

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT

DONALD E. HOLMES
CITY ATTORNEY

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

AGENDA

CITY OF PALATKA

April 10, 2014

CALL TO ORDER:

- a. Invocation – The Reverend Dan Phillips, Pastor; Lemon Heights Baptist Church
- b. Pledge of Allegiance
- c. Roll Call

APPROVAL OF MINUTES – 3/27/14

1. PUBLIC RECOGNITION/PRESENTATIONS:

- a. **PROCLAMATION** – Safe Digging Month – April, 2014

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

3. CONSENT AGENDA:

- *a. **Adopt Resolution 2014-10-60** awarding the bid for the purchase of sixteen (16) police vehicles from AutoNation, Bartow Ford, Roundtree-Moore Chevrolet, Beck Ford and Beck Chrysler and authorizing purchase of vehicles
- *b. **Adopt Resolution 2014-10-61** authorizing the issuance of Special Events permit No. 14-17 for the 2014 Blue Crab Festival; setting forth provisions of the permit, granting permission to serve/consume alcohol on public right-of-way, exceed allowable noise levels, authorizing closure of certain streets to vehicular traffic during the Festival events, and setting advance and other permit fees
- *c. **Approve request items for Special Events permit No. 14-29**, Earth Day, to be held at the Waterworks Environmental Education Center on April 19, 2014 from 11:00 a.m. until 3:00 p.m. – Roger Sandoz, Applicant
 1. Grant waiver of Class B Event Application Deadline (at least 60 days prior to event)
 2. Grant permission to exceed allowable noise levels throughout the duration of event
- *d. **Approve request items for Special Events permit No. 14-31**, Water Works Education Environmental Center Advisory Group Center "Benefit Jazz Concert" on April 11, 2014 from 4:00 p.m. to 7:00 p.m. – Shann Purinton, Applicant
 1. Grant waiver of Class B Event Application Deadline (at least 60 days prior to event)
 2. Grant waiver of Class B Event Application Deadline (at least 60 days prior to event)
- *e. **Approve special request items for Special Events Permit No. 14-33**, Central Putnam Ministerial Association Easter Sunrise Service, April 19, 2014 from 6:00 a.m. to 8:00 a.m. – Central Putnam Ministerial Association; Rev. Karl N. Flagg, Applicant
 1. Grant waiver of Class B Event Application Deadline (at least 60 days prior to event)
 2. Grant waiver of Class B Event Application Deadline (at least 60 days prior to event)
- *f. **Reappoint Brenda Bivins to the Palatka Housing Authority Board** for an additional three-year term to expire April 12, 2017 (incumbent)
- *g. **Appoint Kathy Griffin to the Community Redevelopment Agency (CRA)** as Downtown Palatka, Inc. Representative for the remainder of a four-year term vacated by Alex Sharp, to expire 4/31/14

AGENDA - CITY OF PALATKA

April 10, 2014

Page 2

4. **COMMUNITY DEVELOPMENT AGENCY BUSINESS – April 10, 2104 meeting:**
 - *a. **Award Façade Grants as follows:**
 1. \$9,000.00 to Shelly Trust Management for 322, 324 and 326 St. Johns Avenue
 2. \$3,290.00 to Badcock Home furnishings & More for 1000 St. Johns Avenue
 - *b. **Resolution No. 2014-10-62** amending the FY 2013/14 City of Palatka Central Business District and North Historic District TIF Budget for site amenity improvements - Adopt
- * 5. **RESOLUTION** declaring as surplus the 2006 Sterling Front-loader Sanitation Collection Unit #73 and accepting a bid from Nextran Truck Center of Jacksonville in the amount of \$261,090.63 for the purchase of a 2014 Mack MRU633 Refuse Collection Truck/Hercules Front Loader with integrated Compressed Natural Gas (CNG) tanks - Adopt
- * 6. **RESOLUTION** awarding the bid for to finance the lease/purchase of a sanitation truck and police vehicles to Bank of America and authorizing the Mayor, City Manager and appropriate Staff to execute and attest the Lease/Purchase Agreement and all other documents in connection therewith – Adopt
- * 7. **RESOLUTION** Adopting authorizing the execution of Change Order #2 to the Poseidone, LLC Contract Agreement for the completion of the riverboats refurbishment/renovation of Vessel #1 and substitution of a pontoon-style vessel for Vessel #2 - Adopt

PUBLIC HEARINGS:

- * 8. **ORDINANCE** amending Chapter 94, City of Palatka Zoning Code, Division 3, Article 3 to add building exterior standards on major city thoroughfares - First Reading

9. **CITY MANAGER & ADMINISTRATIVE REPORTS**

10. **COMMISSIONER COMMENTS**

11. **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:

Apr. 12 – MOD Walk for Babies
May 23 – 26 – Blue Crab Festival
May 26 – City offices closed to observe Memorial Day
July 4 – City Offices closed to observe Independence Day
Aug 14 – 16 – FLC Annual Conference (Hollywood)
Sept. 1 – City offices closed to observe Labor Day

Board Openings:

Tree Committee – 2 vacancies
Fire Pension Board – 1 vacancy (Commission appointee)

CITY OF PALATKA



Proclamation

WHEREAS, each year, Florida's underground vital utility infrastructure is jeopardized by unintentional damage by those who fail to call 811 to have underground lines located prior to digging. Undesired consequences such as service interruption, damage to the environment, personal injury and even death are the potential results; and

WHEREAS, Sunshine State One-Call of Florida and its 896 members encourage citizens to dial 8-1-1, the "call-before-you-dig" number, to help prevent unintentional damages. Designated by the FCC in 2005, the 811 Service provides excavators and homeowners a simple, toll-free number to call and request utility line locations at the intended dig site; and

WHEREAS, through education on safe digging practices, excavators and homeowners can save time and money and prevent serious injury to themselves and others by calling 811 before beginning any digging project; waiting two full business days for locate marks; protecting the marks so they remain visible throughout the project; and finally digging with care around the marks; and

WHEREAS, in addition to saving time and money, the one-call system helps excavators comply with the safety rules and regulations of the construction industry; and

WHEREAS, all parties agree that safe digging is a shared responsibility. To know what is below, call 811 before you dig.

NOW, THEREFORE, I, Vernon Myers, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby proclaim the month of April, 2014 as

SAFE DIGGING MONTH

in the City of Palatka, and urge all citizens and contractors to use the "Call Sunshine" one-call center to locate underground facilities before beginning excavations or demolitions, in addition to all other appropriate safety precautions.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Palatka to be affixed this 10th day of April, in the Year of Our Lord Two Thousand Fourteen.

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

PALATKA CITY COMMISSION

By: Vernon Myers, MAYOR

*Agenda
Item*

3a



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-60 awarding the bid for the purchase of police vehicles from AutoNation, Bartow Ford, Rountree-Moore, Beck Ford and Beck Chrysler, and authorizing the purchase of said vehicles

SUMMARY:

On January 6, 2014 the City of Palatka distributed a Request for Proposals (RFP) for the purchase of sixteen (16) new vehicles for the Police Department. The Department seeks to purchase eleven (11) marked patrol cars, one (1) marked K-9 car, one (1) ¾ ton cargo van, two (2) unmarked supervisor SUV's and one (1) administrative car. The RFP was crafted to ensure competitive services and pricing.

On March 31, 2014, responses to the RFP were opened and read by Betsy Driggers and Matt Newcomb at City Hall. Proposals were submitted by AutoNation, Bartow Ford, Beck Chrysler-Dodge-Jeep-Ram & Nissan, Beck Ford, AutoNation, Rountree-Moore Chevrolet, and Hurley Chrysler. Upon review of the responses received, it was determined there were responders that did not meet the advertised specifications; specifically, certain items were omitted from their proposals.

A spreadsheet is attached to the proposed resolution (Exhibit A) showing a breakdown of the results of the proposals received, along with the PD's recommendation on bid award(s). It should be noted Beck Auto Group provided a proposal stating the City would receive a 2% equipment discount if the entire purchase was made through them. The total purchase cost of all vehicles from Beck Auto Group is \$533,606, which is \$12,981 higher than the PD's recommendation for award. The total cost to purchase these sixteen (16) vehicles is \$520,625.

RECOMMENDED ACTION:

Adopt Resolution No. 14- authorizing the purchase of sixteen (16) Police Department vehicles as described in attachment "A".

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution	Resolution Letter
<input type="checkbox"/> Exhibit A	Cover Memo

RESOLUTION No. 2014-10-xx

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AWARDING THE BID FOR THE PURCHASE OF POLICE DEPARTMENT VEHICLES TO AUTONATION FOR THE PURCHASE OF ELEVEN PATROL VEHICLES; TO BARTOW FORD FOR THE PURCHASE OF ONE K-9 VEHICLE; TO ROUNTREE-MOORE FOR THE PURCHASE OF ONE CARGO VAN; TO BECK FORD FOR THE PURCHASE OF TWO SUPERVISOR'S VEHICLES; TO BECK CHRYSLER FOR THE PURCHASE OF ONE ADMINISTRATIVE VEHICLE.

WHEREAS, on January 6, 2014 the Palatka Police Department issued an invitation to submit proposals for the purchase of sixteen (16) vehicles for the Palatka Police Department; and

WHEREAS, upon review and comparison of the proposals received; it has been determined that AutoNation, Bartow Ford, Rountree-Moore, Beck Ford and Beck Chrysler have submitted the most responsive proposals for the vehicles; and

WHEREAS, the Palatka City Commission deems it reasonable to award portions of the bid to the following dealers, said vehicles to be financed through a lease/purchase agreement with Bank of America, as follows:

- 1) \$361,658 for eleven 2014 vehicles from AutoNation, Pembroke Pines, FL
- 2) \$36,094 for one 2014 vehicle from Bartow Ford, Bartow, FL
- 3) \$22,655 for one cargo van from Rountree-Moore Chevrolet, Lake City, FL
- 4) \$75,300 for two supervisor SUV's from Beck Ford, Palatka, FL
- 5) \$24,918 for one administrative vehicle from Beck Chrysler, Palatka, FL

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

Section 1. That the above recitals and true and correct and are incorporated herein by reference;

Section 2: That the bid(s) for the purchase of sixteen police vehicles be awarded to AutoNation in the amount of \$361,658.00, to Bartow Ford in the amount of \$36,094.00; to Rountree-Moore Chevrolet in the amount of \$22,655.00; to Beck Ford in the amount of \$75,300.00; and to Beck Chrysler-Plymouth-Dodge in the amount of \$24,918.00, more specifically detailed in Exhibit "A" which is attached hereto and incorporated herein by reference, for a total amount of \$520,625.00.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 10th day of April, 2014.

CITY OF PALATKA

By: _____
Its MAYOR

Exhibit "A"

2014 Police Vehicle Proposal Results							
Vehicle Type	Qty	Bartow Ford	Beck Chry	AutoNation	Beck Ford	Rountree	Hurley Chry
Marked Dodge Charger	11	\$34,365	\$34,874	\$32,878	\$34,916		\$32,404
<i>Bid Specifications Met</i>		Yes	Yes	Yes	Yes		No
Marked K-9 Ford Interceptor	1	\$36,094	\$37,821		\$38,100		\$35,319
<i>Bid Specifications Met</i>		Yes	Yes		Yes		No
3/4 Ton Chevy Cargo Van	1	\$22,986	\$28,264			\$22,655	\$31,258
<i>Bid Specifications Met</i>		Yes	Yes			Yes	Yes
Supervisor Ford Interceptor -SUV	2	\$38,318	\$34,940		\$37,650		\$36,236
<i>Bid Specifications Met</i>		Yes	Yes		Yes		No
Administrative Dodge Charger	1	\$26,745	\$24,918		\$27,400		\$24,742
<i>Bid Specifications Met</i>		No	Yes		No		No

*Dealers that are in **bold** indicate the recommended dealer and purchase price of the specified vehicle

PPD Recommendation Based on Proposals				
Vehicle Type	Qty	Cost	Recommended Dealer	Total Cost
Marked Dodge Charger	11	\$32,878	AutoNation	\$361,658
Marked K-9 Ford Interceptor	1	\$36,094	Bartow Ford	\$36,094
3/4 Ton Chevy Cargo Van	1	\$22,655	Rountree	\$22,655
Supervisor Ford Interceptor -SUV	2	\$37,650	Beck Ford	\$75,300
Administrative Dodge Charger	1	\$24,918	Beck Chrysler	\$24,918
Grand Total:				\$520,625

*Agenda
Item*

3b



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-61 authorizing the issuance of Special Events Permit No. 14-17 for the 2014 Blue Crab Festival; setting forth provisions of the permit, granting permission to serve/consume alcohol on public right-of-way, exceed allowable noise levels, authorizing the closure of certain streets to vehicular traffic during the Festival events, and setting advance and other permit fees.

SUMMARY:

Blue Crab Festival, Inc. has made application for a Class A Special Events Permit for the 2014 Blue Crab Festival scheduled for May 23 - 26, 2014. The Special Events Committee has met with the organizers.

The 2014 permit includes the following provisions:

1. Grant permission to serve and consume alcohol on the public rights-or-way including Memorial Parkway; St Johns Avenue from Riverfront Park to 5th Street; N. & S. 2nd Streets from Reid Street to Short Laurel Street; N. & S. 3rd Streets from Reid Street to Oak Street; N. & S. 4th Streets from Reid Street to Oak Street; N. & S. 5th Street from Reid Street to Oak Street; and including all of the Riverfront Park. The timeframes will coincide with the timeframes for exceeding allowable noise levels. Applicant to provide clear signage and barriers for alcoholic beverage consumption area.
2. Grant permission to exceed allowable noise levels on Friday, May 23, 2014 from 5:00 p.m. until 12:00 a.m. (midnight); Saturday, May 24, 2014 from 10:00 a.m. until 12:00 a.m. (midnight); Sunday, May 25, 2014 from 1:00 p.m. until 12:00 a.m. (midnight); and Monday, May 26, 2014 from 10:00 a.m. until 5:00 p.m.
3. Grant permission to close streets for parking and vehicular traffic: St. Johns Avenue from Memorial Parkway to 8th Street; N. & S 3rd, 4th, 5th, 6th, and 7th Streets from Oak Street to Reid Street; N. & S. 2nd Street between Reid Street and Short Laurel Street; and all of Memorial Parkway during festival hours.
4. Authorize the closure of the Riverfront Park boat ramp from 5:00 p.m. 5/23/14 through 5:00 p.m. 5/26/14

Estimated Festival Permit fee: \$ 13,234. (\$7,199. for police security fees; \$1,200 for Festival Permit fee (Class A special events permit of \$300 for four days); \$1,175 for garbage containers; \$1,794 for fire personnel; \$184 for building inspector; \$996 for electrical personnel; and \$736 for public works personnel. Applicant agrees to pay actual landfill tipping fees. Applicant agrees to pay City of Palatka for actual FP&L charges for use of their electrical boxes.

RECOMMENDED ACTION:

Adopt the authorizing the issuance of Special Events Permit No. 14-17 for the 2014 Blue Crab Festival; setting forth terms and conditions of the Permit and setting forth preliminary fees.

ATTACHMENTS:

	Description	Type
D	<u>Special Events Permit No. 14-17</u>	Backup Material
D	<u>Resolution</u>	Resolution Letter

RESOLUTION NO. 2014 – 10 - 60

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO THE BLUE CRAB FESTIVAL, INC. FOR THE 2014 BLUE CRAB FESTIVAL; SETTING THE PROVISIONS OF THE PERMIT; ALLOWING THE CLOSURE OF CERTAIN STREETS TO VEHICULAR TRAFFIC DURING FESTIVAL EVENTS; AND SETTING PERMIT FEES

WHEREAS, The Blue Crab Festival is an established event held in Downtown Palatka annually during Memorial Day Weekend; and

WHEREAS, The Blue Crab Festival Inc., has made application to the City of Palatka for a special events permit for the 2014 Blue Crab Festival,

WHEREAS, The City of Palatka Staff have met with Festival organizers and all parties have reached an agreement as to the provisions of the Special Events Permit; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka and its citizens; and

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

Section 1: That Special Events Permit No. 14-17 for the 2014 Blue Crab Festival is hereby granted to Blue Crab Festival, Inc. with the following provisions and stipulations:

- a. Grant permission to exceed allowable noise levels on dates & times:

May 23	5:00 p.m. to 12:00 midnight
May 24	10:00 a.m. to 12:00 midnight
May 25	1:00 p.m. to 12:00 midnight
May 26	10:00 a.m. to 5:00 p.m.
- b. Grant permission to serve and consume alcohol on the public rights-of-way including Memorial Parkway; St Johns Avenue from Riverfront Park to 5th Street; N. & S. 2nd Streets from Reid Street to Short Laurel Street; N. & S. 3rd Streets from Reid Street to Oak Street; N. & S. 4th Streets from Reid Street to Oak Street; N. & S. 5th Streets from Reid Street to Oak Street; and including all of the Riverfront Park. The timeframes will coincide with the timeframes for exceeding allowable noise levels. Applicant to provide clear signage and barriers for beverage consumption area.
- c. Grant permission to close for parking and vehicular traffic St. Johns Avenue from Memorial Parkway to 8th Street; N. & S. 3rd, 4th, 5th, 6th and 7th Streets from Oak Street to Reid Street; N. & S. 2nd Street between Reid Street and Short Laurel; and all of Memorial Parkway during festival hours.
- d. Authorize closure of Riverfront Park boat ramp from 5:00 pm. 5/23/14 thru 5:00 p.m. 5/26/14.
- e. **Estimated Festival Permit fee: \$13,234** (\$7,199 for police security fees; \$1,200 for Festival Permit Fee (Class A special events permit of \$300 for four days); \$1,175 for garbage containers; \$1,794 for fire personnel; \$184 for building inspector; \$996 for electrical personnel; \$736 for public works personnel; and Applicant pays actual landfill tipping fees. Applicant agrees to pay City of Palatka for the actual FP&L charges for use of their electrical boxes.

Section 2: That the total advance and estimated Permit Fees for 2014 shall be \$13,234.00.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 10th day of April, 2014.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

APPLICATION # 14-17

(circle one below)

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

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

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

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

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

- a. Blue Crab Festival Inc.
- b. CONTACT PERSON Charles Rudd TELEPHONE (386)329-0100 Ext. 333
- c. P.O. Box 1351 Palatka FL 32178 FAX # _____

2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY, IF DIFFERENT FROM ABOVE

- a. CONTACT PERSON _____ TELEPHONE _____
- b. _____ FAX # _____

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Blue Crab Festival

4. DATE & HOURS OF DESIRED USE: Friday May 23, 2014 5pm-12am; Saturday May 24, 2014 10am-12am; Sunday May 25, 2014 10:00am-12am; Monday May 10am-5pm

5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
Entire Riverfront, St. Johns Ave from Memorial to 8th St.

6. ROAD CLOSURES: 1st St., Memorial Drive, 2nd St. St. Johns Ave to 8th St.

7. REQUEST FOR NOISE VARIANCE(Dates and Times): Friday May 23, 2014 5pm-12am; Saturday May 24, 2014 10am-12am; Sunday May 25, 2014 1:00pm-12am; Monday May 10am-5pm

8. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): Friday May 23, 2014 5pm-12am; Saturday May 24, 2014 10am-12am; Sunday May 25, 2014 1:00pm-12am; Monday May 10am-5pm

9. ESTIMATE OF ANTICIPATED ATTENDANCE 100,000

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT _____

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

- a. CLASS A: X \$300.00- 1,001 to 80,000 in attendance per day
- b. CLASS B: _____ \$100.00 per day Up to 1,000 persons per day
- c. CLASS C: _____ \$50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats. Etc.
- d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)

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

13. 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:

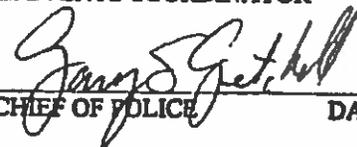
- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages or cause of actions for any personal injury, 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, invitees 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.

DATE 1/24/14 SIGNATURE OF APPLICANT Chris Hill

APPROVED:

 SPECIAL EVENTS COORDINATOR _____ DATE _____

 CHIEF OF POLICE _____ DATE 2/13/14

RETURN TO:
THAD CROWE
SPECIAL EVENTS COORDINATOR
205 N. 2nd Street
Palatka, FL 32177

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

Revised: 2/28/13



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: March 25, 2013 Special Events Coordinator: Thad Crowe

- | | | | |
|-------------------------------------|------------------------------|-----------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | Site Sketch Provided | Event Classification: | <input checked="" type="checkbox"/> |
| <input checked="" 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: Blue Crab Festival

Type of Event: Festival

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still motion picture production, etc. – attach separate listing if necessary) Arts & Crafts, Commerical Vendors, Food Vendors, Live Entertainment, Alcohol Sales, Carnival Rides, Fireworks, K Race, Vehicle Displays, Parade

Location of Event: Riverfront Park, Memorial Drive, St. Johns Ave to 8th Street, Boat Ramp and Parking Lot Area, Short Laurel lot, 2nd Street

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

	Date	Day	Begin	End
Event Day 1	<u>5/23/2014</u>	<u>Friday</u>	<u>5:00 PM</u>	<u>12:00 AM</u>
Event Day 2	<u>5/24/2014</u>	<u>Saturday</u>	<u>10:00 AM</u>	<u>12:00 AM</u>
Event Day 3	<u>5/25/2014</u>	<u>Sunday</u>	<u>10:00 AM</u>	<u>12:00 AM</u>
Event Day 4	<u>5/26/2014</u>	<u>Monday</u>	<u>10:00 AM</u>	<u>12:00 AM</u>

Set-up for event will begin on (Date) Monday, May 19, 2014 at (time) 8:00 AM

Break down will be completed by (Date) Wednesday, May 28, 2014 at (time) 6:00 PM

Event Sponsor/Organization Blue Crab Festival, Inc.

Name of Promoter: Blue Crab Festival Tax Exempt No.: _____

Fee Worksheet (to be completed by Special Events Coordinator)

“Class A” Event

Daily Fees (see fee schedule)
Security Fees @ \$23/hr/Officer
Green Container Fees @ \$15/container
Refundable Deposit \$500.00

“Class B” Event

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)

“Class C” Event

Daily Fees \$50/day
Security Fees @ \$23/hr/Officer
Green Container Fee @ \$15/container

Special Events Permit Fees

\$ 300 Per day X 4 Days \$ 1,200.00

Law Enforcement (City)
Police Officer(s)

\$ 23.00 Per hour X _____ Officers X 313 Hours \$ 7,199.00

Fire Personnel

\$ 23.00 Per hour X 78 Hours \$ 1,794.00

Building Inspector

\$ 23.00 Per hour X 8 Hours \$ 184.00

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

Public Works Personnel # Personnel _____ X _____ Hours @ \$23/hour \$ 734.00

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

Electrician Personnel \$ 23.00 Per hour X _____ Hours \$ 996.00

Sanitation Equipment Fee

Green Roll-Out Containers 75 X \$15.00 Per Container \$ 1,125.00

Additional Charges (List)

\$ _____

\$ _____

\$ _____

\$ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter)

\$ 13,234.00

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

APPLICANT INFORMATION:

Name: Charles Rudd
Telephone: (386)329-0100 Ext. 333 Fax: _____ Cellular: (352)455-1180
Address: P.O. Box 1351 Palatka FL 32178

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

Other Contacts/ Key Holders:

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

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

Estimated Peak Number of Participants (each day of event): Day 1 1,000
Day 2 50,000 Day 3 50,000 Day 4 30,000 Day 5 _____

Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used: Fireworks show on 5/24/14 with a rain date of 5/25/14

Number and proposed location of fire protection services: Corner of St. Johns and 2nd Street substation

Inspection(s)- Date and time requested: Friday, May 23, 2014 @ 4:00 p.m.; Saturday May 24, 2014 @ 8:00 a.m.

