

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 11, 2013

CALL TO ORDER:

- a. Invocation – The Reverend Eddie Stith, Student Pastor; First Assembly Church of God
- b. Pledge of Allegiance
- c. Roll Call

APPROVAL OF MINUTES – 3/28/13

1. PUBLIC RECOGNITION/PRESENTATIONS:

- a. **PROCLAMATION – Safe Digging Month – April, 2013**
- b. **PRESENTATION - 60TH ANNIVERSARY MUG RACE – David & Linda Girardin**
- c. **EAGLE SCOUT RECOGNITION – George Crawford & Russ Patterson, Boy Scouts of America**
Michael Kenneth England, Troop 62
Drew Caleb Hawkins, Troop 427
Hayden Joseph Herrington, Troop 248

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

3. CONSENT AGENDA:

- *a. **Adopt Resolution No. 2013-9-98** authorizing the expenditure of up to \$23,375.00 of Law Enforcement Trust Funds pursuant to FS932.7055 5(a – c) for crime prevention, drug abuse education/prevention programs and gun range electrical, and to amend the FY 2012-13 General Fund budget accordingly
- *b. **Adopt Resolution No. 2013-9-99** to award the bid for Police Department Building Renovation Architectural Services to Robert E. Taylor, AIA in the amount of \$9,975.00 and amend the FY 2012-13 General Fund Budget accordingly
- *c. **Adopt Resolution No. 2013-9-100** amending the FY 2012-13 Budget to make the Health Insurance Premium Contingency Settlement invoice payment
- *d. **Approve special request items for Class B Special Events Permit #13-22, 2013 Wolfson Children's Bass Tournament, May 16, 17 & 18, 2013, per Special Event Coordinator's recommendation:**
 1. Approve Noise Ordinance variance May 16, 17 & 18 from 4:00 a.m. to 6:00 p.m. (Required for the playing of the National Anthem at launch and afternoon weigh-ins ending at 6:00 p.m. daily)
 2. Close boat ramp to public beginning Friday, May 17 through 7:00 p.m. Saturday, May 18, 2013

****/*4. COMMUNITY REDEVELOPMENT AGENCY BUSINESS:**

RESOLUTION No. 2013-9-101 approving the ranking of respondents to the Call to Artists for the selection of a Sculptor for the NEA Arts in Public Places Grant, and authorizing the City Manager to negotiate a contract with the top-ranked artist - Adopt per CRA Recommendation 4/11/13

AGENDA - CITY OF PALATKA

April 11, 2013

Page 2

- * 5. **RESOLUTIONS** refunding the Golf Course Loan and two (2) Airport Loans, and authorizing the execution of a Letter of Commitment to Prosperity Bank pledging security for the repayment of the debt – Matt Reynolds, Finance Director
 - *a. **RESOLUTION No. 2013-9-102** authorizing the issuance of a \$1,358,000 taxable Golf Course Revenue Refunding Note, Series 2013A; pledging securities for its repayment; providing for its sale to Prosperity Bank, covenants and agreements – Adopt
 - *b. **RESOLUTION No. 2013-9-103** authorizing the issuance of a \$528,000 taxable Airport Revenue Refunding Note, Series 2013 B and a \$883,000 tax exempt Airport Revenue Refunding Note, Series 2013 C; pledging securities for its repayment; providing for its sale to Prosperity Bank, covenants and agreements - Adopt

- * 6. **RESOLUTION No. 2013-9-104** authorizing the issuance of Class A Special Event Permit #13-18 for the May 24, 2013 Blue Crab Festival Kick-off Party and #13-19 for 2013 Blue Crab Festival on May 25 – 27, 2013, setting advance and estimated fees, and authorizing a reduction in the amount of the 2012 permit fee - Adopt

PUBLIC HEARINGS:

- * 7. **ORDINANCE** Renewing and Extending the Electric Franchise Agreement with Clay Electric, originally adopted by Ordinance 81-25 on October 21, 1981 – 2nd Reading, Adopt

- 8. **CITY MANAGER & ADMINISTRATIVE REPORTS**

- 9. **COMMISSIONER COMMENTS**

- 10. **ADJOURN**

*Attachment **Separate Cover

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 288.105

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

Upcoming Events:

April 20 – MOD March for Babies
May 24 thru 27 – Blue Crab Festival
May 27 – City Offices closed to observe Memorial Day Holiday
July 4 – City offices closed to observe Independence Day Holiday
Aug. 15 thru 17 – FLC Conference, Orlando FL
Sept. 2 – City offices closed to observe Labor Day Holiday

Board Openings:

Firefighters' Pension Board (City Commission Rep)
Tree Committee (at-large position)
Code Enforcement Board: 2 Vacancies (Arch. & Sub Contr.)

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, 2013 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 11th day of April, in the Year of Our Lord Two Thousand Thirteen.

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

PALATKA CITY COMMISSION

By: Vernon Myers, MAYOR

Agenda
Item

3a



AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, Florida, authorizing the use of up to \$23,375 in Law Enforcement Trust funds pursuant to FS 932.7055 (5) (a-c) for crime prevention, drug abuse education/prevention programs, and PPD gun range upgrades; and amending the FY 2012-13 General Fund Budget to fund said expenditures.

DEPARTMENT: Police

ATTACHMENTS: Ordinance Resolution Motion Support Documents Other

SUMMARY: PPD requests authorization to expend up to \$23,375 from the Law Enforcement Trust Fund as allowed pursuant to F.S. 932.7055 (5a-c), "Disposition of Liens and Forfeited Property" on a purchases of surveillance equipment, motion detector camera equipment, other crime prevention, and for gun range upgrades. A resolution is attached that will authorize these expenditures and amend the budget accordingly. The resolution also authorizes the award of a bid in the amount of \$9,967.64 to Summerville Electric to supply electricity to the gun range.

RECOMMENDED ACTION: Adopt Resolution No. 2013-9-98 authorizing the expenditure of up to \$23,375 in Law Enforcement Trust Funds, awarding a bid in the amount of \$9,967.64 to Summerville Electric to supply electricity to the gun range, and amend the FY 2012-13 General Fund Budget accordingly.

DEPARTMENT HEAD Submitted: Gary Getchell [Signature] Date: 03/28/13 Requested Agenda: Consent Date: 04/11/13

FINANCE DEPARTMENT Budgeted Yes No ___ N/A Date: _____

CITY ATTORNEY Approved as to Form and Correctness Date: _____

CITY MANAGER Approved Agenda Item For: [Signature] Date: 4/5/13

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

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

RESOLUTION No. 2013-9-98

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE USE OF UP TO \$23,375.00 IN LAW ENFORCEMENT TRUST FUNDS PURSUANT TO FS 932-7055 (5)(a-c) FOR CRIME PREVENTION, DRUG ABUSE EDUCATION/PREVENTION PROGRAMS, AND PPD GUN RANGE UPGRADES, AND AMENDING THE FY2012-13 GENERAL FUND BUDGET TO FUND SAID EXPENDITURES

WHEREAS, Florida Statutes 932.7055 (5)(a-c) allows for the utilization of special law enforcement trust funds for such purposes as crime prevention, drug abuse education and prevention programs, or for other law enforcement purposes; and

WHEREAS, The Palatka Police Department desires to expend up to \$23,375 from the Law Enforcement Trust Fund to upgrade the PPD Gun Range, purchase a surveillance system and motion detector/camera system and for drug investigations expenses; and

WHEREAS, PPD Staff requested quotes from local electrical contractors to install electric utilities and lighting at the PPD Gun Range; and

WHEREAS, upon review and comparison of the proposals received, it has been determined that Summerville Electric has submitted the most responsive proposal; and

WHEREAS, the Palatka City Commission deems it reasonable to authorize the expenditure of Law Enforcement Trust Funds to fund the electrical upgrades to the PPD Gun Range, the purchase of surveillance and motion detector/camera systems and for drug investigation expenses.

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

1. That the following expenditures and/or transfers are hereby authorized to be made from Law Enforcement Trust Funds:
 - a. Up to \$13,500 for installation of electricity at the PPD Gun Range;
 - b. Up to \$7,825.00 for the purchase of a Raven Surveillance System;
 - c. Up to \$550.00 for the purchase of a Motion Detector/Camera System; and
 - d. Transfer \$1,500.00 from Special Police Trust Fund to Confidential Informants' expense line for drug investigations

2. That Summerville Electric is hereby awarded the bid for the installation of electrical utilities and lighting at the PPD Gun Range in the amount of \$9,967.64; and

3. That the expenditures of the City of Palatka General Fund Budget for the Fiscal Year 2012-2013 are hereby amended as follows:

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
001-07-521-3-5281	SPECIAL POLICE TRUST EXPENSE	\$ 15,000	\$ 21,875	\$ 36,875
001-07-521-3-3500	CONFIDENTIAL INFORMANTS	\$ 8,500	\$ 1,500	\$ 10,000
001-83-581-9-9910	SPECIAL POLICE RESERVE	\$ 55,221	\$ (23,375)	\$ 31,846
TOTAL EXPENDITURES AMENDED:		\$ 78,721	\$ -	\$ 78,721

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 11th day of April, 2013.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

MEMORANDUM



TO: CITY COMMISSIONERS

FROM: GARY GETCHELL, CHIEF OF POLICE 

SUBJECT: REQUEST TO UTILIZE LAW ENFORCEMENT TRUST FUNDS

DATE: 3/19/2013

CC CITY MGR. MICHAEL J. CZYMBOR, CITY CLERK BETSY DRIGGERS, CITY ATTORNEY DON HOLMES, FILE

The Palatka Police Department respectfully requests to expend up to \$23,375 from the Law Enforcement Trust Fund as allowed pursuant to F. S. 932.7055 (5a-c), "Disposition of Liens and Forfeited Property" for the following.

1. Electricity at range – Request Commission's approval to expend up to \$13,500 to have electricity installed at the gun range. See attached RFP.
2. Raven Surveillance System – Request Commission's approval to expend up to \$7,825 for the purchase of the Raven surveillance System from Adaptive Digital Systems, Inc. which is single source vendor. See attached documentation.
3. Motion Detector/Camera System – Request Commission's approval to expend up to \$550 for the purchase of one motion detector camera system being marketed by Sprint. See attached documentation.
4. Drug Investigations – The Street Crimes Unit would also like to transfer \$1,500 from the Special Police Trust Fund to Confidential Informants expense line for drug investigations.

Attachments:
F.S. 932.7055
Resolution
Staff Reports

or chief of police for an appropriation and its application shall be accompanied by a written certification that the moneys will be used for an authorized purpose. Such requests for expenditures shall include a statement describing anticipated recurring costs for the agency for subsequent fiscal years. An agency or organization that receives money pursuant to this subsection shall provide an accounting for such moneys and shall furnish the same reports as an agency of the county or municipality that receives public funds. Such funds may be expended in accordance with the following procedures:

1. Such funds may be used only for school resource officer, crime prevention, safe neighborhood, drug abuse education, or drug prevention programs or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate.
2. Such funds shall not be a source of revenue to meet normal operating needs of the law enforcement agency.
3. After July 1, 1992, and during every fiscal year thereafter, any local law enforcement agency that acquires at least \$15,000 pursuant to the Florida Contraband Forfeiture Act within a fiscal year must expend or donate no less than 15 percent of such proceeds for the support or operation of any drug treatment, drug abuse education, drug prevention, crime prevention, safe neighborhood, or school resource officer program(s). The local law enforcement agency has the discretion to determine which program(s) will receive the designated proceeds.

Notwithstanding the drug abuse education, drug treatment, drug prevention, crime prevention, safe neighborhood, or school resource officer minimum expenditures or donations, the sheriff and the board of county commissioners or the chief of police and the governing body of the municipality may agree to expend or donate such funds over a period of years if the expenditure or donation of such minimum amount in any given fiscal year would exceed the needs of the county or municipality for such program(s). Nothing in this section precludes the expenditure or donation of forfeiture proceeds in excess of the minimum amounts established herein.

(6) If the seizing agency is a state agency, all remaining proceeds shall be deposited into the General Revenue Fund. However, if the seizing agency is:

- (a) The Department of Law Enforcement, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the Forfeiture and Investigative Support Trust Fund as provided in s. [943.362](#) or into the department's Federal Law Enforcement Trust Fund as provided in s. [943.365](#), as applicable.
- (b) The Department of Environmental Protection, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the Internal Improvement Trust Fund.
- (c) The Division of Alcoholic Beverages and Tobacco, the proceeds accrued pursuant to the Florida Contraband Forfeiture Act shall be deposited into the Alcoholic Beverage and Tobacco Trust Fund or into the department's Federal Law Enforcement Trust Fund as provided in s. [561.027](#), as applicable.
- (d) The Department of Highway Safety and Motor Vehicles, the proceeds accrued pursuant to the Florida Contraband Forfeiture Act shall be deposited into the Department of Highway Safety and Motor Vehicles Law Enforcement Trust Fund as provided in s. [932.705\(1\)\(a\)](#) or into the department's Federal Law Enforcement Trust Fund as provided in s. [932.705\(1\)\(b\)](#), as applicable.
- (e) The Fish and Wildlife Conservation Commission, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the State Game Trust Fund as provided in ss. [379.338](#), [379.339](#), and [379.3395](#) or into the Marine Resources Conservation Trust Fund as provided in s. [379.337](#).
- (f) A state attorney's office acting within its judicial circuit, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the State Attorney's Forfeiture and Investigative Support Trust Fund to be used for the investigation of crime and prosecution of criminals within the judicial circuit.
- (g) A school board security agency employing law enforcement officers, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the School Board Law Enforcement Trust Fund.
- (h) One of the State University System police departments acting within the jurisdiction of its employing state university, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into that state university's special law enforcement trust fund.

(i) The Department of Agriculture and Consumer Services, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the Agricultural Law Enforcement Trust Fund or into the department's Federal Law Enforcement Trust Fund as provided in s. [570.205](#), as applicable.

(j) The Department of Military Affairs, the proceeds accrued from federal forfeiture sharing pursuant to 21 U.S.C. ss. 881(e)(1)(A) and (3), 18 U.S.C. s. 981(e)(2), and 19 U.S.C. s. 1616a shall be deposited into the Armory Board Trust Fund and used for purposes authorized by such federal provisions based on the department's budgetary authority or into the department's Federal Law Enforcement Trust Fund as provided in s. [250.175](#), as applicable.

(k) The Department of Transportation, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the State Transportation Trust Fund to be used for purposes of drug interdiction or into the department's Federal Law Enforcement Trust Fund as provided in s. [339.082](#), as applicable.

(l) The Medicaid Fraud Control Unit of the Department of Legal Affairs, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the Department of Legal Affairs Grants and Donations Trust Fund to be used for investigation and prosecution of Medicaid fraud, abuse, neglect, and other related cases by the Medicaid Fraud Control Unit.

(m) The Division of State Fire Marshal in the Department of Financial Services, the proceeds accrued under the Florida Contraband Forfeiture Act shall be deposited into the Insurance Regulatory Trust Fund to be used for the purposes of arson suppression, arson investigation, and the funding of anti-arson rewards.

(n) The Division of Insurance Fraud of the Department of Financial Services, the proceeds accrued pursuant to the provisions of the Florida Contraband Forfeiture Act shall be deposited into the Insurance Regulatory Trust Fund as provided in s. [626.9893](#) or into the Department of Financial Services' Federal Law Enforcement Trust Fund as provided in s. [17.43](#), as applicable.

(7) If more than one law enforcement agency is acting substantially to effect the forfeiture, the court having jurisdiction over the forfeiture proceedings shall, upon motion, equitably distribute all proceeds and other property among the seizing agencies.

(8) Upon the sale of any motor vehicle, vessel, aircraft, real property, or other property requiring a title, the appropriate agency shall issue a title certificate to the purchaser. Upon the request of any law enforcement agency which elects to retain titled property after forfeiture, the appropriate state agency shall issue a title certificate for such property to said law enforcement agency.

(9) Neither the law enforcement agency nor the entity having budgetary control over the law enforcement agency shall anticipate future forfeitures or proceeds therefrom in the adoption and approval of the budget for the law enforcement agency.

History.—s. 5, ch. 92-54; s. 2, ch. 92-290; s. 21, ch. 94-265; s. 479, ch. 94-356; s. 5, ch. 95-265; s. 72, ch. 96-321; s. 41, ch. 96-418; s. 2, ch. 98-387; s. 3, ch. 98-389; s. 4, ch. 98-390; s. 5, ch. 98-391; s. 2, ch. 98-392; s. 2, ch. 98-393; s. 2, ch. 98-394; s. 61, ch. 99-245; s. 2, ch. 2000-147; ss. 26, 79, ch. 2002-402; s. 1923, ch. 2003-261; s. 37, ch. 2003-399; s. 3, ch. 2004-39; s. 38, ch. 2004-234; s. 16, ch. 2004-344; s. 23, ch. 2005-3; s. 19, ch. 2005-71; s. 2, ch. 2005-109; s. 5, ch. 2005-117; s. 11, ch. 2006-26; s. 20, ch. 2006-176; s. 21, ch. 2006-305; s. 7, ch. 2007-14; s. 10, ch. 2007-73; s. 10, ch. 2008-153; s. 207, ch. 2008-247; s. 7, ch. 2009-82; s. 8, ch. 2010-153; s. 18, ch. 2011-47.

Note.—Section 18, ch. 2011-47, amended paragraph (4)(d) “[i]n order to implement Specific Appropriations 1192 and 1198 of the 2011-2012 General Appropriations Act.”

Select Year: 2011 

The 2011 Florida Statutes

Title XLVII
CRIMINAL PROCEDURE AND
CORRECTIONS

Chapter 932
PROVISIONS SUPPLEMENTAL TO CRIMINAL
PROCEDURE LAW

[View Entire
Chapter](#)

932.7055 Disposition of liens and forfeited property. –

- (1) When a seizing agency obtains a final judgment granting forfeiture of real property or personal property, it may elect to:
- Retain the property for the agency's use;
 - Sell the property at public auction or by sealed bid to the highest bidder, except for real property which should be sold in a commercially reasonable manner after appraisal by listing on the market; or
 - Salvage, trade, or transfer the property to any public or nonprofit organization.
- (2) Notwithstanding subsection (1), a seizing agency must destroy any image and the medium on which the image is recorded, including, but not limited to, a photograph, video tape, diskette, compact disc, or fixed disk made in violation of s. [810.145](#) when the image and the medium on which it is recorded is no longer needed for an official purpose. The agency may not sell or retain any image.
- (3) If the forfeited property is subject to a lien preserved by the court as provided in s. [932.703\(6\)\(b\)](#), the agency shall:
- Sell the property with the proceeds being used towards satisfaction of any liens; or
 - Have the lien satisfied prior to taking any action authorized by subsection (1).
- (4) The proceeds from the sale of forfeited property shall be disbursed in the following priority:
- Payment of the balance due on any lien preserved by the court in the forfeiture proceedings.
 - Payment of the cost incurred by the seizing agency in connection with the storage, maintenance, security, and forfeiture of such property.
 - Payment of court costs incurred in the forfeiture proceeding.
 - Notwithstanding any other provision of this subsection, and for the 2011-2012 fiscal year only, the funds in a special law enforcement trust fund established by the governing body of a municipality may be expended to reimburse the general fund of the municipality for moneys advanced from the general fund to the special law enforcement trust fund before October 1, 2001. This paragraph expires July 1, 2012.
- (5)(a) If the seizing agency is a county or municipal agency, the remaining proceeds shall be deposited in a special law enforcement trust fund established by the board of county commissioners or the governing body of the municipality. Such proceeds and interest earned therefrom shall be used for school resource officer, crime prevention, safe neighborhood, drug abuse education and prevention programs, or for other law enforcement purposes, which include defraying the cost of protracted or complex investigations, providing additional equipment or expertise, purchasing automated external defibrillators for use in law enforcement vehicles, and providing matching funds to obtain federal grants. The proceeds and interest may not be used to meet normal operating expenses of the law enforcement agency.
- (b) These funds may be expended upon request by the sheriff to the board of county commissioners or by the chief of police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the sheriff's office or police department by the board of county commissioners or the governing body of the municipality.
- (c) An agency or organization, other than the seizing agency, that wishes to receive such funds shall apply to the sheriff



Staff Report

Date: 03-27-13

To: City Commissioners

From: Gary S. Getchell, Chief of Police

Subject: Gun Range Utilities Bid Award

History:

The Palatka Police Department has drafted a five year renovation plan for the gun range located on Moody Road. Part of the plan is to install electric utilities and lighting on the property. A request for proposal (RFP) was drafted and sent to local electricity contractors outlining specific requirements for the project. This staff report identifies the outcome of the RFP's and provides a recommendation for award of contract.

Discussion:

The RFP was sent to seven (7) local electricity contractors within Putnam County. Only Preston Electric and Summerville Electric provided proposals. The proposals were due on February 28, 2013 and opened on March 1, 2013.

Preston electric's proposal was for a grand total of \$8,499.00. Summerville Electric's proposal was for a grand total of \$9,967.64. Due to the difference of \$1,468.64 in cost, Sgt. Newcomb requested an itemized list of materials to be used. A review of the lists indicated Preston Electric was going to use (2) 40 circuit 200 amp breaker panels not the (2) 42 circuit 200 amp breaker panels as outlined in the RFP. On March 26, 2013 Sgt. Newcomb contacted Mr. Preston to determine if the RFP proposal or itemized list was correct. Preston stated he quoted the cost of (2) 40 circuit 200 amp breaker panels not the (2) 42 circuit 200 amp breaker panels outlined in the RFP to reduce cost. Preston Electric did not follow the requirements outlined in the RFP.

Recommendation:

Staff recommends the bid be awarded to Summerville Electric based on the fact they followed the requirements of the RFP and Preston Electric did not meet the specifications. The total cost of the electric utilities project is \$9,967.64. A copy of both RFP's are attached to this report.

Appendix-2

PROPOSAL

Vendor Name: SUMMERVILLE ELECTRIC, INC.

Does vendor except credit cards for payment? Yes No

Item	Cost
FPL Overhead Services and Installation.	\$5079.00
Pedestal.	\$1981.60 ✓
(2) 200 amp main breaker outdoor rated 42 circuit panels.	\$1695.32
Wired (above pedestal) dusk to dawn light and pole.	\$144.96
One GFI receptacle for general purpose use.	\$92.79
Permits	\$100.00
Miscellaneous items (list items)	
1. Truck for Setting 25FT SERVICE POLE	\$75.00
2.	
3.	
4.	
5.	
6.	
Labor Cost	\$798.97
Project Grand Total	\$9,967.64



SUMMERVILLE ELECTRIC, INC.

161 Comfort Road
Palatka, Florida 32177
386-328-1965
ER#0008568

To: Sgt Matt Newcomb
Date: March 8, 2013
Re: Police Range Material List

Sgt. Newcomb,

Below is a list of material used in the estimating of the 400 amp pedestal at the Police Pistol Range.

1. 320 Amp 5 Terminal Lever Bypass Milbank Meter Can
2. 350 MCM Twin Connector Kit
3. (2) 42 Circuit 200 Amp Main Circuit Breaker Outdoor Rated Panelboards.
4. 3/0 THHN copper conductors
5. (1) 10Ft stick 3inch Galvanized Rigid Conduit
6. (1) 3inch Aluminum weather head
7. (1) 25ft wooden service pole for overhead service
8. (1) 8ft 6x6 pressure treated post
9. (2) 2 x 10 x 8 pressure treated lumber
10. 65watt fluorescent Dusk to Dawn security light
11. 20 amp 125volt weather resistant GFCI receptacle

If you have any questions, please feel free to call me.



Jeff Fleming
Project Manager

Appendix-2

PROPOSAL

Vendor Name: PRESTON ELECTRIC OF PUTNAM COUNTY INC

Does vendor except credit cards for payment? Yes No

Item	Cost
FPL Overhead Services and Installation.	\$5,079.00
Pedestal.	\$300.00
(2) 200 amp main breaker outdoor rated 42 circuit panels.	\$600.00
Wired (above pedestal) dusk to dawn light and pole. .	\$125.00
One GFI receptacle for general purpose use.	\$125.00
Permits	\$200.00
Miscellaneous items (list items)	
1. METER AND RISER	\$1,370.00
2.	
3	
4.	
5.	
6.	
Labor Cost	\$700.00
Project Grand Total	\$ 8,499.00

EASEMENT FOR FP&L IS NOT INCLUDED IN THIS PRICE

Matt Newcomb

From: GARY GRESHAM [prestoneelectricc@bellsouth.net]
Sent: Wednesday, March 06, 2013 7:30 AM
To: Matt Newcomb
Subject: material list

PRESTON ELECTRIC OF PUTNAM COUNTY, INC.

P. O. BOX 816

PALATKA, FL 32178-0816

(386)325-3355

EC 1752

MATERIALS FOR GUN RANGE ELECTRICITY

1. TWO 200 AMP 40 CIRCUIT NEMA 3R LOAD CENTER \$600.00
2. ONE METER CAN \$250.00
3. TWO LUG KITS FOR METER CAN \$150.00
4. FOUR INCH HUB FOR METER CAN \$ 55.00
5. ONE TWENTY FIVE FOOT WOOD POLE \$ 100.00
6. TWENTY FEET OF FOUR INCH PVC PIPE \$ 83.00

7. ONE FOUR INCH MALE ADAPTER \$ 9.00
8. ONE WEATHER HEAD \$ 75.00
9. TWO RIGID NIPPLES \$ 15.00
10. EIGHT LOCK NUTS \$ 8.00
11. FOUR BUSHINGS \$ 5.00
12. ONE GROUNDING BRIDGE \$ 15.00
13. TWO GROUND RODS \$ 25.00
14. TWO GROUND CLAMPS \$ 6.00
15. FOURTEEN FEET OF 1/0 COPPER \$ 50.00
16. 126 FEET OF 3/0 COPPER \$ 615.00
17. ONE 65 WATT CFL DUSK TO DAWN LIGHT \$ 75.00
18. 20 FEET OF 1/2 INCH PVC \$ 6.00
19. ONE GFCI RECEPTACLE \$25.00
20. ONE BELL BOX \$ 6.00
21. ONE IN-USE COVER \$12.00
22. TWO 20 AMP BREAKERS \$ 20.00
23. 50 FEET OF #12 THHN WIRE \$15.00
24. TWO 2X6X8 POST \$ 100.00
25. SIX 2X8X8 BOARDS \$ 200.00
26. TOTAL FOR MATERIALS **\$2520.00**
27. **EASEMENT FOR FP&L NOT INCLUDED**

Staff Report

Date: 01-31-13
To: Chief Getchell
From: Sgt. Matt Newcomb
Subject: Raven Surveillance System

History:

The Street Crimes Unit is in need of a new surveillance system for conducting law enforcement operations. The current system within inventory has been in use for approximately 6 years and is beginning to show wear and malfunction during operations. The malfunctions can and have caused the Street Crimes Unit to lose valuable information that would assist in the conviction of felony crimes. The malfunctions also increase the possibility of injury to undercover officers and confidential informants.

