHIBIT 4

Payment of Proceeds Instructions

---

Intentionally Omitted

EXHIBIT 5

Acceptance Certificate

---

Intentionally Omitted

**EXHIBIT 6**

**Bank Qualification And Arbitrage Rebate**

---

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Palatka

**Bank Qualified Tax-Exempt Obligation under Section 265**

**Check One:**

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

or

Not applicable.

**Arbitrage Rebate**

**Eighteen Month Exception:** Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

***Consult tax counsel if there is any chance that the Eighteen Month Exception will not be met.***

<b>Lessee: City of Palatka</b>
By:
Name:
Title:

**INSURANCE AUTHORIZATION AND VERIFICATION**

Date: September 28, 2016

Property Schedule No: 1

To: City of Palatka (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")  
1310 Madrid Street  
Marshall, MN 56258  
Attn: Lisa Albrecht

**TO THE LESSEE:** In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee\* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

**LESSOR, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.**

**Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).**

**Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$475,398.50, with deductibles no more than \$10,000.00.**

*\*Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact Lisa Albrecht at 303-585-4077.*

**By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.**

Agency/Agent: \_\_\_\_\_ / \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone/Fax: \_\_\_\_\_  
E-Mail \_\_\_\_\_

**City of Palatka**  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

---

**TO THE AGENT:** *In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 303-585-4732. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.*

**Agent hereby verifies that the above requirements have been met in regard to the Property listed below.**

Print Name Of Agency:  
X \_\_\_\_\_

By: X \_\_\_\_\_  
(Agent's Signature)

Print Name: X \_\_\_\_\_ Date: X \_\_\_\_\_

---

**Insurable Value: \$475,398.50**

**ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: 1**

## Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

---

This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of September 28, 2016 and the related Property Schedule No. 1 dated September 28, 2016, between Lessor and Lessee (the "Agreement").

- \_\_\_\_\_ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- X   Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- \_\_\_\_\_ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- \_\_\_\_\_ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- \_\_\_\_\_ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

<b>Lessee: City of Palatka</b>
By:
Name:
Title:

# Instructions for Form 8038-G

(Rev. September 2011)

## Information Return for Tax-Exempt Governmental Obligations



Department of the Treasury  
Internal Revenue Service

Section references are to the Internal Revenue Code unless otherwise noted.

### General Instructions

#### Purpose of Form

Form 8038-G is used by issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

#### Who Must File

IF the issue price (line 21, column (b)) is...	THEN, for tax-exempt governmental obligations issued after December 31, 1986, issuers must file...
\$100,000 or more	A <b>separate</b> Form 8038-G for <b>each</b> issue
Less than \$100,000	Form 8038-GC, Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales



*For all build America bonds and recovery zone economic development bonds use Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds. For tax credit bonds and specified tax credit bonds use Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.*

#### When To File

File Form 8038-G on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the bond is issued. Form 8038-G may not be filed before the issue date and must be completed based on the facts as of the issue date.

**Late filing.** An issuer may be granted an extension of time to file Form 8038-G under Section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file timely is not due to willful neglect. Type or print at the top of the form "Request for Relief under section 3 of Rev. Proc. 2002-48" and attach a letter explaining why Form 8038-G was not submitted to the IRS on time. Also indicate whether the bond issue in question is under examination by the IRS. Do not submit copies of the trust

indenture or other bond documents. See *Where To File* next.

#### Where To File

File Form 8038-G, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

**Private delivery services.** You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

#### Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate.

For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For build America bonds (Direct Pay), build America bonds (Tax Credit), and recovery zone economic development bonds, complete Form 8038-B, Information Return for Build America Bonds and Recovery Zone Economic Development Bonds.

For qualified forestry conservation bonds, new clean renewable energy bonds, qualified energy conservation bonds, qualified zone academy bonds, qualified school construction bonds, clean renewable energy bonds, Midwestern tax credit bonds, and all other qualified tax credit bonds (except build America bonds), file Form 8038-TC, Information Return for Tax Credit Bonds and Specified Tax Credit Bonds.

#### Rounding to Whole Dollars

You may show amounts on this return as whole dollars. To do so, drop amounts less than 50 cents and increase amounts from 50 cents through 99 cents to the next higher dollar.

#### Questions on Filing Form 8038-G

For specific questions on how to file Form 8038-G send an email to the IRS at [TaxExemptBondQuestions@irs.gov](mailto:TaxExemptBondQuestions@irs.gov) and put "Form 8038-G Question" in the subject line. In the email include a description of your question, a return email address, the name of a contact person, and a telephone number.

#### Definitions

**Tax-exempt obligation.** This is any obligation, including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

**Tax-exempt governmental obligation.** A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

**Private activity bond.** This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**
- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used directly or indirectly to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** \$5 million.

**Issue price.** The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the first price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

**Issue.** Generally, obligations are treated as part of the same issue if they are issued by the same issuer, on the same date, and in a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a “draw-down loan”) or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meet the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

**Arbitrage rebate.** Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

**Construction issue.** This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds are to be used for construction expenditures with respect to property to be owned by a governmental unit or a section 501(c)(3) organization, **and**
2. All the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a section 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1½% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

## Specific Instructions

### Part I—Reporting Authority

**Amended return.** An issuer may file an amended return to change or add to the information reported on a previously filed

return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new or corrected information. Attach an explanation of the reason for the amended return and write across the top, “Amended Return Explanation.” Failure to attach an explanation may result in a delay in processing the form.

**Line 1.** The issuer’s name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. For a lease or installment sale, the issuer is the lessee or the purchaser.

**Line 2.** An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

**Line 3a.** If the issuer wishes to authorize a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) to communicate with the IRS and whom the IRS may contact about this return (including in writing or by telephone), enter the name of such person here. The person listed in line 3a must be an individual. Do not enter the name and title of an officer or other employee of the issuer here (use line 10a for that purpose).

**Note.** By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual entered on line 3a and consents to disclose the issuer’s return information to that individual, as necessary, to process this return.

**Lines 4 and 6.** If you listed an individual on line 3a to communicate with the IRS and whom the IRS may contact about this return, enter the number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code of that person. Otherwise, enter the issuer’s number and street (or P.O. box if mail is not delivered to street address), city, town, or post office, state, and ZIP code.

**Note.** The address entered on lines 4 and 6 is the address the IRS will use for all written communications regarding the processing of this return, including any notices.

**Line 5.** This line is for IRS use only. Do not make any entries in this box.

**Line 7.** The date of issue is generally the date on which the issuer physically

exchanges the bonds that are part of the issue for the underwriter’s (or other purchaser’s) funds. For a lease or installment sale, enter the date interest starts to accrue in a MM/DD/YYYY format.

**Line 8.** If there is no name of the issue, please provide other identification of the issue.

**Line 9.** Enter the CUSIP (Committee on Uniform Securities Identification Procedures) number of the bond with the latest maturity. If the issue does not have a CUSIP number, write “None.”

**Line 10a.** Enter the name and title of the officer or other employee of the issuer whom the IRS may call for more information. If the issuer wishes to designate a person other than an officer or other employee of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information about the return, enter the name, title, and telephone number of such person on lines 3a and 3b.



Complete lines 10a and 10b even if you complete lines 3a and 3b.

### Part II—Type of Issue



Elections referred to in Part II are made on the original bond documents, not on this form.

Identify the type of obligations issued by entering the corresponding issue price (see *Issue price* under *Definitions* earlier). Attach a schedule listing names and EINs of organizations that are to use proceeds of these obligations, if different from those of the issuer, include a brief summary of the use and indicate whether or not such user is a governmental or nongovernmental entity.

**Line 18.** Enter a description of the issue in the space provided.

**Line 19.** If the obligations are short-term tax anticipation notes or warrants (TANs) or short-term revenue anticipation notes or warrants (RANs), check box 19a. If the obligations are short-term bond anticipation notes (BANs), issued with the expectation that they will be refunded with the proceeds of long-term bonds at some future date, check box 19b. Do not check both boxes.

**Line 20.** Check this box if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a “municipal lease.”) Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term “lease” is used in the title of the issue.

### Part III—Description of Obligations

**Line 21.** For column (a), the final maturity date is the last date the issuer must redeem the entire issue.

For column (b), see *Issue price* under *Definitions* earlier.

For column (c), the stated redemption price at maturity of the entire issue is the sum of the stated redemption prices at maturity of each bond issued as part of the issue. For a lease or installment sale, write "N/A" in column (c).

For column (d), the weighted average maturity is the sum of the products of the issue price of each maturity and the number of years to maturity (determined separately for each maturity and by taking into account mandatory redemptions), divided by the issue price of the entire issue (from line 21, column (b)). For a lease or installment sale, enter instead the total number of years the lease or installment sale will be outstanding.

For column (e), the yield, as defined in section 148(h), is the discount rate that, when used to compute the present value of all payments of principal and interest to be paid on the obligation, produces an amount equal to the purchase price, including accrued interest. See Regulations section 1.148-4 for specific rules to compute the yield on an issue. If the issue is a variable rate issue, write "VR" as the yield of the issue. For other than variable rate issues, carry the yield out to four decimal places (for example, 5.3125%). If the issue is a lease or installment sale, enter the effective rate of interest being paid.

### Part IV—Uses of Proceeds of Bond Issue

For a lease or installment sale, write "N/A" in the space to the right of the title for Part IV.

**Line 22.** Enter the amount of proceeds that will be used to pay interest from the date the bonds are dated to the date of issue.

**Line 24.** Enter the amount of the proceeds that will be used to pay bond issuance costs, including fees for trustees and bond counsel. If no bond proceeds will be used to pay bond issuance costs, enter zero. Do not leave this line blank.

**Line 25.** Enter the amount of the proceeds that will be used to pay fees for credit enhancement that are taken into account in determining the yield on the issue for purposes of section 148(h) (for example, bond insurance premiums and certain fees for letters of credit).

**Line 26.** Enter the amount of proceeds that will be allocated to such a fund.

**Line 27.** Enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds within 90 days of the date of issue.

**Line 28.** Enter the amount of the proceeds that will be used to pay

principal, interest, or call premium on any other issue of bonds after 90 days of the date of issue, including proceeds that will be used to fund an escrow account for this purpose.

### Part V—Description of Refunded Bonds

Complete this part only if the bonds are to be used to refund a prior issue of tax-exempt bonds. For a lease or installment sale, write "N/A" in the space to the right of the title for Part V.

**Lines 31 and 32.** The remaining weighted average maturity is determined without regard to the refunding. The weighted average maturity is determined in the same manner as on line 21, column (d).