Electrician Services- Date and time requested: _____

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

Number of EMS Personnel required: _____

Number and proposed location for portable toilets: (note location on site map) 36 units, see attached site map

- Carnival location (if any) (note location on site map) Area by clock tower and block, see attached map
- Number of sanitation roll-out containers required Garbage truck located off 2nd Street; approximately 75 green roll-outs
- Location of parking/transportation services, if any: See attached map
- Type Transport Vehicles (Van, Buses, etc.) N/A
- Location of security and emergency vehicle parking on site: Corner of St. Johns and 2nd Street
- Public street barricades/street closures/detours: (note locations on site map) see attached map
- Temporary Parking, directional Signage needed: see attached map
- Main emergency vehicle access to site (location-also note on site map): 2nd Street from Reid, see attached map
- Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, Bleachers, hospitality tents, booths, etc.: (note on site map): see attached map
- Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map) Approx. 300 vendors, see attached map
- Number and location of static/mobile displays (note on site map): see attached map
- Location of event staff management (headquarters): Fellowship Hall of Presbyterian Church on 2nd St.
- Staff Uniform Identification: Festival t-shirt with "Staff" or other volunteer job printed
- Main sound system location: Entertainment tent by the boat ramps
- Number and location of special activities (launching areas, animal attractions, amusements Car shows, parade routes, competition courses, etc.): see attached map

- Number and location of temporary signs/banners: see attached map

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

- Watercraft: Pirate Ship from Fernandina Shrimp Festival, boat, associated with safety for fireworks
- Aircraft: _____
- Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.):

- Date(s) and times of setup/ breakdown: setup 5/19/14 8am, breakdown 5/28/14 at 6pm

- Name(s) and Type of Musical Bands to Perform (dates & times of performance): see attached list

- Noise Abatement Requirements: yes, noise variance

- Adjoining Properties Impacted (Notification needed?): yes

- Location, Dates and Times for Alcohol Ordinance Open Container Waiver: Riverfront Park from Reid Street to the Boat Ramps and St. Johns Avenue from Memorial to 5th Street. 5/23/14 from 5pm to 12am. 5/24/14 from 10am to 12am, 5/25/14 from 1pm to 12am, 5/26/14 from 10am to 5pm

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

- Handicapped Accessibility: Yes

Items Outstanding:

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

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

PRE-PLANNING MEETING

Name of Special Event: Blue Crab Festival Date 3/25/14

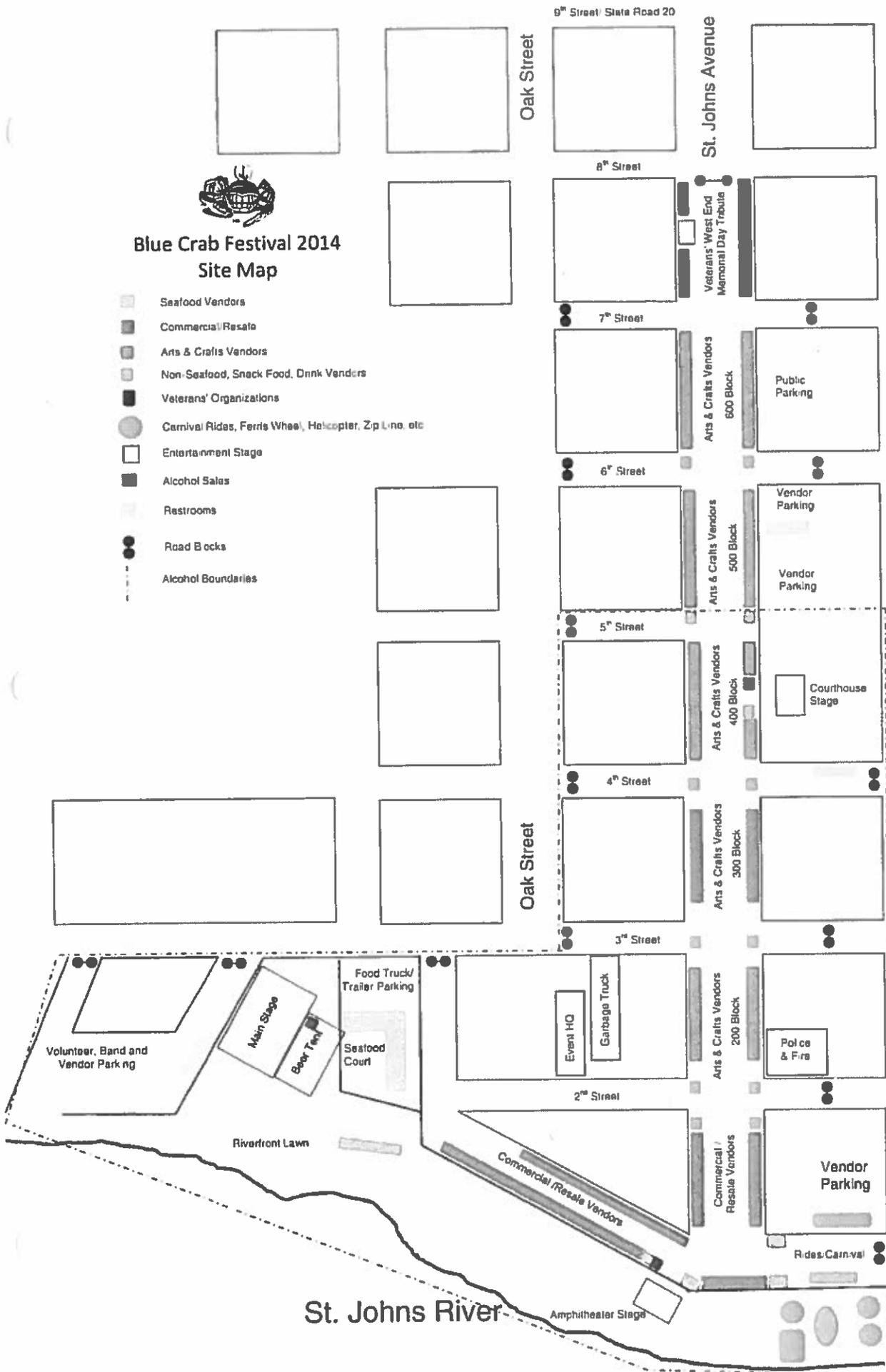
Persons Attending Planning Meeting:

Name	Representing	Position	Phone #
<u>See attached sign in sheet</u>			



Blue Crab Festival 2014 Site Map

- Seafood Vendors
- Commercial/Resale
- Arts & Crafts Vendors
- Non-Seafood, Snack Food, Drink Vendors
- Veterans' Organizations
- Carnival Rides, Ferris Wheel, Helicopter, Zip Line, etc.
- Entertainment Stage
- Alcohol Sales
- Restrooms
- Road Blocks
- Alcohol Boundaries



US 17/Reid Street

St. Johns River

Attachment to Special Events Application

Blue Crab Festival 2014

Bands booked to-date:

Amy D & The Experience

Blistur

Highway to Hell

Eric Lee Beddingfield

Mindwalk

Red River Band

Emma Moseley Band

Palatka Fire Department

Blue Crab Festival

Day	Date	Schedule	Hours
Friday	May 23, 2013	1700 – 1200 midnight	7
Saturday	May 24, 2013	1000 – 1200 midnight	14
Sunday	May 25 2013	1300 – 1200 midnight	11
Monday	May 26, 2013	1000 – 05:00 pm	7

Date	Firefighter/EMT	Scheduled hours/ rate	Daily Total
May 23, 2014	2 Firefighter/ EMT	7 hours/per FF - 14 hours @ \$23.00 =	\$ 322.00
May 24, 2014	2 Firefighter/ EMT	14 hours/ per FF - 28 hours @ \$23.00 =	\$ 644.00
May 25, 2014	2 Firefighters/ EMT	11 hours/ per FF - 22 hours @ \$23.00 =	\$ 506.00
May 26, 2014	2 Firefighter/ EMT	7 hours / per FF - 14 hours @ \$23.00 =	<u>\$ 322.00</u>
Total hours: 78 hours @ \$23.00 per hour =			\$1794.00

The Firefighter/ EMT's will be dedicated to the Blue Crab Festival for the entire scheduled hours. Palatka Fire Department will schedule 2 on duty Firefighter/ EMT's, to assist with the fire rescue operations.

Wolfson's tournament:

May 17, 2014

2 firefighter/ EMT's – 2:00pm to 6:00pm. 2- FF 4 hours – Total 8 hours @ \$23.00 = \$184.00

KeOndra Wright

From: Bruce Nelsen
Sent: Friday, March 28, 2014 8:28 AM
To: KeOndra Wright
Subject: RE: Estimated of Fees

Building Officials Estimated inspection time for the 2014 Blue Crag Festival:

Friday, 2014 inspection of the following / Time 12:00 p.m. to 4:00 p.m. / 4 hours

- Inspection of two large tents
- Inspection of all electrical services and outlets
- Inspection of all food vender tents and electrical connections
- Inspection of carnival generators and electrical distribution boxes
- Inspection of safety hazards

Saturday, 2014 inspection of the following /Time 7:00 a.m. to 11:00 a.m. / 4 hours

- Re-inspection of corrections noted on Friday
- Inspection of late arrival food vendors
- Inspection of all vendors along St. Johns Ave.
- Inspection of all electrical connections
- Inspection of safety hazards

Total Estimated hours for this event is 8 hours @ 23.00 per hour equals \$184.00.

From: KeOndra Wright
Sent: Thursday, March 27, 2014 8:26 AM
To: Bruce Nelsen
Subject: RE: Estimated of Fees

Thanks,

Ke'Ondra Wright

City of Palatka

Building & Zoning

201 N. 2nd St.

Palatka Florida 32177

Phone 386-329-0103 Fax 386-329-0172

kwright@palatka-fl.gov

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



Please consider the environment - print only if necessary.

KeOndra Wright

From: Jonathan Griffith
Sent: Wednesday, March 26, 2014 1:03 PM
To: KeOndra Wright
Subject: RE: Estimated of Fees

KeOndra:

Based upon what was submitted in the applications the estimates for electrical services are as follows:

- **Blue Crab - \$996** This is assuming one person for all of the event hours listed. No fees will be charged for setup, as it is during normal working hours.
- **Wolfson's - \$0** This is assuming they require no electrical assistance on Saturday when they start to break everything down.

Jonathan C. Griffith

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

www.palatka-fl.gov



From: KeOndra Wright
Sent: Wednesday, March 26, 2014 10:55 AM
To: Bruce Nelsen; Ed Chandler; Mark Lynady; James Griffith; Jonathan Griffith; Charles Rudd
Subject: Estimated of Fees
Importance: High

Just a reminder that I will need everyone's estimated fees and/ or invoices no later than **Thursday March 28, 2014 at 3pm** for the following Special Events:

- Blue Crab Festival, Inc. "Blue Crab Festival" on May 23-26, 2014.
- Brain Seay "25th Annual Wolfson Children's Hospital Bass Tournament" on Saturday May 15-17, 2014.
-

If there are no fees associated with the following Special Events for your department just email me back that states there are no fees associated the Special Events.

Ke'Ondra Wright
City of Palatka
Building & Zoning

KeOndra Wright

From: James Griffith
Sent: Friday, March 28, 2014 12:06 PM
To: KeOndra Wright
Subject: RE: Estimate of Fees

The estimate for the Blue Crab is \$7,199.00

Total of 313 hours at \$23.00 an hour

James A. Griffith
Palatka Police Department
110 North 11th Street
Palatka, FL 32177
Office (386) 329-0115 ext. 219
Cell Phone (386) 937-1703

From: KeOndra Wright
Sent: Friday, March 28, 2014 11:28 AM
To: James Griffith
Subject: RE: Estimate of Fees

Ok, I just need the estimate for the blue crab festival because the City Commission set forth the fees for the special event. I also have to place the fees on the special events application that I must scan into the novus agenda (today is the deadline for the novus agenda). I'm not trying to be a pest but I'm just trying to make the novus deadline.

Ke'Ondra Wright

City of Palatka

Building & Zoning

201 N. 2nd St.

Palatka Florida 32177

Phone 386-329-0103 Fax 386-329-0172

kwright@palatka-fl.gov

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



Please consider the environment - print only if necessary.

From: James Griffith
Sent: Friday, March 28, 2014 11:23 AM
To: KeOndra Wright
Subject: RE: Estimate of Fees

KeOndra Wright

From: Ed Chandler
Sent: Friday, March 28, 2014 1:53 PM
To: KeOndra Wright
Cc: Thad Crowe
Subject: Blue Crab/Wolfson

Blue Crab 75 Cans \$1,125.00 Personnel (2) \$23.00/hr (4) hrs each day ^{5/04-06/14}~~5/30/14-6/2/14~~ \$736.00 I do not have anything for Wolfson Sent from my iPhone

Agenda Item

3c



CITY COMMISSION AGENDA ITEM

SUBJECT:

Approve request items for Special Events Permit No. 14-29 - Earth Day, to be held at the Waterworks Environmental Education Center on April 19, 2014 from 11:00 a.m. until 3:00 p.m.- Roger Sandoz, Applicant;

1. Grant permission to exceed allowable noise levels throughout the duration of event.
2. Grant waiver of Class B Event Application Deadline (at least 60 days prior to event)

SUMMARY:

Roger Sandoz, a member of the Palatka Waterworks Committee, has made application for the this Earth Day event to be held at the Palatka Water Works Education Environmental Center. Although Class B special events can be approved by the Special Events Coordinator, this application contains requests items that must go before the City Commission for approval, namely a noise variance for amplified sound. The Commission is also being asked to waive the requirement that applications for Class B events be made 60 days in advance of the event.

RECOMMENDED ACTION:

Grant permission to waive the application deadline and to exceed allowable noise levels during the Earth Day Special Event (Saturday April 19, 2014) at the Palatka Water Works Education Environmental Center.

ATTACHMENTS:

Description	Type
□ <u>Special Events Permit No. 14-29</u>	Backup Material

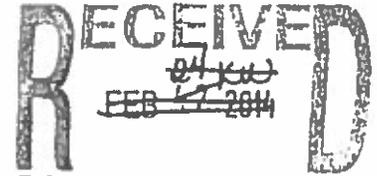
APPLICATION # 14-29

(circle one below)

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

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

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



CITY OF PALATKA

APPLICATION FOR USE OF PARKS, RECREATIONAL AREAS,

RIVERFRONT PARK AND OTHER AREAS WITHIN THE CITY LIMITS

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

a. Roger W Sandoz Jr, 204 Hesson Ave Palatka FL

b. CONTACT PERSON above TELEPHONE (386) 546-7482

c. putnamccc@yahoo.com FAX # _____

2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY, IF DIFFERENT FROM ABOVE

a. CONTACT PERSON _____ TELEPHONE _____

b. _____ FAX # _____

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Earth day an event

4. Promoting environmental awareness by gathering local environmental groups

5. DATE & HOURS OF DESIRED USE: open 8-6 event hours 10-3 on April 19, 2014

6. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)

Old Water Works

7. ROAD CLOSURES: N/A

8. REQUEST FOR NOISE VARIANCE(Dates and Times): 11:00am - 3pm 4/19-24

9. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): _____

10. ESTIMATE OF ANTICIPATED ATTENDANCE 300

11. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT _____

12. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

- a. CLASS A: \$300.00- 1,001 to 80,000 in attendance per day
- b. CLASS B: \$100.00 per day Up to 1,000 persons per day
- c. CLASS C: \$50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats. Etc.
- d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)

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

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



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: March 25, 2014 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 type="checkbox"/> |
| | Class B | <input checked="" 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: Earth Day

Type of Event: Environmental Education, volunteer promotion

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

Displays, vendors, music, food

Location of Event: Old Palatka Water Works

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

	Date	Day	Begin	End
Event Day 1	<u>4-19-14</u>	<u>Sat</u>	<u>10</u> AM/PM	<u>3</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) 4-19-14 at (time) 7:30 am

Break down will be completed by (Date) 4-19-14 at (time) 5:00 pm

Event Sponsor/Organization Roger W Sandoz Jr

Name of Promoter: Roger Sandoz Jr. Tax Exempt No.: _____

Fee Worksheet (to be completed by Special Events Coordinator)

“Class A” Event Daily Fees (see fee schedule) Security Fees @ \$23/hr/Officer Green Container Fees @ \$15/container Refundable Deposit \$500.00	“Class B” Event 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)	“Class C” Event Daily Fees \$50/day Security Fees @ \$23/hr/Officer Green Container Fee @ \$15/container
--	---	--

Special Events Permit Fees \$ 100 Per day X 1 Days \$ 100.00

Law Enforcement (City) Police Officer(s) \$ 23.00 Per hour X _____ Officers X _____ Hours \$ 0

Fire Personnel \$ 23.00 Per hour X _____ Hours \$ 0

Building Inspector \$ 23.00 Per hour X _____ Hours \$ 0

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

Parks Personnel # Personnel _____ X _____ Hours @ \$14/hour \$ 0

Sanitation Personnel # Personnel _____ X _____ Hours @ \$14/hour \$ 0

Utilities Personnel # Personnel _____ X _____ Hours @ \$14/hour \$ 0

Sanitation Equipment Fee

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

Additional Charges (List)

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) \$ 100.00

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

APPLICANT INFORMATION:

Name: Roger W Saylor Jr
Telephone: (286) 546-7442 Fax: _____ Cellular: None
Address: 204 Hudson Ave Palatka FL

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

Other Contacts/ Key Holders:

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

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

Estimated Peak Number of Participants (each day of event):
Day 1 300
Day 2 _____ Day 3 _____ Day 4 _____ Day 5 _____

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

Number and proposed location of fire protection services: _____

Inspection(s)- Date and time requested: _____

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

Number of EMS Personnel required: _____

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

- Carnival location (if any) (note location on site map) _____
- Number of sanitation roll-out containers required _____
- Location of parking/transportation services, if any: _____
- Type Transport Vehicles (Van, Buses, etc.) _____
- Location of security and emergency vehicle parking on site: _____
- Public street barricades/street closures/detours: (note locations on site map) _____
- Temporary Parking, directional Signage needed: _____
- Main emergency vehicle access to site (location-also note on site map): _____
- Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, Bleachers, hospitality tents, booths, etc.: (note on site map): _____
- Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map) _____
- Number and location of static/mobile displays (note on site map): 10 _____
- Location of event staff management (headquarters): Front gate table _____
- Staff Uniform Identification: _____
- Main sound system location: stage area _____
- Number and location of special activities (launching areas, animal attractions, amusements Car shows, parade routes, competition courses, etc.): _____

- Number and location of temporary signs/banners: _____
- Number and location of promotional visual effects: _____
- Watercraft: _____
- Aircraft: _____
- Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.):
Banner on Individual groups tables
- Date(s) and times of setup/ breakdown: 4-19-14 730am set up breakdown
by 5:pm
- Name(s) and Type of Musical Bands to Perform (dates & times of performance): still trying
to secure entertainment - folk or classic rock
- Noise Abatement Requirements: ?
- Adjoining Properties Impacted (Notification needed?): -
- Location, Dates and Times for Alcohol Ordinance Open Container Waiver: _____
- Alcohol Sale Requirements (Temporary license, commercial establishment license, etc): _____
- Handicapped Accessibility: _____

Items Outstanding:

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

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

PRE-PLANNING MEETING

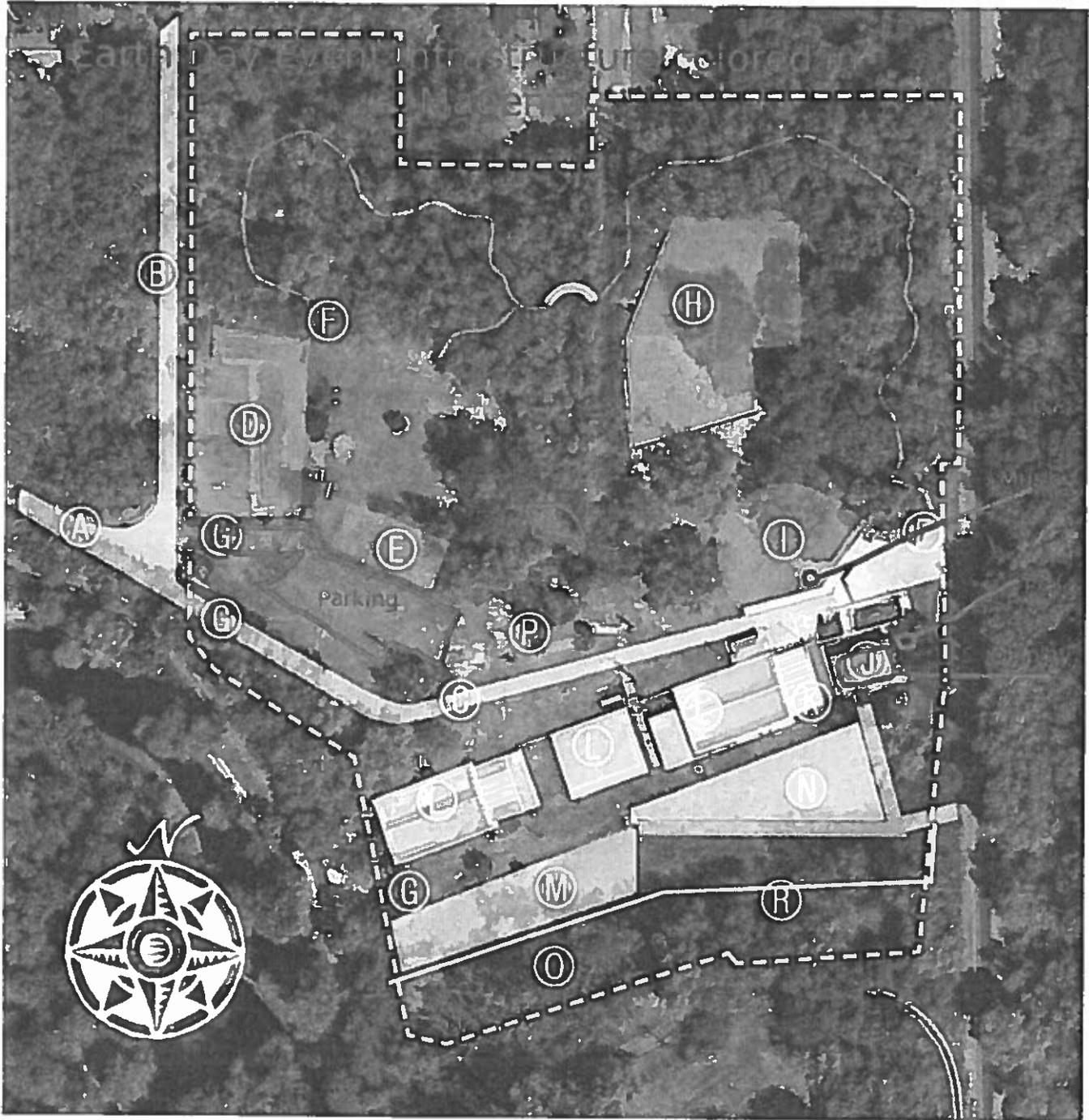
Name of Special Event: Earth Day Date 3/25/14

Persons Attending Planning Meeting:

Name	Representing	Position	Phone #
<u>See attached Sign In Sheet</u>			



Water Works Environmental Education Center



- | | | |
|--------------------------------|-------------------------------------|------------------------------|
| A. 15th Street | G. Gates | M. Historic Brick Pond |
| B. 13th Street | H. Gopher Tortoise Enclosure | N. Marsh Brick Water Channel |
| C. White Water Drive | I. Amphitheater | O. Slope Forest |
| D. Jim Townsend Organic Garden | J. Water Works Building | P. Garden Shed |
| E. Orchard | K. Observation Deck | R. Over-flow Channel |
| F. Puc-puggy Nature Trail | L. Historical Water Retention Tanks | |

*Agenda
Item*

3d



CITY COMMISSION AGENDA ITEM

SUBJECT:

Approve request items for Special Events Permit No. 14-31 - Water Works Education Environmental Center Advisory Group Center "Benefit Jazz Concert"- April 11, 2014 from 4:00 p.m. until 7:00 p.m. - Shann Purinton, Applicant.

1. Grant waiver of Class B Event Application Deadline (at least 60 days prior to event)
2. Grant permission to exceed allowable noise levels throughout the duration of event.

SUMMARY:

Shann Purinton, Water Works Education Environmental Center Advisory Group, has made application for a "Benefit Jazz Concert" which is sponsored by the Water Works Education Environmental Center Advisory Group. All the proceeds will go to the Palatka Water Works Education Environmental Center. Although Class B special events can be approved by the Special Events Coordinator, this application contains a request to exceed allowable noise levels, which must go before the City Commission for approval. Also, since the application was not submitted at least 60 days prior to the event, the Commission is being asked to waive the application deadline.

RECOMMENDED ACTION:

Approve request items for the Water Works Educational Environmental Center's Benefit Jazz Concert Class B special events application to waive the application deadline and grant permission to exceed allowable noise levels throughout the duration of the event.

ATTACHMENTS:

Description	Type
□ <u>Special Events Permit No. 14-31</u>	Backup Material

APPLICATION # 14-31

(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



BY: _____

CITY OF PALATKA
APPLICATION FOR USE OF PARKS, RECREATIONAL AREAS,

RIVERFRONT PARK AND OTHER AREAS WITHIN THE CITY LIMITS

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

a. Water Works Environmental Education Center-Advisory Group

b. CONTACT PERSON Shawn Purinton TELEPHONE 386-325-9585

c. _____ FAX # _____

2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY.
IF DIFFERENT FROM ABOVE

a. CONTACT PERSON _____ TELEPHONE _____

b. _____ FAX # _____

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY "Benefit Jazz Concert"
4. to raise funds for Water Works Envir. Ed. Center, the IHS Jazz Band,
q. IHS Culinary Dept.

5. DATE & HOURS OF DESIRED USE: April 11, 2014 4p.m. - 7p.m.

6. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
Water Works Environmental Education Center (WWEEC)

7. ROAD CLOSURES: N/A

8. REQUEST FOR NOISE VARIANCE(Dates and Times): April 11, 2014 4p.m. - 7p.m.

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

10. ESTIMATE OF ANTICIPATED ATTENDANCE 100

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

12. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

- a CLASS A: \$300.00- 1,001 to 80,000 in attendance per day
- b CLASS B: \$100.00 per day Up to 1,000 persons per day
- c CLASS C: \$50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats. Etc.
- d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)

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

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

IMPORTANT INFORMATION

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

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

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

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

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

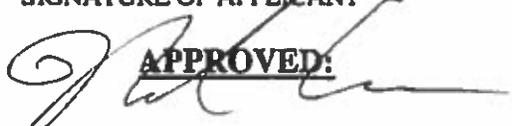
- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages or cause of actions for any personal injury,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

March 5, 2014
DATE

Shann Purinton
SIGNATURE OF APPLICANT

APPROVED:


SPECIAL EVENTS COORDINATOR DATE


CHIEF OF POLICE 3/26/14
DATE

RETURN TO:
THAD CROWE
SPECIAL EVENTS COORDINATOR
205 N. 2nd Street
Palatka, FL 32177

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



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: March 25, 2014 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 type="checkbox"/> |
| | Class B | <input checked="" 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: "Benefit Jazz Concert"

Type of Event: Fundraising Concert for WWEEC, IHS Jazz Band,
4 IHS Culinary Students

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

Jazz concert, tour of facilities, culinary catered treats,
viewing of 2 gopher tortoises.

Location of Event: Water Works Environmental Education Center

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

	Date	Day	Begin	End
Event Day 1	<u>Apr. 11, 2014</u>	<u>Fri</u>	<u>4</u> AM/PM	<u>7</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) 4/11/2014 at (time) 10:00 a.m.