Discussion:

The life expectancy of a surveillance system of this nature is 5 to 7 years. The system used has the capability of capturing both audio and video recordings. Since the purchase of the system currently in inventory, a new system identified as the Raven has been developed. The Raven system is compatible with all components of the current system which will increase the number of working components the Street Crimes Unit will have to work with.

Purchasing the Raven system will elevate the current issues the Street Crimes Unit is experiencing. When the Raven is within the Street Crime Unit's inventory, the current system can be sent to the manufacture to be repaired so it can be used as a back-up system. At this time the Street Crimes Unit does not have a backup system which causes delays in conducting investigations when the system is down for repair or maintenance.

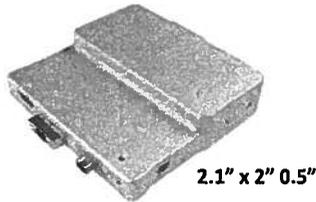
Recommendation:

It is recommended the Department purchase the Raven surveillance system for the Street Crimes Unit. As mentioned above the current system in inventory is ending its life expectancy and is starting to malfunction. The Raven system is compatible with the current system accessories. The cost of the Raven surveillance system is \$7,825.00. Attached to this staff report is a purchase order request and a detailed description list of the Raven system.

RAVEN2 / 2A

8 or 16 HOUR AUDIO/VIDEO RECORDER

RAVEN2 (2-battery chassis)



2.1" x 2" 0.5"

RAVEN2 (with optional 4-battery chassis and TX-500)



2.1" x 2.8" x 0.5"

AVAILABLE WITH AN INTERNAL RF TRANSMITTER

SPECIFICATIONS	
Memory Record Time	
RAVEN2	
Audio & video	8 hours @ 30 FPS
Audio only	108 hours @ 30 FPS
RAVEN2A	
Audio & video	16 hours @ 30 FPS
Audio only	216 hours @ 30 FPS
Battery Record Time (Audio/Video)	
2-Battery case	12 hours - lithium 8 hours - alkaline
4-Battery case	19 hours - lithium 17 hours - alkaline
<i>*note TX-500 use reduces battery time</i>	
Dimensions (HxWxD)	
2-Battery case	2.1" x 2.0" x 0.5"
4-Battery case	2.1" x 2.8" x 0.5"
Power	AAA batteries (lithium or alkaline) or external power
Microphones	Internal & external
Recording Modes	Audio & video, video only, audio only, adjustable video frame rate, and timer mode
Audio Compression	None or 2:1
USB Transfer rate	8.2 hours audio/video : 1 hour
OPTIONAL ITEMS	
TX-500 (INTERNAL)	TPX-10 EARBUD
REMOTE ON/OFF	DUAL-CAMERA
RX-RADIO	CAR KIT
IP-LINK	MOTION DETECTOR
MOTION DETECTOR	AC/DC USB WALL CHARGER
USB CAR CHARGER	

The RAVEN2 video/audio recorder is the most versatile recorder in the field. It records high quality video at 30 FPS, stereo audio and uses disposable AAA batteries.

The RAVEN2 records for 8 hours at 30 FPS and uses 2 or 4 AAA batteries. The RAVEN2A records for 16 hours. The recorders can use an external batteries or AC/DC power supply for extended record time.

The RAVEN2 chassis fits the new TX-500 selectable power analog audio transmitter (lithium battery required). The optional digital RX-Radio can be added for digital transmission of audio and video. The IP-LINK is an optional component which can be used to transmit audio/video data via cellular broadband. The recorder is compatible with the two-camera harness (DUAL-CAM).

The RAVEN2 offers variable frame rates from 1 to 30 FPS thus increasing your record time to a maximum of 118 hours (at 1 FPS).

INCLUDED ITEMS	
RAVEN2 or RAVEN2A	CAMERA ACCESSORY KIT
ULCAM PINHOLE	EXTERNAL MICROPHONES
ULCAM VERSACAM	DOWNLOAD CABLES
AAA BATTERIES	SOFTWARE + MANUAL

Adaptive Digital Systems, Inc.

Qty	Item #	Name	Price
1	Raven2-TX500	Audio/Video and Transmitter	\$7,825.00
		TOTAL	\$7,825.00



**Palatka Police Department
110 North 11th Street**

To: Chief of Police Gary S. Getchell
From: Asst. Chief James Griffith
Date: 03-13-13
Re: **Recommendation to purchase equipment – camera system for undercover details/burglary details**

Background

For investigative purposes, the department has identified a need for surveillance equipment or a portable alarm system to utilize in areas, facilities or vehicles where we are experiencing crimes such as thefts and burglaries.

Discussion

The equipment needed would notify officers of an intruder and possibly collect evidence such as video or photographs. Research has been done over the past several years into equipment that would assist with these types of investigations, but most systems were cost prohibitive and did not offer both detection and evidence collection capabilities.

We recently learned of a system being marketed by Sprint that would serve our purpose quite well. Sprint has developed a motion activated camera system that also transmits the photo to a designated receiver, email or phone of person or network through the cell service. The self contained motion detector and camera system costs approximately \$550.00. A copy of an advertising flyer for the system is attached for review.

We could use one of our existing air cards from sprint for the service. We would not increase our monthly charges for cell service. The only cost would be the purchase cost of the motion detector/camera system.

Recommendation

It is recommended that the Palatka Police Department purchase one motion detector/camera system for use in investigations and transfer one of the air card services to the system.

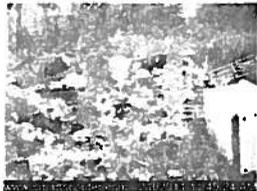
Sprint

The Now Network™

WHAT'S NEXT NOW



Drug Crops



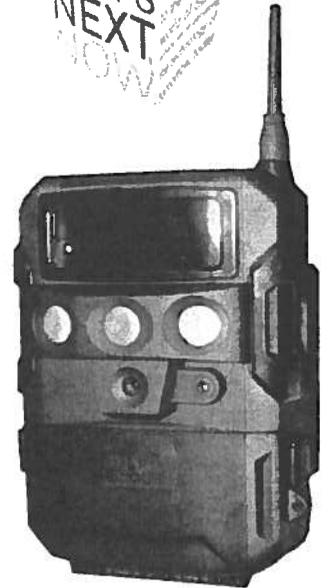
Illegal Dumps



Copper Theft



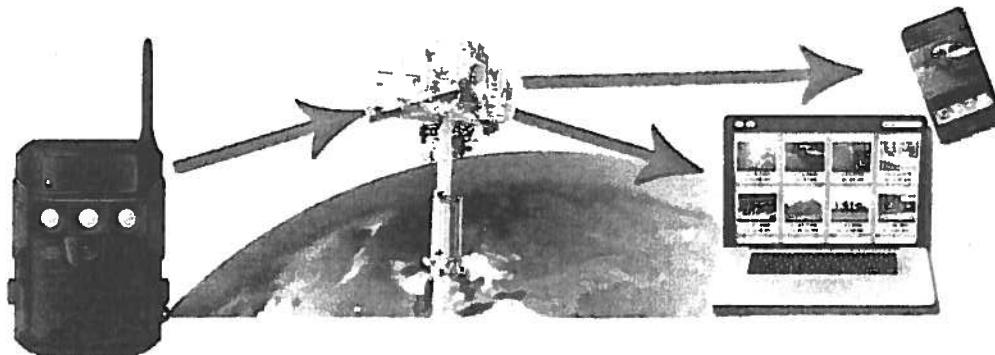
Vandalism



**OUTDOOR
SELF CONTAINED
MOTION ACTIVATED
CAMERA**



**US Border
Monitoring**



REMOTE MONITOR CRIMINAL ACTIVITY WITHOUT ENDANGERING OFFICERS

- * Outdoor rated & motion activated camera
- * Installs in minutes
- * Self contained power source
- * Receive real-time picture notification to your cell phone and email under 2 minutes
- * Remotely manage camera setting using any browser from any computer using secure username and password
- * Completely Invisible IR Illuminator
- * Quiet
- * Self contained internet connection

Wireless data plan	# of low resolution Pictures (estimate)	# of HIGH resolution pictures (estimate)	# of MEGA resolution pictures (estimate)	MSRP	SmartScouter Charge to End Customer	Sprint Charge to End customer	total
1MG	50	20	7	\$14.99	\$8.00	\$4.00	\$12.00
2MG	100	40	13	\$18.99	\$10.00	\$5.00	\$15.00
5MG	250	100	33	\$24.99	\$12.00	\$6.00	\$18.00
10MG	500	200	67	\$34.99	\$14.98	\$8.00	\$22.98
20MG	1000	400	132	\$49.99	\$25.00	\$10.00	\$35.00
25MG	1250	500	167	\$59.99	\$30.00	\$10.00	\$40.00
50MG	2500	1000	333	\$74.99	\$35.00	\$12.00	\$47.00

Agenda
Item

36



AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, Florida, awarding the bid for architectural services for the Police Department building renovation project to Robert E. Taylor, A1A Architect PA, and amending the FY 2012/13 general fund budget to authorize the use of impact fees to fund the project.

DEPARTMENT: Police

ATTACHMENTS: [] Ordinance [x] Resolution [] Motion
[x] Support Documents [] Other

SUMMARY: On January 4, 2013 the Palatka Police Department issued an Invitation to submit proposals for architectural services. Robert E. Taylor, A1A Architect PA, and Anthony R. Harwell, Architect, were the only two architects who submitted proposals. Robert Taylor's proposal identified services for all of the requests while Mr. Harwell did not. A memorandum explaining the selection process follows this Agenda Item Summary.

The attached Resolution awards the bid for architectural services for the Police Department building renovation/additions project to Robert E. Taylor, A1A, Architect, based upon his bid in the amount of \$9,975 and authorizes the use of Impact Fees to fund this project.

RECOMMENDED ACTION: Adopt Resolution No. 2013-9-99 awarding the bid for Architectural Services for the PPD Building renovation project to Robert Taylor, AIA, and amending the budget to authorize the use of impact fees to fund the project

DEPARTMENT HEAD Submitted: Gary Getchell, Chief of Police Date: 3/21/13
Requested Agenda: Consent Date: 4/11/13

FINANCE DEPARTMENT Budgeted [] Yes [] No ___ N/A Date: _____

CITY ATTORNEY Approved as to Form and Correctness Date: _____

CITY MANAGER Approved Agenda Item For: [Signature] Date: 4/15/13

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

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

RESOLUTION No. 2013-9-99

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AWARDING THE BID FOR ARCHITECTURAL SERVICES FOR
THE POLICE DEPARTMENT BUILDING RENOVATION
PROJECT TO ROBERT TAYLOR AND AMENDING THE FY2012-
13 GENERAL FUND BUDGET TO AUTHORIZE THE USE OF
IMPACT FEES TO FUND SAID PROJECT**

WHEREAS, on January 4, 2013 the Palatka Police Department issued an invitation to submit proposals for architectural services for renovations and additions to the Palatka Police Department; and

WHEREAS, upon review and comparison of the proposals received, it has been determined that Robert E. Taylor, AIA, has submitted the most responsive proposal; and

WHEREAS, the Palatka City Commission deems it reasonable to award the bid to Robert E. Taylor, AIA, and therefore necessary to amend the FY 2012-2013 budget in order to authorize the use of impact fees to fund said bid award.

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

1. That the City of Palatka awards the bid to Robert E. Taylor to provide the architectural services for the Police Department in accordance with that certain proposal submitted on January 14, 2013, attached hereto as Exhibit "A," in an amount not to exceed \$9,975.00; and
2. That the expenditures of the City of Palatka General Fund Budget for the Fiscal Year 2012-2013 are hereby amended as follows:

EXPENDITURES:		Last	Recommended	As
<i>Expenditure Number</i>	<i>Description</i>	Approved	Amendments	Amended
001-83-581-9-9903	IMPACT FEES-POLICE RESERVE	\$ 9,644	\$ (9,644)	\$ -
001-07-521-3-3100	PROFESSIONAL SERVICES	\$ 26,643	\$ (331)	\$ 26,312
001-07-521-6-6210	CAPITAL IMPROVEMENTS	\$ -	\$ 9,975	\$ 9,975
TOTAL EXPENDITURES AMENDED:		\$ 36,287	\$ -	\$ 36,287

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 11th day of April, 2013.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY



MEMORANDUM

TO: CITY COMMISSIONERS

FROM: GARY GETCHELL, CHIEF OF POLICE 

SUBJECT: POLICE DEPARTMENT BUILDING RENOVATION PLANS

DATE: MARCH 15, 2013

CC: CITY MGR. MICHAEL J. CZYMBOR, CITY CLERK BETSY DRIGGERS, CITY ATTORNEY DON HOLMES, FILE

History:

The Police Department building was built in the 1960's for a police force of about 1/3 the size of the current force. The building's original configuration included a jail and dispatching area. Since the removal of the jail in the 1980's, the building has been internally redesigned to accommodate additional staff and storage space.

The building is in need of remodeling and upgrading due to growth of the Police Department staff and growth of the City. Having this service completed will provide accurate costing models that will provide leaders with the information needed to make sound decisions for the project.

Discussion:

A letter was sent to three local architects requesting a proposal for architectural services. CRG Architects, Anthony Harwell and Robert Taylor received the letters via certified mail. The request asked for the cost for the following items:

1. Existing Site Plan with modifications, abbreviations, legend and notes. Building location, dimensions, setbacks, property lines, driveway and parking lots, sidewalks, and site elements.
2. Existing Floor Plan with modifications, Door and Finish Schedules.
3. Existing Reflected Ceiling Plan with Modifications, Legend and Schedules.
4. New Storage Building Plan and Elevations.
5. Preliminary Drawings (including coordination, Code Research, Design Conferences and Water Management Evaluation).
6. Minimum fee.

Robert Taylor and Anthony Harwell were the only two architects who submitted proposals. Robert Taylor's proposal identified services for all of the requests listed above for a total cost of \$9,975.

Anthony Harwell's proposal identified services for architecture and schematic design however; he did not respond to or provide costs for items 1-6 of the above list, therefore his proposal was disqualified.

Recommendation:

It is recommended the contract be awarded to Robert Taylor as his proposal meets and exceeds the requirements set forth in our request while Harwell's proposal did not meet all aspects of our request.

A copy of the proposals, the checklist and the RFP letter are attached to this report.

Building Plan
RFP Check List

Vendor: Robert Taylor Architectural Services

Requirement	Provided in Proposal
Existing Site Plan with modifications, abbreviations, legend and notes.	Yes
Building location, dimensions, setbacks, property lines, driveway and parking lots, sidewalks, and site elements.	Yes
Existing Floor Plan with modifications, Door and Finish Schedules.	Yes
Existing Reflected Ceiling Plan with Modifications, Legend and Schedules.	Yes
New Storage Building Plan and Elevations	Yes
Preliminary Drawings (including coordination, Code Research, Design Conferences and Water Management Evaluation).	Yes
Minimum fee.	Yes

Total Cost: \$7,680.00. With a detailed opinion of probable cost to the scope of work add \$2,295.00
Grand Total: \$9,975.00

Vendor: Anthony Harwell Architectural Services

Requirement	Provided in Proposal
Existing Site Plan with modifications, abbreviations, legend and notes.	Yes
Building location, dimensions, setbacks, property lines, driveway and parking lots, sidewalks, and site elements.	No
Existing Floor Plan with modifications, Door and Finish Schedules.	NO
Existing Reflected Ceiling Plan with Modifications, Legend and Schedules.	NO
New Storage Building Plan and Elevations	Not Stated in Proposal
Preliminary Drawings (including coordination, Code Research, Design Conferences and Water Management Evaluation).	Not Stated in Proposal
Minimum fee.	No

Total Cost: \$6,500.00

The proposal does not accurately follow the RFP and does not provide clear definition or answers as requested in the RFP.



Palatka Police Department

Gary S. Getchell
Chief of Police

"Together we can make a difference"

January 4, 2013

Name
Address

Dear Name,

The City of Palatka is interested in renovating the existing Police Department Building. The building is approximately 50 years old and needs to be modernized to include better use of space and increased security. The addition of a new storage building (between 1500 and 2500 square feet) is also needed. The purpose of this letter is to request a proposal for Architectural Services for this project. The proposal will need to include cost for the following:

1. Existing Site Plan with modifications, abbreviations, legend and notes. Building location, dimensions, set backs, property lines, driveway and parking lots, sidewalks, and site elements.
2. Existing Floor Plan with modifications, Door and Finish Schedules.
3. Existing Reflected Ceiling Plan with Modifications, Legend and Schedules.
4. New Storage Building Plan and Elevations.
5. Preliminary Drawings (including coordination, Code Research, Design Conferences and Water Management Evaluation).
6. Minimum fee.

If you are interested in preparing a proposal for this service, feel free to contact me at (386) 329-0115 ext. 223 to set a meeting, ask questions or express concerns. Thank you for your time and consideration in this matter.

Matt Newcomb
Sergeant
Palatka Police Department

110 N. 11th Street, Palatka, Florida 32177 • Phone 386/329-0115 • Fax: 386/329-0159
Email: ppd@palatka-fl.gov

PPD Form 0064
Revised 09/03

Robert E. Taylor

AIA Architect PA

710 St. Johns Ave / PO Box 267
Palatka, Florida 32177 / 32178-0267

Robert E. Taylor, Architect
Fl. Corp Registration No. AAC000589
GA Registration No. RA007674
NCARB No.. 40804

14 January 2013

Mr. Matt Newcomb
Palatka Police Department
110 North 11th Street
Palatka, FL. 32177

SUBJECT: Renovations and Additions
Palatka Police Department
Palatka, Florida 32177
Project No. 2102 82

Dear Sgt. Newcomb:

The following is a proposed Sheet Schedule, which is the basis for our proposal for Preliminary Design Phase of Architectural Services for Subject Project. This proposal was compiled with reference to a meeting with you on 10 December 2012, our experience from preparation of Drawings and data for two different projects recently performed for the City of Palatka relative to Mechanical and Electrical Upgrading for this Building.

PRELIMINARY DESIGN and DRAWINGS

We propose to revisit the Building and Site, photograph and measure important Building elements, produce a Preliminary Site Plan, indicate on-site and off-site improvements needed to meet requirements of applicable agencies. Investigate requirements for SJRWMD, and produce drawings and data to describe proposed changes and additions. The following is a more detailed schedule:

Sheet Schedule:

- SD1.1 - Existing Site Plan with Modifications, Abbreviations, Legend and Notes. Building Location, Dimensions, Set Backs, Property Lines, Driveway and Parking Lots, Sidewalks, and Site Elements. This assumes that a Survey of existing Site and Building is available or can be produced for our purposes. The survey and its preparation is to be by others and is not included in this proposal.**
- A1.1 - Existing Floor Plan with Modifications, Door and Finish Schedules**
- A1.2 - Existing Reflected Ceiling Plan with Modifications, Legend and Schedules**
- A1.3 - New Storage Building Plan and Elevations**

Meetings with you and your designated representatives to refine the program and produce Preliminary Drawings. Coordination, Code Research, Design Conferences and Water Management Evaluation.

Consultants

Verrando Engineering, Inc., Mechanical/ Electrical Engineer, One Site Visit and Report
Review existing Mechanical and Electrical Equipment.

Phone
386 325-7341

Fax
386-325-0608

Web Address
www.ret-tbd.com

E-mail
taylor@ret-tbd.com

Mr. Matt Newcomb
14 January 2013
Page 2 of 2

For purposes of submitting a fee proposal including Preliminary Drawings and Design as outlined above excluding an *Opinion of Probable Cost* (The Opinion of Probable Cost was not mentioned in the request for proposals), I will "guess" the following projected costs of renovations and new construction as follows:

• Renovations to existing Building 8,000 sq. ft.	approximately \$ 35 / Sq. Ft. = \$280,000	Projected Architectural Fee based on the Florida DMS Schedule = \$26,259
• New 1,350 sq. ft. Heated and Cooled area between Buildings,	approximately \$125 / Sq. Ft.= \$168,750	Projected Architectural Fee based on the Florida DMS Schedule = \$14,745
• New 2,000 sq. ft. CMU (concrete masonry unit, for security) Storage Building.	approximately \$ 75 / Sq. Ft. = \$150,000	Projected Architectural Fee based on the Florida DMS Schedule = \$10,197
<hr/> Total Guess of Probable Cost	<hr/> approximately = \$ 598,750	<hr/> Total Projected Fee = \$51,201

Based on the above Guess,

Preliminary Design Work and associated fees are approximately 15% of the total projected fee or \$7,680. If you wish to add an Detailed Opinion of Probable Cost to the Scope of Work, it can be added for \$2,295.00 or a **total proposed fee of \$9,975.00.**

We look forward to working with you on this important project. Once you have had an opportunity to review this proposal I would welcome an opportunity to meet with you and further discuss your ideas, desires, and time schedule.

Sincerely,



Robert E. Taylor, A.I.A.

RET/ret

Fee Guide Calculator

For Architectural and Engineering Services

State of Florida, Department of Management Services



Version Posted: March 2012

Project Name:	Renovations City of Palatka Police Department						
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
\$ 280,000	10.32%	9.39%	9.38%	8.47%	7.54%	6.63%	11.76%
CALCULATED FEE	\$28,905	\$26,284	\$26,259	\$23,704	\$21,112	\$18,557	\$32,928

Instructions: Fill in probable construction cost at left and push enter key.

GROUP DEFINITIONS:

- "A" - **CONSIDERABLY MORE THAN AVERAGE COMPLEXITY:** Complex Laboratories, Medical Hospitals
- "B" - **MORE THAN AVERAGE COMPLEXITY:** Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers
- "C" - **REPAIRS AND RENOVATIONS:** Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work
- "D" - **AVERAGE COMPLEXITY:** General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings
- "E" - **LESS THAN AVERAGE COMPLEXITY:** Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures
- "F" - **CONSIDERABLY LESS THAN AVERAGE COMPLEXITY:** Warehouses, Parking Garages, Storage Facilities
- "G" - **BUILDING ENGINEERING SERVICES:** Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:

The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- | | |
|---|---|
| <ul style="list-style-type: none"> -Feasibility Studies/ Analysis -Facility Programming -Master Planning -Soils Investigations/Reports -Surveys -Topographic/Boundary
Vegetation/Improvements/Utilities -Measured Drawings of Existing Facilities -Existing Facilities Analysis -Toxic Substance Mitigation Surveys and Consultation -Site Environmental Assessments -Site DRI, PUD, Site Plan Review and/or Zoning Modifications -Traffic Analysis and Traffic Signal Warrant Studies -Civil Engineering Design including
Paving/Grading/Utilities
/Drainage/Stormwater Management/Environmental & All Site
Permitting -Existing Site Utility Infrastructure Improvements -Site Lighting Design -Landscape Architectural & Irrigation Design -Specialty Consultants
Voice/Data Communications; Electronic/Audio
Visual; Food Service Equipment; Hazardous
Material; Hospital/Laboratory; Interior Design;
Indoor Air Quality; Quality Control;
Theater/Acoustical; Security -Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis | <ul style="list-style-type: none"> -LEED Consultation -Graphic and Signage Design -Special Code Reviews including ACHA -Detailed Cost Estimates -Documents Prepared For:
-Alternate Bids Exceeding Contract Scope
-Excessive Change Orders
-Multiple Construction Contracts
-Record Documents/As Built -Prolonged Construction Contract Administration Services -Structural Threshold Inspections -Project Representation During
Construction Beyond Bi-Monthly Administration -Additional Construction Contract
Administration Services for Multiple Contracts -Building Commissioning and Training Services -Post Occupancy Inspections/ Evaluations -Renderings/ Models -Substantive Changes to Scope, Size or Complexity -Owner Requested Changes to Approved Documents -Reimbursable Expenses*
Including, but not limited to, reproduction/ printing costs,
travel expenses and special mail service expenses |
|---|---|

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.

Fee Guide Calculator

For Architectural and Engineering Services

State of Florida, Department of Management Services



Version Posted: March 2012

Project Name:	New HVAC Area between Bldgs City of Palatka Police Department						
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
\$ 168,750	10.73%	9.72%	9.61%	8.74%	7.74%	6.77%	12.88%
CALCULATED FEE	\$18,102	\$16,408	\$16,219	\$14,745	\$13,068	\$11,418	\$21,736

Instructions: Fill in probable construction cost at left and push enter key.

GROUP DEFINITIONS:

- "A" - **CONSIDERABLY MORE THAN AVERAGE COMPLEXITY:** Complex Laboratories, Medical Hospitals
- "B" - **MORE THAN AVERAGE COMPLEXITY:** Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers
- "C" - **REPAIRS AND RENOVATIONS:** Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work
- "D" - **AVERAGE COMPLEXITY:** General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings
- "E" - **LESS THAN AVERAGE COMPLEXITY:** Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures
- "F" - **CONSIDERABLY LESS THAN AVERAGE COMPLEXITY:** Warehouses, Parking Garages, Storage Facilities
- "G" - **BUILDING ENGINEERING SERVICES:** Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:
 The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- | | |
|---|---|
| <ul style="list-style-type: none"> -Feasibility Studies/ Analysis -Facility Programming -Master Planning -Soils Investigations/Reports -Surveys -Topographic/Boundary
Vegetation/Improvements/Utilities -Measured Drawings of Existing Facilities -Existing Facilities Analysis -Toxic Substance Mitigation Surveys and Consultation -Site Environmental Assessments -Site DRI, PUD, Site Plan Review and/or Zoning Modifications -Traffic Analysis and Traffic Signal Warrant Studies -Civil Engineering Design including Paving/Grading/Utilities
/Drainage/Stormwater Management/Environmental & All Site Permitting -Existing Site Utility Infrastructure Improvements -Site Lighting Design -Landscape Architectural & Irrigation Design -Specialty Consultants
Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security -Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis | <ul style="list-style-type: none"> -LEED Consultation -Graphic and Signage Design -Special Code Reviews including ACHA -Detailed Cost Estimates -Documents Prepared For:
-Alternate Bids Exceeding Contract Scope
-Excessive Change Orders
-Multiple Construction Contracts
-Record Documents/As Builts -Prolonged Construction Contract Administration Services -Structural Threshold Inspections -Project Representation During Construction Beyond Bi-Monthly Administration -Additional Construction Contract Administration Services for Multiple Contracts -Building Commissioning and Training Services -Post Occupancy Inspections/ Evaluations -Renderings/ Models - Substantive Changes to Scope, Size or Complexity -Owner Requested Changes to Approved Documents -Reimbursable Expenses*
Including, but not limited to, reproduction/ printing costs, travel expenses and special mail service expenses |
|---|---|

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.

Fee Guide Calculator

For Architectural and Engineering Services

State of Florida, Department of Management Services



Version Posted: March 2012

Project Name:	New Storage Building City of Palatka Police Department						
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
\$ 150,000	10.82%	9.80%	9.67%	8.80%	7.79%	6.80%	13.16%
CALCULATED FEE	\$16,232	\$14,703	\$14,498	\$13,201	\$11,687	\$10,197	\$19,741

Instructions: Fill in probable construction cost at left and push enter key.