**Line 34.** If more than a single issue of bonds will be refunded, enter the date of issue of each issue. Enter the date in an MM/DD/YYYY format.

### Part VI—Miscellaneous

**Line 35.** An allocation of volume cap is required if the nonqualified amount for the issue is more than \$15 million but is not more than the amount that would cause the issue to be private activity bonds.

**Line 36.** If any portion of the gross proceeds of the issue is or will be invested in a guaranteed investment contract (GIC), as defined in Regulations section 1.148-1(b), enter the amount of the gross proceeds so invested, as well as the final maturity date of the GIC and the name of the provider of such contract.

**Line 37.** Enter the amount of the proceeds of this issue used to make a loan to another governmental unit, the interest of which is tax-exempt.

**Line 38.** If the issue is a loan of proceeds from another tax-exempt issue, check the box and enter the date of issue, EIN, and name of issuer of the master pool obligation.

**Line 40.** Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of arbitrage rebate with this form. See Rev. Proc. 92-22, 1992-1 C.B. 736 for rules regarding the "election document."

**Line 41a.** Check this box if the issuer has identified a hedge on its books and records according to Regulations sections 1.148-4(h)(2)(viii) and 1.148-4(h)(5) that permit an issuer of tax-exempt bonds to identify a hedge for it to be included in yield calculations for computing arbitrage.

**Line 42.** In determining if the issuer has super-integrated a hedge, apply the rules of Regulations section 1.148-4(h)(4). If the hedge is super-integrated, check the box.

**Line 43.** If the issuer takes a "deliberate action" after the issue date that causes

the conditions of the private business tests or the private loan financing test to be met, then such issue is also an issue of private activity bonds. Regulations section 1.141-2(d)(3) defines a deliberate action as any action taken by the issuer that is within its control regardless of whether there is intent to violate such tests. Regulations section 1.141-12 explains the conditions to taking remedial action that prevent an action that causes an issue to meet the private business tests or private loan financing test from being treated as a deliberate action.

Check the box if the issuer has established written procedures to ensure timely remedial action for all nonqualified bonds according to Regulations section 1.141-12 or other remedial actions authorized by the Commissioner under Regulations section 1.141-12(h).

**Line 44.** Check the box if the issuer has established written procedures to monitor compliance with the arbitrage, yield restriction, and rebate requirements of section 148.

**Line 45a.** Check the box if some part of the proceeds was used to reimburse expenditures. Figure and then enter the amount of proceeds that are used to reimburse the issuer for amounts paid for a qualified purpose prior to the issuance of the bonds. See Regulations section 1.150-2.

**Line 45b.** An issuer must adopt an official intent to reimburse itself for preissuance expenditures within 60 days after payment of the original expenditure unless excepted by Regulations section 1.150-2(f). Enter the date the official intent was adopted. See Regulations section 1.150-2(e) for more information about official intent.

### Signature and Consent

An authorized representative of the issuer must sign Form 8038-G and any applicable certification. Also print the name and title of the person signing Form 8038-G. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that have been designated in Form 8038-G.

**Note.** If the issuer in Part 1, lines 3a and 3b authorizes the IRS to communicate (including in writing and by telephone) with a person other than an officer or other employee of the issuer, by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

### Paid Preparer

If an authorized officer of the issuer filled in this return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the

return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature (a facsimile signature is acceptable),
- Enter the preparer information, and
- Give a copy of the return to the issuer.

---

**Paperwork Reduction Act Notice.** We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us

the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

<b>Learning about the law or the form</b> . . . . .	2 hr., 41 min.
<b>Preparing, copying, assembling, and sending the form to the IRS</b> . . . . .	3 hr., 3 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. **Do not** send the form to this office. Instead, see *Where To File*.

---

**Information Return for Tax-Exempt Governmental Obligations**

► Under Internal Revenue Code section 149(e)  
 ► See separate instructions.  
**Caution:** If the issue price is under \$100,000, use Form 8038-GC.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
8 Name of issue		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

**Part II Type of Issue (enter the issue price).** See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a		<input type="checkbox"/>	
If obligations are BANs, check only box 19b		<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

**Part III Description of Obligations.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to currently refund prior issues	27		
28 Proceeds used to advance refund prior issues	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

**Part VI Miscellaneous**

<b>35</b> Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>		
<b>36a</b> Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .	<b>36a</b>		
<b>b</b> Enter the final maturity date of the GIC ▶ _____			
<b>c</b> Enter the name of the GIC provider ▶ _____			
<b>37</b> Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>		
<b>38a</b> If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
<b>b</b> Enter the date of the master pool obligation ▶ _____			
<b>c</b> Enter the EIN of the issuer of the master pool obligation ▶ _____			
<b>d</b> Enter the name of the issuer of the master pool obligation ▶ _____			
<b>39</b> If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .			<input type="checkbox"/>
<b>40</b> If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .			<input type="checkbox"/>
<b>41a</b> If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
<b>b</b> Name of hedge provider ▶ _____			
<b>c</b> Type of hedge ▶ _____			
<b>d</b> Term of hedge ▶ _____			
<b>42</b> If the issuer has superintegrated the hedge, check box . . . . .			<input type="checkbox"/>
<b>43</b> If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .			<input type="checkbox"/>
<b>44</b> If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .			<input type="checkbox"/>
<b>45a</b> If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____			
<b>b</b> Enter the date the official intent was adopted ▶ _____			

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶			Firm's EIN ▶
	Firm's address ▶			Phone no.

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of September 28, 2016 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), City of Palatka ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of September 28, 2016 (the "*Master Agreement*") and a Property Schedule No. 1 thereto dated September 28, 2016 (the "*Schedule*" and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$475,398.50, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessor's authorized signatures are provided in Exhibit 5. Lessee's authorized signatures will be provided in Exhibit 3 of Master Lease Purchase Agreement. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Acceptance Certificate form attached as Exhibit 4 hereto.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of Lessee and Lessor in writing to Escrow Agent. All funds on deposit in the Escrow Fund at the time of termination under this paragraph, unless otherwise directed by Lessee in writing (electronic means acceptable), shall be transferred to Lessor.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ

legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

<b>U.S. Bancorp Government Leasing and Finance, Inc., as Lessor</b>
By:
Name:
Title:
Address: 13010 SW 68 <sup>th</sup> Parkway, Suite 100 Portland, OR 97223

<b>City of Palatka, as Lessee</b>
By:
Name:
Title:
Address: 201 N 2nd St Palatka, Florida 32177

<b>U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent</b>
By:
Name:
Title:
Address: U.S. Bank National Association 950 17 <sup>th</sup> Street, 12 <sup>th</sup> Floor Denver, CO 80202

**EXHIBIT 1**

**U.S. BANK NATIONAL ASSOCIATION  
MONEY MARKET ACCOUNT AUTHORIZATION FORM  
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is a U.S. Bank National Association (“U.S. Bank”) interest-bearing money market deposit account designed to meet the needs of U.S. Bank’s Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank’s trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

U.S. BANK, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.

**AUTOMATIC AUTHORIZATION**

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

City of Palatka

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Directing Party

\_\_\_\_\_  
Trust Account Number – includes existing and future sub-accounts unless otherwise directed

\_\_\_\_\_  
Title/Date

## EXHIBIT 2

### Schedule of Fees for Services as Escrow Agent For City of Palatka Equipment Lease Purchase Escrow

CTS01010A	<b>Acceptance Fee</b> The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	<b>Escrow Agent</b> Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	<b>Direct Out of Pocket Expenses</b> Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	<b>Extraordinary Services</b> Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

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 person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

**EXHIBIT 3**  
**REQUISITION REQUEST**

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of September 28, 2016 (the "Escrow Agreement") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor"), City of Palatka (the "Lessee"), and U.S. Bank National Association (the "Escrow Agent"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease/Purchase Agreement dated as of September 28, 2016 (the "Master Agreement") and Property Schedule No. 1 thereto dated September 28, 2016 (the "Schedule" and, together with the terms and conditions of the Master Agreement incorporated therein, the "Agreement"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE	AMOUNT	INVOICE NO.	EQUIPMENT

Total requisition amount \$ \_\_\_\_\_

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.
4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

Request Date: \_\_\_\_\_

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: City of Palatka</b>
By:
Name:
Title:

**Exhibit 4**

**Final Acceptance Certificate**

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Palatka

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: \_\_\_\_\_

<b>Lessee: City of Palatka</b>
By:
Name:
Title:

**Exhibit 6**

**Class Action Negative Consent Letter**

September 28, 2016

City of Palatka  
201 N 2nd St  
Palatka, Florida 32177

RE: USBGLF/City of Palatka - - Class Action Litigation Claims

Dear Matt Reynolds, Finance Director:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,

Leland Hansen  
Vice President  
303-585-4594

No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

Yes, U.S. Bank is authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is responsible for forwarding notices received on class action or litigation claims.

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>

For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**Adopt Resolution No. 2016-xx-xx** authorizing the reimbursement of expenses to the General Fund and Sanitation Fund associated with procuring fire/rescue and solid waste collection vehicles with tax-exempt financing proceeds - Adopt

### **SUMMARY:**

This Resolution is in conjunction with the approval of the financing resolution which is also on this agenda. Due to the fact that all of the vehicles have arrived and the invoices have already been paid from the General Fund and Sanitation, the attached Resolution needs to be approved which will allow for the reimbursement of the General Fund and Sanitation Fund for these expenses with the tax-exempt financing proceeds from US Bank.

This will allow the City to remain in compliance with IRS guidelines regarding the issuance of tax-exempt financing proceeds.

### **RECOMMENDED ACTION:**

**Adopt a resolution which will allow for the reimbursement of the General Fund and Sanitation Fund for expenses related to the purchase of vehicles with tax-exempt financing proceeds.**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Resolution	Resolution

**RESOLUTION No. 2016-**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA REGARDING REIMBURSEMENT OF CERTAIN COSTS RELATING TO THE PURCHASE OF FIRE/RESCUE AND SOLID WASTE COLLECTION VEHICLES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palatka, Florida (the "City") has incurred and/or will incur various costs in relation to the purchase of fire/rescue and solid waste collection vehicles (the "Vehicles"); and

**WHEREAS**, the City has determined it is in its best interest to reimburse such costs from proceeds of tax-exempt debt; and

**WHEREAS**, the United States Department of Treasury has issued various regulations in regard to reimbursement of governmental costs through the issuance of tax-exempt debt;

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

**SECTION 1.** It is the intent of the City to reimburse various costs and expenditures relating to the purchase of the Vehicles. The City has paid for, and/or reasonably anticipates that it will pay for, such costs and expenditures from moneys on deposit in the general and sanitation fund of the City. It is reasonably expected that reimbursement of such costs and expenditures shall come from the issuance of tax-exempt debt which is not expected to exceed \$475,398.50 aggregate principal amount. The expenditures to be reimbursed shall be consistent with the City's budgetary and financial policy as being the type of expenditures which shall be paid on a long-term basis.