Break down will be completed by (Date) 4/11/2014 at (time) 8:00 p.m.

Event Sponsor/Organization Water Works Environmental Education Center Advisory Group

Name of Promoter: Shann Purinton Tax Exempt No.: _____

Fee Worksheet (to be completed by Special Events Coordinator)

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

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

Law Enforcement (City) Police Officer(s) \$ 23.00 Per hour X _____ Officers X _____ Hours \$ 0

Fire Personnel \$ 23.00 Per hour X _____ Hours \$ 0

Building Inspector \$ 23.00 Per hour X _____ Hours \$ 0

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

Public Works Personnel # Personnel _____ X _____ Hours @ \$23/hour \$ 0

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

Electrician Personnel \$ 23.00 Per hour X _____ Hours \$ 0

Sanitation Equipment Fee

Green Roll-Out Containers _____ X \$15.00 Per Container \$ 0

Additional Charges (List)

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL SPECIAL EVENT FEES (Sponsor/Promoter) \$ 100

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

APPLICANT INFORMATION:

Name: Shann Purinton
Telephone: 386-325-9585 Fax: _____ Cellular: same
Address: 121 Peniel Church Rd. Palatka, FL 32177

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

Other Contacts/ Key Holders:

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

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

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

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

Number and proposed location of fire protection services: 1 By Band/Stage
1 in Bldg.

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

Electrician Services- Date and time requested: N/A

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

Number of EMS Personnel required: _____

Number and proposed location for portable toilets: (note location on site map) _____
permanent facilities

- Carnival location (if any) (note location on site map) N/A
- Number of sanitation roll-out containers required N/A
- Location of parking/transportation services, if any: N/A
- Type Transport Vehicles (Van, Buses, etc.) N/A
- Location of security and emergency vehicle parking on site: N/A
- Public street barricades/street closures/detours: (note locations on site map) N/A
- Temporary Parking, directional Signage needed: N/A
- Main emergency vehicle access to site (location-also note on site map): 1101 White Water Dr.
- Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, Bleachers, hospitality tents, booths, etc.: (note on site map): Amphitheater
- Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map) _____
- Number and location of static/mobile displays (note on site map): N/A
- Location of event staff management (headquarters): On site
- Staff Uniform Identification: WWECC shirts/ name badges
- Main sound system location: Amphitheater
- Number and location of special activities (launching areas, animal attractions, amusements Car shows, parade routes, competition courses, etc.): _____

- Number and location of temporary signs/banners: _____
- Number and location of promotional visual effects: _____
- Watercraft: N/A
- Aircraft: N/A
- Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.): _____
- Date(s) and times of setup/ breakdown: 4/11/2014 10 a.m. Setup
4/11/2014 8 p.m. Breakdown
- Name(s) and Type of Musical Bands to Perform (dates & times of performance): Interlachen High School Jazz Band 4/11/2014
4 p.m. - 7 p.m.
- Noise Abatement Requirements: 4 p.m. - 7 p.m.
- Adjoining Properties Impacted (Notification needed?): Residents
- Location, Dates and Times for Alcohol Ordinance Open Container Waiver: N/A
- Alcohol Sale Requirements (Temporary license, commercial establishment license, etc): N/A
- Handicapped Accessibility: Yes

Items Outstanding:

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

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

PRE-PLANNING MEETING

Name of Special Event: Jazz Benefit Concert Date 3/25/14

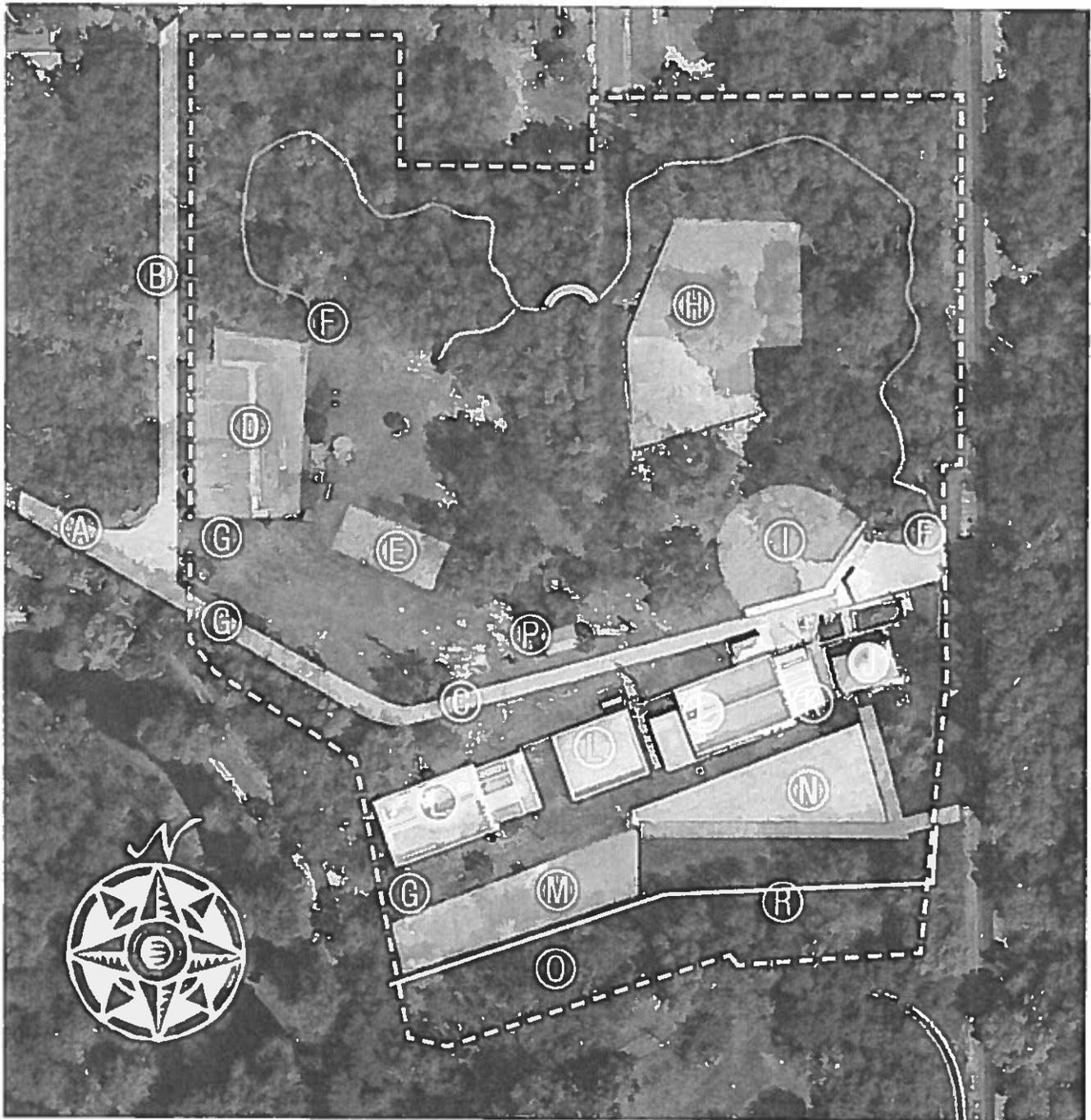
Persons Attending Planning Meeting:

Name	Representing	Position	Phone #
<u>See attached Sign In sheet</u>			



Water Works

Environmental Education Center



- | | | |
|--------------------------------|-------------------------------------|------------------------------|
| A. 15th Street | G. Gates | M. Historic Brick Pond |
| B. 13th Street | H. Gopher Tortoise Enclosure | N. Marsh/Brick Water Channel |
| C. White Water Drive | I. Amphitheater | O. Slope Forest |
| D. Jim Townsend Organic Garden | J. Water Works Building | P. Garden Shed |
| E. Orchard | K. Observation Deck | R. Over-flow Channel |
| F. Puc-puggy Nature Trail | L. Historical Water Retention Tanks | |

Agenda Item

3e



CITY COMMISSION AGENDA ITEM

SUBJECT:

Approve special request items for Special Events Permit No. 14-33 - Central Putnam Ministerial Association Easter Sunrise Service, April 19, 2014 from 6:00 a.m. - 8:00 a.m. - Central Putnam Ministerial Association/ Rev. Karl N. Flagg, Applicant;

1. Grant waiver of Class B Event Application Deadline (at least 60 days prior to event)
2. Grant permission to exceed allowable noise levels throughout the duration of event.

SUMMARY:

Rev. Flagg has made application for the April 19, 2014 Easter Sunrise Service event. Although Class B special events can be approved by the Special Events Coordinator, this application contains requested variances that must go before the City Commission for approval.

RECOMMENDED ACTION:

Grant variance from the Class B special events deadline and grant permission to exceed allowable noise levels during the Easter Sunrise Service (Sunday April 20, 2014 from 6:00 a.m. to 8:00 a.m.)

ATTACHMENTS:

Description	Type
<input type="checkbox"/> <u>Special Events Permit No. 14-33</u>	Backup Material

APPLICATION # 14-33

(circle one below)

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

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

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

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

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

a. Central Putnam Ministerial Association

b. CONTACT PERSON KARL FLAGG TELEPHONE (386) 530-0404

c. _____ FAX # (386) 328-7467

2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY, IF DIFFERENT FROM ABOVE

a. CONTACT PERSON _____ TELEPHONE _____

b. _____ FAX # _____

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Easter Sunrise Service

4. _____
5. DATE & HOURS OF DESIRED USE: Sunday, April 20, 2014 6 Am

6. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
Amphitheater

7. ROAD CLOSURES: N/A

8. REQUEST FOR NOISE VARIANCE(Dates and Times): Sunday April 20, 2014 6Am

9. REQUEST FOR ALCOHOL VARIANCE(Dates,Times,Location): NO

10. ESTIMATE OF ANTICIPATED ATTENDANCE 100

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

12. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

- a. CLASS A: _____ \$300.00- 1,001 to 80,000 in attendance per day
- b. CLASS B: \$100.00 per day Up to 1,000 persons per day
- c. CLASS C: _____ \$50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats. Etc.
- d. Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)

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

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

IMPORTANT INFORMATION

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT DOES NOT INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. Organizers are required to contact the City of Palatka Building & Zoning Department office at 386-329-0103 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS. Acceptance of your application should in no way be construed as final approval or confirmation of your request.

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

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

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

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

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

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

3/26/2014
DATE

Karl Hagg
SIGNATURE OF APPLICANT

APPROVED:
[Signature]
SPECIAL EVENTS COORDINATOR DATE

x *[Signature]* 3/26/14
CHIEF OF POLICE DATE

RETURN TO:
THAD CROWE
SPECIAL EVENTS COORDINATOR
205 N. 2nd Street
Palatka, FL 32177

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

KeOndra Wright

From: James Griffith
Sent: Wednesday, March 26, 2014 11:43 AM
To: KeOndra Wright
Subject: RE: Easter Sunrise Service

No problems with it. We will just extra patrol.

James A. Griffith
Palatka Police Department
110 North 11th Street
Palatka, FL 32177
Office (386) 329-0115 ext. 219
Cell Phone (386) 937-1703

From: KeOndra Wright
Sent: Wednesday, March 26, 2014 10:02 AM
To: Thad Crowe; Ed Chandler; Mark Lynady; James Griffith; Jonathan Griffith; Charles Rudd; Bruce Nelsen
Subject: Easter Sunrise Service
Importance: High

Good Morning,

Attached you will find a special events permit for the Central Putnam Ministerial Association. The Central Putnam Ministerial Association would like to have their annual Easter Sunrise Service on April 20, 2014 at 6am at the City of Palatka Amphitheater. The Central Putnam Ministerial Association will be requesting a noise variance from the City Commission. I'm sending this email out get some feedback on if we should schedule a special events meeting on this application or can we get all comments via email. Please email if you have any comments on this application.

Thanks,

Ke'Ondra Wright

City of Palatka

Building & Zoning

201 N. 2nd St.

Palatka Florida 32177

Phone 386-329-0103 Fax 386-329-0172

kwright@palatka-fl.gov

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



Please consider the environment - print only if necessary.

KeOndra Wright

From: Mark Lynady
Sent: Wednesday, March 26, 2014 10:13 AM
To: KeOndra Wright; Thad Crowe; Ed Chandler; James Griffith; Jonathan Griffith; Charles Rudd; Bruce Nelsen
Subject: RE: Easter Sunrise Service

It doesn't appear that I have any issues with this event.

From: KeOndra Wright
Sent: Wednesday, March 26, 2014 10:02 AM
To: Thad Crowe; Ed Chandler; Mark Lynady; James Griffith; Jonathan Griffith; Charles Rudd; Bruce Nelsen
Subject: Easter Sunrise Service
Importance: High

Good Morning,

Attached you will find a special events permit for the Central Putnam Ministerial Association. The Central Putnam Ministerial Association would like to have their annual Easter Sunrise Service on April 20, 2014 at 6am at the City of Palatka Amphitheater. The Central Putnam Ministerial Association will be requesting a noise variance from the City Commission. I'm sending this email out get some feedback on if we should schedule a special events meeting on this application or can we get all comments via email. Please email if you have any comments on this application.

Thanks,

Ke'Ondra Wright

City of Palatka

Building & Zoning

201 N. 2nd St.

Palatka Florida 32177

Phone 386-329-0103 Fax 386-329-0172

kwright@palatka-fl.gov

Florida has a very broad public records law. Under Florida law, both the content of emails and email addresses are public records. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in person.



Please consider the environment - print only if necessary.

KeOndra Wright

From: Ed Chandler
Sent: Wednesday, March 26, 2014 6:01 PM
To: Thad Crowe
Cc: KeOndra Wright
Subject: Easter Sunday Sunrise

I do not have any issues with this

Sent from my iPhone

Agenda Item

3_f



CITY COMMISSION AGENDA ITEM

SUBJECT:

Reappoint Brenda Bivins to the Palatka Housing Authority Board for an additional three-year term to expire April 12, 2017 (incumbent)

SUMMARY:

Brenda Bivins' term on the Palatka Housing Authority Board expires on April 12, 2014. She has returned her application for reappointment indicating her desire to serve another 3-year term. Her application for reappointment comes with an endorsement and recommendation from John Nelson, PHA Executive Director. She has met attendance requirements and has otherwise fulfilled her duties as a member of this Board.

RECOMMENDED ACTION:

Reappoint Brenda Bivins to the Palatka Housing Authority Board for a three-year term to expire April 12, 2017

ATTACHMENTS:

Description	Type
D Application - Brenda Bivins	Backup Material

VERNON MYERS
MAYOR

MARY LAWSON BROWN
CITY CLERK

ALLEGHA KITCHENS
CITY MANAGER

PHIL LEARY
CITY COMMISSIONER

JAMES NORWOOD JR
CITY COMMISSIONER



Michael
3/24/14
MICHAEL J CZYMBOR
CITY COMMISSIONER

BETSY JORDAN DRIGGERS
CITY COMMISSIONER

MATTHEW D REYNOLDS
CITY COMMISSIONER

GARY B. GETCHELL
CITY COMMISSIONER

MICHAEL LAMBERT
CITY COMMISSIONER

DONALD E HOLMES
CITY COMMISSIONER

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

**CITY OF PALATKA
BOARD REAPPOINTMENT REQUEST**

I wish to apply for reappointment to the PALATKA HOUSING AUTHORITY Board
I understand that I will continue to serve in a volunteer capacity on this advisory board.

MEMBER: BRENDA BIVINS # of years' prior service: 1 YEAR
Residence (911 Address): 345 ALABAMA AVE - PALATKA, FL Phone: 386-325-9907
Business Name & Address: _____ Fax: SAME
Phone: _____
Fax: _____

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

Preferred Mailing Address: 345 ALABAMA AVENUE

E-mail: brenda9907@comcast.net Daytime Phone: 386-325-9907

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

Brenda Bivins
SIGNATURE OF APPLICANT

3/19/14
DATE

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

CHAIRMAN/DIRECTOR'S COMMENTS (if any) _____

Brenda is well engaged with the business of the agency and is an enthusiastic member of this Board. I would have no hesitation recommending her for another term.

Chairman's/Director's Signature John Nelson Jr

**PHA BOARD OF COMMISSIONERS
ATTENDANCE RECORD
2013 - 2017**

2013

**Annie Spell (EMERITUS)
Gilbert Evans
Marshall Fulghum
Christine Bolden
Emily Blevins
Brenda Bivins**

1/10/2013	3/14/2013	4/11/2013	7/11/2013	9/26/2013	11/14/2013		
X		X		X	X		
X	X	X	X	X	X		
X			X	X			
X	X	X		X	X		
X	X	X	X	X	X		

2014

**Annie Spell (EMERITUS)
Gilbert Evans
Marshall Fulghum
Christine Bolden
Emily Blevins
Brenda Bivins**

1/15/2014	3/13/2014	4/10/2014	7/10/2014	9/11/2014	11/13/2014		
X	X						
X	X						
	X						
X	X						
X	X						

Agenda Item

3g



CITY COMMISSION AGENDA ITEM

SUBJECT:

Appoint Kathy Griffin to the Community Redevelopment Agency as Downtown Palatka, Inc. Representative for the remainder of a four-year term vacated by Alex Sharp, expiring 12/31/14.

SUMMARY:

The Community Redevelopment Agency (CRA) is made up of seven members, five of which are members of the Palatka City Commission. Of the two additional members, one is a representative of Downtown Palatka, Inc. Previously it was designated as the president of Downtown Palatka, Inc, but a resolution was recently passed amending the qualification of the DPI member to be a member of the Board of Directors, designated at the recommendation of the Board of Directors.

Downtown Palatka, Inc has requested the City appoint Kathy Griffin, owner, Lady Bug's Gift Shop, as it's member representative. This matter went to the CRA at its 4/10/14 meeting for approval before coming to the City Commission for action.

RECOMMENDED ACTION:

Appoint Kathy Griffin to the Community Redevelopment Agency as the Downtown Palatka, Inc. Representative Member for the remainder of a four year term expiring 12/31/14.

ATTACHMENTS:

Description	Type
D <u>Appointment information</u>	Backup Material



PO Box 832
Palatka, FL 32178
(386) 328-0909
www.palatkadowntown.com

February 7, 2014

City of Palatka
City Commission
Community Redevelopment Agency
201 North Second Street
Palatka, FL 32177

Downtown Palatka Inc. wishes to designate Kathy Griffin as its board of director's representative to the city of Palatka Community Redevelopment Agency.

Mrs. Griffin's contact information is as follows:

Kathy Griffin
114 South Second Street
Palatka FL 32177
386-328-7502
kmg15@att.net

Regards

A handwritten signature in black ink, appearing to read "Marlene Lagasse", is written over the typed name.

Marlene Lagasse
President DPI

Sponsor of the Florida Azalea Festival and the Gem City Shrimp Blast

COMMUNITY REDEVELOPMENT AGENCY
 (formerly Downtown Redevelopment Agency)
 Created by Res. # 4-11 on 11/10/83 (5 members)
 Re-created by Res. # 8-66 on 2/11/10 (7 members)
 Amended by Res. #2013-9-87 to amend BOCC District & terms for 2 addit'l members

Palatka City Commission,
 Putnam Co. Commissioner District 3 (4-yr term)
 President, Downtown Palatka Inc. (4-yr term)

<u>Appt.</u>	<u>Position</u>	<u>Contact Information</u>	<u>Term Expires</u>
Members, Palatka City Commission			
02/28/13	Downtown Palatka Board of Dir. Repr.	Alex Sharp 822 South 15th Street 386-916-0838 alex.sharp@hotmail.com	12/31/14
03/14/13	Putnam Co. Commissioner Dist 3	Karl N. Flagg Putnam Co. BOCC 2509 Crill Ave., Palatka 386-329-0200; fax 329-1216 kflagg@bellsouth.net	12/31/16

Res. 4-12: Commission declared itself as the CRA
 Ord. 84-4 est. N & S Hist District TIF 3/22/84; incorporated 10/25/94
 Re-established 2-11-10 by Res. 8-66
 Extended to Dec. 27, 2043 by Res. 9-18 Adopted 5-10-12
 Amended BOCC District and additional member terms Res 2013-9-87 Adopted 3/14/13
 Amended DPI Member representative by Res. 2013-10-30 adopted 12/12/13

Meets 5:00 p.m. the 2nd Thursday of each even month:
 February, April, June, August, October, December

RESOLUTION No. 2013 – 10-30

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AMENDING THE MEMBERSHIP OF THE PALATKA
COMMUNITY REDEVELOPMENT AGENCY (CRA) AS TO
THE ADDITIONAL MEMBER REPRESENTING
DOWNTOWN PALATKA, INC., AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, on November 10, 1983, by Resolution No. 4-11, the Palatka City Commission found a need to create a Downtown Redevelopment Agency to carry out the community redevelopment purposes of Chapter 163, Part III, Florida Statutes, subject to all responsibilities imposed thereof; and

WHEREAS, on November 10, 1983, by Resolution No. 4-12 the Palatka City Commission declared itself as the downtown redevelopment agency for the City of Palatka, Florida; and

WHEREAS, on March 22, 1984, by Ordinance No. 84-4 the Palatka City Commission established boundaries for the North and South Historic Districts for Tax Increment Purposes and on October 25, 1994, incorporated these districts into the Community Redevelopment Area; and

WHEREAS, as recommended in the Community Redevelopment Needs Assessment Report which was adopted by the City Commission on September 10, 2009, the City Commission took action by Resolution No. 8-66, adopted on February 11, 2010, to exercise its authority under FS Chapter 163.357 and declared itself to be the Agency plus two additional members, those two members being (1) the current president of Downtown Palatka, Inc., and (2) the Putnam County BOCC District 2 Commissioner, whose district encompassed the three TIF districts included in the Community Redevelopment Area; and

WHEREAS, due to 2012 Redistricting by the Florida Legislature, on March 14, 2013 the Palatka City Commission amended the membership as to the one (1) additional member representing the Putnam Co. BOCC to amend the Commissioner representative from District

2 Commissioner to District 3 Commissioner, as District 3 now encompasses the three TIF Districts located in the Community Redevelopment Area; and

WHEREAS, Downtown Palatka, Inc. has requested the City Commission change the remaining additional member from being the President of Downtown Palatka, Inc. (DPI) to being "a member of Downtown Palatka, Inc.'s Board of Directors," whose name will be submitted to the CRA, who will then make a recommendation by majority vote on said appointment by the Palatka City Commission; and

WHEREAS, the Palatka City Commission deems it reasonable and appropriate to amend the membership of the CRA accordingly.

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

1. That the membership of the Community Redevelopment Agency is hereby amended as to the (1) additional member formerly required to be the President of Downtown Palatka, Inc. to henceforth be a member of Downtown Palatka, Inc.'s Board of Directors, whose name shall be submitted to the Community Redevelopment Agency CRA to be voted upon and recommended by majority vote for appointment to the CRA by the Palatka City Commission as one (1) of the two (2) additional members, to be the Downtown Palatka, Inc. Representative; and
2. That the term of office for the DPI, Inc. Representative shall remain unchanged, being a four-year term currently expiring December 31, 2014; and
3. That this Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 12th day of December, 2013.

PALATKA CITY COMMISSION

By: _____
Its **MAYOR**

ATTEST:

*Agenda
Item*

4a



CITY COMMISSION AGENDA ITEM

SUBJECT:

COMMUNITY DEVELOPMENT AGENCY BUSINESS - April 10, 2014 Meeting - Recommendation to Award Facade Grants as follows:

1. \$9,000.00 to Shelly Trust Management for 322, 324 and 326 St. Johns Avenue
2. \$3,290.00 to Badcock Home Furnishings & More for 1000 St. Johns Avenue

SUMMARY:

See attached a memorandum from Palatka Main Street Manager Charles Rudd summarizing the grant award recommendations of the review committee. Three (3) Facade Grant and one (1) Building Improvement Grant applications were received. Two (2) Facade Grant applications are currently being proposed for award.

- 322,324 and 326 St. Johns Avenue - \$9,000 grant
- 1000 Badcock Home Furniture and More - \$3,290 grant

As you can see the recommendations were granted with revisions to the scope of work for each project suggested. The third application (109 N. 9th Street) was not reviewed due to the applicant's eligibility being uncertain and because the improvements, as presented, were not in-keeping with the grant guidelines. Staff plans to meet with the applicant and determine if a modified scope of work would be acceptable. This application may be brought forward for consideration at the next scheduled CRA meeting.

The sole Building Improvement Grant application was not ranked, as it did not meet the requirements of the grant program. If the CRA chooses to award based upon the committees recommendations, \$17,710 would remain for future grants. Both programs will be re-advertised and opened for applications in the next month.

RECOMMENDED ACTION:

Award Facade Grants per review committee recommendation as follows:

- 322,324 and 326 St. Johns Avenue - \$9,000 grant; and
- 1000 St. Johns Avenue - Badcock Home Furniture and More - \$3,290 grant.