GROUP DEFINITIONS:

- "A" - **CONSIDERABLY MORE THAN AVERAGE COMPLEXITY:** Complex Laboratories, Medical Hospitals
- "B" - **MORE THAN AVERAGE COMPLEXITY:** Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers
- "C" - **REPAIRS AND RENOVATIONS:** Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work
- "D" - **AVERAGE COMPLEXITY:** General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings
- "E" - **LESS THAN AVERAGE COMPLEXITY:** Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures
- "F" - **CONSIDERABLY LESS THAN AVERAGE COMPLEXITY:** Warehouses, Parking Garages, Storage Facilities
- "G" - **BUILDING ENGINEERING SERVICES:** Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:

The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

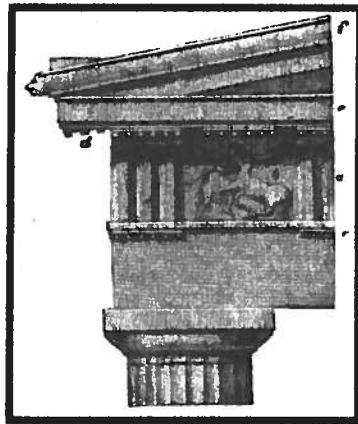
- | | |
|---|---|
| <ul style="list-style-type: none"> -Feasibility Studies/ Analysis -Facility Programming -Master Planning -Soils Investigations/Reports -Surveys -Topographic/Boundary Vegetation/Improvements/Utilities -Measured Drawings of Existing Facilities -Existing Facilities Analysis -Toxic Substance Mitigation Surveys and Consultation -Site Environmental Assessments -Site DRI, PUD, Site Plan Review and/or Zoning Modifications -Traffic Analysis and Traffic Signal Warrant Studies -Civil Engineering Design including Paving/Grading/Utilities /Drainage/Stormwater Management/Environmental & All Site Permitting -Existing Site Utility Infrastructure Improvements -Site Lighting Design -Landscape Architectural & Irrigation Design -Specialty Consultants
Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security -Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis | <ul style="list-style-type: none"> -LEED Consultation -Graphic and Signage Design -Special Code Reviews including ACHA -Detailed Cost Estimates -Documents Prepared For:
-Alternate Bids Exceeding Contract Scope
-Excessive Change Orders
-Multiple Construction Contracts
-Record Documents/As Built -Prolonged Construction Contract Administration Services -Structural Threshold Inspections -Project Representation During Construction Beyond Bi-Monthly-Administration -Additional Construction Contract Administration Services for Multiple Contracts -Building Commissioning and Training Services -Post Occupancy Inspections/ Evaluations -Renderings/ Models -Substantive Changes to Scope, Size or Complexity -Owner Requested Changes to Approved Documents -Reimbursable Expenses*
Including, but not limited to, reproduction/ printing costs, travel expenses and special mail service expenses |
|---|---|

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.

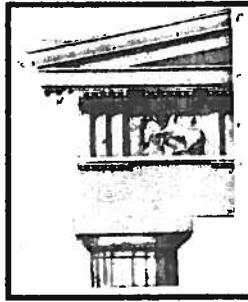
Palatka Police Department

Alteration and Renovation of existing facility and addition
of new stroage building

Palatka, Florida



Anthony R. Harwell
Architect



Anthony R. Harwell
Architect

Florida Architect # A.R.95000

www.anthonharwell.com

Date Prepared	February 25, 2013	Clients Name	City of Palatka FL Police Department
Prepared By	Anthony R. Harwell	Attention	Sgt. Matt Newcomb Palatka Police Dept.
Regarding	Remodel of existing building and new storage building	Project	Schematic Design for the remodel of the existing building and a 1500 S.F. to 2500 S.F. storage building in Palatka, FL

1. A/E Disciplines Proposed

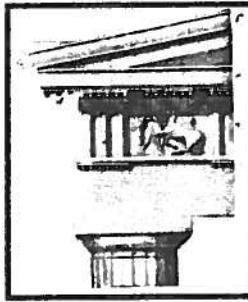
1.1. Architecture

2. Phases of A/E Design Services

2.1. Schematic Design

3. Basis of Compensation

3.1. Schematic Design	= \$ 6,500
3.2. Compensation shall be a Stipulated Sum of Six thousand five hundred dollars.	= \$6,500.00
3.3. Compensation Schedule	
3.6.1 At signing of contract	= \$ 1,300 .00
3.6.2 100% completion of Schematic Design	= \$ 5,200.00



Anthony R. Harwell
Architect

Florida Architect # SLR95000

www.anthoniharwell.com

4. Not in Contract

- 4.1. Programming
- 4.2. Site analysis
- 4.3. Survey
- 4.4. Civil and Landscape design
- 4.5. Post Occupancy Evaluation
- 4.6. Furniture Fixtures and Equipment
- 4.7. Interior Design
- 4.8. Mechanical, Electrical, Plumbing, and Structural Enigeering.

5. Additional Services shall be based on an hourly rate

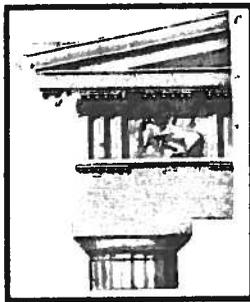
- 5.1. Additional services not included in the Basic A/E services. Any unforeseen issues during construction that need attention

6. Hourly Billable Rates

Principal	\$125.00
Senior Architect/Project Manager I	\$125.00
Draftsmen	\$75.00
Clerical	\$35.00

7. Reimbursable Expenses

- 7.1. Expense of CADD plots and reproduction of documents (excluding those exclusively for the office use of the Architect and Architects Consultants), postage, express mail services, communications and delivery services.
- 7.2. Expenses of additional insurance coverage or limits, including professional liability insurance, required by the Owner in excess of that normally carried by the Architect and The Architect's Consultants.



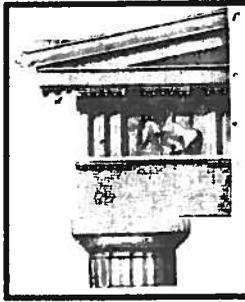
Anthony R. Harwell
Architect

Florida Architect # A.R.95000

www.anthonharwell.com

8. Residual

- 8.1 Client and Architect agree that any claims or disputes arising from this agreement will be resolved through mediation, and if necessary, final and binding arbitration. All claims or disputed include, but, are not limited to, performances, nonperformance, breach of contract, tort, course of conduct, course of detailing, verbal or written statements, fraud, misrepresentation, unfair or deceptive trade practices, actions or omissions, punitive damages, the arbitration of claims or disputes, or any other claims or disputes Client and Architect may have, whether based in law or equity. Client and Architect agree that the venue for any mediation and/or arbitration will be in Putnam County, Florida.
- 8.2 Either party may terminate this agreement at any stage, in good faith upon not less than seven (7) days' written notice. If Client terminates the agreement in good faith, Client shall pay for work performed by the Architect up to the date of written notice.
- 8.3 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.
- 8.4 The Architect shall submit and invoice for services performed and expenses incurred and shall be made monthly in proportion to services phase performed. Payments are due and payable upon presentation of architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the maximum legal prevailing rate at the architect's principal place of business. If payment is not received within 45 days after giving notice to the Owner, the architects shall have the sole right to suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this agreement. If the Owner objects to an invoice, it must



Anthony R. Harwell
Architect

Florida Architect # A.R.95000

www.anthonharwell.com

advise the Architect in writing giving its reasons within 14 days of receipt of the invoice or the Owner's objections will be waived and the invoice shall conclusively be deemed due and owing. If the Owner objects to only a portion of the invoice, payment for all other portions remains due within 30 days of receipt. At no time during the project shall an outstanding balance exceed twenty 20% of the total basic service fee. Anthony Harwell, Architect reserves the right to invoice for time and expense in attempts to collect unpaid debt after 120 days of invoice at the architect's hourly rate.

Upon signing of this proposal the Architect will prepare an American Institute of Architects (AIA) Standard Form of Agreement for both, the Owner and Architect to sign.

Owner

(Printed Name)

(Signature)

Agenda Item

3c



AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, Florida, amending the FY2011-2012 Budget to make the Health Insurance Premium Contingency Settlement invoice payment

DEPARTMENT: Finance

ATTACHMENTS: Ordinance Resolution Motion
 Support Documents Other

SUMMARY: Before FY2007-2008, the City of Palatka and Florida Blue (Blue Cross Blue Shield Florida) entered into a contingent premium agreement. Under this agreement the City would pay 90% of the underwritten rate, based upon previous claims, administration and pooling. Once the year was completed, using a formula based upon the City's total amount of incurred claims would determine whether the City owed any additional premiums up to 105% of the standard health insurance premium rate.

Every year around March or April, the City receives an annual premium settlement invoice for the amount we owe (if any). A few weeks ago, we received the premium settlement invoice for FY2011-2012 and the formula showed that we now owe the maximum rate payable of 105% of the standard health insurance premium rate which was calculated to be \$191,251 (see attached).

During the FY2012-2013 budget process, a contingency was budgeted in each fund that had employees that participated in the health insurance plan in case a contingent premium would be owed. However, these budgeted contingencies only total \$91,826 which covers less than half of the \$191,251 contingent premium that is owed. A portion (\$15,098.88) will be paid by the Palatka Gas Authority because they were allowed to join the City's health insurance group starting in FY2011-2012. However, this still leaves approximately \$84,325 that was not budgeted for.

This budget amendment will move the \$91,826 that was placed in health insurance contingency lines in each fund to expense lines where the settlement invoice will be paid from. It will also move the remaining \$84,325 from other general contingency and/or cash reserve lines in order to have the proper amount budgeted under each expense line for payment of the settlement invoice.

RECOMMENDED ACTION: Adopt Resolution 2013-9-100 in order to budget the proper amounts in each fund to make the FY2011-2012 health insurance contingency premium settlement invoice payment.

DEPARTMENT HEAD Submitted: Matt Reynolds Date: 04-02-2013
 Requested Agenda: Consent Date: 04-11-2013

FINANCE DEPARTMENT Budgeted Yes No N/A *MR* Date: 04-02-2013

CITY ATTORNEY Approved as to Form and Correctness Date: _____

CITY MANAGER Approved Agenda Item For: *(Signature)* Date: 4/18/13

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

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

RESOLUTION No. 9 -

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AMENDING THE FY 2012-2013 BUDGET**

WHEREAS, the City of Palatka deems it reasonable and necessary to amend the FY 2012-2013 budget.

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

1. That the revenues of the City of Palatka General Fund Budget for the Fiscal Year 2012-2013 are amended as follows:

REVENUES:		Last	Recommended	As
<i>Revenue Number</i>	<i>Description</i>	Approved	Amendments	Amended
001-00-381-0-1300	TRANSFER FROM GAS AUTHORITY	\$ 500,000	\$ 15,099	\$ 515,099
TOTAL REVENUES AMENDED:		\$ 500,000	\$ 15,099	\$ 515,099

2. That the expenditures of the City of Palatka General Fund Budget for the Fiscal Year 2012-2013 are amended as follows:

EXPENDITURES:		Last	Recommended	As
<i>Expenditure Number</i>	<i>Description</i>	Approved	Amendments	Amended
001-01-512-1-2301	HEALTH INS-CONTINGENT PREMIUM	\$ -	\$ 10,901	\$ 10,901
001-02-524-1-2301	HEALTH INS-CONTINGENT PREMIUM	\$ -	\$ 5,470	\$ 5,470
001-04-514-1-2301	HEALTH INS-CONTINGENT PREMIUM	\$ -	\$ 709	\$ 709
001-17-516-1-2301	HEALTH INS-CONTINGENT PREMIUM	\$ -	\$ 1,806	\$ 1,806
001-03-575-1-2301	HEALTH INS-CONTINGENT PREMIUM	\$ -	\$ 709	\$ 709
001-07-521-1-2301	HEALTH INS-CONTINGENT PREMIUM	\$ -	\$ 50,037	\$ 50,037
001-08-522-1-2301	HEALTH INS-CONTINGENT PREMIUM	\$ -	\$ 34,725	\$ 34,725
001-09-541-1-2301	HEALTH INS-CONTINGENT PREMIUM	\$ -	\$ 3,650	\$ 3,650
001-15-572-1-2301	HEALTH INS-CONTINGENT PREMIUM	\$ -	\$ 3,990	\$ 3,990
001-04-519-3-4511	HEALTH INS CLAIMS-CONTINGENT PREMIUM GAS AUTHORITY	\$ -	\$ 15,099	\$ 15,099
001-82-581-9-9902	HEALTH INSURANCE CONTINGENCY	\$ 59,822	\$ (59,822)	\$ -
001-82-581-9-9900	GENERAL CONTINGENCY	\$ 75,043	\$ (52,175)	\$ 22,868
TOTAL EXPENDITURES AMENDED:		\$ 134,865	\$ 15,099	\$ 149,964

3. That the expenditures of the City of Palatka Water Fund Budget for the Fiscal Year 2012-2013 are amended as follows:

Agenda
Item

3d



CITY COMMISSION AGENDA ITEM

SUBJECT: Special Events Permit #13-22 – 24th Annual Wolfson Children’s Hospital Bass Tournament -- Request for permission to exceed allowable noise levels & City Dock closure

DEPARTMENT: Special Events

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

SUMMARY: These are special request items for Special Events Permit #13-22. This will grant permission to exceed allowable noise levels for boat launch and weigh-in, and closure of City Dock during the 24th Annual Wolfson Children’s Hospital Bass Tournament, scheduled for May 16 through 18, 2013.

RECOMMENDED ACTION:

- 1. Grant permission to exceed allowable noise levels for the following Dates and Times:
May 16th, 2013 4am-6pm
May 17th, 2013 4am-6pm
May 18th, 2013 4am-6pm

*Required for to National Anthem @ Launch and Afternoon Weigh In, both amplified sound.

- 2. Closure of City boat ramp Friday May 17th, 2013 through Saturday May 18th, 2013.

DEPARTMENT HEAD Submitted: Jeff Norton Date: 03/27/2013
Requested Agenda Consent Date: 04/11/2013

FINANCE DEPARTMENT Budgeted ___ Yes ___ No X N/A Date: 4/4/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: Date: 4/3/13

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

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

MEMORANDUM

To: City of Palatka Commissioners
From: Jeff Norton, Special Events Coordinator & Parks Supervisor
Date: March 27th, 2013
Re: 24th Annual Wolfson Children's Hospital Bass Tournament

Attached please find the Special Events Permit Application # 13-22 for the above referenced event. Staff's recommendations are as follows:

1. Grant permission to exceed allowable noise levels defined in Chapter 30 of the Code of Ordinances during Special Event hours:

May 16th, 2013 4am-6pm

May 17th, 2013 4am-6pm

May 18th, 2013 4am-6pm

Noise Variance required due to National Anthem @ Launch and Afternoon Weigh In

2. Close the City Boat Ramp on Friday May 17th, 2013 through Saturday May 18th, 2013.

If you have any questions or concerns please contact me at 386-326-3084 or 386-937-3093.

Jeff Norton
Special Events Coordinator

APPLICATION # 13-22

(circle one below)

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

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

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

RECEIVED
FEB 20 2013

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 Wolfson Children's Hospital Bass Tournament
 - a. Brian Seay 2251 Rosselle St. Jacksonville, FL 32201
 - b. CONTACT PERSON Brian Seay TELEPHONE 904-509-9289
 - c. _____ FAX # 904-398-9856
2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY.
3. IF DIFFERENT FROM ABOVE
4. Same
 - a. CONTACT PERSON Same TELEPHONE _____
 - b. _____ FAX # _____
5. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Open Boat Bass Tournaments
6. _____
7. DATE & HOURS OF DESIRED USE: 24 hours per day May 16 - 18, 2013
8. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
Entire Park-City Docks Amphitheater, Gazebo, Concession Stand
9. ROAD CLOSURES: None
10. REQUEST FOR NOISE VARIANCE(Dates and Times): None
11. REQUEST FOR ALCOHOL VARIANCE(Dates, Times, Location): None
12. ESTIMATE OF ANTICIPATED ATTENDANCE 2000-3000, Sat. May 18, 2013
13. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT One Weigh-in trailer
400-500 trucks and bass boat trailers (Saturday Only)
14. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES
 - a. CLASS A: _____ \$150.00- up to 10,000 in attendance per day
 - _____ \$225.00- 10,000 - 40,000 in attendance per day
 - _____ \$300.00- 40,000 - 80,000 in attendance per day
 - b. CLASS B: \$100.00 per day Up to 1,000 persons per day
 - c. CLASS C: _____ \$50.00 per day (limited impact on traffic, parking etc.) Events such as Weldings, 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)
15. OTHER COSTS : Fees will be determined at the pre-assessment meeting with the organizers and the City Department Heads.
16. 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 Parks Department office at 386-329-0100 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.

20-Feb-2013
DATE

James B. Deary
SIGNATURE OF APPLICANT

APPROVED:

[Signature] 2/24/2013
SPECIAL EVENTS COORDINATOR DATE

[Signature] 3/22/13
CHIEF OF POLICE DATE

[Signature]

RETURN TO:
JEFF NORTON
SPECIAL EVENTS COORDINATOR
201 N. 2nd Street
Palatka, FL 32177

COPIES TO:
Parks Dept.
Police Dept.
Fire Dept.
Sanitation Dept.
City Clerk

Downtown Palatka, Inc.
Keep Putnam Beautiful
Chamber of Commerce
Palatka Daily News



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

To be completed by Special Events Coordinator

Meeting Date: 3/26/2013 Special Events Coordinator: Jepp Norton

- | | |
|---|----------------------------------|
| <input type="checkbox"/> Site Sketch Provided | Event Classification: |
| <input type="checkbox"/> Tentative Schedule of Events | Class A <input 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: Twenty Fourth Annual Wolfson Children's Bass Tournament

Type of Event: Open Boat Bass Tournament

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

Location of Event: Palatka City Docks, entire waterfront

Requested dates and times of events (not including set-up and tear down):

	Date	Day	Begin	End
Event Day 1	<u>5/16/13</u>	<u>Thursday</u>	<u>4:00 AM/PM</u>	<u>6:00 AM/PM</u>
Event Day 2	<u>5/17/13</u>	<u>Friday</u>	<u>4:00 AM/PM</u>	<u>6:00 AM/PM</u>
Event Day 3	<u>5/18/13</u>	<u>Saturday</u>	<u>2:00 AM/PM</u>	<u>7:00 AM/PM</u>
Event Day 4	_____	_____	_____AM/PM	_____AM/PM

Set-up for event will begin on (Date) Wed., May 15, 2013 at (time) 8:00 AM

Break down will be completed by (Date) Sat., May 18, 2013 at (time) 8:30 PM

~~268~~
3/22/13

EVENT: 27th Annual Wolfson's Bass Tournament EVENT SPONSOR/ORGANIZATION Wolfson Children Hospital
Name of Promoter Brian Swain Tax Exempt No.: _____

Fee Worksheet (To be completed by Special Events Coordinator or Designee)

Special Event Permit fees \$ 100 Per Day x 3 Days = \$ 300.00
Law Enforcement (City Police) \$23.00 per hour x _____ Officer(s) x 58 Hours = \$ 1,334.00
Fire Personnel \$23.00 per hour x _____ Personnel x _____ Hours = \$ _____
Building Inspector \$23.00 per hour x _____ x _____ Hours = \$ _____
Sanitation Equipment fee
Of Green Roll Out Containers _____ x \$ 15.00 per container = \$ _____
Additional Charges (List)

Refundable Deposit \$500.00 required (circle one) Yes No \$ _____
Total Estimated Fees \$ 1,634.00

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

APPLICANT INFORMATION:

Name: Brian Seay - Tournament Director
Telephone: 904-981-0276 Fax: 904-398-9856 Cellular: 904-509-9289
Address: 2251 Rosselle St. Jacksonville, FL 32204

Name: Melodie Cannon - Tournament Secretary
Telephone: 904-398-4744 Fax: 904-398-9856 Cellular: 904-468-0273
Address: _____

Other contacts/Keyholders:

Name: Angela Holden Telephone: 904-202-1525
Cellular: _____ Fax: _____

Name: N/A Telephone: _____
Cellular: _____ Fax: _____

Estimated Peak Number of Participants (each day of event): Day 1 200
Day 2 160 Day 3 1000 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: _____
N/A

Inspection(s) - Date and time requested: _____

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

Number of EMS Personnel required: None

Number and proposed location of portable toilets: (note location on site map)
20 plus 1 handicapped - various locations around park

- Carnival location (if any) (note location on site map) N/A
- Number of sanitation roll-out containers required: We will supply trash boxes
- Location of parking/transportation services, if any: Various lots around town
- Type Transport Vehicles (Van, buses, etc.): Trucks with boats/trailers and one shuttle van
- Location of security and emergency vehicle parking on site: _____
- Public street barricades/street closures/detours: (note locations on site map) Same as previous years
- Temporary Parking, directional Signage needed: Same as previous years
- Main emergency vehicle access to site (location -- also note on site map): N/A
- Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.: (note on site map) Same as previous years. Ramp area mornings and afternoons *organizer to contact concession stand for registration, Amphitheater Area for weigh-ins*
- Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map): 5+ Food vendors at Amphitheater Area *leased of concession stand*
- Number and location of static/mobile displays (note on site map): None
- Location of event staff management (headquarters): Quality Inn & Suites (Riverfront)
- Staff Uniform Identification: N/A
- Main sound system location: Amphitheater Area in afternoon and ramp area in the mornings.
- Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, competition courses, etc.): Launches at ramp area and weigh-in at amphitheater

- Number and location of temporary signs/banners: Sponsor banners around park
- Number and location of promotional visual effects: _____
Weigh-in trailer - Amphitheater
- Watercraft: Participants boats and 2 check boats
- Aircraft: None
- Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.): Banners in various locations around park
- Date(s) and times of setup/breakdown: Set up Wed. May 15, 2013- 8:00 AM
Breakdown Saturday, May 18, 2013 following weigh-in
- Name(s) and Type of Musical Bands to Perform (dates & times of performances): _____
N/A
- Noise Abatement Requirements: _____
- Adjoining Properties Impacted (Notification needed?): Various parking lots in
area for anglers and spectators
- 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: Just those already on site

Items Outstanding:

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

Palatka Police Department

**Operations Plan
Wolfson Bass Tournament 2013**

*Approved
JFB
2/22/13*

OIC: Sergeant Hawkins

Dates: May 16, 2013 thru May 18, 2013

Event Times: Early morning hours until late afternoon hours on each day.

Police Detail Times:

May 18, 2013

0200 hours – 0800 hours -	1 Officer for traffic / OIC =	6 hours
	3 Officers for traffic =	18 hours
	1 Officer for security =	6 hours

*(2 PSA volunteers to assist with traffic = 12 hours)

1400 hours – 1900 hours -	1 Officer for traffic / OIC =	5 hours
	3 Officers for traffic =	15 hours
	1 Officer for security =	5 hours

*(2 PSA volunteers to work traffic = 10 hours)

1500 hours – 1800 hours -	1 Officer for Voice Stress =	3 hours
---------------------------	------------------------------	---------

Total Hours for reimbursement	58 hours
-------------------------------	----------

*PSA hours are not part of the reimbursement costs

Command Post: Not stationary

Agency Contacts:

Palatka Police Department -

Sergeant Hawkins

Central Dispatch -

Dispatch Supervisor on duty

Wolfson -

Brian Seay (904-509-9289) or Mike 904-759-6473

If rescue or other agency assistance is needed they will be called and dispatched through the Sheriff's Office.

Event Information:

The event is scheduled for set up on May 15th.

The event will have some displays and exhibits at various locations at the riverfront and city dock, 15th through the 18th.

On May 16th and 17th smaller bass tournaments are scheduled, but due to their attendance they don't require police assistance. Decoy police vehicles will be used during the event as a crime deterrent and extra patrol will be done by on duty personnel. One decoy

vehicle will be placed near the boat ramp and the other decoy vehicle near the clock tower if available.

The main bass tournament that will require police assistance will be on May 18th and the times are listed above under police detail times. The event will have approximately 400 to 600 vehicles with trailers that will need to be parked. The Police Officers and PSA's assigned to the detail will be directing the vehicles so they can be parked in various locations near the boat ramp.

Communications:

All Officers and PSA's working the detail will use a radio channel designated by the OIC.

The OIC will contact the communications supervisor before the event to establish what radio channel will be used.

Communications with Wolfson staff will be done by word of mouth or cell phone.

Traffic Control / Maps:

A map of the area will be provided indicating where decoy vehicles will be parked. The map will also indicate where Officers and PSA's will be assigned, road closures and parking areas. This will be done based on pre event coordination with the organizers.

Compensation / Reimbursement:

The event and overtime hours are listed in the OPS plan for approval.

The organization will be reimbursing the city for overtime costs.

Total hours being reimbursed - 58

Security:

The officer assigned to the security portion of the detail will be responsible for being in the area of where event staff handles the money transactions.

Outside Support:

If anyone from another agency or organization is utilized for any security or traffic control they will be directed through the OIC and fall under the Incident Command System. In past events Police Service Aids and or Police Explorers have responded to assist. These resources will be given assignments by the Incident Commander.

Equipment Needed:

The uniform will be the standard duty uniform for officers and the regular PSA uniform for PSA's.

Traffic vests will be worn.

Flash lights will be utilized.

Portable radios will be used.

The OIC will make contact with the Streets Department before the event to make sure the barricades will be delivered before the event takes place.

Decoy police vehicles will be used during the event as a crime deterrent.

Arrests:

No arrests are expected, if an arrest is made the on duty zone officer will be used to transport and assist if needed.

Medical:

If an incident occurs and rescue is needed they will be dispatched through communications.

Transportation:

Marked patrol vehicles.

Golf carts.

Briefing:

Briefing will be held at the start of the detail (3rd and Laurel Street).

Post occurrence duties:

Officers working the detail will be given assignments by the OIC to open roads and take down barricades.

All equipment and Police Department property will be accounted for.

Debrief:

Debrief will be held at 3rd and Laurel Street after post occurrence duties are completed.

All officers and PSA's working the detail will attend the debriefing along with a representative for the Wolfson tournament. If a representative from the tournament is unable to attend the debriefing the OIC will make contact with that person and document any concerns.

After Action Report:

The OIC will complete an after action report listing any problems or changes that need to be made to the operations plan.

The report will be submitted to the Patrol Commander.

City of Palatka Special Events

201 North 2nd Street
 Palatka FL 32177

Estimate

Date	Estimate #
3/26/2013	4

Name / Address
Wolfson's Children Bass Tournament Brian Seay 2251 Rosselle Street Jacksonville, FL 32201

Project

Description	Qty	Rate	Total
Class B Special Events Permit (Wolfson's Children Bass Tournament May16-18, 2013	3	100.00	300.00
Police Officers at \$23.00 an hour per officer (the Police Officers will work 58 total hours during the Wolfson's Children Hospital Bass Tournament)	58	23.00	1,334.00
NET 14 DAYS PRIOR TO EVENT			Total
			\$1,634.00

Agenda Item

4



AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, Florida, approving the ranking of respondents to the “Call to Artists” for the selection of a sculptor for the NEA Arts in Public Places Grant, and authorizing the City Manager to negotiate with the top-ranked artist for the development and installation of the public art piece – *Adopt per CRA Recommendation (meeting 4/11/13)*

DEPARTMENT: City Hall

ATTACHMENTS: Ordinance Resolution Motion
 Support Documents Other

SUMMARY: On October 11, 2012 the City Commission adopted Resolution 9-39 accepting a National Endowment for the Arts (NEA) Grant. This grant has three parts:

1. Plan waterfront sculpture garden and install first phase of art;
2. Complete selection of waterfront design elements and plan dissemination throughout the City; and
3. Initiate a new annual event entitled River Reflections, an interactive light projection over the St. Johns River.