**SECTION 2.** The City shall comply with all applicable law in regard to the public availability of records of official acts by public entities such as the City, including making this Resolution available for public inspection.

**SECTION 3.** It is the intent of the City that the purpose of this Resolution is to meet the requirements of Treasury Regulations Section 1.150-2 and to be a declaration of official intent under such Section.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 13<sup>th</sup> day of October, 2016.

**CITY OF PALATKA**

\_\_\_\_\_  
**By: Its MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM  
AND CORRECTNESS:**

\_\_\_\_\_  
**CITY ATTORNEY**



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**PUBLIC HEARING/ORDINANCE** rezoning 623 & 625 Laurel St. - Planning Board Recommendation to assign planned unit development zoning to the properties, from R-1 (Residential, Single-Family) - Charles and Tina Duck, Owners and Applicants.

### **SUMMARY:**

This is first reading of an ordinance rezoning this parcel to a PUD (Planned Unit Development) zoning designation. The intent of the PUD is to allow for limited commercial use in a building constructed for commercial use 69 years ago, while limiting impacts on the adjacent residential neighborhood by limiting uses, employees, and providing for parking.

The PUD waives the requirement for on-site parking, impossible on this site because the building mostly covers the lot, and requires that the Applicant stripe several on-street parallel parking spaces under the direction of the City. A positive benefit will be the renovation of this run-down property into a real estate office, small gift shop, and upstairs apartment - the buildings have deteriorated over the years partly due to the zoning nonconformity and resulting prohibition on property improvement.

This ordinance comes up for 2nd reading on October 27th, at which time it will be accompanied by an ordinance amending the Future Land Use Map.

### **RECOMMENDED ACTION:**

**Pass on first reading an ordinance assigning PUD (Planned Unit Development) zoning designation to 623 and 625 Laurel Street (parcel # 42-10-27-6850-0400-0010).**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ Rezoning Ordinance	Ordinance
▣ Staff Report	Backup Material
▣ Planning Board Minutes Excerpt	Backup Material

### **REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Planning	Crowe, Thad	Approved	10/4/2016 - 1:21 PM
City Clerk	Driggers, Betsy	Approved	10/4/2016 - 2:16 PM

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

**ORDINANCE NO. 16 -**

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED AS TO THAT CERTAIN PROPERTIES LOCATED IN SECTION 42, TOWNSHIP 10 SOUTH, RANGE 27 EAST, INCLUDING 623 AND 625 LAUREL STREET TO BE REZONED FROM R-1 (RESIDENTIAL, SINGLE-FAMILY) TO PUD/C-1A (PLANNED UNIT DEVELOPMENT/ COMMERCIAL NEIGHBORHOOD); PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, application has been made by Charles and Tina Duck, owners of said property, to the City for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

**WHEREAS**, all the necessary procedural steps have been accomplished, including public hearings before the Planning Board of the City of Palatka on August 2, 2016 and two public hearings before the City Commission of the City of Palatka on October 13, 2016 and October 27, 2016, and

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

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

**Section 1.** The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property to PUD (Planned Unit Development), as an overlay over the Commercial Neighborhood zoning category, for 623 and 625 Laurel Street. The PUD must comply with development standards set forth in Exhibit A.

**DESCRIPTION OF PROPERTIES:**

623 and 625 Laurel Street, described as DICKS MAP OF PALATKA MB2 P46, BLK 40 PT OF LOT 1 BK73 P145, (EX BK166 P315)/tax parcel # 42-10-27-6850-0400-0010;

**Section 2.** To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

**Section 3.** This Ordinance shall become effective immediately upon its final passage by the City Commission.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka on this 27<sup>th</sup> day of October, 2016.

**CITY OF PALATKA**

**BY:** \_\_\_\_\_  
**Its MAYOR**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

EXHIBIT A: LOCATION MAP

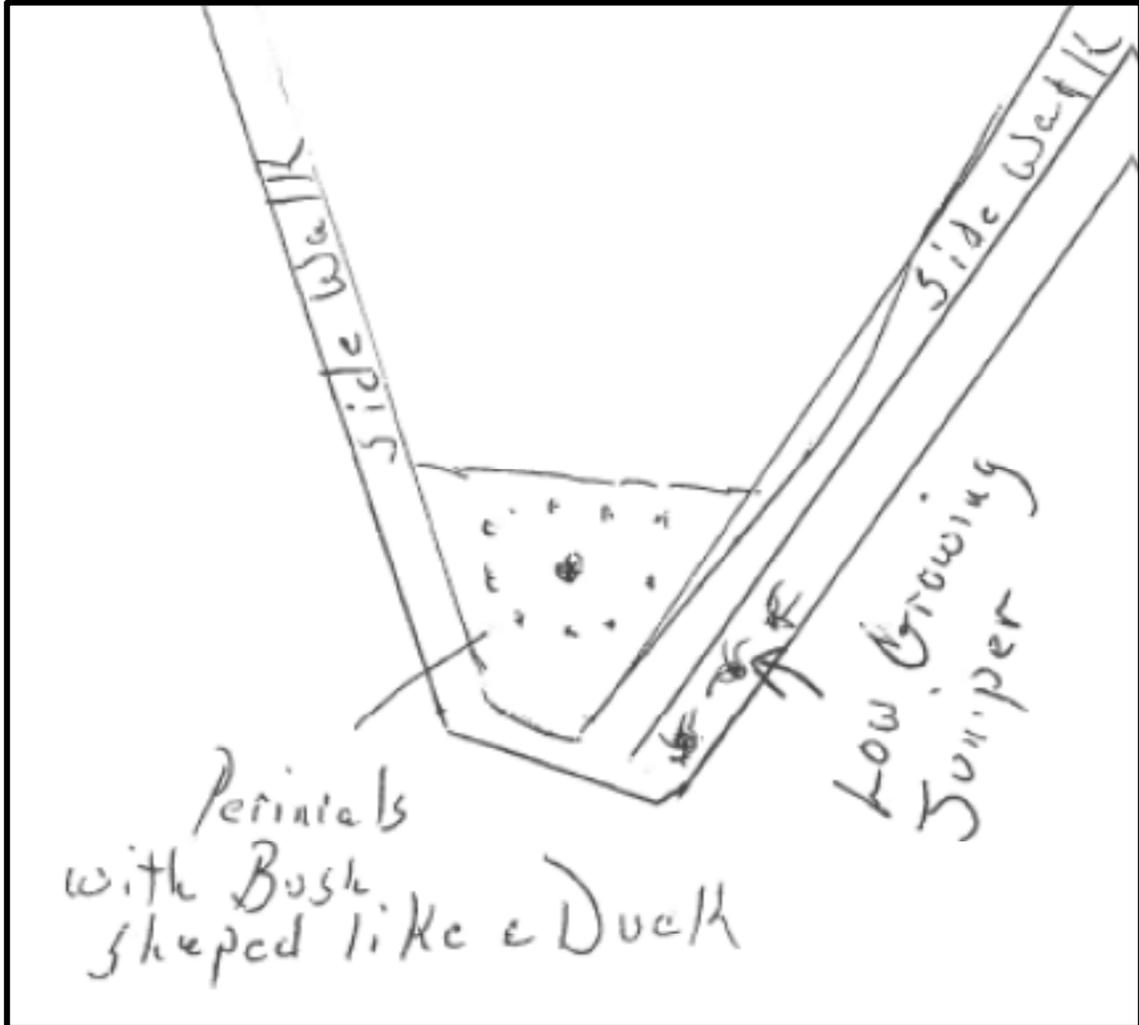


**EXHIBIT B: CONDITIONS OF APPROVAL**

1. Approval for one office storefront and one limited retail/service storefront, OR two office storefronts.
2. Allowable uses limited to office uses such as real estate, travel agent, attorney or similar uses; beauty or barber shops not to exceed three chairs/stations; and antiques or gift stores with display area not to exceed 1,000 square feet. Total employees at peak time for all uses not to exceed five.
3. Upstairs space approved for one residential unit.
4. The driveway shall be widened to a 17' length to serve as one handicapped only space, and will be a two-way drive through (no backing out) space.
5. Five parallel striped spaces shall be created along the south side of Laurel St., starting east of the driveway and continuing east 100' along Laurel St. The Applicant to fund and arrange for striping, under the supervision of City's Public Works Dept.
6. Utilize simple, no-decorative columns instead of proposed Doric columns.
7. Provide a minimum 4' landscape strip along the Kirkland St. side of the corner building with hedge/shrub plantings, or as an alternative provide for planters along the building (landscape sketch plan submitted to Staff for review).
8. Planting of triangle landscape area with low shrubs and groundcover (vision triangle rule requires plantings be below 30" in an area extending ten feet from intersection).
9. Exterior alterations to the building, lighting, awnings, signage, etc. are subject to Downtown Overlay standards (Zoning Code Sec. 94-202).