ATTACHMENTS:

Description	Type
D Grant Applications	Backup Material

Scoring Criteria

Criteria	Possible Points	Points Awarded
Consistent with grant program purpose and guidelines (Preservation, Restoration, Renovation, Beautification, Removal of Slum and Blight)	20	10
Completeness of application package according to checklist	5	5
Investment of applicant (matching funds)	15	15
Impact of project on the Central Business District	15	10
Quality of the restoration or renovation (extensive vs. cursory, true restoration vs. more remodeling, improvement vs. just maintenance)	15	5
Permanence of project improvements	15	10
First time applicant?	5	0
Property contributes to the TIFF	10	5
Total points possible	100	

60


 Robert J. Corn
 March 25, 2014

Badcock
2013-14 CBD TIFF Façade Grant Program

John Row

For Building Exterior, façade, accessibility and sign improvements

3/25/14

Scoring Criteria

Criteria	Possible Points	Points Awarded
Consistent with grant program purpose and guidelines (Preservation, Restoration, Renovation, Beautification, Removal of Slum and Blight)	20	10 10
Completeness of application package according to checklist - <i>Not Attached</i>	5	5 5
Investment of applicant (matching funds)	15	10
Impact of project on the Central Business District	15	12
Quality of the restoration or renovation (extensive vs. cursory, true restoration vs. more remodeling, improvement vs. just maintenance)	15	10
Permanence of project improvements	15	10
First time applicant?	5	0
Property contributes to the TIFF	10	10
Total points possible	100	

40

2013-14 CBD TIFF Façade Grant Program

For Building Exterior, façade, accessibility and sign improvements

Scoring Criteria

1000 ST. JOHNS AVE.

Criteria	Possible Points	Points Awarded
Consistent with grant program purpose and guidelines (Preservation, Restoration, Renovation, Beautification, Removal of Slum and Blight)	20	10
Completeness of application package according to checklist	5	5
Investment of applicant (matching funds)	15	10
Impact of project on the Central Business District	15	5
Quality of the restoration or renovation (extensive vs. cursory, true restoration vs. more remodeling, improvement vs. just maintenance)	15	5
Permanence of project improvements	15	10
First time applicant?	5	0
Property contributes to the TIFF	10	10
Total points possible	100	55



3.25.14



2013-14 CBD TIFF Façade Grant Program

She

For Building Exterior, façade, accessibility and sign improvements

Scoring Criteria

Criteria	Possible Points	Points Awarded
Consistent with grant program purpose and guidelines (Preservation, Restoration, Renovation, Beautification, Removal of Slum and Blight)	20	15
Completeness of application package according to checklist	5	5
Investment of applicant (matching funds)	15	15
Impact of project on the Central Business District	15	10
Quality of the restoration or renovation (extensive vs. cursory, true restoration vs. more remodeling, improvement vs. just maintenance)	15	5
Permanence of project improvements	15	15
First time applicant?	5	5
Property contributes to the TIFF	10	10
Total points possible	100	

75


Robert Corn
March 25, 2014



2013-14 CBD TIFF Façade Grant Program

For Building Exterior, façade, accessibility and sign improvements

Scoring Criteria

322, 324 & 326 ST. JOHNS AVE

Criteria	Possible Points	Points Awarded
Consistent with grant program purpose and guidelines (Preservation, Restoration, Renovation, Beautification, Removal of Slum and Blight)	20	15
Completeness of application package according to checklist	5	5
Investment of applicant (matching funds)	15	10
Impact of project on the Central Business District	15	5
Quality of the restoration or renovation (extensive vs. cursory, true restoration vs. more remodeling, improvement vs. just maintenance)	15	10
Permanence of project improvements	15	15
First time applicant?	5	5
Property contributes to the TIFF	10	10
Total points possible	100	75


3.25.14

SHELLER
2013-14 CBD TIFF Façade Grant Program

7/25/14

For Building Exterior, façade, accessibility and sign improvements

John Rowe

Scoring Criteria

Criteria	Possible Points	Points Awarded
Consistent with grant program purpose and guidelines (Preservation, Restoration, Renovation, Beautification, Removal of Slum and Blight)	20	<i>20</i>
Completeness of application package according to checklist	5	<i>4</i>
Investment of applicant (matching funds)	15	<i>12</i>
Impact of project on the Central Business District	15	<i>10</i>
Quality of the restoration or renovation (extensive vs. cursory, true restoration vs. more remodeling, improvement vs. just maintenance)	15	<i>15</i> <i>8</i>
Permanence of project improvements	15	<i>15</i> <i>12</i>
First time applicant?	5	<i>5</i>
Property contributes to the TIFF	10	<i>10</i>
Total points possible	100	

John A. Shelley, CPA
Rose P. Shelley, CPA
Hewitt J. Dupont, CPA



Shelley & Shelley
Certified Public Accountants

March 14, 2014

Jonathan Griffith
City of Palatka
Palatka, Florida

Re: Canopy - Awning
322, 324 and 326 St. Johns Avenue
Property Owner: Margaret Shelley Trust

Dear Jonathan,

This letter is our request to participate in the City's Facade Grant Program. Our intention is to construct an canopy over the sidewalk of 322, 324 and 326 St. Johns Avenue. We believe all documents are attached and included.

Should you need any further information or a paper copy of this request mailed to you, please let us know. Thank you; we appreciate the opportunity to participate in this City Program.

Sincerely yours,

John A. Shelley

Enclosures
JAS/jg

2013-14 CBD TIFF Façade Grant Program

For Building Exterior, façade, accessibility and sign improvements

Applicant Name: Margaret Shelley Trust
Business Name: Margaret Shelley Trust
Property Address: 322, 324 & 326 St Johns Ave.
Palatka, FL 32177
Applicant's Phone Number: (386) 322-3787

Type of Façade Improvement Planned (note all that apply with brief description). Please attach Supporting Data Checklist.

- Restoration _____
 Renovation _____
 Exterior Painting (Approximate Sq. Ft. area) *Colors must be chosen from a historical color palette: _____
 Awning New Canopy over sidewalk in front of Bld.
 Sign(s) please see Attached drawing

Total Cost of Project: \$ 12,000
Amount Requested: \$ 9,000

I hereby submit the attached plans, specifications and color samples for the proposed project and understand that these must be approved by the Review Committee. No work shall begin until I have received written approval from the CRA. I further understand that the project must be completed within six (6) months and that the grant monies will not be paid until the project is complete.

Jan A. Shelley - Trustee
Signature of Property Owner

Jan A. Shelley - Trustee
Signature of Business Owner Rental Property

Date: 3/14/14

Date: 3/14/14

2013-14 CBD TIFF Façade Grant Program

For Building Exterior, façade, accessibility and sign improvements

Supporting Data Checklist for Applicants

Please submit this checklist as part of your application

Base Documents Required:

Provide a rendering (drawing) of proposed alterations, scope of work, and all applicable materials

- Provide plans and/ or elevation drawing of proposed alterations
- Provide list of materials for proposed alterations
- Provide a written estimate from a licensed contractor or contractors.
- Submit signed Release and Hold Harmless Agreement (see attached)

Additional documents:

PAINT:

"White"

- Provide samples of the colors chosen. Colors must be chosen from the historical color palette.
- Mark which color will be body color and which will be accent colors
- Note where each color will be used

AWNINGS:

- Provide information about color and style of awning chosen - White
- Note where awning will be placed on building see Drawing
- Submit written estimate see Estimate

SIGNS:

- Provide a color rendering of the design chosen N/A
- Include specifications as to the size and width of the sign I

Awning selection must take into account the architectural style of the building.

see Attached

2013-14 CBD TIFF Façade Grant Program

For Building Exterior, façade, accessibility and sign improvements

RELEASE AND HOLD HARMLESS AGREEMENT

Release executed on the 14 day of March, 2014, 2013, by (Property Owner) Margaret Shelley and (Tenant if Applicable) N/A, of (street address of tenant and owner address if different)

322, 324 & 326 St. Johns Ave (one Building) Palatka, FL 32177 City of Palatka, County of Putnam, State of Florida, referred to as Releasor(s).

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

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

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

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

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

Dated this 14th day of March, 2014.

Property Owner Signature

Please Print Name

John A. Shelley, Trustee John A. Shelley

Witness

Joann Gennari Joann Gennari

2013-14 CBD TIFF Façade Grant Program

For Building Exterior, façade, accessibility and sign improvements

Do Not Fill This Page Out

City Building Department Inspection

(Upon completion of Project)

Comments: _____

Permit Required: _____ Yes _____ No Project signed
off _____ Yes _____ No

Chief Building Official

Date



710 ST. JOHNS AVENUE
PO BOX 267
PALATKA, FL 32178
CONTRACTOR NO. CGC 051110

BID/FORM OF PROPOSAL

12 March 2014/Revised

Mr. John Shelley
1515 Herbert Street, Ste #213
Port Orange, Florida 32129

SUBJECT:

New Canopy for Shelley Family Building
322, 324 & 326 St. Johns Ave.
Palatka, Florida 32177
Architect's Project No. 2014 12

Mr. Shelley:

The undersigned, having visited the Project Site of the proposed project and familiarized himself with local conditions, nature and extent of the work, proposes to furnish all labor, material, equipment and incidentals necessary to construct the following:

SCOPE OF WORK:

- Demolish and dispose of existing awnings, seal mounting holes and touch up paint to simulate existing finishes.
- Provide labor, material, and equipment to install new aluminum awning, color to be white, as detailed on drawings labeled as New Canopy for Shelley Family Building, sheets A1.1 and A1.2 dated 6March 2014.
-

Base Bid: Twelve Thousand & 00/100 Dollars **\$ 12,000.00**

CONDITIONS OF PROPOSAL: Bid is contingent on the following conditions:

- Proposal does not include.
 - Permit
 - Unforeseen conditions.
 - Damage to existing trim or siding during removal due to unforeseen conditions.
 - New finishes may not match existing in color or appearance but, will be similar.
 - Damage to existing landscaping.
 - Additional areas of work will be performed as may be requested by Owner at additional cost.
- This proposal assumes the use of Owner's existing Restroom, Water and Power as required for construction.

PHONE
386 325-8226

FAX
386-325-0608

WEB ADDRESS
WWW.RET-TBD.COM

E-MAIL
TAYLOR@RET-TBD.COM

Mr. John Shelley
12 March 2014
Page 2 of 2

TIME OF COMPLETION: The undersigned further proposes to accomplish the work within 60 Calendar days, beginning after the contract has been executed by all parties thereto and Notice to Proceed is given to Contractor. Unforeseen conditions or significant rain delays will be justifiable reason for extension of time. 10 additional days will be allowed to Final Completion.

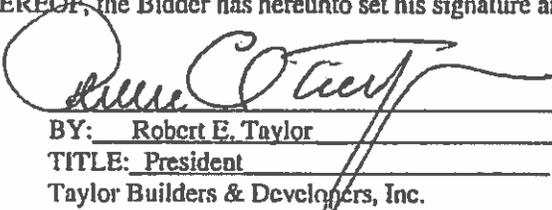
AGREEMENT: Bidder has agreed, and does hereby agree:

1. That the above proposal shall remain in full force and effect for a period of 30 days after time of opening of this proposal; and that Bidder will not revoke or cancel this proposal nor withdraw from competition within the said 30-day period.
2. That in the event contract is awarded to this Bidder, he will, within ten consecutive calendar days after it is submitted, enter into a written contract with Owner, in accord with accepted Bid.

Undersigned further agrees that this proposal is made with full understanding that you, as Owner, reserve the right to waive informalities in this Bid; to accept any Bid which you consider to be from lowest responsible Bidder; and to reject any and all Bids.

IN WITNESS WHEREOF, the Bidder has hereunto set his signature and affixed his seal, this 12th day of March, A.D. 2014.

(SEAL)


BY: Robert E. Taylor

TITLE: President

Taylor Builders & Developers, Inc.

P O Box 267

Palatka, FL 32178-0267

386-325-8266 / Fax: 386-325-0608

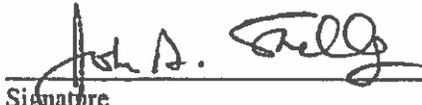
CONTRACTOR'S CERTIFICATION NO.: CGC 051110

FEDERAL TAX ID: 59-3520455

DUNN AND BRADSTREET NO. 030461623

Full names and residences of persons and firms interested in foregoing proposal as principals are as follows:
Robert E. Taylor, President, 241 Crystal Cove Dr., Palatka, FL,

Accepted by Mr. John Shelley.


Signature

3/14/14
Date

PHONE
386 325-8226

FAX
386-325-0608

WEB ADDRESS
WWW.RET-TBD.COM

E-MAIL
TAYLOR@RET-TBD.COM

New Canopy For Shelley Family Buildings
 322, 324, 326 St Johns Ave.
 Palatka FL 32177
 Prospective Work No.2014 12

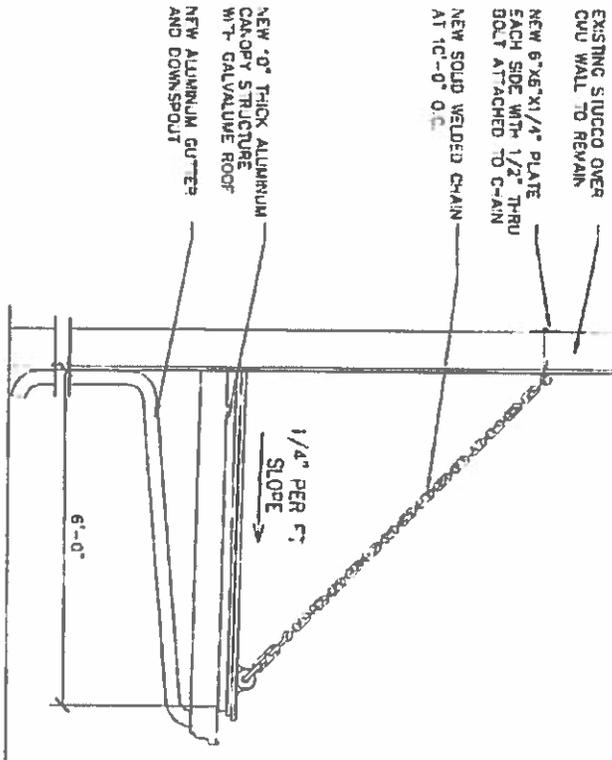
New Canopy Installation	Quantity	Unit	Cost per Unit	Total
Field Measurements, Research, Drawings, & Design	1.00	total	\$ 1,440.73	\$ 1,440.73
Demo existing awnings and dispose of materials.	1.00	total	\$ 500.00	\$ 500.00
New Canopy including installation.	1.00	total	\$ 8,969.00	\$ 8,969.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
SUBTOTAL TB&D, INC.				\$ 10,909.73
<i>Contractor Overhead and Profit (10%)</i>				\$ 1,090.97
TOTAL TB&D, INC.				\$ 12,000.70

ADVANCE COPY
NOT FOR
CONSTRUCTION

32A

NEW CANOPY FOR
SHELLEY FAMILY BUILDING
322, 324, & 326 ST. JOHNS AVENUE
PALATKA, FLORIDA

DIMENSIONS ON THIS DRAWING ARE TO
BE READ AS PLUS OR MINUS AND SHALL
BE FIELD VERIFIED BY THE GENERAL
CONTRACTOR PRIOR TO CONSTRUCTION



1 CANOPY DETAIL
1/2" = 1'-0"

DETAIL

ROBERT E. TAYLOR
AIA ARCHITECT PA
FLORIDA REG. NO. AAC 000509
21051 JOHNS AVENUE
PALATKA, FLORIDA 32177
PHONE 386 325 7341
FAX 386 325 0608
EMAIL TAYLOR@RET-TBD.COM

REVISIONS

NO.	DATE	DESCRIPTION

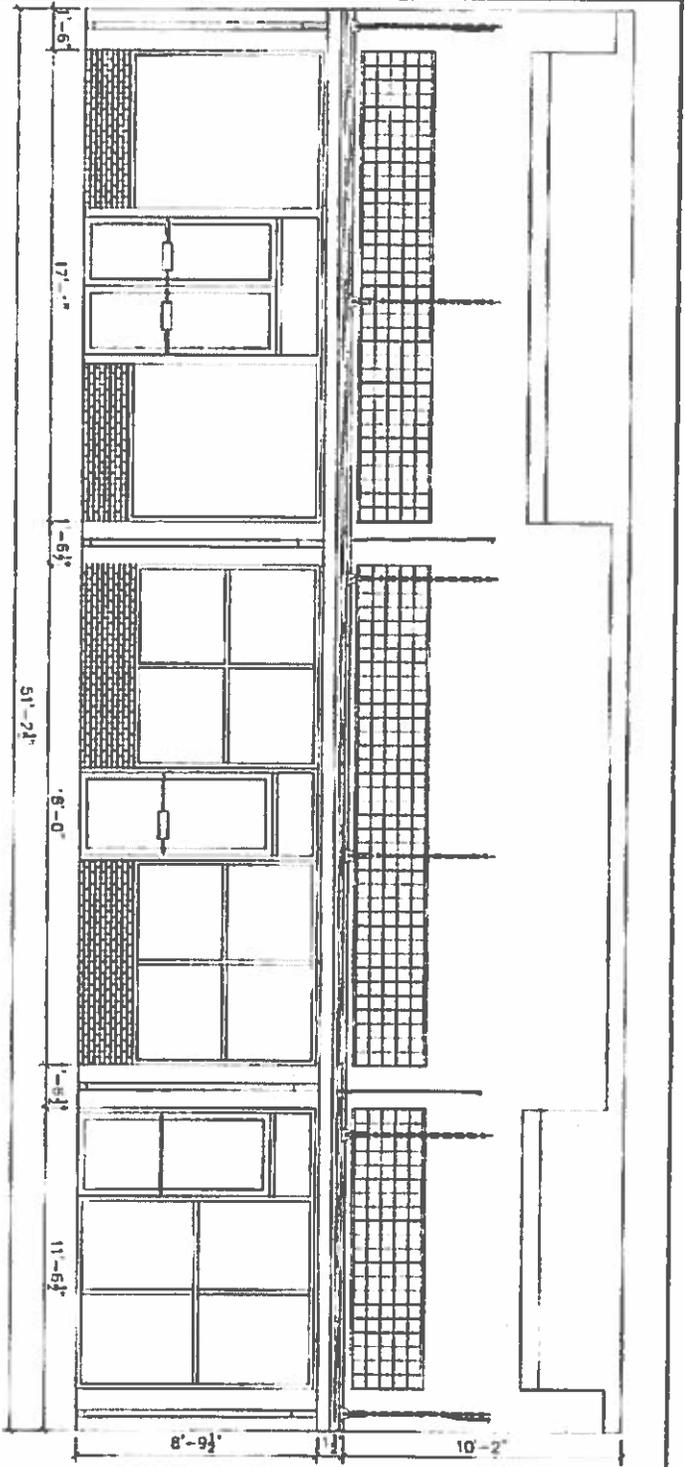
DATE
6 MARCH 2014

FILE NO.
201412

DRAWN BY
KSM

CHECKED BY
RET

SHEET NO.
A1.2



A NEW SOUTH ELEVATION

ADVANCE COPY
NOT FOR
CONSTRUCTION

55A

**NEW CANOPY FOR
SHELLEY FAMILY BUILDING**
322, 324, & 326 ST. JOHNS AVENUE
PALATKA, FLORIDA

DIMENSIONS ON THIS DRAWING ARE TO
BE READ AS PLUS OR MINUS AND SHALL
BE FIELD VERIFIED BY THE GENERAL
CONTRACTOR PRIOR TO CONSTRUCTION

REVISIONS

NO.	DATE	DESCRIPTION

DATE
6 MARCH 2014
FILE NO.
2014.12

**ROBERT E. TAYLOR
AIA ARCHITECT PA**
FLORIDA REG NO. AHC 000589
710 ST. JOHNS AVENUE
PALATKA, FLORIDA 32177
PHONE 386 325 7341
FAX 386 325 0608
EMAIL TAYLOR@RET-TBD.COM

ELEVATION

DRAWN BY
KSM
CHECKED BY
RET

SHEET NO.
A1.1

PALATKA WELDING SHOP, INC.

1301 MADISON STREET/PALATKA, FLORIDA 32177/(386) 328-1507/(386) 328-1508-FAX
JOHN W. BUCKLES, GENERAL CONTRACTOR, LICENSE #CGC1503927

March 13, 2014

Attn: Marc Spalding

Labor & materials to fabricate metal awnings similar to existing & cover building # 322, 324-326. Approximately 60ft long & remove old & install new metal with the color to be chosen by owner. This quote includes permitting & stamped drawings.

Total Quote:\$15,000

(X)

Also requested bid (quote) from
Blue Sky Roofing and they
declined to quote a price.

2 Additional Quotes

**A&L Furniture Inc. dba
Badcock Home Furniture & More**

**1000 St. Johns Avenue
Palatka, FL 32177
(386)-328-1412**

Badcock
HOME FURNITURE
&more

2013-14 CBD Tiff Grant Application

**Prepared by
Lori Johnston
President, A&L Furniture**

Application

Applicant Name: Lori Johnston
Business Name: Baddeck Home Furniture + more
Property Address: 1010 St. Johns Ave
Palatka FL 32177
Applicant's Phone Number: 386-328-1412

Type of Façade Improvement Planned (note all that apply with brief description). Please attach Supporting Data Checklist.

- Restoration Pressure wash + Paint Exterior of building on 3 sides to remove slant blight restoring historic to the
- Renovation Install new sign and wall vents to building update look and obtain archiver brighter appearance
- Exterior Painting (Approximate Sq. Ft. area) *Colors must be chosen from a historical color palette: Paint exterior both sides of building + wall with SW6378
- Awning Crisp Linen
- Sign(s) Purchase + install new updated sign

Total Cost of Project: 7001⁰⁰
Amount Requested: \$ 5,251⁰⁰

I hereby submit the attached plans, specifications and color samples for the proposed project and understand that these must be approved by the Review Committee. No work shall begin until I have received written approval from the CRA. I further understand that the project must be completed within six (6) months and that the grant monies will not be paid until the project is complete.

Lori Johnston
Signature of Property Owner

Lori Johnston
Signature of Business Owner

Date: 3-12-14

Date: 3-12-14

2013-14 CBD TIFF Façade Grant Program

For Building Exterior, façade, accessibility and sign improvements

RELEASE AND HOLD HARMLESS AGREEMENT

Release executed on the 12 day of March, 2013, by (Property Owner) Lori Johnston and (Tenant if Applicable) na, of (street address of tenant and owner address if different) 1400 St Johns Ave, Palatka, FL 32177

City of Palatka, County of Putnam, State of Florida, referred to as Releasor(s).

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

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

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

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

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

Dated this 12 day of March, 2013.

Property Owner Signature

Please Print Name

Lori A Johnston
Lori A Johnston

Witness

Purpose

Obtain grant monies to restore the exterior of the building by removing slum and blight and beautifying the downtown area.

This includes painting the exterior; adding gutters along backside of building to control the mildew, install a new updated sign on the sidewall, install new vents on freshly painted walls. In obtaining this grant the improvements will help restore the vibrancy of the building and the downtown area.

Scope of Work

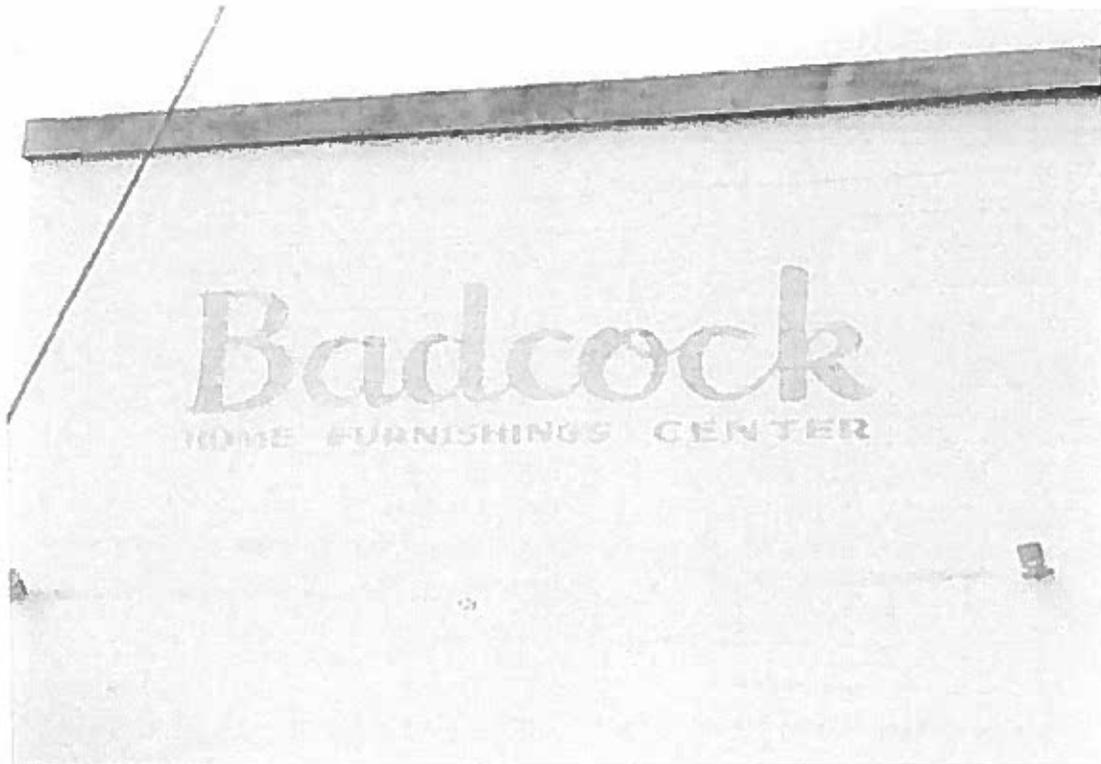
Pressure-wash exterior of bay area and identity sidewall that faces 11th Street as well as the back of the building and side that faces 10th Street. Include small ledge along backside of building.

Paint exterior of bay area and identity sidewall as well as the back of the building and side that faces 10th Street. Include small ledge along backside of building.

Replace vents on outer walls.

Install gutters in bay area and along back of the building to decrease moisture and mildew build up.

Install new sign on identity sidewall that faces 11th Street.