Of the three parts the CRA’s financial contribution is committed solely for the selection and installation of art.

On February 15, 2013 a Call to Artists was advertised for the commissioning and/or acquisition of public art. On March 8, 2013 twelve proposals were received. A set of criteria was established to evaluate each proposal. In addition to the evaluation criteria, the proposals were presented to five stakeholder groups (Downtown Palatka Inc., Palatka Main Street, South Historic Neighborhood Association, North Historic District Neighborhood Association and Conlee Snyder Mural Committee) for input. The steering committee and selection committee are scheduled to meet on April 9th at 11:00 am to make a final recommendation to the CRA for acceptance. This final recommendation will take into account selection committee scoring and stakeholder group input. That recommendation will be forwarded to the CRA for inclusion in the agenda packet and made public immediately following that meeting.

This component of the project is funded by \$20,000 in Central Business District Tax Increment Funds and \$4,500 in NEA grant funds.

RECOMMENDED ACTION: Adopt resolution 2013-9-101 accepting the NEA grant public art proposals ranking and authorizing the City Manager to negotiate with the top ranked artist for the development and installation of the public art piece, per 4/11/13 CRA Recommendation

DEPARTMENT HEAD Submitted: Jonathan Griffith Date: 04-04-13
Requested Agenda: Regular/CRA Bus. Date: 04-11-13

FINANCE DEPARTMENT Budgeted Yes No N/A *mf* Date: 4/4/13

CITY ATTORNEY Approved as to Form and Correctness Date: _____

CITY MANAGER Approved Agenda Item For: *CM* Date: 4/4/13

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

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

RESOLUTION NO. 2013-9-101

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA ACCEPTING THE NEA GRANT PUBLIC ART PROPOSALS RANKING AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE WITH THE TOP RANKED ARTIST FOR THE DEVELOPMENT AND INSTALLATION OF THE PUBLIC ART PIECE

WHEREAS, on October 11, 2012 the City of Palatka adopted Resolution 9-39 accepting a National Endowment for the Arts (NEA) Grant; and

WHEREAS, the National Endowment for the Arts have granted funds, in the amount of \$25,000 to support the integration of public art and design into Palatka's riverfront master plan; and

WHEREAS, on September 13, 2012 the City of Palatka Community Redevelopment Agency has pledged matching funds, in the amount of \$20,000 Cash and \$10,000 in-kind, to support the integration of public art and design into Palatka's riverfront master plan; and

WHEREAS, on February 15, 2013 the City of Palatka advertised for Public Art Submissions; and

WHEREAS, on March, 8 2013 twelve proposals were received; and

WHEREAS, on April 9, 2013 a committee met and selected the top three proposals; and

WHEREAS, the steering committee desires to work with the top ranked respondent for the development and installation of a public art piece.

NOW THEREFORE, be it resolved as follows:

1. That the City of Palatka City Commission confirms and approves the selection and ranking in the following order:
 1. Douglas Hays – Anhinga or Commissioned Bass Sculpture
 2. Jenn Garrett – River Reflections Arches
 3. Leslie Tharp - River Currents
2. That the City Manager is hereby authorized to negotiate with the top ranked artist for the development and installation of the public art piece.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 11TH day of April, 2013.

CITY OF PALATKA

DOUG HAYS

Sculptor | Blacksmith

Post Office Box 790, Paisley, Florida 32767
352.669.6131 | www.DougHaysArt.com | doug@DougHaysArt.com

March 5, 2013

RE: River Reflections Call for Artists
Letter of Intent

Dear committee members,

In response to your call to artists, I would like to submit a proposal to sculpt an anhinga or an egret for the City of Palatka Riverfront park.

The anhinga and egret are common to the St. John's river and are symbolic of waterside living. They represent the core community values of conservation and quality of life.

These sculptures can be scaled to fit budget and site, from a smaller sculpture that would cost from 2-4 thousand dollars, (four+ foot wingspan on a column 4-8 feet tall.) Or a large scale project that would cost between 12 to 18 thousand dollars. (eight foot wingspan, ten to fourteen feet tall with column). I've completed many similar sculptures in these size ranges and budgets. This would give the committee the flexibility to acquire multiple sculptures from different artists.

These would be made of heavy gauge mild steel and given a maintenance free natural patina. The sculptures would be mounted on a weathered steel post, several inches in diameter to resemble a dock piling and would be bolted into concrete with stainless all thread anchors epoxied permanently in place. This technique was been employed to mount the Heron in Ferran Park in Eustis as per engineer's specifications.

This sculpture would be completed by the November deadline and installed December - February as specified.

Thank you for your consideration.

Doug Hays

Illustration 3 - Anhinga

PROPOSED DETAILS:

Color - gray

Finish - powder coat

Materials - mild steel

Dimensions - variable according to budget



Doug Hays

Illustration 2 - Anhinga

PROPOSED DETAILS:

Color - brown

Finish - oxidized steel

Materials - mild steel

Dimensions - variable according to budget

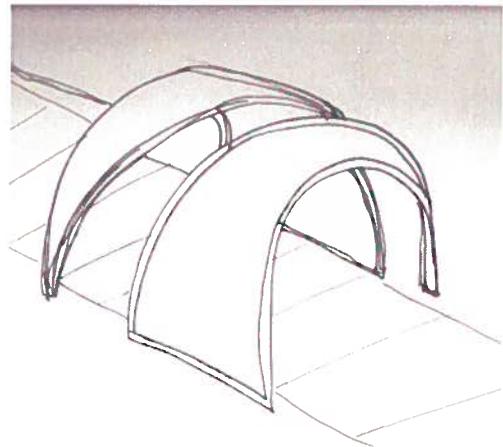


Palatka River Reflections Letter of Interest

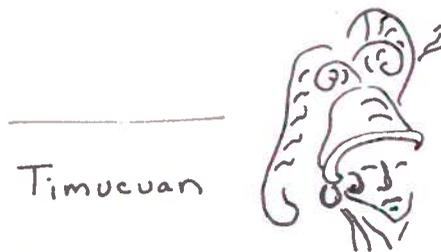
Dear selection committee members,

Thank you for the opportunity to submit my ideas for this prestigious project. My idea reflects the history of Palatka as a dynamic river city. In the tradition of many great cities, I propose creating a historic arch that is reflective of Palatka's rich history. The Palatka arch will be a new interpretation of the arch, created from aluminum plate and tubing. The tubing, specified by an engineer, will support curved aluminum plate, creating an arch that will act like a gateway.

The arch could be placed atop an existing sidewalk and will be large enough for pedestrians to safely walk through the arch/gateway (minimum 8'+ high clearance). As they walk through, they will be able to gaze at the aluminum plate that will be pierced with images that reflect the history of Palatka mixed in with swirls that will depict the currents and the passage of time along the St. Johns River. The line drawings cut in the aluminum (line width appx $\frac{1}{8}$ " - $\frac{1}{4}$ ") will allow light to pass through the aluminum plate, creating a shadow of the images on the ground beneath the gateway.



There are many options of what historic themes and events should be depicted in the arch. In the images following this letter, I have included examples of possible images that I discovered during my initial research into the project. Things like Bass and Mullet, that have been caught in the river for hundreds if not thousands of years, can be drawn within the swirls of the river currents. I was inspired by an etching of the Timucuan Indians, the original Palatka residents. I also sketched images of paddleboats and gunboats, Palatka's great fire during the Seminole War, as well as Palatka's famous blue crab and azaleas. Next to the gateway, I would like to place a legend that shows the individual images so that visitors can spend a moment looking for each image either directly in the aluminum, or in the shadow that it will cast on the ground. There is plenty of room for more images and I look forward to working with the committee to indentify other historical events





and significant facets of the Palatka community that can be highlighted through the sculpture.

I would like to create two arches, anchored separately, that will create the gateway. The arches will be anchored to concrete foundations with anchoring bolts, or will follow the specifications put forth by a structural engineer. The tubing and plate will be welded together and will be fabricated to the specifications of the project engineer (or city engineer). The two arches will allow for numerous images to reflect Palatka's history. If the committee would prefer a single arch, for budget reasons or otherwise, this proposal can be amended.

Thank you, again, for the opportunity to present my ideas. I hope that you will feel free to contact me via phone or email to discuss this idea further or to clarify anything you have seen in this proposal.

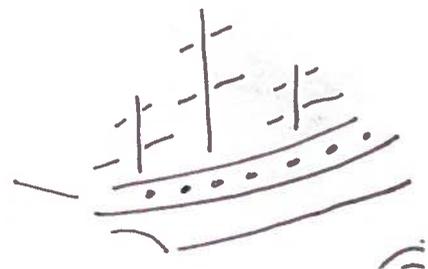
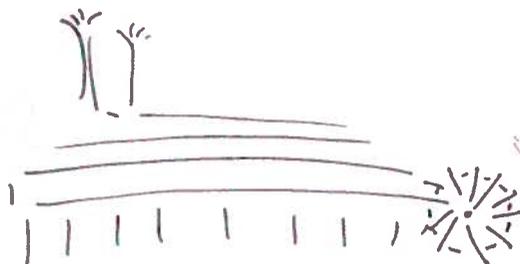
Jenn Garrett

Proposed Costs:

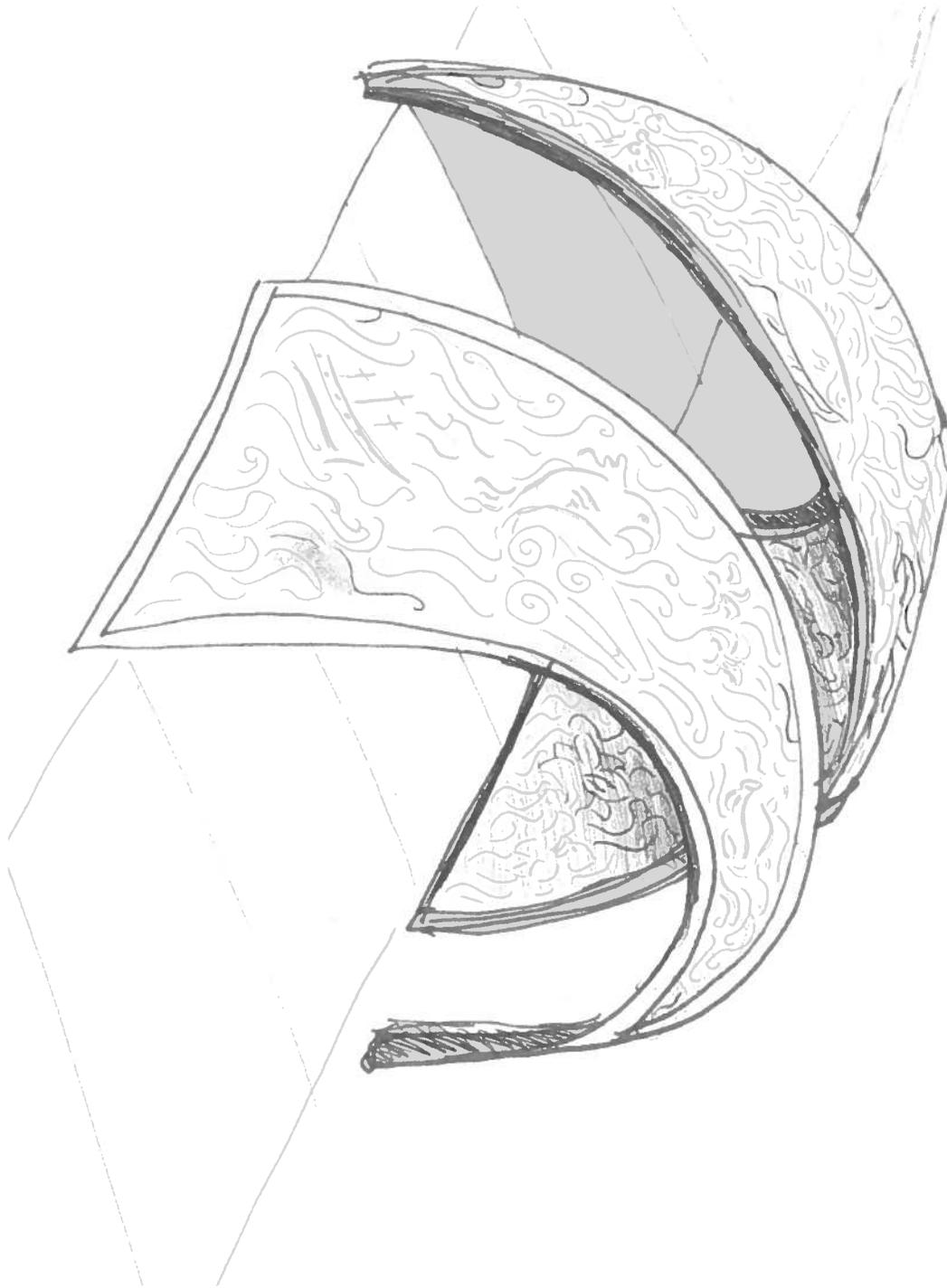
Design Development (including 1-2 site visits and committee meetings in Palatka)	\$1250
Drawings (including fabrication drawings, installation plans)*	\$1000
Fabrication of Gateway Consisting of Two (2) Arches (Materials & Fabrication)	\$14,600
Installation	\$2900
Total	\$19,750

*Engineering costs have not been included in this budget as many cities have preferred engineers or on staff engineers to perform this task. I am happy to recommend an engineer and obtain an estimate of engineering costs if necessary.

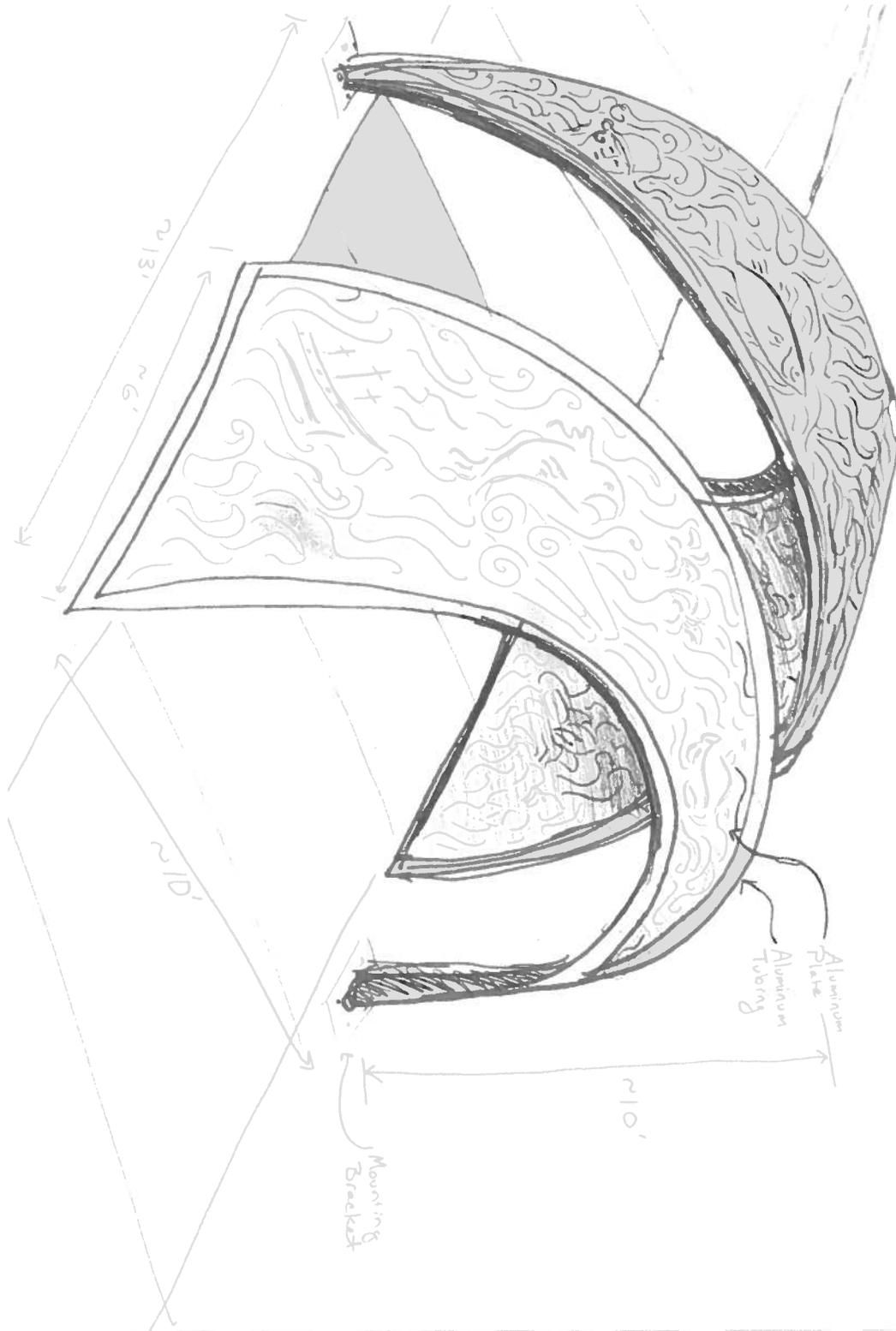
Steamboats =

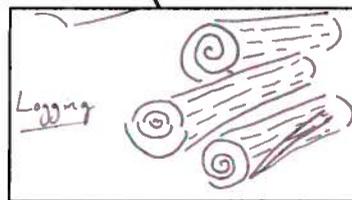
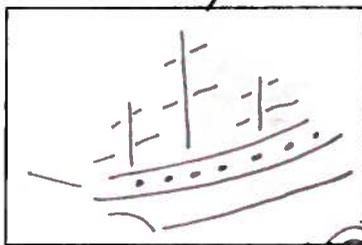
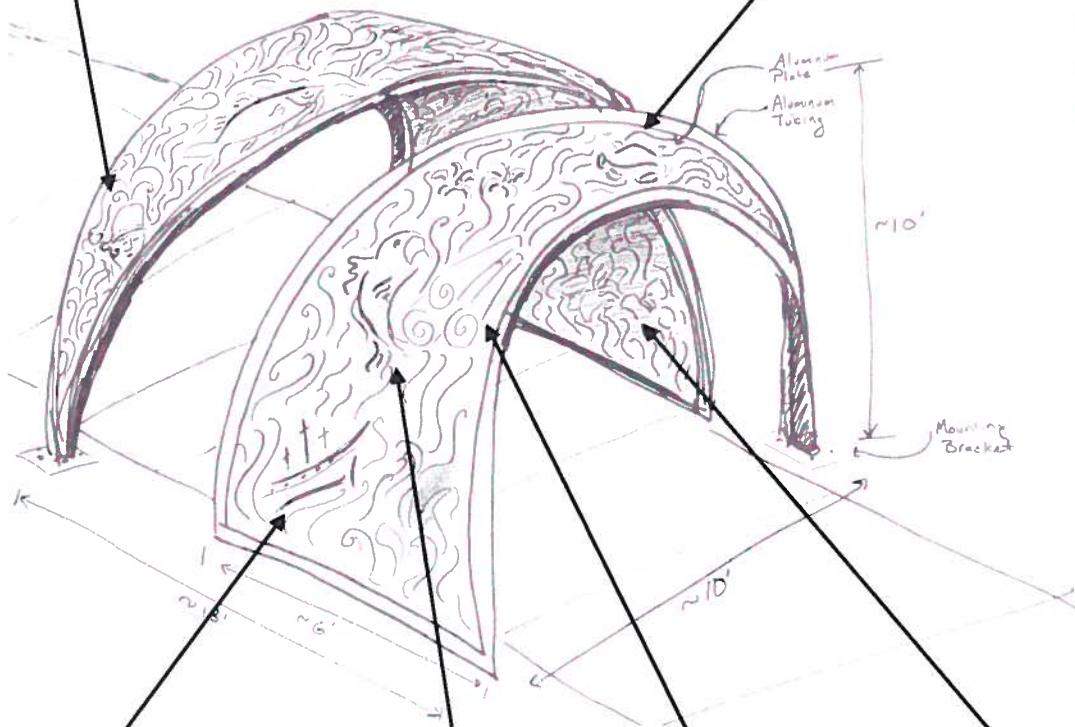
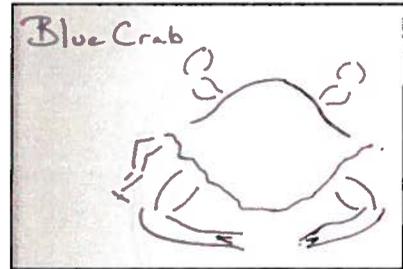


Part III. Illustrations



jgarrett





Education

Bachelor of Fine Art- Sculpture, University of Georgia (2000)
 Master of Interior Design, University of Florida (2005)

Selected Exhibitions



Currents- Jane Manus Sculpture Garden, Harn Museum, Gainesville, FL
 On Loan, to be installed April 2013

Solar Sculpture & Solar Tent- Private Commission, In Progress

River & Light, Lower Mississippi River Museum (USACE)- Permanent
 Collection (2012)

City of Gainesville Sculpture for Fire Station 1- Permanent Collection

Midsouth Sculpture Alliance Professional Outdoor Exhibition, Chattanooga
 TN (3/2012-10/2013)

Art on the Beltline, Atlanta, GA (8/2011- 11/2011)

Museum of Florida Art Sculpture Walk, Deland, FL (10/2011-10/2012)

National Outdoor Sculpture Competition & Exhibition, North Charleston
 (4/2011-3/2012)

Haile Village Center, Gainesville, FL- Solo Exhibition (2011)

Gainesville CRA- Art Marker for St. Paul CMU Church (2010)

2010 Centennial Celebration Juried Outdoor Sculpture Exhibition,
 University of Southern Mississippi (3/2010- 3/2011)

Art in Public Places Juried Exhibition, Knoxville, TN (4/2009- 11/2009)

Creative Quarterly 16 (online edition)- Juried Journal, Sept. 2009

The Hub Project, Community Design Center, Gainesville, FL (2004)

Natural Instincts- Solo Exhibition, Thomas Gallery, Athens, GA (2000)

Group Exhibit - SMC Corporation, Lawrenceville, GA (2000)

Georgia Sculptors Society Annual Exhibition, Athens, GA (2000)

Lyndon House Juried Exhibition, Athens, GA (1998)

Lavori In Corso (group exhibit), Palazzo Vagnotti, Cortona, Italy (1997)

Publications

Daytona Beach News- Journal, "DeLand's 'Sculpture Walk' Gets 12 New Pieces
 of Art" Skyler Swisher. October 6, 2011

Gainesville Magazine, "'60's Chic" Laura Bernheim. Homes Section,
 August/September 2011

Gainesville Sun, "Outside the Front Door" Andrew Wyzen. June 11, 2011

Carolina Arts Unleashed, "6th Annual National Outdoor Sculpture Competition &
 Exhibition" Tom Starland, April 27th, 2011 at <http://carolinaarts.com>

Knoxville Sentinel, "Dogwood Fest Names Sculpture Winners" September 8, 09

UF Today, "Uncommon History" April Birdwell, Fall 2006

References

River & Light, Lower Mississippi River Museum- Emily Powlen
 SEARCH 352-333-0049, emily@searchinc.com

Fire Station 1- Russel Ettlring, Cultural Affairs Programs Coordinator
 352-393-8532, etlingrh@cityofgainesville.org

Art Marker/Manhole Cover- Matthew Dubé, Project Manager
 Gainesville CRA (352)334-2205 dubemb@cityofgainesville.org

Examples of Previous Work

Fire Station 1(2012)
Aluminum, LED lighting
240"Wx120"Hx12"D
The sculpture for Fire Station #1 was created to honor the brave firefighters who face danger every day. I wanted to create an image that was larger than life, emphasizing the significance of the firefighter's role as first responders. The figure comes out of the smoke colored metal, surrounded in a halo of light created by LED lights that light automatically at sunset. This work was commissioned by the Gainesville Art in Public Places Trust.



Water & Light (2012)

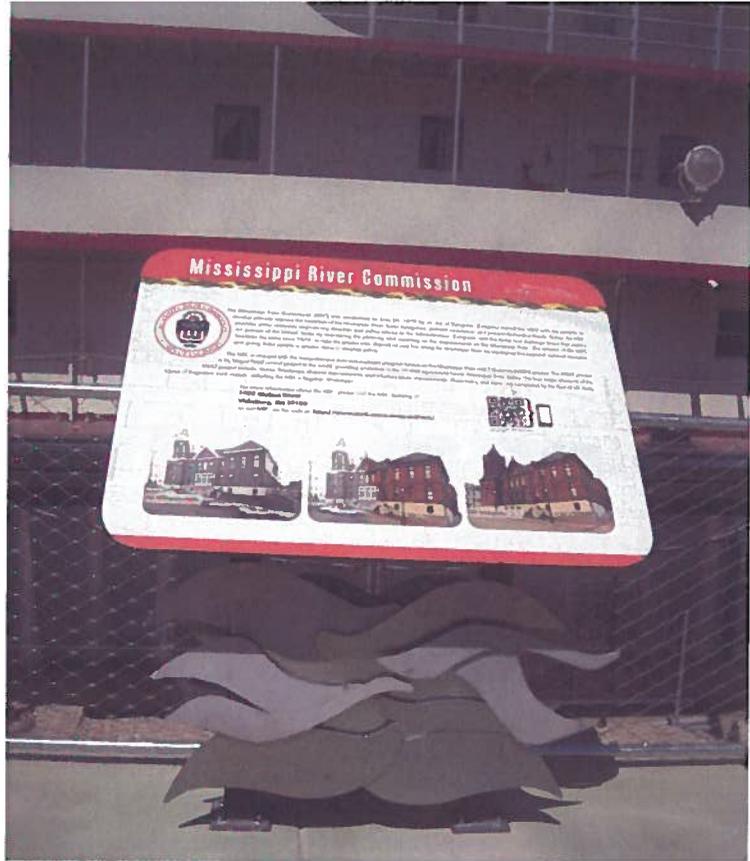
Aluminum

48"Wx30"Lx10"D

1 of 6 panels installed

\$10,000

Water & Light was created as a symbol of the mighty Mississippi River at the Lower Mississippi River Museum in Vicksburg, MS for the U.S. Army Corps of Engineers. The work consists of six panels each mounted near the base of a dry-docked riverboat. The water-inspired sculpture shows the former water level alongside the riverboat and is readable from both sides.