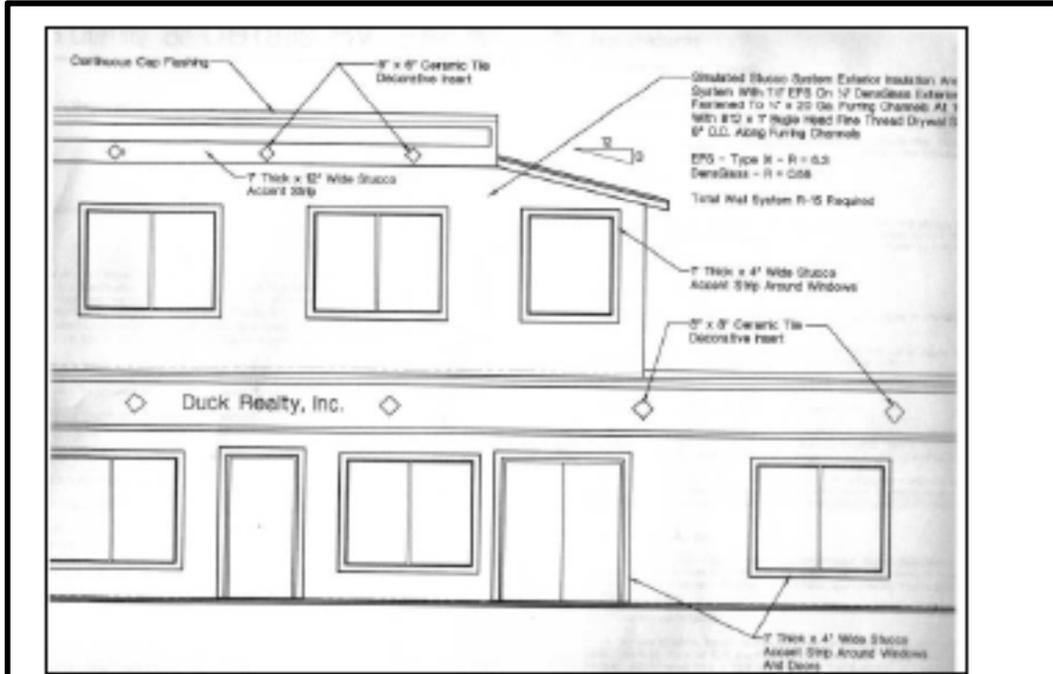
EXHIBIT C: LANDSCAPE PLAN

The building and grounds shall be maintained in an orderly manner, with exteriors painted and cleaned. Landscaping will be maintained in a neat and orderly manner, with weeds removed regularly and mulch applied to landscape beds.



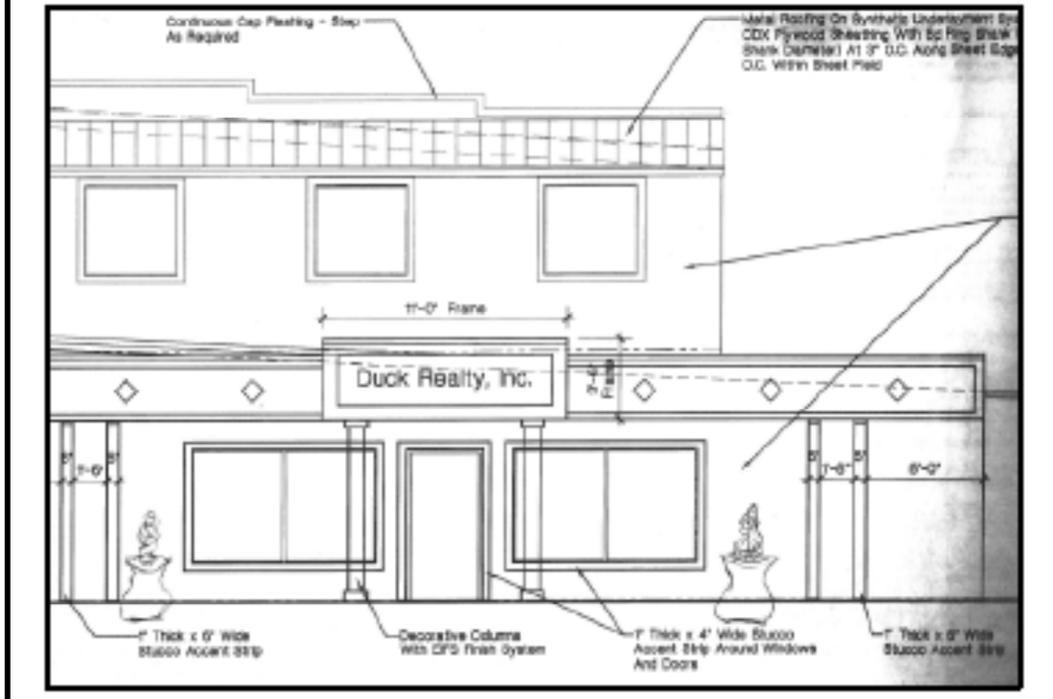
**EXHIBIT C: BUILDING ELEVATIONS**

Buildings shall generally conform to the elevations below.



**Figure 4 (above): North Elevation (facing Laurel St.)**

**Figure 5 (below) West Elevation (facing Kirkland St.)**



# Case 16-39: 623-625 Laurel St.

Request to Amend Future Land Use Map Designation from RH to COM, and  
Rezone from R-1 to PUD/C-1A

## STAFF REPORT

**DATE:** August 30, 2016

**TO:** Planning Board members

**FROM:** Thad Crowe, AICP  
Planning Director

### APPLICATION REQUEST

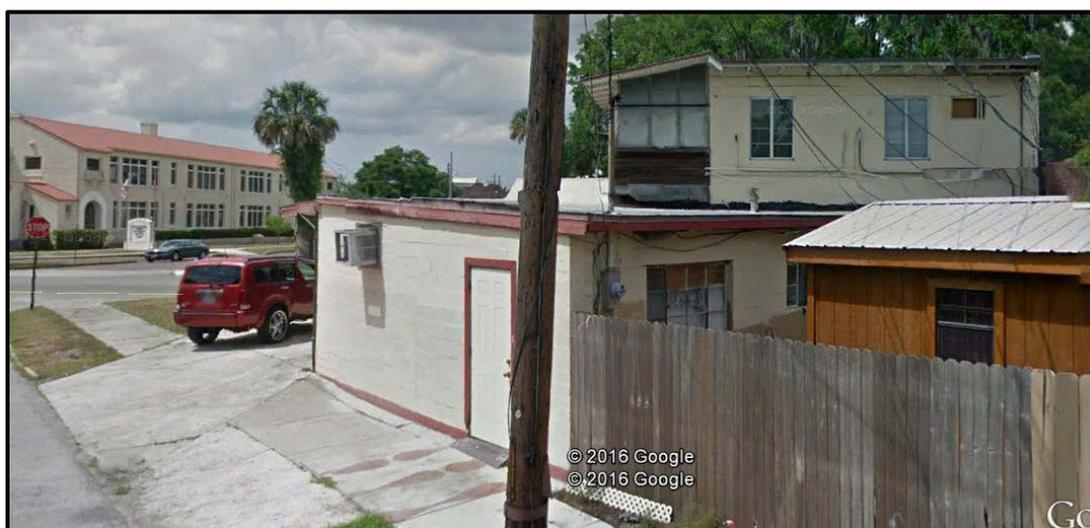
This application requests an amendment of the Future Land Use Map category from Residential High (RH) to Commercial (COM) and a rezoning of the property from R-1 (Residential-Single Family) to PUD/C-1A (Planned Unit Development/Neighborhood Commercial). Public notice included legal advertisement, property posting, and letters to nearby property owners (within 150 feet). City departments had no objections to the proposed actions.



Figure 1: Site and Vicinity Map



Figure 2 (above): 623 (left/two-story) and 625 (right), from Laurel St. Figure 3 (below): from Kirkland St.



**APPLICATION BACKGROUND**

This property is located at the fringe of the residential South Historic District. Laurel St. serves as a dividing line between this neighborhood and the downtown area, with downtown zoning on the north side of the street and residential zoning on the south side of the street. According to the Property Appraiser, this building was constructed in 1947, and has functioned as a small-scale commercial use since that time, a small-scale commercial outlier amongst mostly residential uses. The building includes a small second floor apartment. The Property Appraiser notes a ground floor square footage of 1,939, and a second floor square footage of 682. Lack of commercial zoning and isolation from other commercial uses has resulted in the property falling vacant and into disrepair over the years. The current owner is working to renovate the building and obtain a zoning classification that will allow the building to be used for its original purpose of small-scale retail/office.

**Table 1: Property Current and Proposed Future Land Use Map and Zoning Designations**

Future Land Use Map Category		Zoning	
Current	Proposed	Current	Proposed
RH (Residential, High Density)	COM (Commercial)	R-3 (Residential Multi-Family)	PUD/C-1A (Planned Unit Development/Neighborhood Commercial)

**Table 2: Vicinity Future Land Use Map and Zoning Designations**

	Future Land Use Map	Zoning	Actual Use
<b>Site</b>	RH	R-3	Auto repair, child care
<b>Adjacent properties to:</b>			
<b>North</b>	COM	DB (Downtown Business)	Duplex & single-family home
<b>East</b>	RH	R-3	Vacant commercial building
<b>South</b>	RH	R-3	Single-family home
<b>West</b>	RH	R-3	Single-family homes

**PROJECT ANALYSIS**

Project Description

The proposed PUD has the following attributes.

*Allowable Uses*

Staff recommends approval for one office storefront and one limited retail/service storefront OR two office storefronts. Total employees at peak time for all uses not to exceed five. To limit parking and traffic impacts, Staff recommends that only the following uses will be allowed.

1. office uses such as real estate, travel agent, attorney or similar uses;
2. beauty or barber shops not to exceed three chairs/stations; and
3. antiques or gift stores with display area not to exceed 600 square feet.

*Parking*

The current driveway on the west side of the corner building shall be widened to 17 feet in width and striped for a handicapped parking space. Only one car can park in this spot, as the length of the driveway is less than 30 feet, not allowing two cars to pull into the driveway without blocking the sidewalk. Staff also is concerned about cars backing out onto Laurel or Kirkland St. if two cars were to park in the driveway – this is a code violation for commercial establishments.

As noted in this report, Laurel St. is the dividing line between the downtown zoning districts and residential districts to the south. Commercial/office uses on the north side of the street are exempt from minimum parking requirements, with the understanding that the downtown area is a walkable environment where employees and shoppers/clients find public on or off-street parking and walk a block or two to their destination. Uses on the south side the street, including the subject property, have no such parking exemption. While the Campbell Building has in the past has allowed for public parking, it is unknown if its potential redevelopment will remove public parking from circulation. The First Baptist Church has the closest parking lot, two short blocks away.

The Applicant has requested the owner of the adjacent vacant commercial building to utilize the side yard area along Laurel St. for parking, but that request was denied. Since there are no off-street parking areas in the immediate vicinity, Staff recommends that on-street parking along Laurel St. serve this property. There is 100 feet of frontage from this building to the property line of the vacant commercial building to the east, which would allow for five parallel on-street parking spaces. This section of Laurel St. is 31 feet wide, which exceeds the City’s minimum street width of 24 feet. This width allows for two travel lanes of 10.5 feet and a parking lane of ten feet in width. While slightly more narrow than the standard 12-foot wide travel lane, this will accommodate through traffic, and the on-street parking and street narrowing will serve the public purpose of traffic calming as well. By Code, the 600 SF of retail floor area would require three spaces, the approximately 2,000 SF of office would require 10 spaces, and the second floor residential unit would require two spaces. The Applicant has also requested that the nearby First Baptist Church approve the use of ten parking places for overflow parking. Given the limitation of five employees, Staff believes that the full 15 spaces would rarely be required.