Current sign that faces 11th Street and can be seen from Highway 17/100

55

SW 6378
Crisp Linen



**Paint and new 6x12 sign that faces 11th Street
and can be seen from Highway 17/100**

Handwritten notes:
11th St
17/100
Crisp Linen



Backside of building where it will be pressure washed, painted, and gutters installed to reduce the mildew problem

55

SW 6378
Crisp linen



Side of building that faces 10th Street that will be pressure washed and painted

*No
Paint
Color*

Cost of Project

Scope of Work	Vendor	Cost
<p>Pressure-wash exterior of bay area and identity sidewall that faces 11th Street as well as the back of the building and side that faces 10th Street. Include small ledge along backside of building.</p> <p>Paint exterior of bay area and identity sidewall as well as the back of the building and side that faces 10th Street. Include small ledge along backside of building.</p>	<p>Sun Coast Painting LLC D&D Pressure Washing Faulkner's Painting</p>	<p>\$1,540 \$7,008 \$7,800</p>
<p>Replace vents on outer walls</p>	<p>Estimated Cost To be purchased and completed by my staff as part of the match</p>	<p>\$750</p>
<p>Install gutters in bay area and along back of the building to decrease moisture and mildew build up.</p>	<p>American Gutter (no other contractors responded to the request)</p>	<p>\$3711</p>
<p>Purchase and install new sign on identity sidewall that faces 11th Street</p>	<p>W.S. Badcock Corporation (Required to purchase from Corporate Office) This will be paid as part of the match</p>	<p>\$1000</p>
Sub-Total		\$7001
Less 25% match		-\$1750
Total requested from Grant		\$5,251

SUN COAST PAINTING LLC

139 E. DOGWOOD RD.
 FLORAHOME, FL 32140
 PHONE/FAX: (386) 659-2047
 CELL: (386) 546-8333

CUSTOMER ORDER NO. 3151212		DEPARTMENT Est.			DATE 7-2-07	
NAME Kubrick's Home Store						
ADDRESS 10111 N. Pine St. Jacksonville						
CITY, STATE, ZIP Jacksonville, FL 32218						
SOLD BY DAVE		CASH	C.O.D.	CHARGE	ON ACCT	MDSE RETD PAID OUT
QUANTITY	DESCRIPTION			PRICE	AMOUNT	
1						
2	1/2 gal. 1st coat					
3						
4	1/2 gal. 2nd coat					
5	1/2 gal. 3rd coat					
6	1/2 gal. 4th coat					
7						
8	1/2 gal. 5th coat					
9						
10	1/2 gal. 6th coat					
11						
12						
13	1/2 gal. 7th coat					
14						
15	1/2 gal. 8th coat					
16						
17						
18						
19						
20	Total					
RECEIVED BY		Dave			10/2/07	

KEEP THIS SLIP FOR REFERENCE

D & D PRESSURE WASHING & PAINTING
 153 PARK DR
 SATSUMA, FL 32189
 386-227-8513

Quote

Date: 03/10/2014
 Quote No.: [Draft]
 Salesperson: David Diana

Bill To:
Badcock & More
 1000 St. Johns Ave
 Palatka Fl, 32177

Qty	Description	Unit Price	Total
1	Pressure Washing bay area and identity wall on the north side of the building as well as the west and south sides of the building, small ledge west side of building (removal of all algae, mildew preparing building for paint)	\$1,752.00	\$1,752.00
1	Priming and Painting bay area and identity wall on the north side of the building as well as the west and south sides of the building, small ledge west side of building (labor and materials are included in the price)	\$5,256.00	\$5,256.00
		Subtotal	\$7,008.00
		Total Amt	\$7,008.00

Please make all checks payable to David Diana

Please contact us for more information about payment options.

Thank you for your business.

Joey

Faulkner's Printing
325-1555

Proposal

PROPOSAL NO.

SHEET NO.

DATE

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

NAME <u>Bealcock</u>	ADDRESS <u>1000 St Shenas An</u>
ADDRESS <u>1000 St Shenas An</u>	DATE OF PLANS
PHONE NO.	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of _____

Pressure wash Loading Area
AND 2 Sides of Building

Scrape loose bits
Caulk all cracks

Paint Primer 2 coats per

7800

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of _____

Dollars (\$ 7800) with payments to be made as follows.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Chad Fisher

Per _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____

Signature _____

Proposal

FL License No.
SCC131149799

AMERICAN GUTTER INC



322 SE Highway 100 • Suite A • Keystone Heights, FL 32656

Toll Free: 1-800-533-9566

St. Augustine: 904-460-0907

Palm Bay: 386-325-1520

Gainesville/Keystone Heights: 352-473-8411

Fax: 352-473-8650

www.americangutterinc.com

Email: sales@americangutterinc.com

Customer Name: <u>Barkock Furniture</u>		Date: <u>3-12-14</u>
Company Name: <u>Contract Lori Johnston</u>		Prepared by: <u>M. Ke</u>
Estimate Address: <u>1000 ST. JOHN'S AVE</u>		Mailing Address: (if different)
City: <u>Palm Bay, FL</u>	Zip: <u>32909</u>	City: _____ Zip: _____
Phone: <u>386-328-1412</u>	Cellular: _____	Fax Email: <u>Lori A Johnston@gmail.com</u>

We hereby submit specifications and estimates for the following work:

7" Alum. Seamless Box Gutter w/ 1/4" x 5" Corrugated Down Spouts Installed:
.032 gauge Alum. Gutter w/ hidden hangers \$3,711^{est}
Bronze Gutter and Down Spouts

* * * * *

* down spouts

- Gutters

American Gutter Inc to Remove and
discard existing

Front of Bldg

Thanked

Option A: _____ Option B: _____
 Option C: _____ Option D: _____

We hereby propose to furnish material and labor in accordance with the drawings and specifications submitted above and completed in a substantial workmanlike manner for the sum of \$3,711^{est}, or as noted in option(s) above, with payment due in full upon completion of work. All material is guaranteed to be as specified, and the installation will have a one-year warranty.

Date of Proposal 3-12-14 Respectfully submitted Mike Addison

Any alteration or deviation from above specifications involving extra costs will be at an additional charge.
 This proposal may be withdrawn by American Gutter Inc if not accepted within sixty (60) days.

Acceptance of Proposal

You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof

1521

Date of Acceptance _____ By: _____

Scoring Criteria

Criteria	Possible Points	Points Awarded
Consistent with grant program purpose and guidelines (Preservation, Restoration, Renovation, Beautification, Removal of Slum and Blight)	20	
Completeness of application package according to checklist	5	
Investment of applicant (matching funds)	15	
Impact of project on the Central Business District	15	
Quality of the restoration or renovation (extensive vs. cursory, true restoration vs. more remodeling, improvement vs. just maintenance)	15	
Permanence of project improvements	15	
First time applicant?	5	
Property contributes to the TIFF	10	
Total points possible	100	

2013-14 CBD TIFF Façade Grant Program

For Building Exterior, façade, accessibility and sign improvements

Do Not Fill This Page Out

City Building Department Inspection

(Upon completion of Project)

Comments: _____

Permit Required: _____ Yes _____ No Project signed
off _____ Yes _____ No

Chief Building Official _____ Date _____

*Agenda
Item*

46



CITY COMMISSION AGENDA ITEM

SUBJECT:

Adopt Resolution No. 2014-10-62 amending Central Business and North Tax Increment District budgets for the FY 2013-2014 for site amenity improvements

SUMMARY:

See attached budget amendments for the Central and North Tax Increment Districts for FY 2013-2014 for the following:

- installation of eight (8) interpretive kiosks and development of supporting brochures in the North Historic District;
- installation of one (1) historical marker at the Bronson Mulholland House;
- upgrades to the Riverfront Park electrical system to support future festivals; and
- installation of decorative street sign poles in the North Historic District.

The following items are to be presented at the April 10th CRA meeting for consideration.

RECOMMENDED ACTION:

Adopt the resolution amending Central Business and North Tax Increment District budgets for the FY 2013-2014 for site amenity improvements

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Budget Resolution	Resolution Letter

RESOLUTION No. 2014-10-

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AMENDING CENTRAL BUSINESS DISTRICT and NORTH
DISTRICT TAX INCREMENT FUND BUDGETS FOR FY 2013-2014
FOR SITE AMENITY IMPROVEMENTS**

WHEREAS, on 4/10/14 the City of Palatka Community Redevelopment Agency amended the FY 2013-2014 budget; and

WHEREAS, the City of Palatka deems it reasonable and necessary to amend the FY 2013-2014 budget.

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

1. That the expenditures of the City of Palatka Community Redevelopment Agency for the Fiscal Year 2012-2013 Budget is amended as follows:

EXPENDITURES:		Last	Recommended	As
<i>Expenditure Number</i>	<i>Description</i>	Approved	Amendments	Amended
030-30-580-6-6321	SITE AMENITIES	\$ 16,000	\$ 19,000	\$ 35,000
030-32-580-6-6323	SITE AMENITIES	\$ -	\$ 12,829	\$ 12,829
030-32-580-6-6322	GENERAL CAPITAL IMPROVEMENTS	\$ 69,584	\$ (12,829)	\$ 56,755
030-30-580-9-9901	CONTINGENCY/RESERVE-DOWNTOWN	\$ 45,872	\$ (19,000)	\$ 26,872
TOTAL EXPENDITURES AMENDED:		\$ 131,456	\$ -	\$ 131,456

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 4th day of May, 2014

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

CITY ATTORNEY

Agenda Item

5



CITY COMMISSION AGENDA ITEM

SUBJECT:

RESOLUTION declaring as surplus the 2006 Sterling Frontloader Sanitation Collection Unit #73 and accepting a bid from Nextran Truck Center of Jacksonville in the amount of \$261,090.63 for the purchase of a 2014 Mack MRU633 Refuse Collection Truck/Hercules Front Loader with integrated Compressed Natural Gas (CNG) Tanks- Adopt

SUMMARY:

Sanitation Collection Unit #73 is due to be replaced as scheduled on the City's 5-year Capital Improvement Plan. After developing specifications, the City sought and has received four proposals for the replacement of this Unit. The proposal from Nextran Truck Center of Jacksonville for a 2014 Mack Refuse with Hercules Front-loading packer with rear-integrated Compressed Natural Gas (CNG) tanks is recommended by Staff as the lowest and most responsive bid. EZ-Pack, the manufacturer of the Hercules CNG rear-loader unit, is considered a "sole source provider" as they are the only manufacturer at this time that builds a body with the CNG tanks in the rear bulkhead. This is considered by Staff to be the lowest and most responsive bid as it contains all of the desired features, making it much more cost efficient to operate, at the lowest cost for all proposals received with Hercules CNG rear packer. This is in keeping with the City's adopted Energy Conservation Plan.

This Resolution will declare Sanitation Unit #73 as surplus so that it can be disposed of or sold to the highest bidder. It will also award the bid for replacement of that Unit to Nextran Truck Center of Jacksonville, based upon their January 30, 2014 proposal in the amount of \$257,090.63 plus \$4,000 to refinish the unit in "City of Palatka Blue," for a total cost of \$261,090.63.

This is a budgeted item. Financing for this item has been secured and will be considered as a separate item.

RECOMMENDED ACTION:

Adopt the resolution surplussing the 2006 Sterling Sanitation Collection Truck (Unit #73) and award the bid for a new 2014 Mack Front-loading Sanitation Collection Truck with integrated CNG tanks to Nextran Truck Center of Jacksonville in the amount of \$261,090.63.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> <u>Resolution</u>	Resolution Letter
<input type="checkbox"/> <u>Attachments & Proposal</u>	Backup Material

RESOLUTION NO. 2014-10-

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, DECLARING SANITATION UNIT #73 TO BE SURPLUS; DIRECTING THE CITY MANAGER TO DISPOSE OF SURPLUS PROPERTY IN ACCORDANCE WITH CITY ADMINISTRATIVE PROCEDURES; AND AWARDING THE BID FOR REPLACEMENT OF SANITATION UNIT #73 TO NEXTRAN TRUCK CENTER OF JACKSONVILLE BASED UPON THEIR JANUARY 30, 2014 PROPOSAL IN THE AMOUNT OF \$261,090.63

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

WHEREAS, The City of Palatka (the City) owns a 2006 Sterling Condorta Frontload Sanitation Packer, VIN#49HHBVCY06RW11208, City ID #9443/Unit #73; and

WHEREAS, this property has become obsolete over time, and City Staff has recommended that the property be deemed surplus and replaced; and

WHEREAS, four proposals for the replacement of the Sanitation Collection Unit were received and considered; and

WHEREAS, upon review and comparison of the proposals received, it has been determined that Nextran Truck Center of Jacksonville has submitted the lowest, most responsive proposal for a Front Loader Sanitation Collection Unit with rear integrated CNG tanks; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to 1) declare the property described herein to be surplus property for disposal in accordance with administrative procedures, and 2) to award the bid for the replacement of said vehicle to Nextran Truck Center of Jacksonville based upon their proposal dated January 30, 2014 in the amount of \$257,090.63 plus \$4,000 to refinish the unit in "City of Palatka Blue," a copy of which is attached hereto and incorporated herein by reference.

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

- Section 1: The above recitals are true and correct, and are incorporated herein by reference;
- Section 2: The property described as a 2006 Sterling Condorta Frontload Sanitation Packer, VIN#49HHBVCY06RW11208, City ID #9443/Unit 73 is declared to be surplus property to be disposed of in accordance with administrative procedures;
- Section 3: The City Manager is hereby authorized to dispose of the surplus property in a manner consistent with administrative procedures, and to amend the City's inventory accordingly.

Section 4: That the bid for a 2014 Mack MRU633 Truck with Hercules CNG Front Loader Sanitation Packer Unit with rear-integrated CNG tanks in the total amount of \$261,090.63 be and is hereby awarded to Nextran Truck Center of Jacksonville, based upon their proposal dated January 30, 2014.

PASSED AND ADOPTED this 10th day of April, 2014, by the City Commission of the City of Palatka, Florida.

PALATKA CITY COMMISSION

By: _____
Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM AND
LEGALITY:**

CITY ATTORNEY

Sanitation Unit # 73
being surplussed 4-10-14

CERTIFICATE OF ORIGIN FOR A VEHICLE


STERLING

DATE 10/09/05	INVOICE NO. D54862		
VEHICLE IDENTIFICATION NO. 49HHBVCY06RW11208	YEAR 2006	MAKE STERLING	
BODY TYPE TRUCK	SHIPPING WEIGHT 18188		
HP (SAE) 350	GVWR 66000	NO CYLS 6	SERIES OR MODEL CONDOR

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC

**ATLANTIC FORD TRUCK SALES, INC.
DBA ATLANTIC TRUCK CENTER
2565 WEST STATE ROAD 84
FT. LAUDERDALE, FL 33312**

It is further certified that this was the first transfer of such new motor vehicle in ordinary trade and commerce.

STERLING TRUCK CORPORATION

BY:  (AGENT)

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)
**4747 NORTH CHANNEL
PORTLAND, OREGON 97217**

CITY - STATE

687962

SL50-00 (7-02)

Betsy Driggers

From: Ed Chandler
Sent: Monday, March 31, 2014 10:48 AM
To: Betsy Driggers
Subject: FW: EZ-Pack info
Attachments: E-Z-Pack-CNG.pdf

From: Kenneth Vargas [kvargas@nexttrancorp.com]
Sent: Tuesday, February 18, 2014 3:21 PM
To: Ed Chandler
Subject: EZ-Pack Info

City of Palatka
1010 Ocean Street
Palatka, FL 32177

ATT: Public Works Department
Ed Chandler

Dear Ed,

Ez-Pack is the only manufacturer at this time that builds a body with the CNG tanks in the rear bulk head. All others mount the tanks on the top.

If you need any more info let me know. I have attached and EZ-Pack pdf.file for you to print.

Thanks,

Ken Vargas
Sales Representative
Nexttran Truck Center Jacksonville
1886 W. Beaver Street
Jacksonville, FL 32209
kvargas@nexttrancorp.com
Cell 904-651-3675
Office 904-354-3721
Fax 904-354-3807



PROPOSAL

Especially Prepared For:

**Ed Chandler
City of Palatka
1010 Ocean Street
Palatka, FL 32177**

Presented By:

**Ken Vargas
Nextran Truck Center, Jacksonville**

**1986 W. Beaver Street
Jacksonville, Florida 32209
kvargas@nextrancorp.com**

Especially Prepared For: Ed Chandler
City of Palatka
1010 Ocean Street
Palatka, FL 32177

RE: MACK TERRAPRO CABOVER (MRU633)
REFUSE, FRONT LOADER On/Off Hwy

Ed Chandler,

Thank you for the opportunity to review your current truck needs and present this proposal. The accompanying proposal has been prepared to give you the complete specifications and performance details of the unit best suited for your operations. Today, as costs continue to rise, we know you demand a truck that will be the most economical in the long run. Several factors that I believe are important in achieving this goal are:

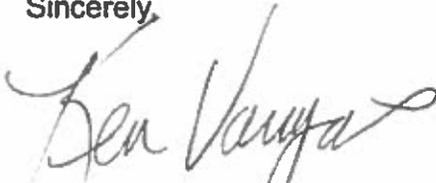
- * Improved Fuel Economy
- * Reduced Maintenance
- * Improved Productivity
- * High Resale Value

The enclosed specifications and recommendations have been carefully designed to meet all these objectives. I think that after reviewing this proposal you will come to the same conclusion that so many operators are coming to:

"MACK Has What It Takes!!"

I look forward to meeting with you and to discuss any questions you might have regarding this proposal.

Sincerely,



Keri Vargas
Nextran Truck Center, Jacksonville



CHASSIS SPECIFICATIONS SUMMARY

January 30, 2014

2014 MACK MRU633

REFUSE, FRONT LOADER On/Off Hwy
STRAIGHT TRUCK WITHOUT TRAILER

Engine	CUMMINS ISL-G 320HP	Transmission	4500-RDS-6
		Clutch	OMIT CLUTCH
Front Axle	20,000# FXL20	Rear Axle	46,000# S462 Ratio 5.66
Suspension	20,000#	Suspension	46,000# SS462
Tires	Front: 315/80R22.5 Rear: 315/80R22.5	Wheels	22.5x9.0 STEEL DISC (10-HOLE) 22.5x9.00 STEEL DISC (10 HOLE)
Ratings	GVW: 66,000#	Fuel Tanks	
Fifth Wheel		Sleeper	

PRICING SUMMARY

CHASSIS BASE	<u>List Price</u>
Factory Options	\$212,110.00
Freight	\$18,733.00
Less Additional Factory Rebate	\$1,975.00
Sales Allowances	
TOTAL FACTORY	\$232,818.00
Locally Installed Options	\$126,000.00
Soft Products/Bulldog Protection Plans	\$0.00
TOTAL FACTORY & LOCAL	\$358,818.00
Less Customer Discount from List	\$101,113.07
SELLING PRICE (Excluding Taxes/Fees/Trade)	\$257,704.93
Less Trade Allowances per New Vehicle	\$0.00
QUOTED PRICE OR TRADE DIFFERENCE	\$257,704.93
OBD Surcharge	\$0.00
Net FRET or Canadian GST Taxes	\$0.00
Tire Tax Credit (Municipal Only)	\$0.00
Sales/Usage Taxes	(\$614.30)
License/Title/Etc.	\$0.00
Misc Fees not subject to FRET	
ACQUISITION COST (Include Trade if applies)	\$257,090.63
Less Down Payment	
BALANCE DUE Per Unit	\$257,090.63
PRICE (Total Order)	\$0.00
BALANCE DUE (Total Order)	\$0.00

Total Quantity: 0 Estimated Total Weight: 19,319# Reference#: AIRU001014A

X _____
 Prepared For: Customer Signature Date
 City of Palatka
 1010 Ocean Street
 Palatka, FL 32177
 Phone: 904-329-0107
 Fax: --

X _____
 Presented By: Dealer Signature Date
 Ken Vargas
 Nextran Truck Center, Jacksonville
 Jacksonville, Florida 32209
 904-354-3721
 kvargas@nextrancorp.com

NEXTRAN TRUCK CENTER

1986 West Beaver Street
 Jacksonville, FL, 32209
 Tel: 904-354-3721 Fax: 904-358-9940
 sduncan@nextrancorp.com
 Tax ID: 59-3139839

Estimate - Preliminary

Estimate Prepared by: STEVE DUNCAN

Appraised for:

Accident Date:
 Date of Loss:
 Arrival Date:
 Type of Loss:
 Policy Number:
 Claim Number:

Date: 1/30/2014
 Estimate#:

Owner:

Company: NEW TRUCK

Year	Make	Model	Color	Trim
2005	MACK	MC/MR		
Unit Number	License Plate #	Mileage	Serial#/VIN#	

Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
	1	Ref	Ref	refinish complete unit blue	Exist			T 40.0*
	2			Paint Materials			\$1,000.00	

* - Judgement Item
 # - Labor Note Applies

Labor

Refinish	40.0	Hrs @	\$75.00	<u>\$3,000.00</u>
Labor Total				<u>\$3,000.00</u>

Parts

Parts Subtotal	\$0.00
Less Adjustments	
Parts Total	<u>\$0.00</u>

Additional Costs and Operations

Paint Materials	<u>\$1,000.00</u>
Addl. Costs/Ops Total	<u>\$1,000.00</u>

Tax

Totals

Sub Total:	<u>\$4,000.00</u>
Net Total	<u>\$4,000.00</u>

Sup	Seq	Labor Type	Labor Op	Description	Part Type	Part Number	Dollar Amount	Labor Units
-----	-----	---------------	-------------	-------------	--------------	-------------	------------------	----------------

The above is an estimate based on our inspection and does not cover any additional parts or labor which may be required after the work has started. Occasionally worn or damaged parts are discovered which may not be evident on the first inspection. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change. We appreciate the opportunity to earn your business.

This is a preliminary estimate. Additional changes to the estimate may be required for the actual repair.

TruckEst does not automatically include items required by many business repair partners. This application allows the author to manually enter line items such as overlap deductions.

2005 MACK MC/MR

Version 3.0
Database Edition PHT 13-04

TruckEst is a Trademark of Mitchell International
©1998-2014 Mitchell International, Inc.
All Rights Reserved.

Page 2 of 2

Hercules CNG Front Loader

No Roof Tanks Here! E-Z Pack's Hercules Front Loader is the only CNG-powered front loader in the industry with fuel cells integrated into the body—protected inside the tailgate—rather than on the roof or saddle-mounted on the chassis rails. The patent pending design reduces overall height for safer operation. Weight distribution is also improved, and ground clearance is greater than trucks with saddle-mounted tanks. With 75 Diesel Gallon Equivalent (DGE), the Hercules has more fuel capacity than any CNG truck in the industry. Finally, a CNG front loader that *behaves* like a front loader...only better.

CNG Design Features

- Fuel Cells Integrated Into Body
- Lower Overall Height Than Roof Mounted Units
- 75 Diesel Gallon Equivalent (DGE), 90 Gallon Optional
- Factory Installation by Certified E-Z Pack Technicians

Standard Hercules Features

- Optional "Quiet Hydraulics" for Reduced Noise and Improved Fuel Efficiency
- Easy To Learn, Easy To Operate, Easy To Maintain
- Rugged and Dependable
- Powder Coat Paint Finish, Smart Steel Construction



“It truly fits the best CNG truck in the industry. We challenged E-Z Pack to come up with a unique way to manage weight distribution to meet the demands of our highway system. This, we wanted (full productivity with low RPM and fuel efficient operation). This truck is a testament to our commitment to reduce air and noise pollution.”