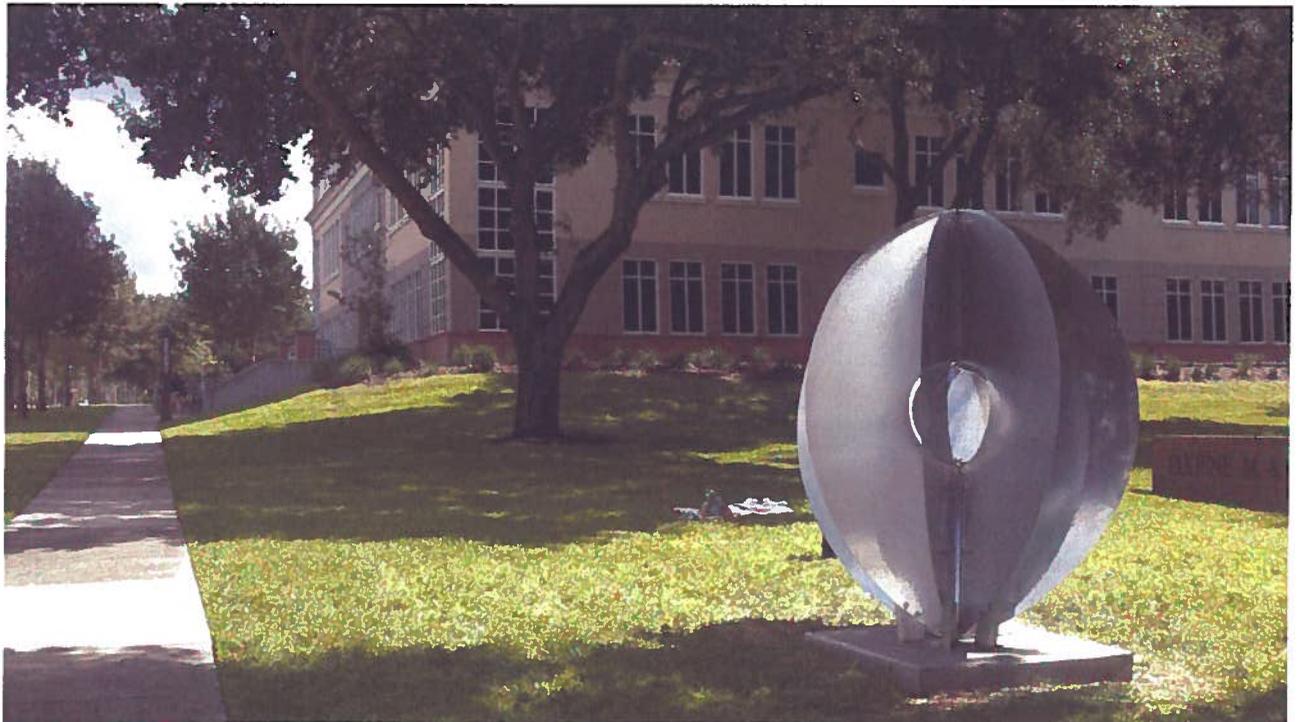


Nest Egg (2010)

Aluminum

54"x54"x 85"H (kinetic)

Completed in 2010, *Nest Egg* includes a kinetic center circular panel that is engaged by the wind and makes the work move internally, although there is no sign of movement outside the boundaries of the outer pod form. The work embodies efficiency and creating a form using the least amount of material. The sculpture reflects a movement to become ever more efficient in our production and use of resources and is currently on the Stetson University campus in Deland, Florida.

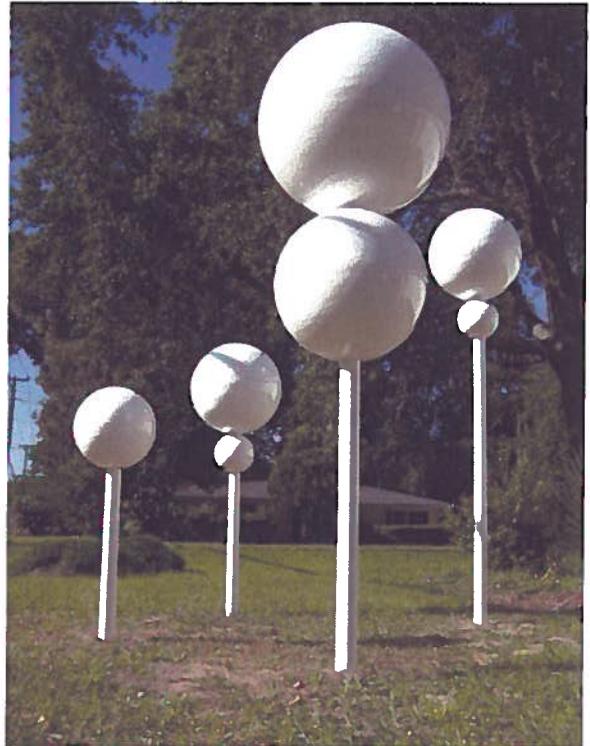


Thrive (2009)

Stainless and Mild Steel

84"Wx84"Lx96"H (W & L variable)

Thrive is constructed of both stainless and mild steel with a white, high-gloss powder coat finish. The four forms that make up Thrive convey a sense of relationships. The forms can be placed in a wide variety of locations and distances from each other, with each installation conveying different relationships. Thrive is currently installed in the Riverpark in Chattanooga, TN.



Currents (2009)

**Aluminum on Steel Axles
72"x48"x108"H (varies,
kinetic)**

Currents is a kinetic sculpture inspired by relationships and was featured in the Atlanta Beltline in the fall of 2011 and will be installed at the Harn Museum in April 2013. The work consists of two forms, each mounted on independent axles. The forms turn in response to outside forces, sometimes in unison, other times turning away from each other. Despite the independent movement of each form, the works are united by their immovable foundations and similar forms and materials.



References



Russell Ettling
Cultural Affairs Programs Coordinator
City of Gainesville
Parks, Recreation & Cultural Affairs
PO Box 490 - Station 30
Gainesville, FL 32627 - 0490
352-393-8532 Ofc.
352-316-4628 Cell.
etlingrh@cityofgainesville.org



Emily Powlen, Principal Investigator, Public Outreach
Southeastern Archaeological Research, Inc.
315 NW 138 Terrace
Newberry, Florida 32669
352-333-0049
emily@searchinc.com



Matthew Dubé, Project Manager
Gainesville Community Redevelopment Agency
802 NW 5th Ave. Gainesville, FL 32601
(352) 334-2205
dubemb@cityofgainesville.org

Susan Douglas Tate, AIA
PO BOX 12727
Gainesville, FL 32604
(352) 376-5799
<http://www.statehahn.com>
statehahn@aol.com

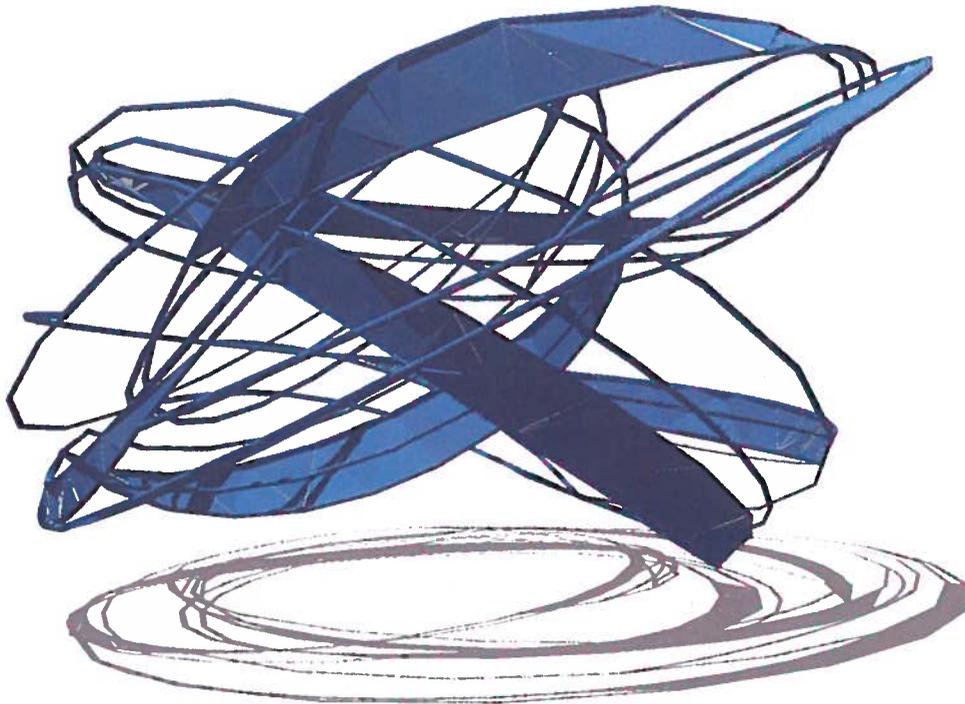
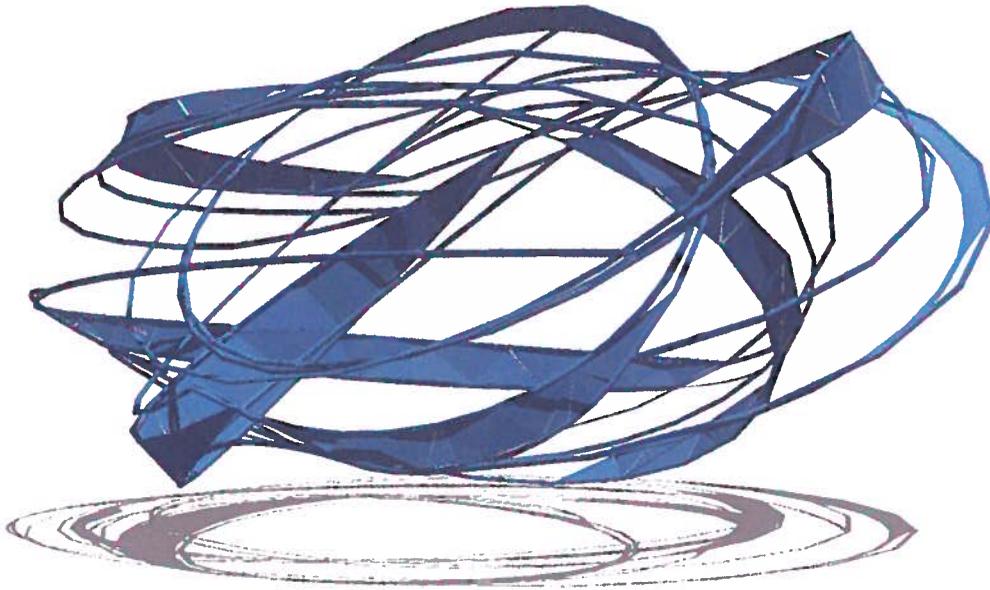
River Currents concept sketch

The sculpture will stand 8 feet tall and 14 feet in diameter. The line-work will be made from 1 inch solid mild steel bar. The flat sections within the line-work will feature plasma cut imagery of the local history and ecology of the St. John's River. The line-work and curved sheet metal will made from hot and cold formed mild steel, and will not result in a geometric curve – like the concept sketch indicates- rather the curves will be smooth and fluid.



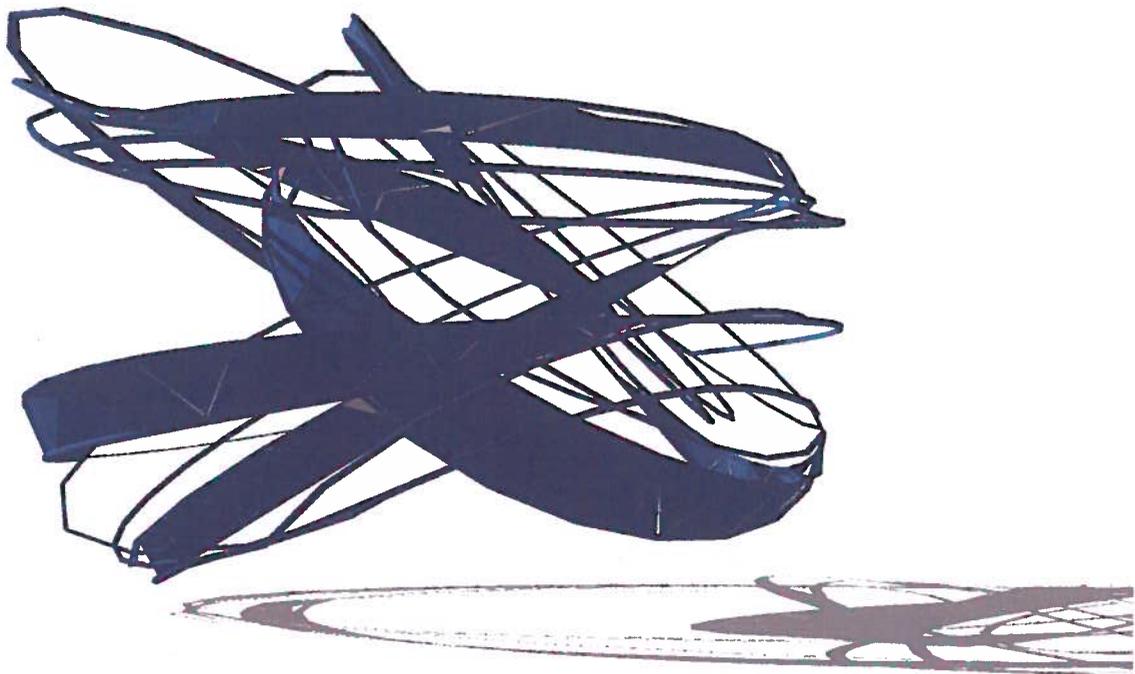
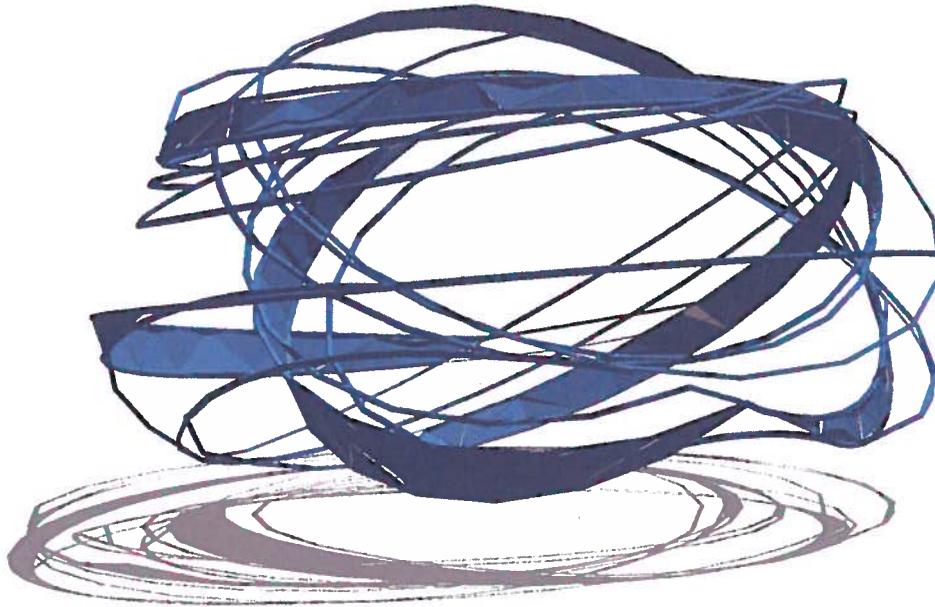
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*Agenda
Item*

5



AGENDA ITEM

SUBJECT: Resolutions of the city of Palatka, Florida, refunding the Golf Course loan and the two (2) Airport Loans in order to refinance the City's debt portfolio, and authorizing the execution of a Letter of Commitment to pledge security for the repayment of these loans

DEPARTMENT: Finance

ATTACHMENTS: Ordinance Resolution Motion
 Support Documents Other

SUMMARY: As part of the City's debt portfolio review, our financial advisory firm PFM made the recommendation to refund several of the City's outstanding loans due to current interest rates being lower than the interest rate that was set in the loan agreements.

The two Airport loans and the Golf Course loan were identified as obligations that could be refunded in order to reduce the overall cost to each of those funds. On February 20, 2013 a RFP was sent out requesting bids from all interested banks to refund these loans. Responses were received from all bidders on March 13, 2013 and Prosperity Bank was selected as the most responsive bidder.

Attached is the commitment letter from Prosperity Bank outlining the terms of the three loans. The net revenues of the airport and golf course along with non-ad valorem revenues of the General Fund will be pledged as security for these loans, which is the same as the current loans. However, instead of a debt service coverage test on the net revenues of each fund, there will be an anti-dilution test of 1.1x debt service coverage on the non-ad valorem revenues of the General Fund in order to issue any additional debt payable from non-ad valorem revenues. The only additional new condition is that the City will agree to maintain a 1/6th debt service and our operating account with Prosperity Bank for the life of the loan. All other terms and conditions are effectively the same as the current terms and conditions.

By refunding these loans, the City will save \$159,042.72 over the remaining life of the two loans in the Airport Fund and \$179,518.44 in the Golf Course Fund. All three loans will have a final payment date of September 15, 2023.

RECOMMENDED ACTION: Staff recommends adoption of Resolution 2013-9-102 refunding the Golf Course loan, and Resolution 2013-9-103 refunding the two Airport loans, and authorize execution of the Commitment Letter pledging security for these loans.

DEPARTMENT HEAD	Submitted: Matt Reynolds Requested Agenda: Regular	Date: 04-02-2013 Date: 04-11-2013
FINANCE DEPARTMENT	Budgeted <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <i>MR</i>	Date: <u>04-02-2013</u>
CITY ATTORNEY	Approved as to Form and Correctness <i>[Signature]</i>	Date: _____
CITY MANAGER	Approved Agenda Item For: <i>[Signature]</i>	Date: <u>4/14/13</u>

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

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



Request for Proposal Bank Term Loans

City of Palatka, Florida

Taxable Golf Course Revenue Refunding Note, Series 2013A
Taxable Airport Revenue Refunding Note, Series 2013B
&
Tax-Exempt Airport Revenue Refunding Note, Series 2013C

March 13, 2013

PROSPERITY BANK

100 Southpark Boulevard
St. Augustine, Florida 32086
Federal ID# 59-2324433

City of Palatka request for proposal by Prosperity Bank



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Fees and Expenses	Page 5
Conditions	Page 5
Commitment Letter	Pages 6-8
Profile of the Proposer	Pages 9-10

PROSPERITY BANK

March 13, 2013

City of Palatka
Matt Reynolds
Director of Finance
201 North 2nd Street
Palatka, FL 32177

Re: Request for Proposal – Bank Term Loans

Dear Mr. Reynolds,

Please find enclosed our proposal which outlines the bank term loans available from Prosperity Bank.

As requested, I have included information specific to interest rate options, repayment and prepayment provisions, fees and expenses, and term loan conditions. It is our commitment to perform in a manner that meets your needs from a financial services provider.

Since 1984, Prosperity Bank remains strong and stable. We are proud to serve the financial needs of our customers including small businesses, municipalities, non-profit organizations, health care providers, and local residents. Our team consists of a group of local bankers who are trustworthy and dependable. The executive leadership of our company has 160 years of combined banking experience.

With our longevity, commitment to the local community, and extensive experience of our team, we are honored to serve as the bank for the City of Palatka. We are extremely qualified to serve your loan needs as well.

Thank you for the opportunity to submit our proposal. If you have any questions, please feel free to contact me at 904-810-3612 or jroberti@prosperitybank.com.

Sincerely,



James Roberti
Senior Vice President
Commercial Area Manager

Proposal Responses

	2013A Taxable	2013B Taxable	2013A & B Taxable	2013C Tax-Exempt
Principal Payment Date	April 1, 2014 - 2024	April 1, 2014 - 2024	April 1, 2014 - 2024	April 1, 2014 - 2024
Interest Payment Dates	April 1 and October 1	April 1 and October 1	April 1 and October 1	April 1 and October 1
Contact Information	James (Jim) Roberti Senior Vice President 904-810-3612	James (Jim) Roberti Senior Vice President 904-810-3612		James (Jim) Roberti Senior Vice President 904-810-3612
Proposed Fixed Rate (or formula)	4.25% APR	3.75% APR		2.54% APR <i>(see conditions below)</i>
Prepayment Provisions	No Prepayment Penalty	No Prepayment Penalty		No Prepayment Penalty
Fees and NTE Expenses	1. \$1,000 Attorney Fees 2. PB not responsible for fees associated with the preparation of documents.	1. \$1,000 Attorney Fees 2. PB not responsible for fees associated with the preparation of documents.		1. \$1,000 Attorney Fees 2. PB not responsible for fees associated with the preparation of documents.
Rate Adjustment Provisions (if any)	N / A	N / A		N / A
Term-out Provisions (if needed)	N / A	N / A		N / A
ADDITIONAL INFORMATION	SEE BELOW	SEE BELOW		SEE BELOW
Conditions	1. Subject to Board approval 2. Additional Bonds Test with 1.1x Debt Service Coverage Anti-Dilution Test covenant*. See pg 5 for details. 3. Maintain current deposit relationship.* See pg. 5 for details.	1. Subject to Board approval 2. Additional Bonds Test with 1.1x Debt Service Coverage Anti-Dilution Test covenant*. See pg 5 for details. 3. Maintain current deposit relationship.* See pg. 5 for details.		1. Subject to Board approval 2. Additional Bonds Test with 1.1x Debt Service Coverage Anti-Dilution Test covenant*. See pg 5 for details. 3. Maintain current deposit relationship.* See pg. 5 for details. 4. If note is no longer tax-exempt, rate will change to 3.75% APR.

1. Contact Information

Legal Name of Financial Institution:

PROSPERITY BANK
Corporate Headquarters
100 Southpark Boulevard
St. Augustine, FL 32086

Primary Contact:

JAMES (JIM) ROBERTI
Senior Vice President
Commercial Area Manager
Phone: 904-810-3612 ext. 2002 / Fax: 904-829-2520
jroberti@prosperitybank.com

Secondary Contact:

CONNIE ROMAY
Senior Vice President
Retail Area Manager
Phone: 904-315-9767 / Fax: 386-328-5154
cromay@prosperitybank.com

Relationship Manager Profiles



James (Jim) Roberti serves as Senior Vice President and a Commercial Area Manager for Prosperity Bank's east coast presence. He has been with Prosperity Bank for the last 11 years. Jim's responsibilities include managing a commercial loan portfolio, assisting business customers with deposit services, and new business development. He is a graduate of the Graduate School of Banking at Louisiana State University.



Connie Romay serves as a Senior Vice President and a Regional Area Manager for Prosperity Bank's east coast presence. Connie began her banking career 18 years ago, having spent the last eight years at Prosperity Bank. Her current responsibilities include the overall sales operations and cash management relationship manager for all 9 banking centers, as well as the Customer Care Center. Connie is currently attending the Graduate School of Banking at Louisiana State University.

2. Fixed Interest Rate

This proposal includes a fixed interest rate which is based on the repayment provisions and terms. The interest rates are as follows: 4.25% APR (2013A Taxable); 3.75% APR (2013B Taxable), and 2.54% APR (2013C Tax-Exempt). Please refer to the Proposal Responses on page 3.

3. Fees and Expenses

Included in this proposal is a complete listing of all fees and expenses which the City is responsible to pay. The amounts stated represent the maximum amounts payable to the proposer by the City. These fees include the following:

1. \$1,000 fee to bank attorney Upchurch, Bailey, and Upchurch, P.A. for document review.
2. Prosperity Bank will not be responsible for any fees associated with the preparation of the documents and delivering opinion and advisor fees. These fees will be paid by the proceeds of the Bank loans as stated in the Request for Proposal.

4. Conditions

Included in this proposal is a listing of all conditions, terms or restrictions, other than those specified in the Request for Proposal, in regard to the proposers commitment to provide the term loans. Listed below is specific information in regards to the conditions of the term loans.

1. This proposal is subject to Prosperity Bank Board of Director's approval.
2. An Anti-Dilution Test Covenant of 1.1x Debt Service Coverage to issue additional debt payable from Non-Ad valorem Revenues. The test is defined as follows: The Issuer covenants and agrees that it will not issue any other debt obligations secured by Non-Ad Valorem Revenues, or a covenant to budget and appropriate Non-Ad Valorem Revenues, unless the ratio of (i) the annual Non-Ad Valorem Revenues for the Issuer's then current fiscal year as shown by the Issuer's officially adopted budget to (ii) Maximum Annual Non-Ad Valorem Debt Service, is not less than 1.1:1.
3. If the status for Bank Term Loan 2013C changes and the note is no longer tax-exempt, our rate will change to 3.75% APR. The change will occur at the same time the status of the loan changes.
4. The City will maintain a 1/6th debt service fund, along with its operating account for the life of the loan. Any change to the current banking arrangement must be mutually agreed upon between the City and the Bank, and investment alternatives must be competitive.*

Commitment Letter

PROSPERITY BANK

March 12, 2013

City of Palatka, Florida

To Whom It May Concern:

Prosperity Bank (the "Lender") is pleased to approve your commercial loan request (subject to Board of Director's approval).

A. BASIC TERMS AND CONDITIONS

BORROWER: The Borrower shall be City of Palatka.

LOAN: The principal amounts of the Loan shall be:

Loan 2013A: \$ 1,420,000.00

Loan 2013B: \$ 580,000.00

Loan 2013C: \$ 950,000.00

LOAN TYPE: These loans shall be Municipality loans.

INTEREST RATE: The interest rate shall be:

Loan 2013A: Interest rate shall be 4.25% fixed.

Loan 2013B: Interest rate shall be 3.75% fixed.

Loan 2013C: Interest rate shall be 2.541% fixed.

LOAN FEE: There will be a \$1,000.00 fee to a bank attorney (Upchurch, Bailey and Upchurch, P.A.) for reviewing the documents.

COSTS AND EXPENSES: Lender shall not incur any expenses in connection with this Commitment or the Loan. Borrower shall pay all costs and expenses incurred in connection with the preparation for and the closing of the Loan.

REPAYMENT SCHEDULE: Interest payments on the outstanding principal balance of the 2013A Term Loan, 2013B Term Loan, and 2013C Term Loan will be calculated on a 30/360-day basis and will be paid semi-annually on March 15th and September 15th, of each year, beginning September 15, 2013. The principal amount of the 2013A Term Loan, 2013B Term Loan and 2013C Term Loan will be payable semi-annually March 15th and September 15th of each year through the final maturity of September 15, 2023.

LOAN PURPOSE: The Loan is for the purpose of refinancing the following three notes:

2013A: Refund the City's Taxable Golf Course Revenue Note, Series 2008 and pay the costs of issuance related to the 2013A Term Loan.

2013B: Refund the City's Taxable Airport Revenue Note, Series 2008 and pay the cost of issuance related to the 2013B Term Loan.

2013C: Refund the City's Tax-Exempt Airport Revenue Note, Series 2008 and pay the costs of issuance related to the 2013C Term Loan.

PREPAYMENT PENALTY: There will be no prepayment penalty for partial repayment of principal at any time.



LOAN SECURITY:

2013A: A pledge of and a lien on golf course net revenues, and (2) the Non-Ad Valorem Revenues.

2013B: A pledge of and a lien on airport net revenues, and (2) the Non-Ad Valorem Revenues.

2013C: A pledge of and a lien on airport net revenues, and (2) the Non-Ad Valorem Revenues.

CONDITIONS:

(1) This proposal is subject to Prosperity Bank's Board of Director's approval.