*Pedestrian Access*

Both Laurel and Kirkland Streets have sidewalks. No parking on or otherwise blocking these sidewalks will be allowed.

*Screening and Buffering*

The building covers most all of the property, therefore buffering and screening are not possible. The triangle area at the intersection of Laurel and Kirkland Streets will be preserved and enhanced as green space.

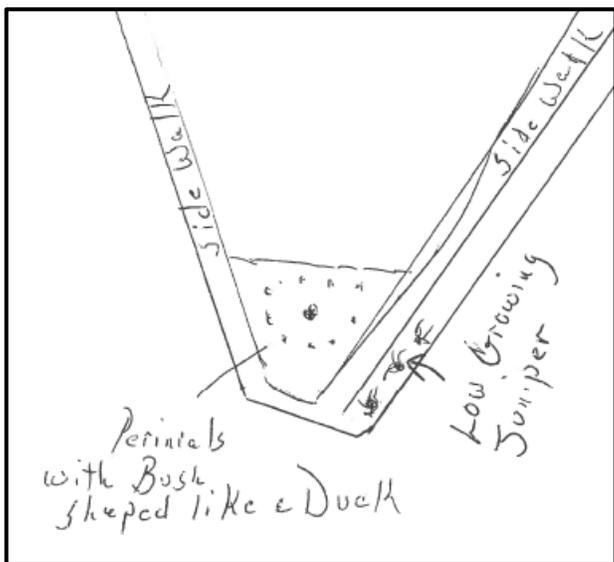


Figure 4: Landscaping for Triangle Area at Kirkland/Laurel Intersection

**Rezoning Analysis**

Per Section 94-38 of the Zoning Code, the Planning Board shall study and consider the proposed zoning amendment in relation to the following criteria, which are shown in *italics* (staff comment follows each criterion).

- 1) *When pertaining to the rezoning of land, the report and recommendations of the planning board to the city commission required by subsection (e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:*
  - a. *Whether the proposed change is in conformity with the*

*comprehensive plan.*

**Staff Comment:** the following Comprehensive Plan Future Land Use Element objective and policies support this application.

**Policy A.1.6.1** 9J-5.006(3)(c)

*Provide incentives which direct development to infill in areas of the City with in-place water/sewer lines and paved road. These incentives may include, but not be limited to providing additional permitted land*

uses through special use designations under the City Zoning Code such as approved "mother-in-law" units with separate kitchens or home office operations for limited business activities.

**Policy A.1.6.2** 9J-5.006(3)(c)3

Minimize scattered and highway strip commercial by directing commercial development to occur in a planned and compact manner through in-filling within already developed commercial areas as identified on the Future Land Use Map.

**Policy A.1.8.1** 9J-5.006(3)(c)5

The Land Development Regulations shall include alternative available land use control techniques and programs such as Planned Unit Developments. Planned Unit Developments may be used to protect safety restricted or environmentally sensitive areas but also may be used to increase the potential for developing water/sewer systems and more effective drainage systems. PUDs also shall benefit from the potential of receiving "density bonuses" for incorporating benefits which serve a public good into the development (See Policy A.1.9.3.8 Overlays).

**Objective A.1.8** 9J-5.006(3)(b)9; F.S. 187.201(16)(b)3

Upon Plan adoption, The City shall establish a program that provides the means for innovative development planning. The end goals of the program are to provide:

- Flexibility and efficiency in site design to reduce infrastructure costs, improve interior circulation patterns, and promote open space;
- Development that is adapted to natural features in the landscape such as wetlands, vegetation and habitat, and which avoids the disruption of natural drainage patterns; and land use pattern.

**Staff Comment:** The property is located in a mixed-use area with existing commercial establishments. It is not the only non-residential use on the south side of Laurel St., the Florida Baptist Convention offices are one block to the west.

c. Possible creation of an isolated district unrelated to adjacent and nearby districts.

**Staff Comment:** The property is across the street from Downtown Business zoning, and the less intensive limited neighborhood commercial PUD zoning would provide more of a step-down/transitional (rather than isolated) zoning between that DB zoning and the residential zoning of the South Historic District.

d. The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.

**Staff Comment:** Roadway capacity is available on area roadways and the impacts of these small-scale uses on road and utility capacity will be negligible.

e. Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.

**Staff Comment:** as noted in c. above, the zoning would be redrawn to more accurately recognize and allow a long-standing neighborhood scale commercial use.

f. Whether changed or changing conditions make the passage of the proposed amendment necessary.

**Staff Comment:** a trend noted in Palatka and other towns and cities is the movement toward more mixed-use development, as opposed to rigidly separated residential and commercial uses. This is particularly true in

areas near downtowns. This zoning accommodates this trend, while limiting factors of scale and intensity that trigger incompatibility problems.

*g. Whether the proposed change will adversely influence living conditions in the neighborhood.*

**Staff Comment:** this rezoning would finally make this property conforming, allowing a level of investment in the buildings that will result in improved appearance and property values in the vicinity.

*h. Whether the proposed change will create or excessively increase traffic congestion or otherwise affect public safety.*

**Staff Comment:** see response to d.

*i. Whether the proposed change will create a drainage problem.*

**Staff Comment:** as a “grandfathered” developed property with minimal new impervious surface addition, the project is exempt from water management district and city stormwater retention requirements.

*j. Whether the proposed change will seriously reduce light and air to adjacent areas.*

**Staff Comment:** The already-developed property does not have excessive height, density, or intensity to reduce light and air to existing adjacent areas.

*k. Whether the proposed change will adversely affect property values in the adjacent area.*

**Staff Comment:** see response to g. above.

*l. Whether the proposed change will be a deterrent to the improvement or development of adjacent property in accord with existing regulations.*

**Staff Comment:** based on the previous responses, the changes will not negatively affect the development of adjacent properties.

*m. Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

**Staff Comment:** providing a zoning designation to property that is similar to the designation of surrounding properties and are similar (and much less intense) than the nearby existing downtown FLUM and zoning across the street is not a grant of special privilege.

*n. Whether there are substantial reasons why the property cannot be used in accord with existing zoning.*

**Staff Comment:** the proposed commercial PUD zoning will allow utilization of the existing building, while the current zoning inhibits the improvement and use of the building.

*o. Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

**Staff Comment:** the property and its use are not out of scale with the neighborhood and City. The building is a small-scale structure, comparable to vicinity residential structures. The proposed uses are low-intensity and neighborhood-scale as well.

*p. Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

**Staff Comment:** there are other commercial sites available in the downtown area to the north.

*q. The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

**Staff Comment:** The property is classified as a non-contributing structure within the South Historic District. However as a long-standing post-war neighborhood commercial use, it complements the historic neighborhood. The proposed ground floor storefront windows, second-floor double-hung windows, and stucco siding are appropriate and compatible with the historic district. Depending on the final proposed work, the exterior alterations may be approved by Staff or require approval by the Historic Preservation Board.

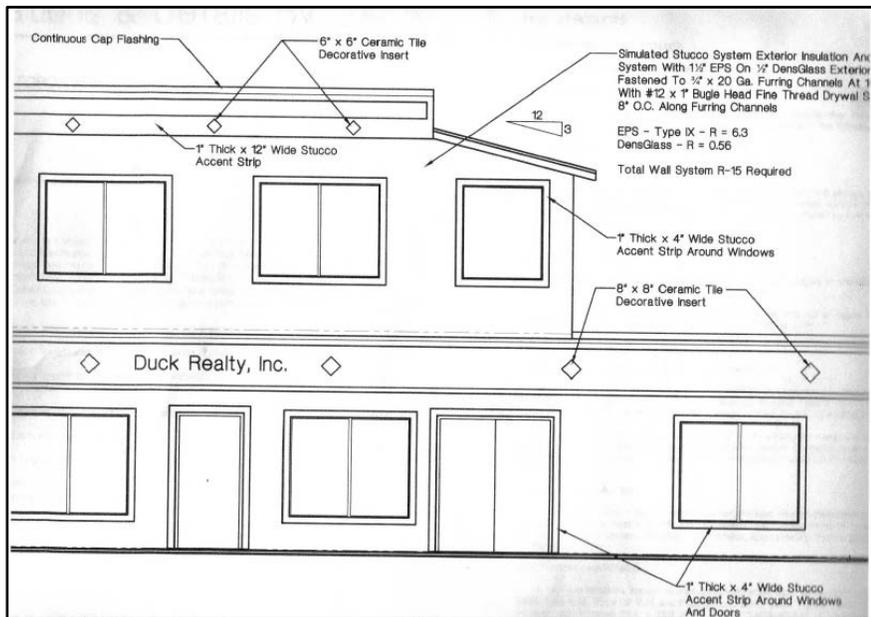
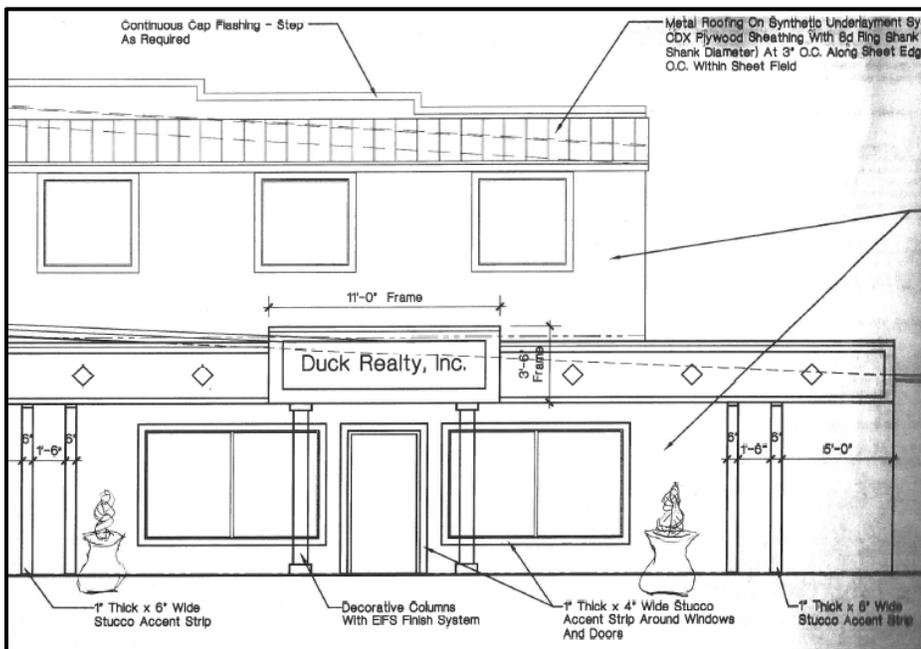


Figure 4 (above): North Elevation (facing Laurel St.)