Bob Nicholas, Corporate Fleet Manager, Waste Pro USA





Prepared For:
 City of Palatka
 1010 Ocean Street
 Palatka, FL 32177
 (904) 329-0107

Presented By:
 Nextran Truck Center, Jacksonville
 1986 W. Beaver Street
 Jacksonville, Florida 32209
 904-354-3721
 kvargas@nextrancorp.com

Jan 30, 2014
 2014 MRU633
 Ref#: AIRU001014A

Description		Front Wt	Rear Wt.
ORDER/CUSTOMER/VEHICLE INFORMATION			
INITIAL REGISTRATION LOCATION, UNITED STATES, FLORIDA	Opt		
IDLE EMISSION CERTIFICATION, IDLE EMISSION CERTIFICATION - BASIC	Std		
TYPE OF SERVICE, MUNICIPAL	Opt		
VEHICLE APPLICATION CLASS, HEAVY VOCATIONAL - Unlimited operation on concrete, asphalt, or maintained gravel/packed dirt with a maximum 3% grade; limited operation on unmaintained surfaces with maximum 5% grade; limited operation on concrete, asphalt, or maintained gravel/packed dirt with maximum 10% grade. (3 AXLES) 78,000 lbs (35,281 kg) MAX GVW. (4 AXLES) 80,000 lbs (36,288 kg) MAX GVW.	Opt		
CARRIER APPLICATION, WITH CRD150-151, Unlimited miles on 3% grade maintained gravel/packed dirt or paved, Max 15% miles on 10% grade maintained gravel/packed dirt or paved, Max 10% miles on 5% unmaintained, maintained gravel, packed dirt, or paved. 90000# (41000 kg) MAX GCW. (Carrier Code USA-V1)	Std		
VEHICLE TYPE, STRAIGHT TRUCK WITHOUT TRAILER	Std		
VEHICLE USE AND BODY/TRAILER TYPE, REFUSE, FRONT LOADER On/Off Hwy			
PRICE BOOK LEVEL, 2014A PRICE BOOK LEVEL	Std		
PRODUCT TYPE, PRODUCT TYPE - OM64R TRUCK	Opt		
PRODUCT CLASS, PRODUCT CLASS 29	Opt		
BACK OFFICE PROCESS, BACK OFFICE PROCESS	Std		
BVS/WHEELBASE/PLATFORM			
CHASSIS (BASE MODEL), MRU633 6-WHEEL TRUCK	Std	10058	7008
FRAME RAILS, 13.25" x 3.25" x .3125" (337 x 83 x 8mm) STEEL Combined railing w/inside channel reinforcement Section Modulus 28.06 cu in/RBM 3,127,200 in lbs per rail.	Std		
WHEELBASE, 210" (5334 mm) WB 207" CA (5258 mm)	Opt		
PLATFORM, 297" LP (7544 mm) 90" AF (2286 mm) USED WITH 210" WB	Opt	55	24
FRAME REINFORCEMENT - INSIDE, 1/4" STEEL CHANNEL	Inc		
ENGINE/TRANSMISSION/CLUTCH			
ENGINE, CUMMINS ISL-G 320 HP @2000 RPM (PEAK) 1000 LB FT. MAX TORQUE @ 1300 RPM	Std		
TRANSMISSION, 6 SPEED AUTOMATIC, ALLISON 4500-RDS-6 (4.70/0.67) RUGGED DUTY SERIES GEN 4 INCLUDES DIRECT MOUNT OIL COOLER, INTERNAL FILTER, AND OIL LEVEL SENSOR.	Std		
EXHAUST/EMISSIONS			
EXHAUST, (R/S) VERTICAL STRAIGHT EXHAUST STACK STACK PLAIN END, SIDE OUTLET DIFFUSER	Std		
ENGINE EQUIPMENT			
AIR COMPRESSOR, CUMMINS TWIN 30.4 CFM	Std		
PRE-CLEANER (DRY TYPE CLEANER)	Std		
ALTERNATOR, DELCO 12V 160A (24si) BRUSH-TYPE	Std		
BATTERIES, (3) MACK 12V 1000/3000 CCA THREADED STUD	Opt	16	5
TEXACO EXTENDED LIFE COOLANT #7998 W/NITRITES (50/50 MIX) TO -34 DEG	Std		
ENGINE BLOCK HEATER, CUMMINS 120V/1000W	Std		
FAN DRIVE, HORTON DM 2 SPEED FAN	Std		
FLYWHEEL HOUSING, ALUMINUM	Std		

Description		Front Wt	Rear Wt
FUEL-WATER SEPARATOR, CUMMINS CNG COALESCING FUEL FILTER, STANCHION MTD ON FRAME	Std		
STARTER, 12 VOLT DELCO 39MT-MXT	Std		
ELECTRONIC STARTER INTERLOCK	Std		
TETHER DEVICE, PLASTIC COATED CABLE, MOUNTED FRONT OF EACH BATTERY BOX LENGTH TO ALLOW COVER TO SET ON GROUND	Std		
CLUTCH/TRANS EQUIPMENT/DRIVELINES			
CLUTCH PEDAL, W/O CLUTCH PEDAL	Std		
TRANSMISSION BELL HOUSING, ALUMINUM	Std		
REMOTE MTD OIL COLLER FURNISH FOR ALLISON TRANSMISSION	Std		
SYNTHETIC LUBRICANT - TRANSMISSION, TRANSYND SYNTHETIC LUBE FOR ALLISON TRANS	Std		
VOCATIONAL PACKAGE - ALLISON, ALLISON VOCATIONAL PKG. #105142 RUGGED DUTY SERIES (RDS)-REFUSE (AG) - ONE SELECTOR	Std		
W/O DRIVESHAFT GUARD	Std		
DRIVELINE - MAIN, SPICER 1810 HD W/COATED SPLINES	Opt	6	40
DRIVELINE - INTERAXLE, SPICER 1810 W/COATED SPLINES	Opt		31
CAB (A thru G)			
AIR CONDITIONING, MACK INTEGRAL W/HEATER (COMBO HEATER/AIR CONIDITIONER UNIT) W/R134a REFRIGERANT	Opt	138	-28
CAB, CA531 LOW-PROFILE COE (WELDED STEEL GALVANIZED SHELL) INCLUDES MACK RUST PREVENTATIVE PROCEDURES	Std		
CAB LIFT/TILT, LOCATED IN STD LOCATION	Std		
CERTIFIED WEIGHT	Opt		
PARK BRAKE ACTIVATED	Std		
ENGINE SHUTOFF, KEY TYPE	Std		
FENDERS, POLYUREA FOR CHASSIS AND CAB SECTIONS	Std		
OMIT FUEL GAUGE	Std		
GAUGES, ENGLISH DISPLAY	Std		
GAUGE, SPEEDOMETER W/TRIP ODOMETER (ELECTRONIC 1% ACCURACY)	Std		
GAUGE, TACHOMETER	Std		
TRANSMISSION GAUGE AND TRANS. OIL HIGH TEMPERATURE LIGHT	Std		
GEAR SHIFT, NEUTRAL TO RANGE INHIBIT	Std		
GLASS - CAB WINDOW, SAFETY TINTED WINDSHIELD SIDE AND REAR WINDOWS	Std		
GRILLE, STANDARD FINISH	Std		
CAB (H thru R)			
HORN - AIR, (1) TWIN TRUMPET (MOUNTED UNDER CAB)	Std		
CHASSIS KEYED AT RANDOM - 2 KEYS	Std		
MIRRORS - EXTERIOR, MOTO MIRROR PACKAGE (RH - MOTORIZED & HTD, LH HTD ONLY)	Opt		
MIRRORS - CONVEX TYPE, BRIGHT FINISH, LH & RH 8.0" DIA. MOUNTED BELOW LOWER ARM OF WEST COAST MIRROR	Opt	2	
FORWARD OVERHEAD STORAGE, (2) RADIO SHELF, DRIVER SIDE	Std		
PERSONALIZED NAME PLATE			
CITY OF PALATKA			
AM/FM STEREO CD W/WEATHERBAND	Std		
RADIO ANTENNA, CH STYLE COWL MOUNTED ON LH SIDE	Std		

Description		Front Wt	Rear Wt
CAB (S thru Z)			
SEAT - DRIVER, SEARS SEATING C-2 W/FABRIFORM CUSHIONS (MID BACK) AIR SUSPENSION	Std		
SEAT - RIDER, SEARS SEATING C2 W/FABRIFORM CUSHIONS (MID BACK) NON-SUSPENSION	Std		
SEAT COVERING, FABRIFORM CLOTH, BLACK, DRIVER AND RIDER SEATS	Std		
SEAT BELTS, LAP AND SHOULDER W/LOCKING SEAT BELT RETRACTORS & "KOMFORT LATCH" FOR DRIVER AND RIDER SEATS	Std		
DRIVER'S AND RIDER'S SEAT	Std		
STEERING WHEEL, TWO SPOKE URETHANE GRIP PAINTED SPOKES & BULLDOG HORN CAP	Std		
TURN SIGNAL SWITCH, MANUAL CANCELLING TURN SIGNALS	Std		
WINDSHIELD PROTECTOR, FURNISH	Opt	15	
WINDSHIELD WIPERS, 2 SPEED ELECTRIC MOTOR W/INTERMITTENT FEATURE	Std		
FRAME EQUIPMENT/FUEL TANKS			
BUMPER - FRONT, SWEEP BACK STEEL CHANNEL TYPE EXTENDED 63"/1600 mm BBC W/CENTER TOW PIN (92.62" x 11.25")	Std		
CROSSMEMBERS, HD STEEL CHANNELS BACK TO BACK BEHIND CAB & INTERMEDIATE(S)	Opt	37	13
I-BEAM REAR CROSSMEMBER	Opt	-35	94
CROSSMEMBER (BEHIND REAR AXLE), ONE STEEL I-BEAM W/O FRONT FRAME EXTENSION	Opt	-39	104
SKID PLATE UNDER BUMPER AND RADIATOR	Std		
TOWING DEVICE - FRONT, TOW PIN	Opt	125	-25
TOWING DEVICE - REAR, W/O REAR TOWING DEVICE	Std		
FUEL TANK - LH, DELETE LH FUEL DIESEL TANK - FOR LOCAL COMPLETION & CERTIFICATION OF CNG SYSTEM	Std		
FUEL TANK - RH, DELETE RH DIESEL TANK - FOR LOCAL COMPLETION & CERTIFICATION OF CNG SYSTEM	Std		
FUEL DRAW/RETURN SYSTEM, FLEXIBLE HOSE FOR NATURAL GAS	Std		
FRONT AXLE/EQUIPMENT/TIRES			
FRONT AXLES, 20000# (9072kg) MACK FXL20 WIDE PIVOT CENTER	Opt	323	
TIRES BRAND/TYPE - FRONT, BRIDGESTONE - TUBELESS RADIAL PLY, (2) 315/80R22.5 20 L M860 (ALL POS)	Opt	92	
WHEELS - FRONT, STEEL DISC (10-HOLE)	Std		
(2) 22.5x9.0 ACCURIDE 10-HOLE HUB PILOTED (11 1/4"/286mm BC)(5.25" INSET)	Opt	26	
WHEELS - POLISHED (FRONT), W/O FRONT DISC WHEEL BRIGHT FINISH	Std		
BRAKES - FRONT, MERITOR "S" CAM TYPE 16.5" x 6" Q+	Opt	16	
BRAKE DRUMS - FRONT, CAST OUTBOARD MOUNTED	Inc		
DUST SHIELDS - FRONT BRAKE, OMIT	Std		
HUBS - FRONT, FERROUS	Inc		
WITHOUT SHOCK ABSORBERS	Std		
SLACK ADJUSTERS - FRONT, HALDEX - AUTOMATIC	Opt		
SPRINGS - FRONT, MACK MULTILEAF 20000# (9072kg) GROUND LOAD RATING	Inc		
STATIC LOAD CUSHIONS	Opt	10	
STEERING, XD120 SHEPPARD STEERING GEAR (RATIO 23:1)	Inc	85	

Description		Front Wt	Rear Wt
REAR AXLE/EQUIPMENT/TIRES/RATIOS			
REAR AXLE/SUSPENSION, 46000# (20855kg) MACK S462 (268 1020) CAST DUCTILE IRON HOUSING, SS462 MACK MULTILEAF (CAMELBACK) 46000#	Opt		571
4S/4M SYSTEM REAR WHEEL END SENSORS	Std		
TIRES BRAND/TYPE - REAR, BRIDGESTONE - TUBELESS RADIAL PLY, (8) 315/80R22.5 20 L M860 (ALL POS)	Opt		368
CARRIER/RATIO - REAR AXLE, CRDP150/151, 5.68 RATIO	Opt		
WHEELS - REAR, STEEL DISC (10 HOLE)	Std		
(8) 22.5x9.00 (228 mm) ACCURIDE 10-HOLE HUB PILOTED (11 1/4" BOLT CIRCLE)	Opt		144
BRAKES - REAR, MERITOR CAM 16.5"x8" Q+ INCLUDES BRONZE CAM BUSHING	Opt		-5
BRAKE DIAPHRAGMS, W/O BRAKE DIAPHRAGM OPTION	Std		
BRAKE DRUMS - REAR, CAST OUTBOARD MOUNTED	Std		
DUST SHIELDS - REAR BRAKE, OMIT	Std		
HUBS - REAR, FERROUS	Inc		
OIL SEALS, STEMCO-GUARDIAN	Opt		
POWER DIVIDER LOCKOUT W/WARNING LIGHT AND BUZZER (INCLUDES IN CAB MANUAL AIR VALVE)	Opt		40
RAISED REAR BRAKE CHAMBERS (REAR REAR AXLE ONLY)	Std		
SHOCK INSULATORS, HEAVY DUTY URETHANE	Opt		5
SLACK ADJUSTERS - REAR, HALDEX - AUTOMATIC	Opt		
SPRINGS, ANTI-SWAY	Std		
SPRING BRAKE CHAMBERS - VENDOR, MGM MODEL TR-T (TAMPER RESISTANT)	Std		
SPRING BRAKE CHAMBERS, TYPE 30/30 REAR	Std		
TRANSVERSE TORQUE ROD (REAR AXLE ONLY)	Inc		
BRONZE TRUNNION BUSHING	Inc		
AIR/BRAKE			
AIR DRYER, MERITOR/WABCO AIR DRYER, 1800 HEATED W/COALESCING OIL FILTER	Std		
ANTI-LOCK BRAKE SYSTEM, BENDIX ABS	Std		
AIR CONTROL VALVES - VENDOR, BENDIX SWITCHES AND VALVES WHERE POSSIBLE	Inc		
DRAIN VALVES, MANUAL (PETCOCK) DRAIN VALVES ON ALL TANKS	Std		
ELECTRICAL			
BATTERY BOX(ES), STEEL BASE	Std		
BATTERY BOX COVERS, MOLDED PLASTIC	Std		
BATTERY BOX - MOUNTING, SINGLE BOX 3 BATTERY MAX. PERP TO FRAME 11" FROM NTOF	Std		
BATTERY DISCONNECT SWITCH, KISLING FULL POWER POS BATTERY DISCONNECT	USR	0	0
BATTERY SWITCH WARNING LIGHT, FURNISH ON OR NEAR BATTERY BOX (LIGHT ON IN RUN POSITION)	Opt		
COMPUTER AND 2-WAY RADIO DEDICATED CIRCUIT	Std		
ELECTRIC CIRCUIT PROTECTION PACKAGE, 12 VOLT W/CIRCUIT BREAKERS (HEADLAMP CIRCUIT: SAE TYPE I; ALL OTHER CIRCUITS SAE TYPE II) NEGATIVE GROUND SYSTEM	Std		
WATERPROOF ELECTRICAL CONNECTIONS SPRAYED W/PROTECTIVE COATING	Std		
CONTROL LINK II REFUSE BODYBUILDER ELECTRICAL CONNECTION SYSTEM	Std		
CONSOLE INCLUDED WITH CONTROL LINK II	Std		
HEADLIGHTS, (2) SINGLE ROUND HALOGEN LAMPS	Std		
REAR LIGHTING, FURNISH STANDARD TAIL-LIGHTS	Std		

Description	Front Wt	Rear Wt
SIGNAL FLASHER TYPE, TRANSISTORIZED TURN SIGNAL, ACD TRITON	Std	
W/O PWR TERMINAL-STROBE LIGHT OPTION	Std	
PAINT		
PAINT - CAB EXTERIOR, SINGLE COLOR, MACK WHITE (HIGH GLOSS)	Std	
PAINT - CAB, URETHANE BASE COAT W/O CLEAR COAT	Std	
PAINT - CAB INTERIOR, SAME COLOR AS CAB EXTERIOR COLOR	Std	
PAINT - CHASSIS RUNNING GEAR, MACK BLACK (URETHANE)	Std	
PAINT - BUMPER, URETHANE BUT DIFFERENT COLOR THAN CHASSIS RUNNING GEAR		
SOLID COLOR ONLY, BRILLIANT WHITE [PPG: P3392]		
PAINT - FUEL TANK, SAME AS CHASSIS RUNNING GEAR	Inc	
PAINT - FRONT SPOKE WHEELS, WITHOUT OPTIONAL SPOKE WHEEL PAINT	Std	
WITHOUT OPTIONAL SPOKE WHEEL PAINT	Std	
FRONT WHEELS PRE-FINISHED WHITE	Std	
REAR WHEELS PRE-FINISHED WHITE	Std	
PAINT PROCESS CODES		
URETHANE BUT DIFFERENT COLOR THAN CHASSIS RUNNING GEAR (5ZB-B1X)	Inc	
CHASSIS RUNNING GEAR - STD COLOR (MACK BLACK) (6AB-Z1X)	Inc	
SAME COLOR AS CHASSIS RUNNING GEAR (7HB-A1X)	Inc	
W/O CUSTOM PAINT FOR HUB&DRUM/SPOKES (5YB-Z1X)	Inc	
W/O CUSTOM PAINTED FRONT/REAR RIM/WHEEL (68B-Z1X)	Inc	
PTO/SPECIALTY/ADDITIONAL EQUIPMENT		
PTO - CRANKSHAFT ADAPTER, W/O FRONT END PTO DRIVE	Std	
HYDRAULIC PUMP, WITHOUT HYDRAULIC PUMP	Std	
FURNISH TC521 FOR USE W/ALLISON (HD, RDS) TRANSMISSION	Std	
V-MAC IV PROGRAMMABLE PARAMETERS		
CUSTOMER VEHICLE LIMITING SPEED (MPH) 65 mph		
PEDAL ROAD SPEED LIMITER (MPH) 65 mph		
LGVLS FEATURE ACTIVATION Omll		
LOWER GEAR VEHICLE LIMITING SPEED (MPH) 00 mph		
SOFT RSL Omll		
PDLO ENGAGED VLS FEATURE		
PDLO ENGAGED VEHICLE LIMITING SPEED 00 rpm		
CRUISE CONTROL SETTINGS WITH ALLISON TRANS	Std	
CRUISE CONTROL MAX SET SPEED (MPH) 65 mph		
CRUISE CONTROL MIN SET SPEED (MPH) 20 mph		
CRUISE CONTROL AUTORESUME W/CLUTCH Omll		
CRUISE'N BRAKE ENGAGEMENT DELAY (MPH) 0 mph		
ENGINE OVERSPEED COMPANY LIMIT (RPM) 2200 rpm		
FUELED ENGINE OVERSPEED COMPANY LIMIT (RPM) 2100 rpm		
VEHICLE OVERSPEED COMPANY LIMIT (MPH) 75 mph		
FUELED VEHICLE OVERSPEED COMPANY LIMIT (MPH) 70 mph		
IDLE LOGGING DELAY (MIN) 2		
Monthly Trip Summary		
PERIODIC TRIP HOUR OF DAY 0 (disable)		
PERIODIC TRIP DAY OF WEEK 0 (disable)		
PERIODIC TRIP DAY OF MONTH 1		

Description	Front Wt	Rear Wt
EHT MAX ENGINE SET SPEED (RPM)		
2100 rpm		
EHT MIN ENGINE SET SPEED (RPM) 700 rpm		
EHT VEHICLE SPEED RANGE LIMIT (MPH) 10 mph		
EHT RAMP RATE (RPM/Sec)		
EHT SINGLE SPEED CONTROL ACTIVATION Omit		
EHT SINGLE SPEED CONTROL SET SPEED (RPM) 0000 rpm		
EHT JUMP-TO-MIN SET SPEED Omit		
EHT HOLD TO NEAREST RPM 00 rpm		
EHT ACCEL-DECEL BUMP-UP RPM 00 rpm		
EHT ACCEL-DECEL BUMP-DOWN RPM 00 rpm		
ENGINE PROTECTION - OIL PRESSURE SHUTDOWN Furnish		
ENGINE PROTECTION - COOLANT LEVEL SHUTDOWN Omit		
ENGINE PROTECTION - COOLANT TEMP SHUTDOWN Furnish		
ENGINE PROTECTION - ENGINE OIL TEMP SHUTDOWN Furnish		
ENGINE PROTECTION TRANS OIL TEMP SHUTDOWN Furnish		
GOVERNOR TYPE Min-Max Governor		
ENGINE RPM LIMIT IN UPPER GEARS ENGINE RPM LIMIT IN UPPER GEARS		
ENGINE HIGH IDLE SPEED IF STOPPED 0000		
ENGINE LOW IDLE SET SPEED (RPM) 700 rpm		
DRIVER LOW IDLE ADJUST FEATURE ACTIVATION Omit		
SMART IDLE FEATURE ACTIVATION Omit		
SMART IDLE ELEVATED IDLE RPM TIME (MINS) 10		
IDLE S/D ABS TAMPER CHECK Omit		
IDLE COOLDOWN FEATURE ACTIVATION Omit		
IDLE SHUTDOWN FEATURE ACTIVATION Omit		
IDLE SHUTDOWN TIME (MINS) 10		
IDLE SHUTDOWN WARNING TIME (SECS) 30		
IDLE SHUTDOWN WARM-UP TEMPERATURE (DEG F) 100		
IDLE SHUTDOWN WARM-UP TIMER (MINS) 5		
IDLE S/D OVERRIDE W/EHT Omit		
IDLE S/D OVERRIDE W/PTO Furnish		
IDLE S/D OVERRIDE W/ENGINE LOAD Furnish		
IDLE S/D OVERRIDE % ENGINE LOAD THRESHOLD 00		
IDLE S/D CONTROL W/O Idle Shutdown		
IDLE S/D OVERRIDE LOWER TEMP. THRESHOLD (DEG F) 00		
IDLE S/D OVERRIDE UPPER TEMP. THRESHOLD (DEG F) 00		
MAINTENANCE MONITOR FEATURE ACTIVATION Furnish		
MAINTENANCE MONITOR OEM DEFAULT INTERVALS MP Vocational		
MAINTENANCE DUE WARNING PERCENT 90		
PTO 1 MAX ENGINE SET SPEED (RPM) 2100 rpm		
PTO 1 MIN ENGINE SET SPEED (RPM) 600 rpm		
PTO 1 VEHICLE SPEED RANGE LIMIT (MPH) 10 mph		
PTO 1 RAMP RATE (RPM/Sec) 100		
PTO 1 SINGLE SPEED CONTROL ACTIVATION Omit		
PTO 1 SINGLE SPEED CONTROL SET SPEED (RPM) 1000 rpm		



1986 W. Beaver Street, Jacksonville, Florida 32209

Qty:	1	Model	HERCULES FLO080J40SE	Capacity	40 CU. YD.	Unit Price
X		Including All Standard Equipment and				
X		7 GA. BODY SIDES				
X		BODY ACCESS LADDER				
X		HOPPER SUMP OVERLAY				
X		HOPPER FLOODLIGHT				
X		10" CABSHIELD EXTENSION				
X		FRONT BODY SCREEN ENCLOSURE				
X		(4) PETERSON SMART STROBES ON TAILGATE				
X		REMOTE LUBE LINES FOR PACKING PANEL				
X		AUTO CYCLE RETRACT				
X		SINGLE 3 RD EYE CAMERA SYSTEM WITH COLOR MONITOR & DUAL FLOODLIGHTS				
X		SHARK'S TEETH				
X		CONTAINER FLOODLIGHT				
X		TRAPEZOIDAL LIGHTS				
X		L.E.D. LIGHTS				
X		EXTRA FRONT BODY SPRING MOUNTS				
X		MACK INTEGRATED CONTROLS				
X		TAILGATE INTEGRATED CNG TANKS WITH 75 DGE (INCLUDES FAST/TIME FILL PORT & DEFUEL PORT				
X		Warranty- Body	12 MONTHS	X	Warranty- Cyl.	12 MONTHS
				X	Powder Coat Paint	WHITE
				X	Factory Mount	\$126,000.00

*Agenda
Item*

6



CITY COMMISSION AGENDA ITEM

SUBJECT:

RESOLUTION awarding a bid to finance the lease/purchase of a sanitation truck and police vehicles to Bank of America, 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:

On March 19, 2014, the City received proposals in response to a request for proposals (RFP) for the financing of the purchase of a sanitation truck and police vehicles. Award of the bid(s) for the purchase of these vehicles is being considered as a separate item.

The City Manager and Finance Director have reviewed these proposals and determined that the most responsive proposal was from Bank of America with an interest rate of 1.62% for the term of five years for the police vehicles and seven years for the sanitation truck.

Payments on this obligation will not begin until the next fiscal year (2014-2015) and an appropriation for the repayment of this obligation will be included in the proposed budget for next fiscal year.

This Resolution also includes authorization for the Mayor, City Manager and city staff to execute and attest all the necessary paperwork to complete the transaction. 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 Bank of America and authorizes the Mayor, City Manager and city staff to execute and attest all necessary related documents.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> <u>Resolution</u>	Resolution Letter
<input type="checkbox"/> <u>Final Financing Numbers</u>	Backup Material
<input type="checkbox"/> <u>Sample Master Lease/Purchase Agreement</u>	Backup Material

RESOLUTION No. 2014-10-

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANK OF AMERICA, N. A., AS LESSOR, AND SEPARATE SCHEDULES THERETO FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

Whereas, the City of Palatka (the “Lessee”), a municipality duly organized and existing under the laws of the State/Commonwealth of Florida, is authorized by the laws of the State/Commonwealth of Florida to purchase, acquire and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

Whereas, the governing body of the Lessee (the “Board”) has determined that a need exists for the acquisition, purchase and financing of certain property consisting of a sanitation truck and police vehicles (collectively, the “Equipment”) on the terms herein provided; and

Whereas, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the “Agreement”) with Bank of America, N. A. (or one of its affiliates), as lessor (the “Lessor”), substantially in the proposed form presented to the Board at this meeting, and separate Schedules thereto substantially in the form attached to the Agreement; and

Whereas, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Schedules relating thereto from time to time as provided in the Agreement for the purchase, acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided;

Now, Therefore, Be It Resolved by the City Commission of the City of Palatka, Florida, as the governing body of the Lessee, as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto), in the form presented to the Board at this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto) are hereby approved in substantially the forms presented at this meeting, with such insertions,

omissions and changes as shall be approved by the Mayor and City Manager of the Lessee (the "Authorized Officials") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officials are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Rental Payment Schedule attached thereto and any related exhibits attached thereto if and when required; provided, however, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rental Payments under all Leases entered into pursuant to the Agreement shall not exceed \$777,800; (b) the maximum term under any Lease entered into pursuant to the Agreement shall not exceed seven years; and (c) the maximum interest rate used to determine the interest component of Rental Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or ten percent (10%) per annum. The Authorized Officials may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Agreement on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two years from the date hereof during which the Authorized Officials are authorized to sign and deliver Leases pursuant to the Agreement on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Final Acceptance Certificates, Escrow Agreements and any tax certificate and agreement, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, any Escrow Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, any Escrow Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease entered into pursuant to the Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Agreement.

Section 5. Appointment of Authorized Lessee Representatives. The Mayor and City Manager of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease and the related Escrow Agreement until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease or Escrow Agreement.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

The undersigned, the duly appointed and acting City Clerk of the City of Palatka, Florida, the Lessee identified in the above Resolution No. 2014-10-_____ (the "Resolution"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on April 10, 2014. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 10th day of April, 2014.