(2) 2. An Anti-Dilution Test Covenant of 1.1x Debt Service Coverage to issue additional debt payable from Non-Ad valorem Revenues. The test is defined as follows: The Issuer covenants and agrees that it will not issue any other debt obligations secured by Non-Ad Valorem Revenues, or a covenant to budget and appropriate Non-Ad Valorem Revenues, unless the ratio of (i) the annual Non-Ad Valorem Revenues for the Issuer's then current fiscal year as shown by the Issuer's officially adopted budget to (ii) Maximum Annual Non-Ad Valorem Debt Service, is not less than 1.1:1.

(3) This condition is for Bank Term Loan 2013C. If the status for this loan changes and the note is no longer tax-exempt, our rate will change at the same time the status change would occur and the rate would change to 3.75%.

(4) The City will maintain a 1/6th debt service fund, along with its operating account for the life of the loan. Any change to the current banking arrangement must be mutually agreed upon between the City and the Bank, and investment alternatives must be competitive.

CROSS-DEFAULT: This note is cross-defaulted with any and all notes now or hereafter pledged with Prosperity Bank. A default in any one note shall cause default in each other note and vice-versa.

SECURITY INSTRUMENTS: The Loan shall be subject to the execution of any and all documents deemed necessary by Lender and/or Lender's counsel to perfect Lender's security position in the Loan Security.

B. BORROWER SHALL SUBMIT THE FOLLOWING ITEMS TO THE BANK AS SOON AS POSSIBLE AFTER ACCEPTANCE OF THIS COMMITMENT BUT AT LEAST TEN (10) BUSINESS DAYS PRIOR TO CLOSING:

Upon acceptance of this commitment letter, the Bank would require certain documentation to perfect our interest. This may include but is not limited to the proper legal documentation authorizing the individuals to borrow on behalf of the City of Palatka, with instruction as to the individual(s) who will be signing the closing documents.

FINANCIAL CONDITION AND STATEMENTS: Borrower agrees to provide Bank with annual audited year-end reports and budget information that the Bank may reasonably request from time to time.

REPRESENTATIONS OF BORROWER: This Commitment is subject to the accuracy of all information, representations, and materials submitted with or in support of Borrower's application for the Loan. In the event of inaccuracy or material changes in the information, representations and materials required hereby, that event shall, at the option of the Lender, operate to terminate this Commitment and all of Lender's obligations hereunder.

ENTIRE AGREEMENT, MODIFICATIONS AND AMENDMENTS: This Commitment contains the entire agreement of Borrower and Lender with respect to the Loan. No change in the provisions of this Commitment shall be binding unless in writing and executed in the name of and by an officer of Lender. All obligations and duties under this Commitment not accomplished or completed at closing shall survive the closing and continue to remain obligations and duties on the part of either party.

SURVIVAL: This Commitment and all terms and provisions hereof shall survive the closing of the Loan and shall be incorporated into the Loan documents by reference.

LENDER'S COUNSEL: Lender shall be represented in this transaction by the law firm of Upchurch, Bailey and Upchurch, P.A.

ANY AGREEMENTS, formal or informal, affecting this loan must be fully disclosed to us in writing, within five (5) days of your acceptance of this commitment. We reserve the right to withdraw this commitment if any such agreements are unsatisfactory to either the Bank or the Bank's attorney. Prosperity Bank reserves the right to cancel this commitment and to terminate its obligations hereunder in the event of either of the following conditions:

- A. The Borrower should become the subject of bankruptcy, insolvency or reorganization proceeding of any nature.
- B. Failure of any of the conditions of this commitment to occur as required.

ACCEPTANCE: This Commitment shall be open for acceptance for Thirty-one (31) days commencing on March 12, 2013. An executed copy of this Commitment must be received by Lender prior to April 12, 2013. In the event an accepted copy of the Commitment Letter has not been received by Lender on or before April 12, 2013, the Commitment shall be deemed to have lapsed, unless extended in writing by Lender, and Lender shall have no further obligation under this Commitment.

If the foregoing is satisfactory, please indicate your acceptance by executing and returning to Bank the original of this letter, keeping a copy for your files. This Commitment will at Bank's option, terminate unless the Loan is closed by May 1, 2013.

Prosperity Bank



James Roberti
Senior Vice President
Commercial Area Manager

BORROWER'S ACCEPTANCE

The undersigned hereby accepts this Commitment and agrees to the terms and conditions herein this ____ day of _____, 2013

BORROWER(s):

City Of Palatka, Florida

By: _____

Print Name: _____



Profile of Proposer

Prosperity Bank is a Florida state-chartered bank and a member of the Federal Reserve System. Our customer's deposits are insured up to the applicable limits set by the Federal Deposit Insurance Corporation. In addition, the Bank is fully qualified as a Public Depository pursuant to Chapter 280 of the Florida Statutes.

Prosperity Bank was founded by businessman and attorney Hamilton Upchurch, Prosperity Bank opened its doors on February 14, 1984 and flourished with a vision of hard work, dedicated people, superior financial products and a strong desire to help build the communities it serves through consistent volunteer outreach.

Headquartered in St. Augustine, Florida, the bank was originally known as Prosperity Bank of St. Augustine. By 1995, the bank had grown to \$40 million in assets. Two years later, the name changed to Prosperity Bank to reflect its growth outside of the St. Augustine area. Eddie Creamer accepted the leadership of the bank and continues today as President and Chief Executive Officer.



Currently, Prosperity is a \$751 million community bank with 12 banking offices located within Bay, Duval, Flagler, Putnam, St. Johns and Volusia counties. Prosperity Bank offers a complete line of banking and other related financial services to commercial and retail customers. There are also 170 employees ready to assist with financial solutions to help make their customers' dreams come true.

Through the efficient implementation of our business plan, we can enjoy the success of being the 32nd largest bank chartered in Florida, one of the 25 companies That Care by Jacksonville Magazine ('04-'05, '07-'10), a recipient of a Jefferson Award from Hands On Jacksonville, a recipient of the Florida Governor's Business Partner Award for Excellence for our partnership with the Flagler County School District, named Outstanding Corporation by the Association of Fundraising Professionals for National Philanthropy Day, and voted "Best Bank" thirteen times by the St. Augustine Record.

Our vision is simple. We place our employees first by enriching their lives through programs that encourage their growth and development as well as championing their efforts to support the community. By doing so, our bank continues to thrive on a system of values that clearly defines who we are.

EDDIE CREAMER

Eddie Creamer is the current President and Chief Executive Officer of Prosperity Bank. He has 32 years of business experience, including positions such as CEO, COO, CFO, and CIO. Eddie received his Bachelor's degree in Accounting from The University of West Florida. In addition, he completed the Graduate School of Banking at Louisiana State University. Eddie is a member of the Board of Trustees at Flagler College, a member of the St. Augustine Rotary, and a member of the Board of Supervisors for The Marshall Creek CDD.

SHIRLEY FIANO

Shirley Fiano, SPHR, is the current Executive Vice President and Chief Banking Officer for Prosperity Bank. She oversees the Retail Banking Division which extends through 6 counties in Florida and includes sales management, customer service delivery through 12 banking centers. She has 30 years in the banking industry including the last 8 with Prosperity Bank. Shirley is a Communications Graduate through the Division of Continuing Education at the University of North Florida. She is a Board Member for INROADS Jacksonville, a member of the Diocesan Board and past Board of Directors President for Catholic Charities.

KEVIN HAYNIE

Kevin Haynie is the current Executive Vice President and Chief Credit Officer for Prosperity Bank. He has 18 years of banking experience, including the last 12 with Prosperity. His current responsibilities include the overall credit risk management and asset quality of the bank. Kevin received his Bachelor's Degree in Finance from the University of Georgia. In addition, he completed the Graduate School of Banking at Louisiana State University. Kevin volunteers at Flagler College, R.B. Hunt Elementary School, the Cystic Fibrosis Society, and the Council on Aging Meals on Wheels program.

HEATHER HUNTER

Heather Hunter is the current Executive Vice President and Compliance Director for Prosperity Bank. She has 32 years of banking experience, including the last 15 with Prosperity. Her current responsibilities include the overall internal Compliance, Audit and Risk Management programs, and all regulatory audits from Federal and State governments. She is a Certified Regulatory Compliance Manager. She completed the Graduate School of Banking at Louisiana State University. Heather is a volunteer at Crookshank Elementary School, a volunteer for The Blood Alliance, and a volunteer for Big Brothers, Big Sisters.

CHRIS KAMIENSKI

Chris Kamienski is an Executive Vice President and Director of Commercial Banking for Prosperity Bank. As a part of his responsibilities, Chris oversees the entire Commercial Lending function throughout Prosperity's 6 county region. Chris began his career with Prosperity Bank in 2003. He received two bachelor's degrees, one in Political Science and one in Economics from Wheaton College in Wheaton, IL. Chris also completed the Graduate School of Banking at Louisiana State University. He is a member of the Family Selection Committee for Habitat for Humanity and a volunteer for the American Cancer Society.

RANDY PETERSON

Randy Peterson is the current Executive Vice President and Chief Financial Officer for Prosperity Bank. He has 25 years of banking experience including consumer and business lending, branch management, bank operations, bank accounting and finance. Randy received his Bachelor's Degree in Finance from the University of Florida. In addition, he completed the Graduate School of Banking at Louisiana State University. He is a current board member for St. Johns Academy Private School and a member of the Kiwanis Club.

JASON RAYMOND

Jason Raymond is an Executive Vice President and Chief Information Officer for Prosperity Bank. He has 12 years of banking experience and his responsibilities include overseeing Information Technology and Security, Physical Security, Electronic Banking and Business Continuity. Jason received his Master's in Business Administration and Technology Management from the University of Phoenix in Jacksonville, Florida. Jason also completed the Graduate School of Banking at Louisiana State University. Jason is a board of director for the Betty Griffin House and a coach for Upward Youth Soccer for Turning Point at Calvary Church.

SOURCES AND USES OF FUNDS

City of Palatka, Florida
 Refunding Series' 2013A,B&C
 Prosperity Bank
 Final Numbers

Sources:	2013A - Refunding of 2008 Taxable Golf Course Loan	2013B - Refunding of 2008 Taxable Airport Loan	2013C - Refunding of 2008 Tax-Exempt Airport Loan	Total
Bond Proceeds:				
Par Amount	1,358,000.00	528,000.00	883,000.00	2,769,000.00
Other Sources of Funds:				
DSF Release - Principal Paid by City	60,604.30	33,024.32	50,335.22	143,963.84
	1,418,604.30	561,024.32	933,335.22	2,912,963.84

Uses:	2013A - Refunding of 2008 Taxable Golf Course Loan	2013B - Refunding of 2008 Taxable Airport Loan	2013C - Refunding of 2008 Tax-Exempt Airport Loan	Total
Refunding Escrow Deposits:				
Cash Deposit	1,396,513.10	551,787.50	918,678.71	2,866,979.31
Delivery Date Expenses:				
Cost of Issuance	22,091.20	9,236.82	14,656.51	45,984.53
	1,418,604.30	561,024.32	933,335.22	2,912,963.84

BOND SUMMARY STATISTICS

City of Palatka, Florida
 Refunding Series' 2013A,B&C
 Prosperity Bank
 Final Numbers

Dated Date	04/12/2013
Delivery Date	04/12/2013
Last Maturity	09/15/2023
Arbitrage Yield	2.541206%
True Interest Cost (TIC)	3.641638%
Net Interest Cost (NIC)	3.642577%
All-In TIC	3.976524%
Average Coupon	3.642577%
Average Life (years)	5.750
Duration of Issue (years)	5.110
Par Amount	2,769,000.00
Bond Proceeds	2,769,000.00
Total Interest	580,001.17
Net Interest	580,001.17
Total Debt Service	3,349,001.17
Maximum Annual Debt Service	340,210.14
Average Annual Debt Service	321,247.11
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 Component	2,769,000.00	100.000	3.643%	5.750	1,388.54
	2,769,000.00			5.750	1,388.54

	TIC	All-In TIC	Arbitrage Yield
Par Value	2,769,000.00	2,769,000.00	883,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-45,984.53	
- Other Amounts			
Target Value	2,769,000.00	2,723,015.47	883,000.00
Target Date	04/12/2013	04/12/2013	04/12/2013
Yield	3.641638%	3.976524%	2.541206%

BOND SUMMARY STATISTICS

City of Palatka, Florida
 2013A - Refunding of 2008 Taxable Golf Course Loan
 Bank Loan Rate: 4.25%

Dated Date	04/12/2013
Delivery Date	04/12/2013
Last Maturity	09/15/2023
Arbitrage Yield	4.250545%
True Interest Cost (TIC)	4.250545%
Net Interest Cost (NIC)	4.250000%
All-In TIC	4.570320%
Average Coupon	4.250000%
Average Life (years)	6.043
Duration of Issue (years)	5.255
Par Amount	1,358,000.00
Bond Proceeds	1,358,000.00
Total Interest	348,782.63
Net Interest	348,782.63
Total Debt Service	1,706,782.63
Maximum Annual Debt Service	169,445.00
Average Annual Debt Service	163,720.16
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 Component	1,358,000.00	100.000	4.250%	6.043	703.19
	1,358,000.00			6.043	703.19

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,358,000.00	1,358,000.00	1,358,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-22,091.20	
- Other Amounts			
Target Value	1,358,000.00	1,335,908.80	1,358,000.00
Target Date	04/12/2013	04/12/2013	04/12/2013
Yield	4.250545%	4.570320%	4.250545%

BOND SUMMARY STATISTICS

City of Palatka, Florida
 2013B - Refunding of 2008 Taxable Airport Loan
 Bank Loan Rate: 3.75%

Dated Date	04/12/2013
Delivery Date	04/12/2013
Last Maturity	09/15/2023
Arbitrage Yield	3.750457%
True Interest Cost (TIC)	3.750457%
Net Interest Cost (NIC)	3.750000%
All-In TIC	4.119854%
Average Coupon	3.750000%
Average Life (years)	5.506
Duration of Issue (years)	4.888
Par Amount	528,000.00
Bond Proceeds	528,000.00
Total Interest	109,027.50
Net Interest	109,027.50
Total Debt Service	637,027.50
Maximum Annual Debt Service	71,712.50
Average Annual Debt Service	61,105.76
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 Component	528,000.00	100.000	3.750%	5.506	251.27
	528,000.00			5.506	251.27

	TIC	All-In TIC	Arbitrage Yield
Par Value	528,000.00	528,000.00	528,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-9,236.82	
- Other Amounts			
Target Value	528,000.00	518,763.18	528,000.00
Target Date	04/12/2013	04/12/2013	04/12/2013
Yield	3.750457%	4.119854%	3.750457%

BOND SUMMARY STATISTICS

City of Palatka, Florida
 2013C - Refunding of 2008 Tax-Exempt Airport Loan
 Bank Loan Rate: 2.54%

Dated Date	04/12/2013
Delivery Date	04/12/2013
Last Maturity	09/15/2023
Arbitrage Yield	2.541206%
True Interest Cost (TIC)	2.541206%
Net Interest Cost (NIC)	2.541001%
All-In TIC	2.880422%
Average Coupon	2.541001%
Average Life (years)	5.446
Duration of Issue (years)	5.016
Par Amount	883,000.00
Bond Proceeds	883,000.00
Total Interest	122,191.04
Net Interest	122,191.04
Total Debt Service	1,005,191.04
Maximum Annual Debt Service	110,772.68
Average Annual Debt Service	96,421.20

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 Component	883,000.00	100.000	2.541%	5.446	434.08
	883,000.00			5.446	434.08

	TIC	All-In TIC	Arbitrage Yield
Par Value	883,000.00	883,000.00	883,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-14,656.51	
- Other Amounts			
Target Value	883,000.00	868,343.49	883,000.00
Target Date	04/12/2013	04/12/2013	04/12/2013
Yield	2.541206%	2.880422%	2.541206%

SUMMARY OF REFUNDING RESULTS

City of Palatka, Florida
Refunding Series' 2013A,B&C
Prosperity Bank
Final Numbers

Dated Date	04/12/2013
Delivery Date	04/12/2013
Arbitrage yield	2.541206%
Escrow yield	
Bond Par Amount	2,769,000.00
True Interest Cost	3.641638%
Net Interest Cost	3.642577%
Average Coupon	3.642577%
Average Life	5.750
Par amount of refunded bonds	2,858,655.77
Average coupon of refunded bonds	5.859622%
Average life of refunded bonds	5.758
Net PV Savings	270,785.69
Percentage savings of refunded bonds	9.472483%
Percentage savings of refunding bonds	9.779187%

SUMMARY OF REFUNDING RESULTS

City of Palatka, Florida
2013A - Refunding of 2008 Taxable Golf Course Loan
Bank Loan Rate: 4.25%

Dated Date	04/12/2013
Delivery Date	04/12/2013
Arbitrage yield	4.250545%
Escrow yield	
Bond Par Amount	1,358,000.00
True Interest Cost	4.250545%
Net Interest Cost	4.250000%
Average Coupon	4.250000%
Average Life	6.043
Par amount of refunded bonds	1,391,989.14
Average coupon of refunded bonds	6.500000%
Average life of refunded bonds	6.083
PV of prior debt to 04/12/2013 @ 4.250545%	1,557,779.45
Net PV Savings	139,175.15
Percentage savings of refunded bonds	9.998293%
Percentage savings of refunding bonds	10.248538%

SUMMARY OF REFUNDING RESULTS

City of Palatka, Florida
2013B - Refunding of 2008 Taxable Airport Loan
Bank Loan Rate: 3.75%

Dated Date	04/12/2013
Delivery Date	04/12/2013
Arbitrage yield	3.750457%
Escrow yield	
Bond Par Amount	528,000.00
True Interest Cost	3.750457%
Net Interest Cost	3.750000%
Average Coupon	3.750000%
Average Life	5.506
Par amount of refunded bonds	550,000.00
Average coupon of refunded bonds	6.500000%
Average life of refunded bonds	5.450
PV of prior debt to 04/12/2013 @ 3.750457%	623,412.17
Net PV Savings	62,387.85
Percentage savings of refunded bonds	11.343245%
Percentage savings of refunding bonds	11.815881%

SUMMARY OF REFUNDING RESULTS

City of Palatka, Florida
2013C - Refunding of 2008 Tax-Exempt Airport Loan
Bank Loan Rate: 2.54%

Dated Date	04/12/2013
Delivery Date	04/12/2013
Arbitrage yield	2.541206%
Escrow yield	
Bond Par Amount	883,000.00
True Interest Cost	2.541206%
Net Interest Cost	2.541001%
Average Coupon	2.541001%
Average Life	5.446
Par amount of refunded bonds	916,666.63
Average coupon of refunded bonds	4.390000%
Average life of refunded bonds	5.450
PV of prior debt to 04/12/2013 @ 2.541206%	1,002,557.91
Net PV Savings	69,222.69
Percentage savings of refunded bonds	7.551566%
Percentage savings of refunding bonds	7.839489%

SUMMARY OF BONDS REFUNDED

City of Palatka, Florida
 Refunding Series' 2013A,B&C
 Prosperity Bank
 Final Numbers

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Taxable Golf Course Revenue Note, Series 2008, GOLF:					
GOLF	09/24/2013	6.500%	90,154.23	04/12/2013	100.000
	09/24/2014	6.500%	96,095.64	04/12/2013	100.000
	09/24/2015	6.500%	102,428.61	04/12/2013	100.000
	09/24/2016	6.500%	108,979.74	04/12/2013	100.000
	09/24/2017	6.500%	116,361.01	04/12/2013	100.000
	09/24/2018	6.500%	124,029.53	04/12/2013	100.000
	09/24/2019	6.500%	132,203.42	04/12/2013	100.000
	09/24/2020	6.500%	140,803.73	04/12/2013	100.000
	09/24/2021	6.500%	150,195.35	04/12/2013	100.000
	09/24/2022	6.500%	160,093.63	04/12/2013	100.000
	09/24/2023	6.500%	170,644.25	04/12/2013	100.000
			1,391,989.14		
Taxable Airport Revenue Note, Series 2008, HANGAR:					
THANGAR	09/24/2013	6.500%	50,000.00	04/12/2013	100.000
	09/24/2014	6.500%	50,000.00	04/12/2013	100.000
	09/24/2015	6.500%	50,000.00	04/12/2013	100.000
	09/24/2016	6.500%	50,000.00	04/12/2013	100.000
	09/24/2017	6.500%	50,000.00	04/12/2013	100.000
	09/24/2018	6.500%	50,000.00	04/12/2013	100.000
	09/24/2019	6.500%	50,000.00	04/12/2013	100.000
	09/24/2020	6.500%	50,000.00	04/12/2013	100.000
	09/24/2021	6.500%	50,000.00	04/12/2013	100.000
	09/24/2022	6.500%	50,000.00	04/12/2013	100.000
	09/24/2023	6.500%	50,000.00	04/12/2013	100.000
			550,000.00		
Tax-Exempt Airport Revenue Note, Series 2008, TERMINAL:					
TERMINAL	09/24/2013	4.390%	83,333.33	04/12/2013	100.000
	09/24/2014	4.390%	83,333.33	04/12/2013	100.000
	09/24/2015	4.390%	83,333.33	04/12/2013	100.000
	09/24/2016	4.390%	83,333.33	04/12/2013	100.000
	09/24/2017	4.390%	83,333.33	04/12/2013	100.000
	09/24/2018	4.390%	83,333.33	04/12/2013	100.000
	09/24/2019	4.390%	83,333.33	04/12/2013	100.000
	09/24/2020	4.390%	83,333.33	04/12/2013	100.000
	09/24/2021	4.390%	83,333.33	04/12/2013	100.000
	09/24/2022	4.390%	83,333.33	04/12/2013	100.000
	09/24/2023	4.390%	83,333.33	04/12/2013	100.000
			916,666.63		
			2,858,655.77		

PRIOR BOND DEBT SERVICE

City of Palatka, Florida
 Refunding Series' 2013A,B&C
 Prosperity Bank
 Final Numbers

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/24/2013	223,487.56	** %	83,235.48	306,723.04	
09/30/2013					306,723.04
03/24/2014			76,851.30	76,851.30	
09/24/2014	229,428.97	** %	76,851.30	306,280.27	
09/30/2014					383,131.57
03/24/2015			70,274.03	70,274.03	
09/24/2015	235,761.94	** %	70,274.03	306,035.97	
09/30/2015					376,310.00
03/24/2016			63,490.93	63,490.93	
09/24/2016	242,313.07	** %	63,490.93	305,804.00	
09/30/2016					369,294.93
03/24/2017			56,494.92	56,494.92	
09/24/2017	249,694.34	** %	56,494.92	306,189.26	
09/30/2017					362,684.18
03/24/2018			49,259.02	49,259.02	
09/24/2018	257,362.86	** %	49,259.02	306,621.88	
09/30/2018					355,880.90
03/24/2019			41,773.89	41,773.89	
09/24/2019	265,536.75	** %	41,773.89	307,310.64	
09/30/2019					349,084.53
03/24/2020			34,023.12	34,023.12	
09/24/2020	274,137.06	** %	34,023.12	308,160.18	
09/30/2020					342,183.30
03/24/2021			25,992.83	25,992.83	
09/24/2021	283,528.68	** %	25,992.83	309,521.51	
09/30/2021					335,514.34
03/24/2022			17,657.31	17,657.31	
09/24/2022	293,426.96	** %	17,657.31	311,084.27	
09/30/2022					328,741.58
03/24/2023			9,000.11	9,000.11	
09/24/2023	303,977.58	** %	9,000.11	312,977.69	
09/30/2023					321,977.80
	2,858,655.77		972,870.40	3,831,526.17	3,831,526.17

SAVINGS

City of Palatka, Florida
 Refunding Series' 2013A,B&C
 Prosperity Bank
 Final Numbers

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings
09/30/2013	306,723.04	143,963.84	162,759.20	111,479.62	51,279.58
09/30/2014	383,131.57		383,131.57	334,840.18	48,291.39
09/30/2015	376,310.00		376,310.00	340,210.14	36,099.86
09/30/2016	369,294.93		369,294.93	329,148.82	40,146.11
09/30/2017	362,684.18		362,684.18	323,045.59	39,638.59
09/30/2018	355,880.90		355,880.90	316,762.98	39,117.92
09/30/2019	349,084.53		349,084.53	325,247.88	23,836.65
09/30/2020	342,183.30		342,183.30	326,226.19	15,957.11
09/30/2021	335,514.34		335,514.34	322,760.11	12,754.23
09/30/2022	328,741.58		328,741.58	314,070.48	14,671.10
09/30/2023	321,977.80		321,977.80	305,209.18	16,768.62
	3,831,526.17	143,963.84	3,687,562.33	3,349,001.17	338,561.16

Savings Summary

PV of savings from cash flow	270,785.69
Net PV Savings	270,785.69

SAVINGS

City of Palatka, Florida
 Refunding Series' 2013A,B&C
 Prosperity Bank
 Final Numbers

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Annual Savings
09/30/2013	306,723.04	143,963.84	162,759.20	111,479.62	51,279.58	51,279.58
03/30/2014	76,851.30		76,851.30	163,919.70	-87,068.40	
09/30/2014	306,280.27		306,280.27	170,920.48	135,359.79	48,291.39
03/30/2015	70,274.03		70,274.03	171,742.50	-101,468.47	
09/30/2015	306,035.97		306,035.97	168,467.64	137,568.33	36,099.86
03/30/2016	63,490.93		63,490.93	166,214.03	-102,723.10	
09/30/2016	305,804.00		305,804.00	162,934.79	142,869.21	40,146.11
03/30/2017	56,494.92		56,494.92	162,674.29	-106,179.37	
09/30/2017	306,189.26		306,189.26	160,371.30	145,817.96	39,638.59
03/30/2018	49,259.02		49,259.02	160,059.76	-110,800.74	
09/30/2018	306,621.88		306,621.88	156,703.22	149,918.66	39,117.92
03/30/2019	41,773.89		41,773.89	164,367.93	-122,594.04	
09/30/2019	307,310.64		307,310.64	160,879.95	146,430.69	23,836.65
03/30/2020	34,023.12		34,023.12	164,410.73	-130,387.61	
09/30/2020	308,160.18		308,160.18	161,815.46	146,344.72	15,957.11
03/30/2021	25,992.83		25,992.83	163,220.19	-137,227.36	
09/30/2021	309,521.51		309,521.51	159,539.92	149,981.59	12,754.23
03/30/2022	17,657.31		17,657.31	157,880.90	-140,223.59	
09/30/2022	311,084.27		311,084.27	156,189.58	154,894.69	14,671.10
03/30/2023	9,000.11		9,000.11	154,477.02	-145,476.91	
09/30/2023	312,977.69		312,977.69	150,732.16	162,245.53	16,768.62
	3,831,526.17	143,963.84	3,687,562.33	3,349,001.17	338,561.16	338,561.16

Savings Summary

PV of savings from cash flow	270,785.69
Net PV Savings	270,785.69

SAVINGS

City of Palatka, Florida
 2013A - Refunding of 2008 Taxable Golf Course Loan
 Bank Loan Rate: 4.25%