Figure 5 (below) West Elevation (facing Kirkland St.)



Per Zoning Code Article IV (Planned Unit Developments) requires that PUDs also be evaluated with conditional use criteria – many of these repeat rezoning analysis criteria with the exception of Criterion d (refuse). The Applicant has stated that refuse cans will be kept inside the building.

### **Future Land Use Map Amendment Analysis**

Criteria for consideration of comprehensive plan amendments under F.S. 163-3187 are shown in italics below (staff comment follows each criterion, and comprehensive plan extracts are underlined).

*List Goals, Objectives, and Policies of the Comprehensive Plan that support the proposed amendment.*

The proposed amendment is in keeping with the following objective and policies of the Comprehensive Plan, and does not conflict with other plan elements (see Rezoning Criterion # 1).

*Provide analysis of the availability of facilities and services.*

**Staff Comment:** this location has available urban services (water and sewer), traffic capacity, good access, and is thus appropriate for commercial designation.

*Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.*

**Staff Comment:** Staff is not aware of any soil or topography conditions that would present problems for development, or of any natural or historic resources on this developed site.

*Provide analysis of the minimum amount of land needed as determined by the local government.*

**Staff Comment:** not applicable.

*Demonstrate that amendment does not further urban sprawl, as determined through the following tests.*

- *Low-intensity, low-density, or single-use development or uses*
- *Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.*
- *Radial, strip, isolated, or ribbon development patterns.*
- *Development that fails to adequately protect and conserve natural resources and agricultural activities.*
- *Development that fails to maximize use of existing and future public facilities and services.*
- *Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.*
- *Development that fails to provide a clear separation between rural and urban uses.*
- *Development that discourages or inhibits infill development and redevelopment.*
- *Development that fails to encourage a functional mix of uses.*
- *Development that results in poor accessibility among linked or related land uses.*

**Staff Comment:** the location of this property within the City's urbanized area ensures that urban services are available. This action does not represent urban sprawl.

**STAFF RECOMMENDATION**

As demonstrated in this report, this application meets applicable annexation, future land use amendment, and rezoning criteria. Staff recommends rezoning to PUD/C-1A for 405-409 Pine St., subject to the submitted site plan and elevations, and with the following recommended conditions of approval.

- Approval for one office storefront and one limited retail/service storefront, OR two office storefronts.
- Allowable uses limited to office uses such as real estate, travel agent, attorney or similar uses; beauty or barber shops not to exceed three chairs/stations; and antiques or gift stores with display area not to exceed 1,000 square feet. Total employees at peak time for all uses not to exceed five.
- Upstairs space approved for one residential unit.
- The driveway shall be widened to a 17' length to serve as one handicapped only space, and will be a two-way drive through (no backing out) space.
- Five parallel striped spaces shall be created along the south side of Laurel St., starting east of the driveway and continuing east 100' along Laurel St. The Applicant to fund and arrange for striping, under the supervision of City's Public Works Dept.
- Utilize simple, no-decorative columns instead of proposed Doric columns.
- Provide a minimum 4' landscape strip along the Kirkland St. side of the corner building with hedge/shrub plantings, or as an alternative provide for planters along the building (landscape sketch plan submitted to Staff for review).
- Planting of triangle landscape area with low shrubs and groundcover (vision triangle rule requires plantings be below 30" in an area extending ten feet from intersection).
- Future exterior alterations to the building, lighting, awnings, signage, etc. are subject to Downtown Overlay standards (Zoning Code Sec. 94-see link below).

[https://www.municode.com/library/fl/palatka/codes/code\\_of\\_ordinances?nodeId=PTIIMUCO\\_CH94Z\\_O\\_ARTIIDI\\_DIV3SUDIRE\\_S94-202DESTEXALDOZODI](https://www.municode.com/library/fl/palatka/codes/code_of_ordinances?nodeId=PTIIMUCO_CH94Z_O_ARTIIDI_DIV3SUDIRE_S94-202DESTEXALDOZODI)

**Motion** to approve request made by Mr. Killebrew and seconded by Ms. Willison. Motion was approved on a vote of four to two, with Ms. Williams and Mr. Harwell voting no.

**Case 16-39** Request to rezone from R-1 (Residential Single-family) to PUD/C-1A (Planned Unit Development/Neighborhood Commercial) and amend the Future Land Use Map from RH (Residential High Density) to COM (Commercial).

**Location:** 623 and 625 Laurel St.

**Applicant:** Charles R. and Tina M. Duck

Mr. Crowe presented a Powerpoint presentation, showing aerial maps and photos of the property. He noted that the property was located on the southern fringe of the Downtown, within the residential Hammock neighborhood (South Historic District). It was a very small parcel, mostly covered by a 4,560 square foot building. The building, which was built in 1947, has been in residential zoning since the Zoning Code was adopted (1982) and the zoning nonconformity and isolation from established commercial areas have contributed to its ongoing lack of repair and occupation. A number of small-scale commercial uses have operated in the building over the years, but now the building has lost the commercial legal nonconforming status, and can only be used for residential purposes. The new owners of the property intend to renovate the building for mixed use development: first floor offices and a small retail space, and a second floor apartment.

Mr. Crowe began the process of demonstrating conformance with the rezoning criteria. He showed the zoning and FLUM (Future Land Use Map) maps and pointed out how Laurel St. acts as a demarcation between the downtown area and the residential Hammock neighborhood. Other than the Florida Baptist Convention offices a block to the west, there are no other structures on the south side of Laurel St. Most Laurel St. properties are residential, despite the Downtown Business zoning which allows for office and retail uses.

Mr. Crowe showed the elevations of the building, and said the exterior would be stuccoed and the windows replaced with operational windows that were in keeping with the historic district.

Mr. Crowe said that Staff recommended limiting commercial uses to office uses such as real estate, travel agent, attorney, or similar uses; beauty or barber shops not to exceed three chairs, and antiques or gift stores with display areas not to exceed 600 square feet.

Mr. Crowe noted that Staff had a concern with limited parking for the proposed uses. The site had room for only one pass-through parking space, in front of the building. Staff recommended that the Applicant stripe five parallel spaces along the front of the property at the direction of the City Public Works Dept. These spaces would not be immediately adjacent to any residences. He also recommended that the Applicant provide for additional overflow parking within 1,200 feet.

Mr. Crowe said that pedestrian access was good, with sidewalks on all vicinity streets. He noted that the Applicant could not meet the screening and buffering standards as there was very little green space on the property. He did say that the triangular point of property caused by the intersection of Laurel and Kirby Streets did provide an opportunity for landscaping, which the Applicant will do.

Mr. Crowe noted that the request was in keeping with Goals, Objectives, and Policies of the Comprehensive Plan, which supported mixed-use, efficient, and infill development like this project. He said that while the rezoning would create somewhat of an isolated district on the south side of Laurel St., there was commercial (Downtown) zoning on the north side of the street. Impacts to residential uses would be limited by the small size of the project and the use and number of employee limitations. The trend toward mixed-use development (live-work) supported projects like this. The rezoning would allow for improvement of this property, long constrained by zoning, and this improvement would improve property values on and around this property. He

concluded that this would not be a grant of special privilege but more of a recognition of long standing commercial use.

He said that Staff recommended approval with the following conditions for the PUD.

1. Rezone to Planned Unit Development/Commercial Neighborhood (PUD/CN).
2. Approval for office storefront & limited retail/service storefront, or two office storefronts.
3. Office uses limited to real estate, travel agent, attorney or similar uses; beauty or barber shops allowed not to exceed three chairs/stations; & antiques or gift stores allowed with display area not to exceed 1,000 square feet.
4. Total employees at peak time for all uses not to exceed five.
5. Upstairs space approved for one residential unit.
6. Driveway widened to a 17' length to serve as one handicapped only space, as a two-way drive through (no backing out) space.
7. Five parallel striped spaces shall be created along the south side of Laurel St., starting east of the driveway and continuing east 100' along Laurel St., with Applicant to fund & arrange for striping, under supervision of city's Public Works Department.
8. Utilize simple, no-decorative columns instead of proposed Doric columns.
9. Provide minimum 4' landscape strip along the Kirkland St. side of the corner building with hedge/shrub plantings, or as alternative provide for planters along the building.
10. Planting of triangle landscape area with low shrubs and groundcover.
11. Future exterior alterations to the building, lighting, awnings, signage, etc. are subject to downtown overlay standards.
12. PUD to conform to Applicant's elevations and landscape plan.

Mr. Crowe added that building exterior alterations may have to go before the Historic Preservation Board for review and approval.

Mr. Harwell asked if there was a way to get the handicap parking on Laurel or Kirkland. Mr. Crowe answered that there is not sufficient space (17-foot parking space width) on the street for such parking.

Applicant Ms. Tina Duck, 109 Macon Rd. Palatka said that she grew up in the neighborhood and remembers the little businesses operating out of the building. She said it was a goal of her and her husband to bring the property back to an attractive and functional part of the community.

Ms. Allegra Kitchens, 1027 S. 12<sup>th</sup> St., spoke in favor of the request. She remembered it has always been a commercial use regardless of how the zoning has changed over the years. She mentioned that she thought the five employee limitation would be too little.

J Norman Jutrus, 412 Mulholland, spoke in favor of the request and looks forward to the improvements to this property.

**Motion** made by Mr. DeLoach and seconded by Mr. Killebrew to approve the request as recommended. The motion was approved, six votes to one, with Mr. Harwell voting no.



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**ORDINANCE** amending Zoning Code Sections 62-1 (definitions) and 62-17 (changing sign standards) - 1st Reading.

### **SUMMARY:**

This is first reading of an ordinance that will:

- 1) revise the definition of changing signs to include ballfield scoreboards;
- 2) eliminate the definition of manual (non-electronic) changing signs, which puts these sign types in the changing sign category;
- 3) move current changing sign standards from the definitions section to the standards section;
- 4) provide customized standards for scoreboards; and
- 5) limit scoreboard use to game details, public service announcements, and team sponsor information.