CITY OF PALATKA

By: Its **MAYOR**

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

SOURCES AND USES OF FUNDS

City of Palatka, Florida
2014 Lease Financing

Final Numbers
Bank of America

Sources:	2014 Police Vehicles and Equipment Lease	2014 Sanitation Truck Lease	Total
Bond Proceeds:			
Par Amount	520,700.00	257,100.00	777,800.00
	520,700.00	257,100.00	777,800.00
Uses:	2014 Police Vehicles and Equipment Lease	2014 Sanitation Truck Lease	Total
Project Fund Deposits:			
2014 Dodge Charger (13)	422,670.00		422,670.00
2014 Ford Interceptor SUV (2)	75,300.00		75,300.00
2014 Ford Cargo Van (1)	22,655.00		22,655.00
Mack Sanitation Truck (1)		257,090.63	257,090.63
	520,625.00	257,090.63	777,715.63
Other Uses of Funds:			
Additional Proceeds	75.00	9.37	84.37
	520,700.00	257,100.00	777,800.00

BOND SUMMARY STATISTICS

City of Palatka, Florida
2014 Lease Financing

Final Numbers
Bank of America

Dated Date	04/15/2014
Delivery Date	04/15/2014
Last Maturity	04/15/2021
Arbitrage Yield	1.620000%
True Interest Cost (TIC)	1.620000%
Net Interest Cost (NIC)	1.620000%
All-In TIC	1.620000%
Average Coupon	1.620000%
Average Life (years)	3.165
Duration of Issue (years)	3.076
Par Amount	777,800.00
Bond Proceeds	777,800.00
Total Interest	39,881.97
Net Interest	39,881.97
Total Debt Service	817,681.97
Maximum Annual Debt Service	149,270.71
Average Annual Debt Service	116,811.71

Underwriter's Fees (per \$1000)
Average Takedown
Other Fee

Total Underwriter's Discount

Bid Price 100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond	777,800.00	100.000	1.620%	3.165	240.15
	777,800.00			3.165	240.15

	TIC	All-In TIC	Arbitrage Yield
Par Value	777,800.00	777,800.00	777,800.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	777,800.00	777,800.00	777,800.00
Target Date	04/15/2014	04/15/2014	04/15/2014
Yield	1.620000%	1.620000%	1.620000%

BOND PRICING

City of Palatka, Florida
2014 Lease Financing

Final Numbers
Bank of America

Bond Component	Maturity Date	Amount	Rate	Yield	Price
2014 Police Vehicles and Equipment Lease, Bond:					
	10/15/2014	51,000	1.620%	1.620%	100.000
	04/15/2015	51,200	1.620%	1.620%	100.000
	10/15/2015	51,100	1.620%	1.620%	100.000
	04/15/2016	51,000	1.620%	1.620%	100.000
	10/15/2016	51,900	1.620%	1.620%	100.000
	04/15/2017	51,900	1.620%	1.620%	100.000
	10/15/2017	52,700	1.620%	1.620%	100.000
	04/15/2018	52,700	1.620%	1.620%	100.000
	10/15/2018	53,600	1.620%	1.620%	100.000
	04/15/2019	53,600	1.620%	1.620%	100.000
		<u>520,700</u>			
2014 Sanitation Truck Lease, Bond:					
	10/15/2014	12,000	1.620%	1.620%	100.000
	04/15/2015	13,000	1.620%	1.620%	100.000
	10/15/2015	18,500	1.620%	1.620%	100.000
	04/15/2016	18,600	1.620%	1.620%	100.000
	10/15/2016	18,800	1.620%	1.620%	100.000
	04/15/2017	18,900	1.620%	1.620%	100.000
	10/15/2017	19,200	1.620%	1.620%	100.000
	04/15/2018	19,200	1.620%	1.620%	100.000
	10/15/2018	19,500	1.620%	1.620%	100.000
	04/15/2019	19,500	1.620%	1.620%	100.000
	10/15/2019	19,800	1.620%	1.620%	100.000
	04/15/2020	19,800	1.620%	1.620%	100.000
	10/15/2020	20,200	1.620%	1.620%	100.000
	04/15/2021	20,100	1.620%	1.620%	100.000
		<u>257,100</u>			
		<u>777,800</u>			

Dated Date	04/15/2014	
Delivery Date	04/15/2014	
First Coupon	10/15/2014	
Par Amount	777,800.00	
Original Issue Discount		
Production	777,800.00	100.000000%
Underwriter's Discount		
Purchase Price	777,800.00	100.000000%
Accrued Interest		
Net Proceeds	777,800.00	

BOND DEBT SERVICE BREAKDOWN

City of Palatka, Florida
2014 Lease Financing-----
Final Numbers
Bank of America

Period Ending	2014 Police Vehicles and Equipment Lease	2014 Sanitation Truck Lease	Total
09/30/2015	110,222.24	29,067.82	139,290.06
09/30/2016	108,465.79	40,710.17	149,175.96
09/30/2017	108,505.29	40,706.72	149,212.01
09/30/2018	108,417.25	40,792.74	149,209.99
09/30/2019	108,502.48	40,768.23	149,270.71
09/30/2020		40,734.00	40,734.00
09/30/2021		40,789.24	40,789.24
	544,113.05	273,568.92	817,681.97

BOND DEBT SERVICE BREAKDOWN

City of Palatka, Florida
2014 Lease Financing

Final Numbers
Bank of America

Period Ending	2014 Police Vehicles and Equipment Lease	2014 Sanitation Truck Lease	Total	Annual Total
03/30/2015	55,217.67	14,082.51	69,300.18	
09/30/2015	55,004.57	14,985.31	69,989.88	139,290.06
03/30/2016	54,489.85	20,380.01	74,869.86	
09/30/2016	53,975.94	20,330.16	74,306.10	149,175.96
03/30/2017	54,462.84	20,379.50	74,842.34	
09/30/2017	54,042.45	20,327.22	74,369.67	149,212.01
03/30/2018	54,422.06	20,474.13	74,896.19	
09/30/2018	53,995.19	20,318.61	74,313.80	149,209.99
03/30/2019	54,468.32	20,463.09	74,931.41	
09/30/2019	54,034.16	20,305.14	74,339.30	149,270.71
03/30/2020		20,447.19	20,447.19	
09/30/2020		20,286.81	20,286.81	40,734.00
03/30/2021		20,526.43	20,526.43	
09/30/2021		20,262.81	20,262.81	40,789.24
	544,113.05	273,568.92	817,681.97	817,681.97

BOND DEBT SERVICE

City of Palatka, Florida
2014 Lease Financing

Final Numbers
Bank of America

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
03/30/2015	63,000	1.620%	6,300.18	69,300.18	
09/30/2015	64,200	1.620%	5,789.88	69,989.88	139,290.06
03/30/2016	69,600	1.620%	5,269.86	74,869.86	
09/30/2016	69,600	1.620%	4,706.10	74,306.10	149,175.96
03/30/2017	70,700	1.620%	4,142.34	74,842.34	
09/30/2017	70,800	1.620%	3,569.67	74,369.67	149,212.01
03/30/2018	71,900	1.620%	2,996.19	74,896.19	
09/30/2018	71,900	1.620%	2,413.80	74,313.80	149,209.99
03/30/2019	73,100	1.620%	1,831.41	74,931.41	
09/30/2019	73,100	1.620%	1,239.30	74,339.30	149,270.71
03/30/2020	19,800	1.620%	647.19	20,447.19	
09/30/2020	19,800	1.620%	486.81	20,286.81	40,734.00
03/30/2021	20,200	1.620%	326.43	20,526.43	
09/30/2021	20,100	1.620%	162.81	20,262.81	40,789.24
	777,800		39,881.97	817,681.97	817,681.97

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

**MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT
(FLORIDA VERSION)**

This Master Equipment Lease/Purchase Agreement (this “Agreement”) dated as of _____, and entered into between Bank of America, N. A., a national banking association (“Lessor”), and City of Palatka, Florida, a [body corporate and politic/municipality] existing under the laws of the State of Florida (“Lessee”).

WITNESSETH:

Whereas, Lessee desires to lease and acquire from Lessor certain equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and in the event of a conflict the terms of a Schedule prevail; and

Whereas, the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

Whereas, Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the Schedules hereto for the purposes set forth herein;

Now, Therefore, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“*Acquisition Amount*” means the amount specified in each Lease and represented by Lessee to be sufficient to acquire the Equipment listed in such Lease, which amount shall be not less than \$100,000 per Lease for Leases where the Acquisition Amount is to be paid directly to the Vendor.

“*Acquisition Fund*” means, with respect to any Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

“*Acquisition Fund Agreement*” means, with respect to any Lease, an Acquisition Fund Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered.

“*Acquisition Fund Custodian*” means the Acquisition Fund Custodian identified in any Acquisition Fund Agreement, and its successors and assigns.

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

“*Acquisition Period*” means, with respect to each Lease, that period stated in the Schedule to such Lease during which the Lease Proceeds attributable to such Lease may be expended on Equipment Costs.

“*Act*” means, collectively, _____, the Constitution of the State, and other applicable provisions of law.

“*Agreement*” means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.06.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

“*Commencement Date*” means, for each Lease, the date when Lessee’s obligation to pay Rental Payments commences under such Lease, which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, or (ii) the date on which sufficient moneys to purchase the Equipment listed in such Lease are deposited for that purpose with an Acquisition Fund Custodian.

“*Equipment*” means the property listed in each of the Leases and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“*Equipment Costs*” means, to the extent permitted by the Act, the total cost of the Equipment listed in each Lease, including all delivery charges, installation charges, capitalizable consulting and training fees approved by Lessor, legal fees, financing costs, motor vehicle registration fees, recording and filing fees, and other costs necessary to vest full, clear legal title to the Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in each Lease, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in each Lease; provided that in no event shall approved consulting and training fees or other non-capitalizable “soft” costs relating to the Equipment listed in any Lease which are to be financed by Lessor hereunder exceed 2% of the total cost of such Equipment as determined by Lessor; and provided further, that in no event shall capitalizable delivery charges, installation charges, taxes and similar capitalizable “soft costs” relating to such Equipment be included without Lessor’s prior consent.

“*Expense Fund*” means, with respect to any Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement.

“*Event of Default*” means an Event of Default described in Section 12.01.

“*Lease*” means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule. Each Schedule with the incorporated terms of this Agreement shall constitute a separate and independent Lease.

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

“*Lease Proceeds*” means, with respect to each Lease, the total amount of money to be paid by Lessor to the Acquisition Fund Custodian for deposit and application in accordance with such Lease and the Acquisition Fund Agreement.

“*Lease Term*” for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated.

“*Lessee*” means the entity referred to as Lessee in the first paragraph of this Agreement.

“*Lessor*” means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease or any Lease (including Rental Payments thereunder) pursuant to Section 11.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

“*Original Term*” means the period from the Commencement Date for each Lease until the end of the fiscal year of Lessee in effect at such Commencement Date.

“*Purchase Price*” means, with respect to the Equipment listed on a Lease, the amount that Lessee may pay to Lessor to purchase such Equipment as provided in such Lease.

“*Renewal Terms*” means the renewal terms of each Lease, each having a duration of one year and a term coextensive with Lessee’s fiscal year, as specified in the Schedule applicable thereto.

“*Rental Payments*” means the basic rental payments payable by Lessee under each Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.

“*Schedule*” means each separately numbered Schedule of Property substantially in the form of Exhibit A hereto together with a Rental Payment Schedule attached thereto substantially in the form of Exhibit A-1 hereto.

“*State*” means the State of Florida.

“*Utilization Period*” means the date, with respect to each Lease not funded under an Acquisition Fund Agreement, by which Lessee must deliver an Acceptance Certificate for the Equipment under such Lease as indicated in Section 5.01(a).

“*Vendor*” means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier from whom Lessor arranged Lessee’s acquisition and financing of the Equipment pursuant to the applicable Lease.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. This Section 2.01 sets forth facts and estimates upon which Lessor and its counsel may rely regarding the exclusion of the interest portion of the Rental Payments from the gross income of Lessor, and the facts and estimates upon which Lessee bases its reasonable expectation that the obligation to make Rental Payments pursuant to the Leases does not create an arbitrage bond under Section 148 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations.

Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a state or a political subdivision thereof within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, including the Act, with full power and authority to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease.

(b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, 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 each Lease.

(c) 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 exists at the date hereof. Lessee is not in default under any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument to which Lessee is a party.

(d) The entering into and performance of each Lease by Lessee will not violate any judgment, order, or regulation applicable to Lessee, and except as otherwise expressly provided in this Agreement, result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of Lessee pursuant to any indenture, mortgage, deed of trust, bank loans, credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.

(e) There are no actions, suits or proceedings pending or, to the knowledge of Lessee, threatened against or affecting Lessee in any court or before any governmental commission, board or authority, which, if adversely determined, will have a material adverse effect on the ability on Lessee to perform its obligations under this Agreement or any Lease.

(f) Lessee has complied and will comply with Sections 218.38, 218.385(2) and 218.385(3), Florida Statutes, with respect to each Lease.

(g) The interest rate for the interest portion of the Rental Payments, on the first date interest begins to accrue, does not exceed a rate of interest permitted by Section 215.84, Florida Statutes.

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

(h) 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.

(i) Lessee has complied and will comply with such open meeting laws and public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease or, in the case of public bidding requirements, has otherwise complied and will comply with Section 218.385(1), Florida Statutes, in connection with each Lease.

(j) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee permitted under the Act. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under each Lease.

(k) Lessee has kept, and throughout the Lease Term will keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including a balance sheet, statement of revenues, expenses and changes in fund balances for budget and actual, statement of cash flows and notes, and schedules and attachments to the financial statements) within 180 days of its fiscal year end, (ii) quarterly financial statements (including a balance sheet, statement of revenues, expenses and changes in fund balances for budget and actual and statement of cash flows and notes) upon the request of Lessor, within 60 days of the end of the fiscal quarter for which such information has been requested, (iii) such other financial statements and information as Lessor may reasonably request, and (iv) its annual budget for the following fiscal year within 90 days of the adoption of such budget. Such statements in clause (i) above shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(l) The proceeds of the Lease, together with investment earnings thereon, will be expended to acquire Equipment within 6 months from the first day of the Original Term.

(m) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term of such item. The use of the Equipment is essential to Lessee's proper efficient and economic operation.

(n) The original proceeds of each Lease, and the interest to be earned thereon, do not and will not exceed the amount necessary for the purpose for which such Lease is executed.

(o) No sinking fund is expected to be created by Lessee with respect to any Lease or the Rental Payments.

(p) No other governmental obligations of Lessee are being issued at substantially the same time and sold pursuant to a common plan of financing which will be paid out of (or have

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

substantially the same claim to be paid out of) substantially the same source of funds as each Lease.

(q) No portion of the amounts received pursuant to each Lease will be used as a substitute for other funds which were otherwise to be used as a source of financing for any portion of the costs of Equipment and which have been and will be used to acquire, directly or indirectly, obligations producing a yield in excess of the yield on each Lease.

(r) In connection with the execution and delivery of each Lease, no action has or will be taken which attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated thereunder by (i) enabling Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage and (ii) over burdening the tax-exempt bond market.

(s) Lessee will not directly or indirectly use or permit the use of any proceeds of a Lease, or take or omit to take any action, that would cause the Rental Payments to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(t) Lessee will submit to the Secretary of the Treasury information reporting statements and other information related to each Lease at the times and in the forms required by the Code.

(u) To the best of the knowledge and belief of Lessee, the expectations of Lessee, as set forth in this Section 2.01, are reasonable, and there are no present facts, estimates and circumstances which would change the expectations contained therein.

(v) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee’s financial condition or impairs its ability to perform its obligations hereunder. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor’s security interest in the Equipment and Lessor’s rights and benefits under this Lease.

(w) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (1) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (2) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Equipment Costs for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(x) Lessee has reviewed and will review Internal Revenue Service Form 8038-G to be filed in connection with the execution and delivery of each Lease, and all of the information contained therein is, and will be, to the best of Lessee’s knowledge, true and correct, and Lessee

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

will cause such Form 8038-G to be filed not later than 30 days after the execution and delivery of each Lease.

(y) Lessee reasonably expects that at least 85% of the proceeds of each Lease will be expended for the governmental purpose of the Lease within 3 years of the initial date of the Lease term, and less than 50% of the proceeds of each Lease will be invested in investment securities with a substantially guaranteed yield for 4 years or longer.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms of this Master Lease, Lessor agrees to provide the funds specified as the “Acquisition Amount” in each Lease to acquire the Equipment. Upon the execution of each Lease, Lessor demises, leases, transfers and lets to Lessee, and Lessee acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof.

Section 3.02. Continuation of the Lease Term. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee terminates such Lease pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

Lessee intends, subject to Section 3.03, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee affirms that sufficient funds are available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Subject to Section 3.03, Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee’s then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

Section 3.04. Substitution. Lessee reserves the right to substitute Equipment of the same quantity and general type with the approximate equal value, utility and remaining useful life as the Equipment so replaced. Such substitution is subject to Lessor's prior written consent, which consent shall not be unreasonably withheld, and shall be reflected in an amendment to the appropriate Schedule.

Section 3.05. Conditions to Lessor's Performance Under Any Lease.

(a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor the following:

- (i) A fully completed Schedule, executed by Lessee;
- (ii) An Acquisition Fund Agreement, executed by Lessee and the Acquisition Fund Custodian, unless Lessor pays 100% of the Acquisition Amount directly to the Vendor upon execution of the Lease;
- (iii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;
- (iv) A certified copy of a resolution or other official action of Lessee's governing body authorizing the execution and delivery of the Lease and performance by Lessee of its obligations thereunder;
- (v) An opinion of counsel to Lessee in substantially the form attached hereto as Exhibit D respecting such Lease and otherwise satisfactory to Lessor;
- (vi) An executed Essential Use/Source of Funds Certificate in substantially the form attached hereto as Exhibit E;
- (vii) Evidence of insurance as required by Section 7.02 hereof;
- (viii) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor;
- (ix) A copy of a fully completed and executed Form 8038-G; and
- (x) Such other items, if any, as are set forth in such Lease or are reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations pursuant to any Lease shall be subject to: (i) no material adverse change in the financial condition of Lessee since the date of this Agreement, (ii) no Event of Default having occurred, and (iii) if no

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

Acquisition Fund has been established, the Equipment must be accepted by Lessee no later than _____ (the "Utilization Period").

(c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition Amount for Equipment described in a Schedule to the Vendor upon receipt of the documents described in Section 5.01; or if an Acquisition Fund has been established pursuant to an Acquisition Fund Agreement, Lessor will deposit the Acquisition Amount for Equipment described in the Schedule with the Acquisition Fund Custodian.

(d) This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in each Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the rate of 16% per annum or the maximum amount permitted by law, whichever is less, from such date. Rental Payments consist of principal and interest payments as more fully detailed on each Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the Balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee. THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE REVENUES APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE UNDER A LEASE FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

REVENUES APPROPRIATED BY LESSEE ON AN ANNUAL BASIS, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF LESSEE, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF ARE PLEDGED FOR PAYMENT OF SUCH SUMS DUE UNDER A LEASE.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by lessee, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances.

Section 4.05. Tax Covenant. Lessee agrees that it will not take, or fail to take in a timely manner, any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, including, without limitation, the calculation and payment of any rebate required to preserve such exclusion. Subject to Lessee's right to terminate the Lease as provided herein, the foregoing covenant shall remain in effect until the date on which all obligations of Lessee in fulfilling the above covenant under the Code have been met.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, "Event of Taxability" means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee's action or failure to take any action.

Section 4.07. Mandatory Prepayment. If the Lease Proceeds are deposited into an Acquisition Fund, any funds remaining in the Acquisition Fund on or after the Acquisition Period and not applied to Equipment Costs, shall be applied, in Lessor's discretion based upon the amount remaining in such Fund, on the next Rental Payment date to either: (i) all or a portion of the next Rental Payment and if such amount is in excess of the next Rental Payment then, any remaining balance shall be applied to all or a portion of the next succeeding Rental Payments until fully applied; or (ii) as prepayment to the remaining principal balance owing under the Schedule in the inverse order of maturity; provided, however, if the amount remaining in such Fund consists solely of investment earnings, such excess amounts may be refunded directly to Lessee.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of Equipment.

(a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Leases, and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in the form attached hereto as Exhibit B.

(b) Lessee shall deliver to Lessor original invoices and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Acquisition Fund, Lessor shall, upon receipt of an Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule. Lessee shall execute and deliver such Schedules to Lessor within 5 business days of receipt.

Section 5.02. Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in the related Lease. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the related Lease.

Section 5.03. Location and Inspection of the Equipment. Once installed, Lessee will not move any item of the Equipment from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. Lessee shall promptly provide any information about the Equipment or a Lease that may be reasonably requested by Lessor.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights under the Lease.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in accordance with manufacturer's recommendations. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. If commercially available, Lessee will maintain in force a standard maintenance contract with the

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

manufacturer of the Equipment, and upon request will provide Lessor with a copy of that contract. Upon the prior written consent of Lessor, which consent shall not be unreasonably withheld, Lessee may use another third party maintenance provider provided the maintenance contract between Lessee and such third party requires the third party to maintain the Equipment at the manufacturer's then current release, revision and engineering change levels, including hardware, software enhancements and microcode levels. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for herein.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During each Lease Term, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein except as provided in Section 12.02(c). In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.02. Upon purchase of the Equipment under a Lease by Lessee pursuant to Section 10.01, Lessor's interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's interest in Equipment subject to the related Lease.

Section 6.02. Personal Property. The Equipment 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 Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by each

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental, municipal or public purpose or function of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. 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 each Lease Term. In the event that the installation of any component of any item of Equipment could be deemed to require a performance and payment bond under Section 255.05, Florida Statutes, or be deemed subject to the mechanic's lien provisions of Chapter 713, Florida Statutes, or any successor statute to each, as they may be amended from time to time, Lessee shall require such bonds, post such notices and do all other things provided for under such laws in order to keep the Equipment free of and exempt from all liens.

Section 7.02. Insurance. Lessee shall during each Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as additional insured and loss payee and insuring the Equipment 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 at least equal to the then applicable Purchase Price of the Equipment; (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor; and (c) worker's compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clause (a). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. All insurance policies required by this Section 7.02 shall be taken out and maintained with responsible insurance companies qualified to do business in the State and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least 30 days before the cancellation or revision becomes effective.

Section 7.03. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of 16% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided in the related Lease, if, prior to the termination of the applicable Lease Term, (a) the

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

Equipment 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 Equipment 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, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

If Lessee elects to replace any item of the Equipment (the “Replaced Equipment”) pursuant to this Section, the replacement equipment (the “Replacement Equipment”) shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor’s security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute “Equipment” for purposes of this Master Equipment Lease and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rent Payment date after the occurrence of a casualty event, or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term “Net Proceeds” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof.

Section 8.02. 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 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the applicable Lease Term shall terminate and Lessor’s security interest in the Equipment shall terminate as provided in Article VI hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. 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 Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" Basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Lessor of the Equipment.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase all of the Equipment listed in a Lease, upon giving written notice to Lessor at least 30, but not more than 120, days before the date of purchase, at the following times and upon the following terms:

(a) From and after the date specified in the related Schedule (the "Purchase Option Commencement Date"), on the Rental Payment dates specified in each Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price, and any prepayment premium on the unpaid balance as set forth in the applicable Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the Purchase Option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price; or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of \$1.00 to Lessor.

ARTICLE XI

Section 11.01. Assignment by Lessor. Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under any and all of the Leases, and all proceeds therefrom 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, however, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust, interests in which are offered and sold in a private placement or limited offering only to investors whom Lessor reasonably believes are qualified institutional buyers or accredited investors within the meaning of the applicable federal securities law; provided further, however, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. No assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the term of each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. 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 shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's rights in, to and under the Lease related to the Equipment listed in a particular Lease. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title, and interest in, to and under any Lease or any portion of the Equipment may be assigned or encumbered by Lessee without prior written consent of Lessor.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under a Lease, subject to Section 3.03:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under any Lease at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 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

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

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 any Lease 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) Any default occurs under any other agreement for borrowing money or receiving credit under which Lessee may be obligated as borrower, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the indebtedness;

(e) 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;

(f) 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 or 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 30 consecutive days; or

(g) Lessee shall consolidate, merge or otherwise combine with any other entity, or sell, lease or dispose of all or a substantial portion of its assets.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, 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) Lessor may by notice in writing to Lessee terminate the Lease, whereupon all rights of Lessee to use the Equipment shall cease and terminate;

(b) By written notice to Lessee, Lessor may demand that Lessee pay, as liquidated damages for loss of a bargain and not as a penalty, all unpaid Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term;

(c) With or without terminating the Lease Term under such Lease, Lessor may request that Lessee at Lessee's expense promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify. In such event, Lessor shall use its best efforts to sell or lease such Equipment or, for the account of Lessee, sublease such Equipment. If Lessee returns the Equipment and Lessor sells, leases or otherwise disposes of any or all of the Equipment, Lessor shall apply the proceeds of such sale,

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

lease or other disposition in the following order of priority: FIRST, to pay all of Lessor's costs, charges and expenses incurred in taking, holding, repairing, selling, leasing or otherwise disposing of Equipment, then SECOND, to the extent not previously paid by Lessee, to pay Lessor all Rental Payments under the applicable Lease through the termination date, then THIRD, to pay the Purchase Price applicable as of the end of the then current Original Term or Renewal Term, as set forth in the Schedule for such Equipment, then FOURTH to pay any remainder to Lessee. Lessee shall not be liable for any deficiency after sale, lease or other disposition of the Equipment. If Lessee elects not to return the Equipment, Lessor is entitled to payment of unpaid Rental Payments through the date of Lessor's request to return the Equipment plus the then applicable Purchase Price, as set forth in the applicable Schedule for such Equipment. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein; and

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease.

Section 12.03. 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 a Lease 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.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro rata.