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Annual Savings	Present Value to 04/12/2013 @ 4.2505451%
09/30/2013	135,393.88	60,604.30	74,789.58	33,528.88	41,260.70	41,260.70	39,316.22
03/30/2014	42,309.63		42,309.63	74,666.25	-32,356.62		-31,164.71
09/30/2014	138,405.27		138,405.27	77,688.75	60,716.52	28,359.90	57,047.35
03/30/2015	39,186.53		39,186.53	85,626.25	-46,439.72		-42,865.87
09/30/2015	141,615.14		141,615.14	83,372.50	58,242.64	11,802.92	52,460.65
03/30/2016	35,857.60		35,857.60	85,140.00	-49,282.40		-43,610.84
09/30/2016	144,837.34		144,837.34	83,843.75	60,993.59	11,711.19	52,678.86
03/30/2017	32,315.75		32,315.75	84,547.50	-52,231.75		-44,311.97
09/30/2017	148,676.76		148,676.76	84,208.75	64,468.01	12,236.26	53,390.17
03/30/2018	28,534.02		28,534.02	85,848.75	-57,314.73		-46,615.58
09/30/2018	152,563.55		152,563.55	83,425.00	69,138.55	11,823.82	54,905.57
03/30/2019	24,503.06		24,503.06	85,022.50	-60,519.44		-47,190.10
09/30/2019	156,706.48		156,706.48	83,556.25	73,150.23	12,630.79	55,702.52
03/30/2020	20,206.45		20,206.45	85,090.00	-64,883.55		-48,504.44
09/30/2020	161,010.18		161,010.18	83,560.00	77,450.18	12,566.63	56,551.50
03/30/2021	15,630.33		15,630.33	86,030.00	-70,399.67		-50,455.70
09/30/2021	165,825.68		165,825.68	83,415.00	82,410.68	12,011.01	57,699.12
03/30/2022	10,748.98		10,748.98	84,821.25	-74,072.27		-50,897.18
09/30/2022	170,842.61		170,842.61	84,163.75	86,678.86	12,606.59	58,190.39
03/30/2023	5,545.94		5,545.94	85,485.00	-79,939.06		-52,661.85
09/30/2023	176,190.19		176,190.19	83,742.50	92,447.69	12,508.63	59,511.04
	1,946,905.37	60,604.30	1,886,301.07	1,706,782.63	179,518.44	179,518.44	139,175.15

Savings Summary

PV of savings from cash flow	139,175.15
Net PV Savings	139,175.15

SAVINGS

City of Palatka, Florida
 2013B - Refunding of 2008 Taxable Airport Loan
 Bank Loan Rate: 3.75%

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Annual Savings	Present Value to 04/12/2013 @ 3.7504565%
09/30/2013	67,875.00	33,024.32	34,850.68	25,415.00	9,435.68	9,435.68	8,708.39
03/30/2014	16,250.00		16,250.00	33,581.25	-17,331.25		-16,760.27
09/30/2014	66,250.00		66,250.00	38,131.25	28,118.75	10,787.50	26,610.28
03/30/2015	14,625.00		14,625.00	34,587.50	-19,962.50		-18,597.14
09/30/2015	64,625.00		64,625.00	34,100.00	30,525.00	10,562.50	27,839.95
03/30/2016	13,000.00		13,000.00	33,612.50	-20,612.50		-18,500.51
09/30/2016	63,000.00		63,000.00	32,125.00	30,875.00	10,262.50	27,133.98
03/30/2017	11,375.00		11,375.00	31,656.25	-20,281.25		-17,538.09
09/30/2017	61,375.00		61,375.00	31,187.50	30,187.50	9,906.25	25,562.27
03/30/2018	9,750.00		9,750.00	29,718.75	-19,968.75		-16,636.89
09/30/2018	59,750.00		59,750.00	29,268.75	30,481.25	10,512.50	24,871.24
03/30/2019	8,125.00		8,125.00	28,818.75	-20,693.75		-16,610.57
09/30/2019	58,125.00		58,125.00	27,368.75	30,756.25	10,062.50	24,181.83
03/30/2020	6,500.00		6,500.00	30,937.50	-24,437.50		-18,897.92
09/30/2020	56,500.00		56,500.00	30,431.25	26,068.75	1,631.25	19,743.62
03/30/2021	4,875.00		4,875.00	29,925.00	-25,050.00		-18,663.75
09/30/2021	54,875.00		54,875.00	29,418.75	25,456.25	406.25	18,576.70
03/30/2022	3,250.00		3,250.00	27,912.50	-24,662.50		-17,703.77
09/30/2022	53,250.00		53,250.00	27,425.00	25,825.00	1,162.50	18,159.97
03/30/2023	1,625.00		1,625.00	25,937.50	-24,312.50		-16,814.93
09/30/2023	51,625.00		51,625.00	25,468.75	26,156.25	1,843.75	17,723.47
	746,625.00	33,024.32	713,600.68	637,027.50	76,573.18	76,573.18	62,387.85

Savings Summary

PV of savings from cash flow	62,387.85
Net PV Savings	62,387.85

SAVINGS

City of Palatka, Florida
 2013C - Refunding of 2008 Tax-Exempt Airport Loan
 Bank Loan Rate: 2.54%

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Annual Savings	Present Value to 04/12/2013 @ 2.5412058%
09/30/2013	103,454.16	50,335.22	53,118.94	52,535.74	583.20	583.20	-24.93
03/30/2014	18,291.67		18,291.67	55,672.20	-37,380.53		-36,528.79
09/30/2014	101,625.00		101,625.00	55,100.48	46,524.52	9,143.99	44,818.27
03/30/2015	16,462.50		16,462.50	51,528.75	-35,066.25		-33,412.34
09/30/2015	99,795.83		99,795.83	50,995.14	48,800.69	13,734.44	45,842.75
03/30/2016	14,633.33		14,633.33	47,461.53	-32,828.20		-30,499.40
09/30/2016	97,966.66		97,966.66	46,966.04	51,000.62	18,172.42	46,718.34
03/30/2017	12,804.17		12,804.17	46,470.54	-33,666.37		-30,496.91
09/30/2017	96,137.50		96,137.50	44,975.05	51,162.45	17,496.08	45,699.13
03/30/2018	10,975.00		10,975.00	44,492.26	-33,517.26		-29,603.75
09/30/2018	94,308.33		94,308.33	44,009.47	50,298.86	16,781.60	43,807.56
03/30/2019	9,145.83		9,145.83	50,526.68	-41,380.85		-35,635.41
09/30/2019	92,479.16		92,479.16	49,954.95	42,524.21	1,143.36	36,105.90
03/30/2020	7,316.67		7,316.67	48,383.23	-41,066.56		-34,481.97
09/30/2020	90,650.00		90,650.00	47,824.21	42,825.79	1,759.23	35,456.55
03/30/2021	5,487.50		5,487.50	47,265.19	-41,777.69		-34,203.35
09/30/2021	88,820.83		88,820.83	46,706.17	42,114.66	336.97	33,998.49
03/30/2022	3,658.33		3,658.33	45,147.15	-41,488.82		-33,118.96
09/30/2022	86,991.66		86,991.66	44,600.83	42,390.83	902.01	33,369.30
03/30/2023	1,829.17		1,829.17	43,054.52	-41,225.35		-32,087.15
09/30/2023	85,162.50		85,162.50	41,520.91	43,641.59	2,416.24	33,499.37
	1,137,995.80	50,335.22	1,087,660.58	1,005,191.04	82,469.54	82,469.54	69,222.69

Savings Summary

PV of savings from cash flow	69,222.69
Net PV Savings	69,222.69

BOND PRICING

City of Palatka, Florida
 Refunding Series' 2013A,B&C
 Prosperity Bank
 Final Numbers

Bond Component	Maturity Date	Amount	Rate	Yield	Price
2013A - Refunding of 2008 Taxable Golf Course Loan, Bond Component:					
	09/15/2013	9,000	4.250%	4.250%	100.000
	03/15/2014	46,000	4.250%	4.250%	100.000
	09/15/2014	50,000	4.250%	4.250%	100.000
	03/15/2015	59,000	4.250%	4.250%	100.000
	09/15/2015	58,000	4.250%	4.250%	100.000
	03/15/2016	61,000	4.250%	4.250%	100.000
	09/15/2016	61,000	4.250%	4.250%	100.000
	03/15/2017	63,000	4.250%	4.250%	100.000
	09/15/2017	64,000	4.250%	4.250%	100.000
	03/15/2018	67,000	4.250%	4.250%	100.000
	09/15/2018	66,000	4.250%	4.250%	100.000
	03/15/2019	69,000	4.250%	4.250%	100.000
	09/15/2019	69,000	4.250%	4.250%	100.000
	03/15/2020	72,000	4.250%	4.250%	100.000
	09/15/2020	72,000	4.250%	4.250%	100.000
	03/15/2021	76,000	4.250%	4.250%	100.000
	09/15/2021	75,000	4.250%	4.250%	100.000
	03/15/2022	78,000	4.250%	4.250%	100.000
	09/15/2022	79,000	4.250%	4.250%	100.000
	03/15/2023	82,000	4.250%	4.250%	100.000
	09/15/2023	82,000	4.250%	4.250%	100.000
		<u>1,358,000</u>			
2013B - Refunding of 2008 Taxable Airport Loan, Bond Component:					
	09/15/2013	17,000	3.750%	3.750%	100.000
	03/15/2014	24,000	3.750%	3.750%	100.000
	09/15/2014	29,000	3.750%	3.750%	100.000
	03/15/2015	26,000	3.750%	3.750%	100.000
	09/15/2015	26,000	3.750%	3.750%	100.000
	03/15/2016	26,000	3.750%	3.750%	100.000
	09/15/2016	25,000	3.750%	3.750%	100.000
	03/15/2017	25,000	3.750%	3.750%	100.000
	09/15/2017	25,000	3.750%	3.750%	100.000
	03/15/2018	24,000	3.750%	3.750%	100.000
	09/15/2018	24,000	3.750%	3.750%	100.000
	03/15/2019	24,000	3.750%	3.750%	100.000
	09/15/2019	23,000	3.750%	3.750%	100.000
	03/15/2020	27,000	3.750%	3.750%	100.000
	09/15/2020	27,000	3.750%	3.750%	100.000
	03/15/2021	27,000	3.750%	3.750%	100.000
	09/15/2021	27,000	3.750%	3.750%	100.000
	03/15/2022	26,000	3.750%	3.750%	100.000
	09/15/2022	26,000	3.750%	3.750%	100.000
	03/15/2023	25,000	3.750%	3.750%	100.000
	09/15/2023	25,000	3.750%	3.750%	100.000
		<u>528,000</u>			
2013C - Refunding of 2008 Tax-Exempt Airport Loan, Bond Component:					
	09/15/2013	43,000	2.541%	2.541%	100.000
	03/15/2014	45,000	2.541%	2.541%	100.000
	09/15/2014	45,000	2.541%	2.541%	100.000
	03/15/2015	42,000	2.541%	2.541%	100.000

BOND PRICING

City of Palatka, Florida
 Refunding Series' 2013A,B&C
 Prosperity Bank
 Final Numbers

Bond Component	Maturity Date	Amount	Rate	Yield	Price
2013C - Refunding of 2008 Tax-Exempt Airport Loan, Bond Component:					
	09/15/2015	42,000	2.541%	2.541%	100.000
	03/15/2016	39,000	2.541%	2.541%	100.000
	09/15/2016	39,000	2.541%	2.541%	100.000
	03/15/2017	39,000	2.541%	2.541%	100.000
	09/15/2017	38,000	2.541%	2.541%	100.000
	03/15/2018	38,000	2.541%	2.541%	100.000
	09/15/2018	38,000	2.541%	2.541%	100.000
	03/15/2019	45,000	2.541%	2.541%	100.000
	09/15/2019	45,000	2.541%	2.541%	100.000
	03/15/2020	44,000	2.541%	2.541%	100.000
	09/15/2020	44,000	2.541%	2.541%	100.000
	03/15/2021	44,000	2.541%	2.541%	100.000
	09/15/2021	44,000	2.541%	2.541%	100.000
	03/15/2022	43,000	2.541%	2.541%	100.000
	09/15/2022	43,000	2.541%	2.541%	100.000
	03/15/2023	42,000	2.541%	2.541%	100.000
	09/15/2023	41,000	2.541%	2.541%	100.000
		<u>883,000</u>			
		2,769,000			

Dated Date	04/12/2013	
Delivery Date	04/12/2013	
First Coupon	09/15/2013	
Par Amount	2,769,000.00	
Original Issue Discount		
Production Underwriter's Discount	2,769,000.00	100.000000%
Purchase Price	2,769,000.00	100.000000%
Accrued Interest		
Net Proceeds	2,769,000.00	

BOND DEBT SERVICE

City of Palatka, Florida
 Refunding Series' 2013A,B&C
 Prosperity Bank
 Final Numbers

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2013	69,000	** %	42,479.62	111,479.62
09/30/2014	239,000	** %	95,840.18	334,840.18
09/30/2015	253,000	** %	87,210.14	340,210.14
09/30/2016	251,000	** %	78,148.82	329,148.82
09/30/2017	254,000	** %	69,045.59	323,045.59
09/30/2018	257,000	** %	59,762.98	316,762.98
09/30/2019	275,000	** %	50,247.88	325,247.88
09/30/2020	286,000	** %	40,226.19	326,226.19
09/30/2021	293,000	** %	29,760.11	322,760.11
09/30/2022	295,000	** %	19,070.48	314,070.48
09/30/2023	297,000	** %	8,209.18	305,209.18
	2,769,000		580,001.17	3,349,001.17

BOND DEBT SERVICE

City of Palatka, Florida
 2013A - Refunding of 2008 Taxable Golf Course Loan
 Bank Loan Rate: 4.25%

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2013	9,000	4.250%	24,528.88	33,528.88
09/30/2014	96,000	4.250%	56,355.00	152,355.00
09/30/2015	117,000	4.250%	51,998.75	168,998.75
09/30/2016	122,000	4.250%	46,983.75	168,983.75
09/30/2017	127,000	4.250%	41,756.25	168,756.25
09/30/2018	133,000	4.250%	36,273.75	169,273.75
09/30/2019	138,000	4.250%	30,578.75	168,578.75
09/30/2020	144,000	4.250%	24,650.00	168,650.00
09/30/2021	151,000	4.250%	18,445.00	169,445.00
09/30/2022	157,000	4.250%	11,985.00	168,985.00
09/30/2023	164,000	4.250%	5,227.50	169,227.50
	1,358,000		348,782.63	1,706,782.63

BOND DEBT SERVICE

City of Palatka, Florida
2013B - Refunding of 2008 Taxable Airport Loan
Bank Loan Rate: 3.75%

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2013	17,000	3.750%	8,415.00	25,415.00
09/30/2014	53,000	3.750%	18,712.50	71,712.50
09/30/2015	52,000	3.750%	16,687.50	68,687.50
09/30/2016	51,000	3.750%	14,737.50	65,737.50
09/30/2017	50,000	3.750%	12,843.75	62,843.75
09/30/2018	48,000	3.750%	10,987.50	58,987.50
09/30/2019	47,000	3.750%	9,187.50	56,187.50
09/30/2020	54,000	3.750%	7,368.75	61,368.75
09/30/2021	54,000	3.750%	5,343.75	59,343.75
09/30/2022	52,000	3.750%	3,337.50	55,337.50
09/30/2023	50,000	3.750%	1,406.25	51,406.25
	528,000		109,027.50	637,027.50

BOND DEBT SERVICE

City of Palatka, Florida
2013C - Refunding of 2008 Tax-Exempt Airport Loan
Bank Loan Rate: 2.54%

Period Ending	Principal	Coupon	Interest	Debt Service
09/30/2013	43,000	2.541%	9,535.74	52,535.74
09/30/2014	90,000	2.541%	20,772.68	110,772.68
09/30/2015	84,000	2.541%	18,523.89	102,523.89
09/30/2016	78,000	2.541%	16,427.57	94,427.57
09/30/2017	77,000	2.541%	14,445.59	91,445.59
09/30/2018	76,000	2.541%	12,501.73	88,501.73
09/30/2019	90,000	2.541%	10,481.63	100,481.63
09/30/2020	88,000	2.541%	8,207.44	96,207.44
09/30/2021	88,000	2.541%	5,971.36	93,971.36
09/30/2022	86,000	2.541%	3,747.98	89,747.98
09/30/2023	83,000	2.541%	1,575.43	84,575.43
	883,000		122,191.04	1,005,191.04

COST OF ISSUANCE

City of Palatka, Florida
Refunding Series' 2013A,B&C
Prosperity Bank
Final Numbers

Cost of Issuance	\$/1000	Amount
Bond Counsel	7.58397	21,000.00
Financial Advisor	6.31997	17,500.00
Bank Counsel Fee	1.08342	3,000.00
Miscellaneous Expenses	1.61955	4,484.53
	16.60691	45,984.53

FORM 8038 STATISTICS

City of Palatka, Florida
 2013A - Refunding of 2008 Taxable Golf Course Loan
 Bank Loan Rate: 4.25%

Dated Date 04/12/2013
 Delivery Date 04/12/2013

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	09/15/2013	9,000.00	4.250%	100.000	9,000.00	9,000.00
	03/15/2014	46,000.00	4.250%	100.000	46,000.00	46,000.00
	09/15/2014	50,000.00	4.250%	100.000	50,000.00	50,000.00
	03/15/2015	59,000.00	4.250%	100.000	59,000.00	59,000.00
	09/15/2015	58,000.00	4.250%	100.000	58,000.00	58,000.00
	03/15/2016	61,000.00	4.250%	100.000	61,000.00	61,000.00
	09/15/2016	61,000.00	4.250%	100.000	61,000.00	61,000.00
	03/15/2017	63,000.00	4.250%	100.000	63,000.00	63,000.00
	09/15/2017	64,000.00	4.250%	100.000	64,000.00	64,000.00
	03/15/2018	67,000.00	4.250%	100.000	67,000.00	67,000.00
	09/15/2018	66,000.00	4.250%	100.000	66,000.00	66,000.00
	03/15/2019	69,000.00	4.250%	100.000	69,000.00	69,000.00
	09/15/2019	69,000.00	4.250%	100.000	69,000.00	69,000.00
	03/15/2020	72,000.00	4.250%	100.000	72,000.00	72,000.00
	09/15/2020	72,000.00	4.250%	100.000	72,000.00	72,000.00
	03/15/2021	76,000.00	4.250%	100.000	76,000.00	76,000.00
	09/15/2021	75,000.00	4.250%	100.000	75,000.00	75,000.00
	03/15/2022	78,000.00	4.250%	100.000	78,000.00	78,000.00
	09/15/2022	79,000.00	4.250%	100.000	79,000.00	79,000.00
	03/15/2023	82,000.00	4.250%	100.000	82,000.00	82,000.00
	09/15/2023	82,000.00	4.250%	100.000	82,000.00	82,000.00
		1,358,000.00			1,358,000.00	1,358,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	09/15/2023	4.250%	82,000.00	82,000.00		
Entire Issue			1,358,000.00	1,358,000.00	6.0432	4.2505%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	22,091.20
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to currently refund prior issues	1,335,908.80
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	6.0831
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

FORM 8038 STATISTICS

City of Palatka, Florida
 2013A - Refunding of 2008 Taxable Golf Course Loan
 Bank Loan Rate: 4.25%

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Taxable Golf Course Revenue Note, Series 2008:					
GOLF	09/24/2013	90,154.23	6.500%	100.000	90,154.23
GOLF	09/24/2014	96,095.64	6.500%	100.000	96,095.64
GOLF	09/24/2015	102,428.61	6.500%	100.000	102,428.61
GOLF	09/24/2016	108,979.74	6.500%	100.000	108,979.74
GOLF	09/24/2017	116,361.01	6.500%	100.000	116,361.01
GOLF	09/24/2018	124,029.53	6.500%	100.000	124,029.53
GOLF	09/24/2019	132,203.42	6.500%	100.000	132,203.42
GOLF	09/24/2020	140,803.73	6.500%	100.000	140,803.73
GOLF	09/24/2021	150,195.35	6.500%	100.000	150,195.35
GOLF	09/24/2022	160,093.63	6.500%	100.000	160,093.63
GOLF	09/24/2023	170,644.25	6.500%	100.000	170,644.25
					1,391,989.14

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
Taxable Golf Course Revenue Note, Series 2008	04/12/2013	09/24/2008	6.0831
All Refunded Issues	04/12/2013		6.0831

FORM 8038 STATISTICS

City of Palatka, Florida
 2013B - Refunding of 2008 Taxable Airport Loan
 Bank Loan Rate: 3.75%

Dated Date 04/12/2013
 Delivery Date 04/12/2013

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	09/15/2013	17,000.00	3.750%	100.000	17,000.00	17,000.00
	03/15/2014	24,000.00	3.750%	100.000	24,000.00	24,000.00
	09/15/2014	29,000.00	3.750%	100.000	29,000.00	29,000.00
	03/15/2015	26,000.00	3.750%	100.000	26,000.00	26,000.00
	09/15/2015	26,000.00	3.750%	100.000	26,000.00	26,000.00
	03/15/2016	26,000.00	3.750%	100.000	26,000.00	26,000.00
	09/15/2016	25,000.00	3.750%	100.000	25,000.00	25,000.00
	03/15/2017	25,000.00	3.750%	100.000	25,000.00	25,000.00
	09/15/2017	25,000.00	3.750%	100.000	25,000.00	25,000.00
	03/15/2018	24,000.00	3.750%	100.000	24,000.00	24,000.00
	09/15/2018	24,000.00	3.750%	100.000	24,000.00	24,000.00
	03/15/2019	24,000.00	3.750%	100.000	24,000.00	24,000.00
	09/15/2019	23,000.00	3.750%	100.000	23,000.00	23,000.00
	03/15/2020	27,000.00	3.750%	100.000	27,000.00	27,000.00
	09/15/2020	27,000.00	3.750%	100.000	27,000.00	27,000.00
	03/15/2021	27,000.00	3.750%	100.000	27,000.00	27,000.00
	09/15/2021	27,000.00	3.750%	100.000	27,000.00	27,000.00
	03/15/2022	26,000.00	3.750%	100.000	26,000.00	26,000.00
	09/15/2022	26,000.00	3.750%	100.000	26,000.00	26,000.00
	03/15/2023	25,000.00	3.750%	100.000	25,000.00	25,000.00
	09/15/2023	25,000.00	3.750%	100.000	25,000.00	25,000.00
		528,000.00			528,000.00	528,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	09/15/2023	3.750%	25,000.00	25,000.00		
Entire Issue			528,000.00	528,000.00	5.5064	3.7505%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	9,236.82
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to currently refund prior issues	518,763.18
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	5.4500
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

FORM 8038 STATISTICS

City of Palatka, Florida
 2013B - Refunding of 2008 Taxable Airport Loan
 Bank Loan Rate: 3.75%

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Taxable Airport Revenue Note, Series 2008:					
THANGAR	09/24/2013	50,000.00	6.500%	100.000	50,000.00
THANGAR	09/24/2014	50,000.00	6.500%	100.000	50,000.00
THANGAR	09/24/2015	50,000.00	6.500%	100.000	50,000.00
THANGAR	09/24/2016	50,000.00	6.500%	100.000	50,000.00
THANGAR	09/24/2017	50,000.00	6.500%	100.000	50,000.00
THANGAR	09/24/2018	50,000.00	6.500%	100.000	50,000.00
THANGAR	09/24/2019	50,000.00	6.500%	100.000	50,000.00
THANGAR	09/24/2020	50,000.00	6.500%	100.000	50,000.00
THANGAR	09/24/2021	50,000.00	6.500%	100.000	50,000.00
THANGAR	09/24/2022	50,000.00	6.500%	100.000	50,000.00
THANGAR	09/24/2023	50,000.00	6.500%	100.000	50,000.00
					550,000.00

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
Taxable Airport Revenue Note, Series 2008	04/12/2013	09/24/2008	5.4500
All Refunded Issues	04/12/2013		5.4500

FORM 8038 STATISTICS

City of Palatka, Florida
 2013C - Refunding of 2008 Tax-Exempt Airport Loan
 Bank Loan Rate: 2.54%

Dated Date 04/12/2013
 Delivery Date 04/12/2013

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Bond Component:						
	09/15/2013	43,000.00	2.541%	100.000	43,000.00	43,000.00
	03/15/2014	45,000.00	2.541%	100.000	45,000.00	45,000.00
	09/15/2014	45,000.00	2.541%	100.000	45,000.00	45,000.00
	03/15/2015	42,000.00	2.541%	100.000	42,000.00	42,000.00
	09/15/2015	42,000.00	2.541%	100.000	42,000.00	42,000.00
	03/15/2016	39,000.00	2.541%	100.000	39,000.00	39,000.00
	09/15/2016	39,000.00	2.541%	100.000	39,000.00	39,000.00
	03/15/2017	39,000.00	2.541%	100.000	39,000.00	39,000.00
	09/15/2017	38,000.00	2.541%	100.000	38,000.00	38,000.00
	03/15/2018	38,000.00	2.541%	100.000	38,000.00	38,000.00
	09/15/2018	38,000.00	2.541%	100.000	38,000.00	38,000.00
	03/15/2019	45,000.00	2.541%	100.000	45,000.00	45,000.00
	09/15/2019	45,000.00	2.541%	100.000	45,000.00	45,000.00
	03/15/2020	44,000.00	2.541%	100.000	44,000.00	44,000.00
	09/15/2020	44,000.00	2.541%	100.000	44,000.00	44,000.00
	03/15/2021	44,000.00	2.541%	100.000	44,000.00	44,000.00
	09/15/2021	44,000.00	2.541%	100.000	44,000.00	44,000.00
	03/15/2022	43,000.00	2.541%	100.000	43,000.00	43,000.00
	09/15/2022	43,000.00	2.541%	100.000	43,000.00	43,000.00
	03/15/2023	42,000.00	2.541%	100.000	42,000.00	42,000.00
	09/15/2023	41,000.00	2.541%	100.000	41,000.00	41,000.00
		883,000.00			883,000.00	883,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	09/15/2023	2.541%	41,000.00	41,000.00		
Entire Issue			883,000.00	883,000.00	5.4460	2.5412%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	14,656.51
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to currently refund prior issues	868,343.49
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	5.4500
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

FORM 8038 STATISTICS

City of Palatka, Florida
 2013C - Refunding of 2008 Tax-Exempt Airport Loan
 Bank Loan Rate: 2.54%

Refunded Bonds

Bond Component	Date	Principal	Coupon	Price	Issue Price
Tax-Exempt Airport Revenue Note, Series 2008:					
TERMINAL	09/24/2013	83,333.33	4.390%	100.000	83,333.33
TERMINAL	09/24/2014	83,333.33	4.390%	100.000	83,333.33
TERMINAL	09/24/2015	83,333.33	4.390%	100.000	83,333.33
TERMINAL	09/24/2016	83,333.33	4.390%	100.000	83,333.33
TERMINAL	09/24/2017	83,333.33	4.390%	100.000	83,333.33
TERMINAL	09/24/2018	83,333.33	4.390%	100.000	83,333.33
TERMINAL	09/24/2019	83,333.33	4.390%	100.000	83,333.33
TERMINAL	09/24/2020	83,333.33	4.390%	100.000	83,333.33
TERMINAL	09/24/2021	83,333.33	4.390%	100.000	83,333.33
TERMINAL	09/24/2022	83,333.33	4.390%	100.000	83,333.33
TERMINAL	09/24/2023	83,333.33	4.390%	100.000	83,333.33
					916,666.63

	Last Call Date	Issue Date	Remaining Weighted Average Maturity
Tax-Exempt Airport Revenue Note, Series 2008	04/12/2013	09/24/2008	5.4500
All Refunded Issues	04/12/2013		5.4500

Agenda
Item

5a

RESOLUTION NO. 2013 – 9 - 102

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE ISSUANCE OF A \$1,358,000 TAXABLE GOLF COURSE REVENUE REFUNDING NOTE, SERIES 2013A FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING DEBT OF THE ISSUER AS MORE PARTICULARLY DESCRIBED HEREIN AND PAYING COSTS RELATED THERETO; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE ISSUER PAYABLE FROM CERTAIN GOLF COURSE NET REVENUES RECEIVED BY THE ISSUER AND A BACKUP COVENANT TO BUDGET, APPROPRIATE AND DEPOSIT NON-AD VALOREM REVENUES AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF SUCH NOTE TO PROSPERITY BANK PURSUANT TO THE TERMS AND CONDITIONS DESCRIBED HEREIN; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Authority for this Resolution. This resolution is adopted pursuant to the provisions of the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes, the Charter of the City of Palatka, Florida (the "Issuer"), and other applicable provisions of law (collectively, the "Act").