This amendment was prompted by a request to install an electronic softball scoreboard in Rotary Park - these sign types are currently not allowed. The Rotary Park sign was reviewed by the Historic Preservation Board at their October 6 meeting.

### **RECOMMENDED ACTION:**

**Pass on first reading an ordinance revising definitions and standards for changing signs. Second reading is scheduled for October 27.**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Ordinance	Ordinance

### **REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Planning	Crowe, Thad	Approved	10/4/2016 - 2:41 PM
City Clerk	Driggers, Betsy	Approved	10/4/2016 - 3:45 PM

This instrument prepared by:  
Thad Crowe, AICP  
201 North 2<sup>nd</sup> Street  
alatka, Florida 32177

ORDINANCE NO. 16 -

**AN ORDINANCE OF THE CITY OF PALATKA,  
FLORIDA, AMENDING THE SIGN CODE, CHAPTER  
62 OF THE MUNICIPAL CODE, REVISING  
DEFINITION AND STANDARDS PERTAINING TO  
CHANGING SIGNS; PROVIDING FOR SEVERABILITY  
AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, application has been made by the Building and Zoning Department for certain amendments to the Municipal Code of the City of Palatka, Florida, and

**WHEREAS**, the need for clarification of standards and definition of changing signs has been identified;

**WHEREAS**, all the necessary procedural steps have been accomplished, including two public hearings before the City Commission of the City of Palatka on October 13, 2016 and October 27, 2016; and

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

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

**Section 1.** That Chapter 62 (Sign Code), Section 62-1 of the Palatka Municipal Code shall be amended as follows:

**Sec. 62-1. - Definitions.**

~~Changeable copy sign means a sign on which copy is changed manually in the field, i.e., reader boards with changeable letters or changeable pictorial panels. Changeable copy signs shall not exceed 30 square feet in size.~~

~~Changing sign means a sign with changing messages such as an that are manually, electronically, or electrically controlled to display public service information such as time, temperature and date, game statistics and information on a scoreboard, and public and emergency service messages on a 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 in Sec. 62-17 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.~~

**Section 2.** That Chapter 62 (Sign Code), Article I (In General) of the Palatka Municipal Code include a new section as follows:

**Sec. 62-17. - Changing signs standards.**

- (a) Changing sign size shall not exceed 36 square feet in size, except that scoreboards may be up to 100 square feet in size.
- (b) Electronic Changing signs shall display a message for at least eight seconds.
- (c) Electronic 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.
- (d) Electronic 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.
- (e) Scoreboards are allowed in association with private or public ballfields, including school and park facilities.
- (f) Scoreboard height is limited to 15 feet above grade.
- (g) The back of scoreboards shall not be used for advertising purposes and when visible from roadways or residential properties, shall be screened with landscaping.
- (h) Only game scores and statistics, sports-related information, public service announcements, and team sponsors may be displayed on scoreboards.
- (i) Scoreboards shall only be utilized during games.

**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 27<sup>th</sup> day of October, 2016.

**PALATKA CITY COMMISSION**

By: \_\_\_\_\_  
Its MAYOR

**ATTEST:**

\_\_\_\_\_  
**City Clerk**  
(SEAL)

**APPROVED AS TO FORM AND LEGALITY**

\_\_\_\_\_  
**CITY ATTORNEY**



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**ORDINANCE** amending Section 86-62 of the Code of Ordinances to provide options regarding calculations for separate water service required for each business unit - 1st Reading

### **SUMMARY:**

City staff was approached by a local business owner regarding the minimum water bill that was being paid on three business units within a single building which is served via a single water meter, however the three business units share a single bathroom.

Under Section 86-62 of the Code of the Ordinances, he was required to pay the minimum charge multiplied by three because of the three business units, however he felt that was unfair because the three business units did not have any water fixtures located within the unit. The three business units share a single restroom.

City staff has reviewed the Code and is recommending that Section 86-62 be modified to allow for a second option that building owners could choose from regarding their minimum water charges if they own a building with multiple business units that is served via a single water meter.

Since there is the possibility that a single restroom with multiple fixtures could serve many business units located in a building served by a single meter, such as a large office building with multiple suites, City staff felt that the best way to handle the modification was to allow for the building owner to be charged half the minimum monthly charge multiplied by the total number of water-serviced fixtures installed in the building.

City staff believes this would be fair to business owners should they chose to have a single meter that serves multiple business units which share a large restroom facility.

### **RECOMMENDED ACTION:**

**Adopt on 2nd reading an ordinance amending Section 86-62 of the Code of Ordinances of the City of Palatka allowing for building owners to select from two different methods of calculation regarding the minimum charges for water service when multiple business units are served via a single water meter.**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Ordinance	Ordinance

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING SECTION 86-62 OF THE MUNICIPAL CODE OF THE CITY OF PALATKA AS IT PERTAINS TO SEPARATE SERVICES REQUIRED FOR EACH BUSINESS UNIT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

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

**Section I.** That Section 86-62 of the Code of Ordinances of the City of Palatka, Florida, is hereby amended to read as follows:

**Sec. 86-62. *Separate service required for each business unit.***

There shall not be less than a minimum charge for each business receiving or having available to it water through the city's water system, and bills for water served to a business through a meter shall be calculated and rendered accordingly. In cases where multiple businesses in the same building, or on the same piece of property owned by a single owner of record, receive water or have water available to them through a single meter, the owner of the record of the building or property shall be responsible for paying the monthly water bill in an amount equal to either: 1) the minimum monthly charge times the number of business units served by the single meter, plus any usage over the cumulative minimums; or, 2) half of the minimum monthly charge multiplied by the total number of water-serviced fixtures installed in the building plus any usage over the cumulative minimums. The owner of record shall choose, in writing, utilizing a document signed by the owner between the methods described above and shall provide said document to the City Water Dept. where it will be maintained on file. ~~the minimum monthly charge times the number of business units served by the single meter, plus any usage over the cumulative minimums.~~ Effective on June 1, 1994, each owner of record of multiple business units receiving water through a single meter from the city's water system shall be required to put up a water deposit in an amount determined by this chapter and shall thereafter receive a bill calculated as set forth in this section. No water service shall be furnished to any business unit, except in accordance with the requirements of this section. No building permits for construction of new business units shall be issued unless separate water meters are provided.

*All other parts and provisions of Section 86-62 shall remain.*

**Section II.** That all ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

**Section III.** That if any section or portion of a section or subsection of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section, subsection, or part of this ordinance.

**Section IV.** A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka.

**Section V.** This Ordinance shall become effective as of October 28, 2016.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, on second reading this 28th day of October, 2016.

**CITY OF PALATKA**

By: \_\_\_\_\_  
Its Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**ORDINANCE** amending Palatka Municipal Code, Chapter 2 Administration, to add an Accounts Receivable Policy – 1<sup>st</sup> Reading

**SUMMARY:**

This ordinance adopts an Accounts Receivable Policy which will allow the City more control over collection of past due invoices for services rendered.

**RECOMMENDED ACTION:**

**Pass on first reading an ordinance adopting and adding an Accounts Receivable Policy to Chapter 2 of the Municipal Code.**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Ordinance	Ordinance

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	10/5/2016 - 1:41 PM
City Clerk	Driggers, Betsy	Approved	10/5/2016 - 1:41 PM

**ORDINANCE NO. 16 -**

**Entitled**

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, REVISING THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA, BY AMENDING CHAPTER 2, ADMINISTRATION, TO ADD AN ACCOUNTS RECEIVABLE POLICY; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, it is the policy of the City to bill users for goods, fees and other charges it deems necessary to fund services and programs of the City, thereby creating Accounts Receivable; and

**WHEREAS**, the City Commission deems it necessary to add a policy governing City of Palatka Accounts Receivable to provide guidelines for collection of monies owed to the City for goods, fees and services billed.

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

**Section 1.** That **Chapter 2** of the Code of Ordinances, Administration, shall be amended to include the following policy entitled *Accounts Receivable*:

***Accounts receivable.***

- (a) It is the policy of the City to bill for goods, user fees and other charges it deems necessary to fund services and programs of the City.
- (b) This accounts receivable policy applies to all goods, services and/or permits provided or granted by the City for which invoices are issued.
- (c) In all instances where goods and services have been provided or permitted and invoiced by the City, the Terms of Payment shall be that all amounts are due and owing within 30 day following the issuance of the invoice.
- (d) Accounts shall become delinquent 60 days following the issuance of the invoice or permit by the City.
- (e) It is the policy of the city that until delinquent accounts are paid in full, no new or additional goods, services or permits be authorized

regardless of type, to the delinquent account holder, and that credit for contractors or permit holders with delinquent accounts is specifically prohibited until such accounts are paid in full. The City has the right to refuse terms of credit to any user who becomes delinquent in payment of accounts.

- (f) Moreover, the billing department shall report to the Finance Director such delinquent accounts, and if they are not paid within 90 days, the Finance Director shall report the delinquency to the City Manager for the purpose of considering litigation.

**Section 2.** That Sections of Chapter 2 of the Palatka Municipal Code be renumbered accordingly to accommodate the changes described in this Ordinance, if necessary.

**Section 3.** All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**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.

**Section 5.** This Ordinance shall become effective upon its final passage by the City Commission of the City of Palatka.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida on second reading this 27<sup>nd</sup> day of October, 2016.

**CITY OF PALATKA**

By: \_\_\_\_\_  
Its **MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM AND CONTENT:**

\_\_\_\_\_  
**CITY ATTORNEY**



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**ORDINANCE** amending Appendix A - Fee Schedule to add Business License, Registration and Inspection fees for Electronic Gaming Establishments - 2nd Reading, Adopt

**SUMMARY:**

This is 2nd reading of an ordinance adopting fees associated with Electronic Gaming Establishments. The Electronic Gaming Establishments ordinance was adopted on 9/22/16.

Staff has reviewed fees associated with this item, and proposes following fees that are calculated to help to cover the costs of administering this ordinance. The proposed fees are as follows:

- Application fee: \$1,500 (amended by vote of the Commission on 1st reading 9/22/16)
- Annual registration fee per machine: \$50
- Transfer fee: \$750

These fees are in line with other jurisdictions - for example the application fee, set at \$1,000 is the same as Titusville, a comparable town, and less than the \$2,000 for Clay and St. Johns Counties. Annual machine registration are typically \$50, and transfer fees range from \$500 in Titusville to \$2,000 in Clay Co.