ARTICLE XIII

Section 13.01. No Fees Paid by Lessor. Lessor hereby certifies that it has not paid or has not promised to pay, directly or indirectly, a fee to any person not regularly employed by Lessor to act as an intermediary between Lessee and Lessor for the purpose of influencing any transaction in connection with this Agreement or any Lease.

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

Section 13.02. Notices. All notices, certificates or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.03. Release and Indemnification. To the extent permitted by law, but only from legally available funds, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as a result of (a) the entering into of this Agreement or any Lease, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant in a Lease or any material misrepresentation contained in a Lease. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

Section 13.04. Binding Effect. Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.05. Severability. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. Any provisions in this Lease which are in conflict with any statute, law or applicable rule shall be deemed omitted, modified or altered to conform thereto.

Section 13.06. Amendments, Changes and Modifications. Each Lease may only be amended by Lessor and Lessee in writing.

Section 13.07. Execution in Counterparts. Each Lease 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.

Section 13.08. Applicable Law. Each Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.09. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

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.

LESSOR:
Bank of America, N. A.
555 California Street, 4th Floor
San Francisco, California 94104

LESSEE:
City of Palatka, Florida

By _____

Title _____

By _____

Title _____

(Seal)

Attest:

By _____

Title _____

DRAFT

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

EXHIBIT A

SCHEDULE OF PROPERTY NO. _____

Re: Master Equipment Lease/Purchase Agreement, dated as of _____, between Bank of America, N. A., as Lessor, and _____, as Lessee

1. Defined Terms. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “Master Equipment Lease”).

2. Equipment. The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease.

Quantity	Description	Serial No.	Model No.	Location

3. Payment Schedule.

(a) Rental Payments. The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1. Rental Payments shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit B to the Master Equipment Lease or the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Acquisition Fund Custodian, whichever is earlier.

(b) Purchase Price Schedule. The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the “Purchase Price” column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse change in Lessee’s financial condition has occurred since the date of the Master Equipment Lease.

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

5. The Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

[OPTION: IF ACQUISITION FUND AGREEMENT IS USED:

6. Acquisition Amount. The Acquisition Amount for the Equipment described in this Schedule, to be deposited in the Acquisition Fund designated “_____” for Account No. _____, is \$ _____.

OR IF VENDOR PAID DIRECTLY, USE:

6. Acquisition Amount. The Acquisition Amount for the Equipment described in this Schedule to be paid to the Vendor is \$ _____.]

[OPTION: IF ACQUISITION FUND AGREEMENT IS USED:

7. Acquisition Period. The Acquisition Period applicable to this Schedule shall end at the conclusion of the ____ month following the date hereof.]

8. Bank-qualified Representation of Lessee (tax exempt). In order to qualify the Lease and each Schedule as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code, Lessee further represents, warrants and covenants the following for the benefit of Lessor:

- (i) the obligations evidenced by the Lease and this Schedule are not “private activity bonds” as defined in Section 141 of the Code;
- (ii) Lessee hereby designates the principal payments on the Lease and this Schedule as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (iii) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by Lessee (and all entities treated as one issuer with Lessee, and all subordinate entities whose obligations are treated as issued by Lessee) during the current calendar year will not exceed \$10,000,000; and
- (iv) not more than \$10,000,000 of obligations issued by Lessee during the current calendar year will be designated for purposes of Section 265(b)(3) of the Code.

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

Dated: _____

LESSOR:
Bank of America, N. A.
555 California Street, 4th Floor
San Francisco, California 94104

LESSEE:

By _____
Title _____

By _____
Title _____

(Seal)

Attest:

By _____

Title _____

DRAFT

EXHIBIT A-1

RENTAL PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Purchase Price[*]

[*The Purchase Option Commencement Date shall be _____. The Purchase Price payable (i) on any Rental Payment date is the amount equal to the aggregate principal portion of the remaining Rental Payments after payment of the Rental Payment payable on such Rental Payment date, plus a prepayment premium described below which is in addition to the amount stated in the "Purchase Price" column above and (ii) on any date other than a Rental Payment date is the amount equal to the aggregate principal portion of the remaining Rental Payments plus an amount equal to the interest portion of such Rental Payments accrued thereon to such date, without such prepayment premium or penalty.

Date of Purchase	Premium

For purposes of this Lease, "Taxable Rate," with respect to the interest component of Rental Payments, means an annual rate of interest equal to ____%.

Lessee:

By _____

Title _____

After payment of the applicable Purchase Price, Lessee will own the related Equipment, free and clear of any obligations under the related Lease.

EXHIBIT B

ACCEPTANCE CERTIFICATE

Bank of America, N. A.
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated _____,
to Master Equipment Lease/Purchase Agreement, dated as of
_____, between Bank of America, N. A., as Lessor, and
_____, as Lessee

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: _____

LESSEE:

By _____

Title _____

(Seal)

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

EXHIBIT C

[CLERK/SECRETARY] CERTIFICATE

The undersigned, a duly elected and acting [Clerk/Secretary] of _____
("Lessee") certifies as follows:

A. The following listed persons are duly elected and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of _____ and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between _____ and Bank of America, N. A. and these Agreements are binding and authorized Agreements of Lessee, enforceable in all respects in accordance with their terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated _____ By _____
Title _____

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

EXHIBIT D

OPINION OF COUNSEL TO LESSEE

Bank of America, N. A.
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated _____,
to Master Equipment Lease/Purchase Agreement, dated as of _____,
_____, between Bank of America, N. A., as Lessor, and
_____, as Lessee

Ladies and Gentlemen:

As legal counsel to _____ (“Lessee”), I have examined (a) an executed counterpart of a certain Master Equipment Lease/Purchase Agreement, dated as of _____, and Exhibits thereto by and between Bank of America, N. A. (“Lessor”) and Lessee (the “Agreement”), and an executed counterpart of Schedule of Property No. _____, dated _____, by and between Lessor and Lessee (the “Schedule”), which, among other things, provides for the lease of certain property listed in the Schedule (the “Equipment”), (b) an executed counterpart of the ordinances or resolutions of Lessee which, among other things, authorize Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Schedule are herein referred to collectively as the “Lease”.

Based on the foregoing, I am of the following opinions:

1. Lessee is a [public body corporate and politic, duly organized/municipality duly created] and existing under the laws of the State, and [has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power][is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the “Code”), and the obligations of Lessee under the Agreement will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code];
2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease;
3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms;
4. The authorization, approval, execution and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in

SAMPLE – SUBJECT TO FINAL CREDIT AND LEGAL REVIEW AND APPROVAL

accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws;

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment thereunder; and

6. The portion of rentals designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor's gross income for federal income tax purposes under Section 103 of the Code; and such interest is not a specific item for purposes of the federal individual or corporate alternative minimum taxes.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Yours truly,

EXHIBIT E

ESSENTIAL USE/SOURCE OF FUNDS CERTIFICATE

Bank of America, N. A.
555 California Street, 4th Floor
San Francisco, California 94104

Re: Master Equipment Lease/Purchase Agreement dated _____,
Schedule of Property No. _____ dated _____

This certificate confirms and affirms that the Equipment described in the Agreement referenced above is essential to the governmental, municipal or public purposes or functions of Lessee or to the services Lessee provides its citizens. Further, Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions permitted under the Act (as defined in the Agreement referenced above).

Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period, subject to annual appropriation.

[Lessee]

By _____

Name _____

Title _____

Agenda Item

7



CITY COMMISSION AGENDA ITEM

SUBJECT:

RESOLUTION authorizing the execution of Change Order #2 to the Poseidone, LLC Contract Agreement for the completion of the Riverboats refurbishment/renovation of Vessel #1, and the substitution of a pontoon-style vessel for Vessel #2 - Adopt

SUMMARY:

In September 2011 the City entered into an agreement with Poseidone, LLC of Tavares, Florida to refurbish and renovate two riverboats the City had previously acquired. The cost to renovate the vessels was initially fully funded by state and federal grants. After a lengthy period of conflict and disagreement over the contractual responsibilities of the parties, the City and the contractor negotiated a resolution, which was contained in Change Order #1, as approved by the commission in Resolution 2013-9-165, adopted in September, 2013.

The Contractor has been diligently working on vessel #1 and has made significant progress toward completion. The City, the City's Marine Surveyor and proposed operator have been meeting with the Contractor and have identified needed additions to vessel #1 to make it more functional and easier to operate when it is put into service. The proposed extra cost for these additions is \$28,979.00. After reviewing the limitations of vessel #1, maximum speed of the vessel, fuel consumption, and cost of daily operation, the Parties, which included representatives from FDOT, agreed that the renovation of vessel #2 will not meet the City's needs as described in the grant agreement for the project. The parties agree that vessel #2 should be a pontoon-style vessel with a displaced hull to overcome many of the deficiencies with vessel #1. The City and Contractor have negotiated a change order to accomplish those overall objectives.

Change Order #2 extends the contract period for the completion of vessels #1 and #2, and decreases the overall contract price from \$766,080.78 as approved in Change Order #1 to \$716,001.78 as recommended in Change Order #2, for an overall decrease of \$50,079.00.

RECOMMENDED ACTION:

Adopt the resolution approving Change Order #2 to the agreement between Poseidone, LLC and the City of Palatka for the completion of the refurbishment/renovation of Vessel #1 and the substitution of a pontoon-style vessel for Vessel #2 and authorizing the City Manager to execute the change order on behalf of the City.

ATTACHMENTS:

Description	Type
<input type="checkbox"/> <u>Resolution</u>	Resolution Letter
<input type="checkbox"/> <u>Change Order #2 - Poseidone LLC</u>	Exhibit
<input type="checkbox"/> <u>Itemized List for Change Order #2</u>	Cover Memo

RESOLUTION No. 2014-10-

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ACCEPTING AND ADOPTING CHANGE ORDER #2 FOR PROJECT (REFURBISH/RENOVATE PALATKA WATER TAXIS - FDOT FINANCIAL PROJECT #410572-1-94-90) TO THE CONTRACT BETWEEN THE CITY OF PALATKA, FLORIDA AND POSEIDONE, LLC OF TAVARES, FLORIDA FOR THE REFURBISHMENT AND RENOVATION OF RIVERBOAT VESSELS, AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST SAID CHANGE ORDER #2

WHEREAS, in September 2011, the City of Palatka executed a contract with Poseidone, LLC of Tavares, Florida to refurbish and renovate two riverboats to be based and operated on the City's riverfront for the purpose of providing eco-tourism and historical tours; and,

WHEREAS, the terms of the contract between the parties specified a contract amount of seven hundred nine thousand and thirty four dollars (\$709,034.00) with both vessels being completed and operational by July 2, 2012 per the terms of a Change Order authorized by the City Commission on March 8, 2012, and the project being entirely funded by Federal and State Grants; and

WHEREAS, Poseidone, LLC began work in the fall of 2011 on the restoration of the vessels and halted work in the spring of 2012 when a series of disputes arose between the parties; and

WHEREAS, the parties, along with Poseidone's surety (American Southern Insurance Company), have been meeting and negotiating to equitably resolve the differences between the parties; and

WHEREAS, the parties negotiated an agreement in the form of a Change Order, which is Change Order #1, which was approved by the City Commission in September 2013 by adoption of Resolution 2013-9-165, in order to resolve the differences between the parties; and

WHEREAS, the parties have met, negotiated, and tentatively agreed to an additional Change Order to make design and material changes to Vessel #1, and to substitute a pontoon-style vessel as Vessel #2, which can be operated much more efficiently than the originally intended renovated vessel #2.

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

1. That Change Order #2, a copy of which is attached to this resolution as Exhibit "A" and incorporated herein by reference, is hereby conditionally approved, based upon its execution by Poseidone, LLC and the approval and acceptance of Change Order #2 by the Florida Department of Transportation; and
2. That the City Manager and City Clerk are hereby authorized to execute and attest said Change Order #2 on behalf of the City of Palatka, Florida, thereby binding the City to its terms.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 10th day of April, 2014.

CITY OF PALATKA

**CITY OF PALATKA, FLORIDA
PUBLIC WORKS DEPARTMENT
CHANGE ORDER**

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

DATED: September 6, 2011

CHANGE ORDER NO: 2

DATED: March 31, 2014

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

JUSTIFICATION:

From January 2014 to present the City and Contractor along with the City's Marine Surveyor and Operator have met numerous times to discuss modifications to vessel #1 and substituting a three (3) pontoon design for vessel #2. The displacement hull design of the original boats limits their operation speed to approximately 7-8 knots. The speed and efficient operation of the vessels impact the viability of the operation. All parties agreed that the design of vessel #2 should be replaced with a design that allows for a more efficient operation and better aligns with the business plan outlined in the grant agreement. It is also important to note that the Operator has requested modifications to vessel #1 that will assist in their operation and this too has impacted the Contract amount and completion date of vessel #1.

1. Mutual agreement between the City and Contractor to extend the completion date for vessel #1 by ninety (90) days to May 27, 2014 and to extend the contract completion date by one-hundred and ninety days (190) days to November 23, 2014.
2. Mutual agreement between City and Contractor to deduct \$12,500 (City share) from the Contract amount for additional parts. Per change order #1 dated September 26, 2013, the City and Contractor mutually agreed to share in the costs of additional parts. By the substitution of a new vessel #2 design, additional parts intended for the original vessel #2 are no longer needed.
3. Mutual agreement between City and Contractor to share, fifty/fifty (50/50), in the cost of additional parts for vessel #1 up to thirty-seven thousand and five hundred dollars (\$37,500), eighteen thousand and seven hundred and fifty dollars (\$18,750) being the City's share. The cost for any remaining needed parts shall be borne 100% by Contractor.
4. Mutual agreement between City and Contractor to include design and material changes to vessel #1 (attached) totaling twenty-eight thousand and nine hundred and seventy-nine dollars (\$28,979.00).
5. Mutual agreement between City and Contractor that the City shall procure the engines for vessel #2 under separate contract and have them installed after taking delivery.

6. Mutual agreement between the City and Contractor to substitute the displacement hull design for a three (3) planning pontoon hull design on vessel #2 (attached) and to adjust the Contract amount as follows:

Deduct original cost of vessel #2	(354,500.00)
Deduct Contractor to take ownership of original hull #2	(10,000.00)
Deduct cost for additional parts	(12,500)
Add cost for new vessel #2	297,942.00
Add cost for changes to vessel #1	28,979.00
	TOTAL (50,079.00)

CURRENT CONTRACT AMOUNT: \$ 766,080.78

DECREASE IN CONTRACT AMOUNT: \$ (50,079.00)

NEW CONTRACT AMOUNT: \$ 716,001.78

CURRENT CONTRACT COMPLETION DATE: May 27, 2014

INCREASE IN CONTRACT TIME: 120 days

NEW CONTRACT COMPLETION DATE: December 3, 2014

ORDERED BY CITY OF PALATKA (City)

BY: _____

Michael J. Czymbor, City Manager

ATTEST:

Date: _____

City Clerk

WITNESSES (as to Contractor)

ACCEPTED BY POSEIDONE, LLC

BY: _____

Name/Title _____

Contractor Date: _____

**STATE OF FLORIDA
COUNTY OF PUTNAM**

I **HEREBY CERTIFY** that on this day before me, an officer duly qualified to take acknowledgments, personally appeared _____, who is ___ personally known to me or ___ who has produced proper identification, and who, executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal at Palatka, County of Putnam and State of Florida this ____ day of _____, 2014.

My Commission Expires:
(Seal)

Notary Public, State of Florida

\$ 28,979.00 additional cost for changes to Boat #1

GPS Chart Plotter (CO#2) and Depth finder (CO#2) Hummingbird 386ci Fishfinder / Chartplotter Combo	\$400.00
Quick pin or make all seats removable in the enclosed cabin to allow for kayak and bicycle transport CO#2	\$5,880.00
Fold –up tables for all seats within the enclosed cabin with recessed cup holders CO#	\$2,548.00
Add port and starboard access aft and modify the rear seats to fold up CO#2	\$10,642.00
Construct stairs/steps for port and starboard aft access points CO#2	\$1,344.00
Close off the ceiling to the wet bar, add a door and add a screen to service counter to minimize blind mosquitoes being able to get in during storage CO#2	\$3,800.00
Close off the ceiling to the restroom and add a vent fan CO#2	\$2,850.00
12v port to helm for charging for captain CO#2	\$82.00
Stereo System Horizon MST 660 CD player, AM/FM radio and auxiliary (iphone, mps, etc.) or equivalent with stereo speaker system	\$643.00
Refrigerator 3.3 Cubic Foot Compact Refrigerator	\$266.00
Addition of AC receptacle in bar area	\$239.00
One (1) receptacle (110v)to Helm (if not planned) for future needs	\$285.00

Agenda Item

8



CITY COMMISSION AGENDA ITEM

SUBJECT:

ORDINANCE amending Chapter 94, Zoning Code, Div. 3, Article 3 to add building exterior standards on major city thoroughfares - First Reading

SUMMARY:

This is a first reading of an ordinance amending the Zoning code which adds building exterior standards to buildings located on major thoroughfares (arterial roadways as defined in the standards). These basic exterior design standards would require a finished exterior (stucco, brick, or other exterior application), break up blank walls, and screen loading docks and garage doors. The intent is to improve the appearance of the City's road corridors and enhance property values. The standards are not applicable to single-family uses, historic districts, and the downtown overlay zone. Appeals of standards would go to the Planning Board. The Planning Board recommended approval of the proposed ordinance at there March 2014 meeting (see attached).

RECOMMENDED ACTION:

Pass the proposed ordinance on first reading. 2nd reading is scheduled for Public Hearing at the April 24th meeting.

ATTACHMENTS:

	Description	Type
D	<u>Ordinance - Ch 94 Exterior Building Standards</u>	Ordinance
D	<u>Staff Report</u>	Backup Material
D	<u>Planning Board Minutes</u>	Backup Material

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

ORDINANCE NO. 14 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING CHAPTER 94 OF THE CODE OF ORDINANCES, DIV. III, ARTICLE 3, SUPPLEMENTAL DISTRICT REGULATIONS, TO ADD PROVISIONS FOR EXTERIOR BUILDING STANDARDS FOR NEW CONSTRUCTION ALONG MAJOR CITY THOROUGHFARES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the Building and Zoning Department for certain amendments to the Zoning Code of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including public hearings before the Planning Board of the City of Palatka on February 4, 2014; and two public hearings before the City Commission of the City of Palatka on April 10, 2014, and April 24, 2014; and

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

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

Section 1. That Zoning Code Article III, Division 3, *Supplementary District Regulations* shall be amended to add a new section creating provisions for Exterior Building Standards on major thoroughfares as follows:

Building exterior standards on major city thoroughfares:

- (a) Intent and purpose. The purpose of these regulations is to protect the city's appearance for residents and visitors; enhance desirability of property investment; foster civic pride and community spirit; and stabilize and improve property values and prevent potentially blighting influences.
- (b) Applicability. All new development on property abutting a major city thoroughfare (defined as 19th

Street, Crill Avenue, Husson Avenue, Madison Street, Main Street, Moody Road, Mosely Avenue, Palm Avenue, Reid Street, St. Johns Avenue, State Road 19, US 17, and Zeagler Drive) shall conform to the requirements of this section. Single family detached and duplex units, properties in locally designated historic districts and sites, properties in a downtown overlay zone, and walls or roofs that are not visible from major city thoroughfares are not subject to the requirements of this section.

An appeal for waiver or modification may be taken to the planning board, which shall have authority to grant such waiver or modification to the extent necessary based on the finding that such a waiver or modification would accomplish the intent of the standards or present a significant economic or practical hardship to a property owner.

(c) Building exterior standards.

- (1) Walls shall be staggered by changes in surface planes and architectural features to avoid a monolithic "box" appearance by integrating at least one of the following architectural features no less than every 50 horizontal feet:
 - a. Porches;
 - b. Sun-shading devices, such as awnings, canopies, and similar devices;
 - c. Covered stairwells;
 - d. Doors;
 - e. Windows;
 - f. Chimneys; or
 - g. Columns or pilasters, inset or freestanding.
- (2) Walls shall not be comprised of aluminum, metal, or flat-faced concrete block, unless such materials are used for minor accents comprising less than 20% percent of the wall.
- (3) Walls shall have windows that make up at least 15 percent of the wall.
- (4) Roofs shall have multiple rooflines if the building is more than 50 feet wide.
- (5) Architecture as signage is prohibited. Buildings shall not be designed in a way in which the building's wall surface, through color or appearance, is a sign. All areas for signage shall

be part of the site or building design.

- (6) Dumpsters and mechanical equipment such as air conditioners and compressors shall be screened from public view. The screening design shall be compatible with and part of the building design.
- (7) Building entrances shall be protected from the elements and give clear identity to the entrance.
- (8) If the use requires loading docks, garage doors, or mini-storage buildings and site conditions require them to be located along a major city thoroughfare, then they shall be screened using landscaping or architectural features.

Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

Section 4. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 24th day of April, 2014.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

City Clerk

Case 14-01
Request to Amend Zoning Code
(Building Exterior Standards for Major City Thoroughfares)
Applicant: Building & Zoning Dept.

STAFF REPORT

DATE: January 23, 2014
TO: Planning Board Members
FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

Addition of a section regarding building exterior standards to the Supplementary District Regulations of the Zoning Code (Division 3).

APPLICATION BACKGROUND

The City's main road corridors exhibit symptoms and direct signs of blight including unattractive buildings, barren paved areas, decrepit chain link fences, and overly large and excessive signage. Staff has proposed a variety of tactics to address such blight including landscaping and fencing standards that would be gradually implemented in time. The Zoning Code has no design standards for new construction outside of historic districts. This means that new construction along the City's very visible roadway corridors can present unattractive features such as blank walls, unfinished metal exteriors.

PROJECT ANALYSIS

Per Section 94-38(f)(2) of the Zoning Code, the Planning Board must study and consider proposed zoning text amendments in relation to the following criteria (if applicable), shown in underlined text (staff response follows each criterion).

The planning board shall consider and study:

a. The need and justification for the change.

Staff comments: the following justifications are applicable.

- Improved appearance of commercial corridors
- Increase in property value of commercial corridors

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

Staff comments: the following Comprehensive Plan or Community Redevelopment Area Plan policies (shown in *italics*) are applicable to this amendment. This amendment is in keeping with the goals, objectives, and policies of both plans. In regard to the policies listed below, the amendment is in line with stated purposes of promoting infill and mixed-use development, renewing blighted properties, encouraging the use of existing commercial areas, and practicing innovative development planning.

FUTURE LAND USE ELEMENT

Objective A.1.2 9J-5.006(3)(b)2

Upon Plan Adoption, the City shall implement the following policies in order to provide the means for redevelopment and renewal of blighted properties.

Policy A.1.6.1 9J-5.006(3)(c)

Provide incentives which direct development to infill in areas of the City with in-place water/sewer lines and paved road. These incentives may include, but not be limited to providing additional permitted land uses through special use designations under the City Zoning Code such as approved "mother-in-law" units with separate kitchens or home office operations for limited business activities.

Policy A.1.6.2 9J-5.006(3)(c)3

Minimize scattered and highway strip commercial by directing commercial development to occur in a planned and compact manner through in-filling within already developed commercial areas as identified on the Future Land Use Map.

Objective A.1.8 9J-5.006(3)(b)9; F.S. 187.201(16)(b)3

Upon Plan adoption, The City shall establish a program that provides the means for innovative development planning. The end goals of the program are to provide:

- *Flexibility and efficiency in site design to reduce infrastructure costs, improve interior circulation patterns, and promote open space;*
- *Development that is adapted to natural features in the landscape such as wetlands, vegetation and habitat, and which avoids the disruption of natural drainage patterns; and*
- *A mix of land use to promote convenience in the location of related uses and to reduce travel congestion and costs.*

LANDSCAPING AND TREE PROTECTION (ZONING CODE ARTICLE VI)

- (1) *Improve the aesthetic appearance of commercial, governmental, industrial and residential areas through the incorporation of landscaping into development in ways that harmonize and enhance the natural and manmade environment.*
- (3) *Provide direct and important physical and psychological benefits to human beings through the use of landscaping to reduce noise and glare, and to break up the monotony and soften the harsher aspects of urban development.*

STAFF RECOMMENDATION

Staff recommends approval of Case 13-50 revising specific sections of Zoning Code Article VI and VII as paraphrased below:

1. conditional use eventual compliance with parking lot landscaping and vehicular use and roadway buffers; and
2. fencing standards as outlined on pages 1 and 2.

Recommended revisions:

1. Pg. 4 A. Retail Core allowable Uses; section (2) General service establishments, item h.; **remove Fraternal organizations.**
2. Pg. 6 D. **add period at the end of the word prohibited & capitalize Conditional Use**
3. Pg. 7 B. Balconies or Porches (**remove the words or porches**).

Chairman Sheffield called for recess.

NEW BUSINESS:

Case 14-01: Administrative request to amend Municipal Code to add Sec. 94-203 Supplementary District Regulations; building exterior standards for new construction along major thoroughfares.

Mr. Crowe added that this amendment is in keeping with the goals of the City to improve the appearance of the City, attracting new businesses and minimize future potential blight. He reviewed the proposed standards for new construction only and not applicable to single-family or duplex residential. He added that provision for appeals of these standards would be considered by the Planning Board. He recommended approval of the amendment. He believes that the community at large is going to suffer, without these design standards.

Discussion continued regarding the benefit of establishing some guidelines and standards for business owners and developers work with. Chairman Sheffield stated that as a contractor the cost is minimal, less than 5% additional cost. Mr. Crowe added that these standards are not retrofit, they apply to new construction.

Motion made by Mr. Harwell and seconded by DeLoach to approve the amendment as submitted. All present voted affirmative, motion carried unopposed.

Adjournment – There being no further business, the meeting was adjourned at 6:55 p.m. upon a motion by Mr. DeLoach, seconded by Ms. Moody. By Board consensus, Motion carried.