**RECOMMENDED ACTION:**

**Adopt on 2nd reading an ordinance setting fees for the business license registration application and registration and annual inspection of electronic gaming establishments.**

**ATTACHMENTS:**

Description	Type
▫ Ordinance (amended 9-22-16)	Ordinance

**REVIEWERS:**

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	10/3/2016 - 2:53 PM
City Clerk	Driggers, Betsy	Approved	10/3/2016 - 2:55 PM
City Manager	Suggs, Terry	Approved	10/3/2016 - 5:21 PM

**ORDINANCE NO. 16 -**

**AN ORDINANCE OF THE CITY OF PALATKA,  
FLORIDA, AMENDING APPENDIX A - FEE  
SCHEDULE OF THE MUNICIPAL CODE TO INCLUDE  
FEES FOR ELECTRONIC GAMING ESTABLISHMENTS;  
PROVIDING FOR SEVERABILITY AND PROVIDING  
AN EFFECTIVE DATE.**

**WHEREAS**, application has been made by the Building and Zoning Department for certain amendments to the Municipal Code Fee Schedule of the City of Palatka, Florida, 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.** Appendix A, Chapter 78 (Taxation) of the Palatka Municipal Code shall be amended to include the following:

Electronic gaming establishments, initial application fee...\$1,500.00

Electronic gaming establishments, annual registration fee per machine...\$50

Electronic gaming establishments, transfer fee...\$750

**Section 2.** Appendix A, Chapter 94 (Zoning) of the Palatka Municipal Code shall be amended to include the following:

Electronic gaming establishment, annual inspection: \$500, with possible additional charges not to exceed \$1,000 to allow for third-party expert review of machines and software.

**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 13<sup>th</sup> day of October, 2016.

**CITY OF PALATKA**

**BY:** \_\_\_\_\_  
**Its MAYOR**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**City Attorney**



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**ORDINANCE** amending Appendix "A," Fee Schedule of the Code of Ordinances to increase Water, Sewer & Solid Waste Collection Rates FY 2016-17 Budget Year - 2nd Reading, Adopt - *tabled on 9/22/16 to a time certain of 10/13/16*

**SUMMARY:**

This is the 2nd reading of an ordinance amending the Fee Schedule of the Code of Ordinances to provide for a 4.9% CPI increase to water & sewer and 6.5% increase in solid waste (garbage) collection rates as provided for in the FY 2016-17 Budget which is being adopted tonight and as discussed in the two July budget workshop (7/14 and 7/28).

Fees for deposits, after hours turn-ons and other services related to Utilities operations are not being increased.

The increase works out to the following monthly base rate changes\*:

- Residential: \$3.04 increase
- Commercial (5-day): \$5.86 increase
- Commercial (6-day): \$6.39 increase

\* Monthly base rate with no usage

This 2nd reading was tabled on 9/22/16 to a time certain of 10/13/16.

**RECOMMENDED ACTION:**

**Adopt on 2nd reading and ordinance amending Appendix "A," Fee Schedule, of the Code of Ordinances of the City of Palatka providing for a 4.9% CPI increase in water & sewer and 6.5% increase in solid waste collection rates for the FY 2016-17 Budget Year.**

**ATTACHMENTS:**

Description	Type
▢ Ordinance	Ordinance

**REVIEWERS:**

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	10/3/2016 - 2:57 PM
City Clerk	Driggers, Betsy	Approved	10/3/2016 - 2:57 PM

**ORDINANCE NO. 16 -**

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING APPENDIX A (FEE SCHEDULE) OF THE MUNICIPAL CODE OF THE CITY OF PALATKA AS IT PERTAINS TO FEES AND OTHER CHARGES RELATING TO: WATER RATES GENERALLY, BOTH INSIDE AND OUTSIDE THE CITY LIMITS; SEWER RATES GENERALLY, BOTH INSIDE AND OUTSIDE THE CITY LIMITS; SOLID WASTE COLLECTION RATES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 1, 2016.**

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

**Section I.** That Section 66-9(b) of Appendix “A” to Chapter 66 of the Code of Ordinances of the City of Palatka, Florida, is hereby amended to read as follows:

**Sec. 66-9. Garbage collection rates.**

- (a) For each residence, apartment or other single-family dwelling unit: . . . ~~\$13.20~~ 14.06
- (b) For each commercial enterprise or business establishment and any building or occupancy other than single-family ..... ~~\$3.41~~ 3.63 per cubic yard per pickup

**Section II.** That the following sections of Appendix “A” to Chapter 86 of the Code of Ordinances of the City of Palatka, Florida, are hereby amended as follows:

**Sec. 86-314. Water rates generally.**

(a) *Schedule:*

<b>Base Facility Charge</b>	<b>Charge Amount</b>
<i>Individually Metered Residential Accounts</i> Per Meter Regardless of Meter Size	<del>\$17.69</del> <u>18.56</u>
<i>Master-Metered Residential Accounts</i> Per Dwelling Unit	<del>\$15.93</del> <u>16.71</u>
<i>Non-Residential Accounts</i> Per Meter Regardless of Meter Size	<del>\$28.30</del> <u>29.69</u>
<i>Separate Irrigation Only Meters/Accounts</i> Per Meter Regardless of Meter Size	<del>\$28.30</del> <u>29.69</u>

<b>Usage Charges (in 1,000 gallons)</b>				
	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>
<i>Individually &amp; Master-Metered Residential Accounts</i>				
Per Dwelling Unit	0 - 4,000	4,001 - 8,000	8,001 - 12,000	12,000+
Rate per 1,000 Gallons	<del>\$1.00</del> <u>05</u>	<del>\$1.68</del> <u>76</u>	<del>\$3.36</del> <u>52</u>	<del>\$6.70</del> <u>03</u>
<i>Non-Residential Accounts</i>				
Per Meter	All Use			

Rate per 1,000 Gallons	\$2. <del>07</del> 17			
<i>Separate Irrigation Only Meters/Accounts</i>				
Per Meter	0 - 12,000	12,000+		
Rate per 1,000 Gallons	\$3. <del>36</del> 52	\$ <del>6.70</del> 7.03		

All rates are figured per 1,000 gallons

**Sec. 86-315. Water rates outside city limits.**

(a) *Schedule:*

<b>Base Facility Charge</b>	<b>Charge Amount</b>
<i>Individually Metered Residential Accounts</i> Per Meter Regardless of Meter Size	\$ <del>22.11</del> 23.19
<i>Master-Metered Residential Accounts</i> Per Dwelling Unit	\$ <del>19.91</del> 20.89
<i>Non-Residential Accounts</i> Per Meter Regardless of Meter Size	\$ <del>35.37</del> 37.10
<i>Separate Irrigation Only Meters/Accounts</i> Per Meter Regardless of Meter Size	\$ <del>35.37</del> 37.10

<b>Usage Charges (in 1,000 gallons)</b>				
	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>
<i>Individually &amp; Master-Metered Residential Accounts</i>				
Per Dwelling Unit	0 - 4,000	4,001 - 8,000	8,001 - 12,000	12,000+
Rate per 1,000 Gallons	\$1. <del>24</del> 30	\$2. <del>09</del> 19	\$4. <del>19</del> 40	\$8. <del>37</del> 78
<i>Non-Residential Accounts</i>				
Per Meter	All Use			
Rate per 1,000 Gallons	\$2. <del>57</del> 70			
<i>Separate Irrigation Only Meters/Accounts</i>				
Per Meter	0 - 12,000	12,000+		
Rate per 1,000 Gallons	\$4. <del>19</del> 40	\$8. <del>37</del> 78		

All rates are figured per 1,000 gallons

**Sec. 86-344. Sewer Rates Inside City Limits.**

(a) *Schedule:*

<b>Base Facility Charge</b>	<b>Charge Amount</b>
<i>Individually Metered Residential Accounts</i> Per Meter Regardless of Meter Size	\$ <del>24.93</del> 26.15

<i>Master-Metered Residential Accounts</i> Per Dwelling Unit	\$ <del>22.43</del> <u>23.53</u>
<i>Non-Residential Accounts</i> Per Meter Regardless of Meter Size	\$ <del>39.88</del> <u>41.83</u>

<b>Usage Charges (in 1,000 gallons)</b>			
	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>
<i>Individually &amp; Master-Metered Residential Accounts</i>			
Per Dwelling Unit	0 - 4,000	4,001 - 12,000	12,000+
Rate per 1,000 Gallons	\$1. <del>22</del> <u>28</u>	\$2. <del>05</del> <u>15</u>	N/A
<i>Non-Residential Accounts</i>			
Per Meter	All Use		
Rate per 1,000 Gallons	\$2. <del>05</del> <u>15</u>		

(b) *Individually & master-metered residential bill:* Usage of more than 12,000 gallons per month per dwelling unit shall not be billed.

**Sec. 86-345. Sewer Rates Outside City Limits.**

(a) *Schedule:*

<u>Base Facility Charge</u>	<b>Charge Amount</b>
<i>Individually Metered Residential Accounts</i> Per Meter Regardless of Meter Size	\$ <del>31.16</del> <u>32.69</u>
<i>Master-Metered Residential Accounts</i> Per Dwelling Unit	\$ <del>28.04</del> <u>29.41</u>
<i>Non-Residential Accounts</i> Per Meter Regardless of Meter Size	\$ <del>49.83</del> <u>52.27</u>

<b>Usage Charges (in 1,000 gallons)</b>			
	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>
<i>Individually &amp; Master-Metered Residential Accounts</i>			
Per Dwelling Unit	0 - 4,000	4,001 - 12,000	12,000+
Rate per 1,000 Gallons	\$1. <del>53</del> <u>60</u>	\$2. <del>55</del> <u>67</u>	N/A
<i>Non-Residential Accounts</i>			
Per Meter	All Use		
Rate per 1,000 Gallons	\$2. <del>55</del> <u>67</u>		

*Outside individually & master-metered residential bill:* Usage of more than 12,000 gallons per month per dwelling unit shall not be billed.

*All other parts and provisions of Appendix A to Chapter 86 shall remain.*

**Section II.** That all ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

**Section III.** That if any section or portion of a section or subsection of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section, subsection, or part of this ordinance.

**Section IV.** A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka.

**Section V.** This Ordinance shall become effective as of October 1, 2016.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, on second reading this 22<sup>ND</sup> day of September, 2016.

**CITY OF PALATKA**

**By:** \_\_\_\_\_  
**Its Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**City Attorney**