SECTION 2: Definitions. The following words and phrases shall have the following meanings when used herein:

"Act" shall have the meaning ascribed thereto in Section 1 hereof.

"Authorized Denominations" shall mean \$100,000 and \$1,000 increments thereof in excess of \$100,000.

"Bond Counsel" shall mean Bryant Miller Olive P.A., or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and political

subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Business Day" shall mean any day except any Saturday or Sunday or day on which the Principal Office of the Original Purchaser is closed.

"City Attorney" shall mean the City Attorney or any deputy or assistant City Attorney of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"City Manager" shall mean the City Manager or any deputy or assistant, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Clerk" shall mean the Clerk or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Cost of Operation and Maintenance" of the Facilities shall mean the current expenses, paid or accrued, of operation, maintenance and repair of the Facilities, as calculated in accordance with generally accepted accounting principles, but shall not include any reserve for renewals, replacements or extraordinary repairs or any allowance for depreciation.

"Debt" shall mean at any date (without duplication) all of the following to the extent that they are secured by or payable in whole or in part from any Non-Ad Valorem Revenues: (A) all obligations of the Issuer for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (B) all obligations of the Issuer to pay the deferred purchase price of property of services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (C) all obligations of the Issuer as lessee under capitalized leases; and (D) all other indebtedness to the extent guaranteed by, or secured by, Non-Ad Valorem Revenues of the Issuer. Notwithstanding anything herein to the contrary, no obligations of the Issuer which are payable directly or indirectly from a covenant to budget and appropriate Non-Ad Valorem Revenues shall be considered to be "Debt" for purposes of Section 20 of this Resolution if the Issuer does not reasonably expect to apply Non-Ad Valorem Revenues to the payment of debt service, directly or indirectly, on such obligations.

"Debt Service Fund" shall mean the Debt Service Fund established with respect to the Note pursuant to Section 12 hereof.

"Facilities" shall mean the complete and total real property comprising the Palatka Municipal Golf Course, including the clubhouse and all other buildings thereon and other

appurtenances thereto, all golf carts and other equipment and personal property used in connection with the operation and maintenance of the golf course, together with any and all improvements and additions thereto hereafter constructed or acquired.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Gross Revenues" shall mean all income, earnings or revenues, including income from rates, fees, rentals, membership fees, greens fees, cart rentals, sales of food, beverages or goods, and other charges made and collected for the services of the Facilities, proceeds from the sale or lease of all or part of the Facilities, and any income from the investment of funds held hereunder unless otherwise herein provided, derived by the Issuer from the operation, use or sale of the Facilities.

"Mayor" shall mean the Mayor of the Issuer, or in his or her absence, the Vice Mayor of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Net Revenues" shall mean the Gross Revenues after payment of the Cost of Operation and Maintenance of the Facilities.

"Non-Ad Valorem Revenues" shall mean all revenues of the Issuer not derived from ad valorem taxation, and which are lawfully available to be used to pay debt service on the Note, excluding revenues accounted for as separate enterprise funds of the Issuer, but only after provision has been made by the Issuer for payment of the costs of essential services. Based on the Issuer's current budget, the Non-Ad Valorem Revenues would be calculated by subtracting the Issuer's ad valorem revenues from its total revenues less (i) General Government expenditures, and (ii) Public Safety expenditures (Building and Zoning, Police Department and Fire Department).

"Note" shall mean the \$1,358,000 Taxable Golf Course Revenue Refunding Note, Series 2013A authorized by Section 4 hereof.

"Original Purchaser" shall mean Prosperity Bank.

"Owner" shall mean the Person in whose name or name the Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

"Payment Date" shall mean each March 15 and September 15.

"Person" shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" shall mean the Net Revenues, and to the extent necessary, any other Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided herein, and amounts on deposit from time to time in the Debt Service Fund and the Project Fund.

"Principal Office" shall mean, with respect to the Original Purchaser, the office located at 100 Southpark Boulevard, St. Augustine, Florida 32086, or such other office as the Original Purchaser may designate to the Issuer in writing.

"Refunded Debt" shall mean all of the Issuer's Refunded Taxable Golf Course Note.

"Refunded Taxable Golf Course Note" shall mean the City of Palatka, Florida Taxable Golf Course Revenue Note dated September 24, 2008.

"Resolution" shall mean this Resolution, pursuant to which the Note is authorized to be issued, including any Supplemental Resolution(s).

"State" shall mean the State of Florida.

SECTION 3: Findings.

(A) For the benefit of its inhabitants, the Issuer finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its inhabitants to refund the Refunded Debt. Issuance of the Note to refund the Refunded Debt satisfies a paramount public purpose and will result in significant present value debt service savings and debt restructuring.

(B) Debt service on the Note will be secured by a pledge of the Pledged Revenues and a backup covenant to budget and appropriate Non-Ad Valorem Revenues, as provided herein.

(C) Debt service on the Note and all other payments hereunder shall be payable solely from moneys deposited in the manner and to the extent provided herein. The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The Note shall not constitute a lien on any property owned by or situated within the limits of the Issuer.

(D) It is estimated that the Net Revenues will be available in amounts sufficient to provide for the payment of the principal of and interest on Note and all other payment obligations hereunder.

(E) The Issuer has received an offer from the Original Purchaser to purchase the Note.

SECTION 4: Authorization of Note and Refunding. Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as the "City of Palatka, Florida Taxable Golf Course Revenue Refunding Note, Series 2013A" is hereby authorized to be issued under and secured by this Resolution, in the principal amount of \$1,358,000 for the purpose of refunding the Refunded Taxable Golf Course Note, and pay the costs of issuing the Note. The refunding of the Refunded Debt is hereby authorized.

Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the Issuer to accept the offer of the Original Purchaser to purchase the Note at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Note, the Issuer shall receive from the Original Purchaser a Purchaser's Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

SECTION 5. This Resolution to Constitute Contract. In consideration of the acceptance of the Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such holders. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal holders of the Note, all of which shall be of equal rank and without preference, priority or distinction of the Note over any other thereof, except as expressly provided therein and herein.

SECTION 6. Description of the Note. The Note shall be dated the date of their execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the following terms:

(A) Interest Rate. The Note shall have a fixed interest rate not to exceed 4.250% calculated on a 30/360-day basis.

(B) Principal and Interest Payment Dates. Principal and interest on the Note shall be paid semi-annually on March 15 and September 15 of each year, commencing September 15, 2013.

(C) Prepayment of the Note. The Note shall be subject to prepayment without premium as described in the Note.

(D) Form of the Note. The Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.

(E) Original Denomination. The Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

SECTION 7. Execution and Authentication of Note. The Note shall be executed in the name of the Issuer by the Mayor and shall be attested by, or bear the facsimile signature of, the Clerk, and a facsimile of the official seal of the Issuer shall be imprinted on the Note. In case any officer whose signature or a facsimile of whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if such Person remained in office until such delivery. Any Note may bear the facsimile signature of or may be signed by such Persons who, at the actual time of the execution of such Note, shall be the proper officers to sign such Note although, at the date of delivery of such Note, such Persons may no longer be such officers.

SECTION 8. Registration and Exchange of Note; Person Treated as Owner. The Note is initially registered to the Original Purchaser. So long as the Note shall remain unpaid, the Issuer will keep books for the registration and transfer of the Note. The Note shall be transferable only upon such registration books and only in Authorized Denominations and only to an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on the Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

SECTION 9. Payment of Principal and Interest; Deposit of Net Revenues in Debt Service Fund. The Issuer promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The payment of the principal of, redemption premium, if any, and interest on the Note shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Revenues. The Pledged Revenues shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

SECTION 10. Limited Obligation. The Note shall not be or constitute a general obligation or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No holder of the Note issued hereunder shall ever have the

right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay the Note, or be entitled to payment of the Note from any funds of the Issuer except from the Pledged Revenues as described herein.

SECTION 11. Backup Covenant to Budget and Appropriate. (A) Subject to the next paragraph, if Net Revenues are insufficient to pay the principal of and interest on the Note when due, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Note not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. Other than on the Net Revenues, no lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues other than the Net Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the holder of the Note a prior claim on the Non-Ad Valorem Revenues (other than Net Revenues) as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no holder of the Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. The obligation of the Issuer to budget, appropriate, deposit and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. Notwithstanding any provisions of this Resolution or the Note to the contrary, the Issuer shall never be obligated

to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer, and the provisions of Section 166.241, Florida Statutes.

SECTION 12. Debt Service Fund.

(A) There is hereby created and established the "City of Palatka, Florida Taxable Golf Course Revenue Refunding Note, Series 2013A Debt Service Fund" (the "Debt Service Fund") which fund shall be a trust fund held by the City Manager, which shall be held solely for the benefit of the Owner of the Note. As long as any principal of and interest on the Note remains outstanding, the Issuer shall withdraw from the Debt Service Fund sufficient monies to make the required payments on the Note. There shall be deposited into the Debt Service Fund as and when received:

- (i) sufficient Pledged Revenues appropriated for the payment of the Note. The Issuer shall deposit into the Debt Service Fund monthly in advance on or before the last day of each month of each year, a sum equal to one-sixth (1/6) of the interest becoming due on the next Payment Date and one-sixth (1/6) of the principal becoming due on the next Payment Date, together with such additional proportionate sums as may be required to pay said principal and interest as the same shall respectively become due, or to account for a period of less than six months between the delivery of the Note and the first Payment Date;
- (ii) any income received from investment of monies in the Debt Service Fund; and
- (iii) any other funds available to the Issuer which may be lawfully used for payment of the principal of and interest on the Note, and which may be directed to be deposited into the Debt Service Fund.

(B) Until applied in accordance with this Resolution, any amounts on deposit in the Debt Service Fund from time to time in the funds and accounts established herein, plus any earnings thereon, shall be pledged to the repayment of the Note.

SECTION 13. Application of Proceeds of Note. Proceeds from the sale of the Note shall be used to currently refund the Refunded Debt and pay the associated costs of issuance (including but not limited to legal and financial advisory fees and expenses). The Issuer shall pay all costs and expenses in connection with the preparation and issuance of the Note.

The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. All of such funds, except as hereinafter provided, shall be continuously secured in the same manner as municipal deposits of funds are required to be secured by the laws of the State of Florida. Moneys on deposit to the credit of all funds and account created hereunder may be invested pursuant to applicable law and the Issuer's investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said fund or account.

SECTION 14. Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note except with the written consent of the Owner of the Note.

SECTION 15. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any Person other than the Issuer and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owner.

SECTION 16. Note Mutilated, Destroyed, Stolen or Lost. In case the Note shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such reasonable expenses as the Issuer may incur. The Note so surrendered shall be canceled.

SECTION 17. Impairment of Contract. The Issuer covenants with the Owner of the Note that it will not, without the written consent of the Owner of the Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Note hereunder.

SECTION 18. Financial Information. The Issuer agrees to provide the Owner of the Note with annual audited year-end reports and budget information created in due course of the Issuer's operation that the Owner of the Note may reasonably request from time to time.

SECTION 19. Anti-Dilution Test. The Issuer covenants and agrees that it will not issue

any other debt obligations secured by Non-Ad Valorem Revenues, or a covenant to budget and appropriate Non-Ad Valorem Revenues, unless the ratio of (i) the annual Non-Ad Valorem Revenues for the Issuer's then current fiscal year as shown by the Issuer's officially adopted budget to (ii) the maximum annual debt service on the Debt (including the Note) is not less than 1.1:1.

SECTION 20. Events of Default; Remedies of Owner of the Note. The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal of or interest on the Note as the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following notice thereof; or (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismitted or undischarged.

Upon the occurrence and during the continuation of any Event of Default, the Owner of the Note may, in addition to any other remedies set forth in this Resolution or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer.

SECTION 21. Business Days. In any case where the due date of interest on or principal of the Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

SECTION 22. Severability. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid or shall in any manner be held to adversely affect the validity of the Note, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Note issued hereunder.

SECTION 23. Applicable Provisions of Law; Jurisdiction; Waiver of Jury Trial. This Resolution shall be governed by and construed in accordance with the laws of the State. The Issuer consents to Florida jurisdiction and agrees to waive trial by jury.

SECTION 24. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof,"

"hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

SECTION 25. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

SECTION 26. General Authority. The members of the City Commission of the Issuer and the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Note and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel to effectuate the sale of the Note to said initial purchasers.

SECTION 27. No Third Party Beneficiaries. Except such other Persons as may be expressly described herein or in the Note, nothing in this Resolution, or in the Note, expressed or implied, is intended or shall be construed to confer upon any Person, other than the Issuer and the Holders, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Note, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Holders.

SECTION 28. No Personal Liability. Neither the members of the City Commission of the Issuer, any person executing the Note, nor employees of the Issuer shall be personally liable therefore or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 29. Repeal of Inconsistent Instruments. All resolutions or parts or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 30. Effective Date. This Resolution shall take effect immediately upon its adoption.

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**PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida,
this 11th day of April, 2013, at a regular meeting duly called and held.**

CITY OF PALATKA, FLORIDA

(SEAL)

**By: Vernon Myers
Its Mayor**

ATTEST:

**Betsy J. Driggers
City Clerk**

EXHIBIT A

FORM OF NOTE

ANY HOLDER SHALL, PRIOR TO BECOMING A HOLDER, EXECUTE A PURCHASER'S CERTIFICATE IN THE FORM ATTACHED TO THE RESOLUTION (HEREIN DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH HOLDER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

_____, 2013

\$1,358,000

STATE OF FLORIDA
PUTNAM COUNTY, FLORIDA
CITY OF PALATKA, FLORIDA
TAXABLE GOLF COURSE REVENUE REFUNDING NOTE, SERIES 2013A

Maturity Date: September 15, 2023

Interest Rate: 4.250%
(subject to adjustment as described herein)

KNOW ALL MEN BY THESE PRESENTS that City of Palatka, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Prosperity Bank or registered assigns (hereinafter, the "Owner"), the principal amount of \$1,358,000, together with interest at an interest rate of 4.250% (subject to adjustment as described herein) (the "Interest Rate"). Interest shall be calculated on a 30/360 day basis; however, that such interest rate shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall have a final maturity date of September 15, 2023.

Principal of and interest on this Note is payable in lawful money of the United States of America at such place as the Owner may designate to the Issuer in writing.

The Issuer promises to pay the Owner interest on amounts outstanding from the date of this Note at the interest rate described above, but in no event shall it exceed the maximum interest rate permitted by applicable law. Such interest shall be paid semi-annually on each March 15 and September 15, commencing September 15, 2013.

Unless earlier prepaid, the principal on this Note shall amortize semi-annually on the following dates in the following amounts:

<u>Dates</u>	<u>Amounts</u>
9/15/2013	\$ 9,000
3/15/2014	46,000
9/15/2014	50,000
3/15/2015	59,000
9/15/2015	58,000
3/15/2016	61,000
9/15/2016	61,000
3/15/2017	63,000
9/15/2017	64,000
3/15/2018	67,000
9/15/2018	66,000
3/15/2019	69,000
9/15/2019	69,000
3/15/2020	72,000
9/15/2020	72,000
3/15/2021	76,000
9/15/2021	75,000
3/15/2022	78,000
9/15/2022	79,000
3/15/2023	82,000
9/15/2023	82,000
	<u>\$1,358,000</u>

A final payment in the amount of the entire unpaid principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day (as defined in the Resolution hereinafter defined) the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION

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OF ANY REAL OR PERSONAL PROPERTY THEREIN OR USE OR APPLICATION OF AD VALOREM TAX REVENUES OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note may be prepaid in part on any principal payment date with 5 days advance written notice to the Owner without prepayment penalty, provided that the Issuer pays all accrued interest which shall have accrued to the date of prepayment and provided further that any partial prepayments shall be in multiples of one-thousands (\$1,000.00). Prepayments shall be applied to those principal installments with the latest maturities on this Note, in inverse order.

This Note is issued pursuant to Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law, and Resolution No. ___ duly adopted by the Issuer on April 11, 2013, as amended and supplemented from time to time (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of the Note is secured by a lien upon Pledged Revenues and a backup covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

This Note shall bear interest at the Interest Rate. Anything provided herein or in this Note to the contrary notwithstanding, in no event shall this Note bear interest in excess of the Maximum Rate.

"Maximum Rate" means the maximum rate of interest permitted for non-rated governmental bonds as set forth in Section 215.84(3), Florida Statutes, as may be amended from time to time.

This Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution; provided, however, this Note may not be transferred in a denomination less than \$100,000 under any circumstances.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Palatka, Florida has caused this Note to be executed in its name by the manual signature of its Mayor, attested and countersigned by the manual signature of its Clerk, and its seal to be impressed hereon, all as of this ____ day of _____, 2013.

CITY OF PALATKA, FLORIDA

(SEAL)

By: _____
Mayor, City Commission

ATTESTED AND COUNTERSIGNED:

Clerk

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Prosperity Bank (the "Purchaser") has not required City of Palatka, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance by the Issuer of its \$1,358,000 Taxable Golf Course Revenue Refunding Note, Series 2013A (the "Note"), and no inference should be drawn that the Purchaser, in the acceptance of the Note, is relying on Bond Counsel or the City Attorney as to any such matters other than the legal opinion rendered by Bond Counsel, Bryant Miller Olive P.A. and by the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution adopted by the City Commission of the Issuer on April 11, 2013 (the "Resolution").

We are aware that investment in the Note involves various risks, that the Note is not a general obligation of the Issuer or payable from ad valorem tax revenues, and that the payment of the Note is secured solely from the sources described in the Resolution (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our investment decision, we have relied upon the accuracy of information which has been provided to us.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Note and can bear the economic risk of our investment in the Note.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Note as an investment for our own account and not with a present view towards a resale or other distribution to the public. We understand that the Note may not be transferred except to an "accredited investor", in minimum denominations of \$100,000 and other restrictions set forth in the Note.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

DATED this ____ day of _____, 2013.

PROSPERITY BANK

By: _____
Name: James Roberti
Title: Senior Vice President

EXHIBIT C

FORM OF DISCLOSURE LETTER

Following a competitive selection process, the undersigned, as purchaser, proposes to negotiate with the City of Palatka, Florida (the "Issuer") for the private purchase of its \$1,358,000 Taxable Golf Course Revenue Refunding Note, Series 2013A (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

\$1,000

Upchurch, Bailey & Upchurch, P.A.
Bank Counsel Fees

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Note to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.

4. The management fee to be charged by the Bank is \$0.

5. Truth-in-Bonding Statement:

The City of Palatka, Florida is proposing to issue \$1,358,000 of its Series 2013A Note for the primary purpose of refunding the City of Palatka, Florida Taxable Golf Course Revenue Note.

Unless earlier prepaid, the Note is expected to be repaid by September 15, 2023; at an interest rate of 4.250%, total interest paid over the life of the Note is estimated to be \$348,782.63.

The Note will be payable solely from certain golf course net revenues and a backup covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer, in the manner and to the extent described in Resolution No. ____ of the Issuer adopted on April 11, 2013 (the "Resolution"). See the Resolution for a definition of Pledged Revenues and Non-Ad Valorem Revenues. Issuance of the Note is estimated to result in an annual maximum of approximately \$169,445.00 of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Bank is as follows:

Prosperity Bank
100 Southpark Boulevard
St. Augustine, Florida 32086

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Bank this ____ day of _____, 2013.

PROSPERITY BANK

By: _____
Name: James Roberti
Title: Senior Vice President

Agenda
Item

5b

RESOLUTION NO. 2013- 9 - 103

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE ISSUANCE OF A \$528,000 TAXABLE AIRPORT REVENUE REFUNDING NOTE, SERIES 2013B AND A \$883,000 TAX-EXEMPT AIRPORT REVENUE REFUNDING NOTE, SERIES 2013C FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING DEBT OF THE ISSUER AS MORE PARTICULARLY DESCRIBED HEREIN AND PAYING COSTS RELATED THERETO; PROVIDING THAT THE NOTES SHALL BE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE FROM CERTAIN AIRPORT NET REVENUES RECEIVED BY THE ISSUER AND A BACKUP COVENANT TO BUDGET, APPROPRIATE AND DEPOSIT NON-AD VALOREM REVENUES AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNERS OF THE NOTES; AUTHORIZING THE PRIVATE NEGOTIATED SALE OF SUCH NOTES TO PROSPERITY BANK PURSUANT TO THE TERMS AND CONDITIONS DESCRIBED HEREIN; DESIGNATING THE SERIES 2013B NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF THE INTERNAL REVENUE CODE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: Authority for this Resolution. This resolution is adopted pursuant to the provisions of the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes, the Charter of the City of Palatka, Florida (the "Issuer"), and other applicable provisions of law (collectively, the "Act").

SECTION 2: Definitions. The following words and phrases shall have the following meanings when used herein:

"Act" shall have the meaning ascribed thereto in Section 1 hereof.

"Authorized Denominations" shall mean \$100,000 and \$1,000 increments thereof in excess of \$100,000.

"Bond Counsel" shall mean Bryant Miller Olive P.A., or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Business Day" shall mean any day except any Saturday or Sunday or day on which the Principal Office of the Original Purchaser is closed.

"City Attorney" shall mean the City Attorney or any deputy or assistant City Attorney of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"City Manager" shall mean the City Manager or any deputy or assistant, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Clerk" shall mean the Clerk or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and any Treasury Regulations, whether temporary, proposed or final, promulgated thereunder or applicable thereto.

"Cost of Operation and Maintenance" of the Facilities shall mean the current expenses, paid or accrued, of operation, maintenance and repair of the Facilities, as calculated in accordance with generally accepted accounting principles, but shall not include any reserve for renewals, replacements or extraordinary repairs or any allowance for depreciation.

"Debt" shall mean at any date (without duplication) all of the following to the extent that they are secured by or payable in whole or in part from any Non-Ad Valorem Revenues: (A) all obligations of the Issuer for borrowed money or evidenced by bonds, debentures, notes or other similar instruments; (B) all obligations of the Issuer to pay the deferred purchase price of property of services, except trade accounts payable under normal trade terms and which arise in the ordinary course of business; (C) all obligations of the Issuer as lessee under capitalized leases; and (D) all other indebtedness to the extent guaranteed by, or secured by, Non-Ad Valorem Revenues of the Issuer. Notwithstanding anything herein to the contrary, no obligations of the Issuer which are payable directly or indirectly from a covenant to budget and appropriate Non-Ad Valorem Revenues shall be considered to be "Debt" for purposes of Section 20 of this Resolution if the Issuer does not reasonably expect to apply Non-Ad Valorem Revenues to the payment of debt service, directly or indirectly, on such obligations.

"Debt Service Fund" shall mean the Debt Service Fund established with respect to the Note pursuant to Section 12 hereof.

"Facilities" shall mean the complete and total real property comprising the Palatka Municipal Airport, including the project and all other buildings thereon and other appurtenances thereto, all equipment and personal property used in connection with the operation and maintenance of the Palatka Municipal Airport, together with any and all improvements and additions thereto hereafter constructed or acquired.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Gross Revenues" shall mean all income, earnings or revenues, including income from rates, fees, rentals, sales of food, beverages or goods, and other charges made and collected for the services of the Facilities, proceeds from the sale or lease of all or part of the Facilities, and any income from the investment of funds held hereunder unless otherwise herein provided, derived by the Issuer from the operation, use or sale of the Facilities.

"Mayor" shall mean the Mayor of the Issuer, or in his or her absence, the Vice Mayor of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Net Revenues" shall mean the Gross Revenues after payment of the Cost of Operation and Maintenance of the Facilities.

"Non-Ad Valorem Revenues" shall mean all revenues of the Issuer not derived from ad valorem taxation, and which are lawfully available to be used to pay debt service on the Note, excluding revenues accounted for as separate enterprise funds of the Issuer, but only after provision has been made by the Issuer for payment of the costs of essential services. Based on the Issuer's current budget, the Non-Ad Valorem Revenues would be calculated by subtracting the Issuer's ad valorem revenues from its total revenues less (i) General Government expenditures, and (ii) Public Safety expenditures (Building and Zoning, Police Department and Fire Department).

"Notes" shall mean, collectively, the Series 2013B Note and the Series 2013C Note.

"Original Purchaser" shall mean Prosperity Bank.

"Owner" or *"Owners"* shall mean the Person or Persons in whose name or names the Note shall be registered on the books of the Issuer kept for that purpose in accordance with provisions of this Resolution.

"Payment Date" shall mean each March 15 and September 15.

"Person" shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" shall mean the Net Revenues, and to the extent necessary, any other Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided herein, and amounts on deposit from time to time in the Debt Service Fund and the Project Fund.

"Principal Office" shall mean, with respect to the Original Purchaser, the office located at 100 Southpark Boulevard, St. Augustine, Florida 32086, or such other office as the Original Purchaser may designate to the Issuer in writing.

"Refunded Debt" shall mean, collectively, all of the Issuer's Refunded Taxable Series 2008 Note and the Refunded Tax-Exempt Series 2008 Note.

"Refunded Taxable Series 2008 Note" shall mean the City of Palatka, Florida Taxable Airport Revenue Note dated September 24, 2008.

"Refunded Tax-Exempt Series 2008 Note" shall mean the City of Palatka, Florida Tax-Exempt Airport Revenue Note dated September 24, 2008.

"Resolution" shall mean this Resolution, pursuant to which the Note is authorized to be issued, including any Supplemental Resolution(s).

"Series 2013B Note" shall mean the \$528,000 Taxable Airport Revenue Refunding Note, Series 2013B authorized by Section 4 hereof.

"Series 2013C Note" shall mean the \$883,000 Tax-Exempt Airport Revenue Refunding Note, Series 2013C authorized by Section 4 hereof.

"State" shall mean the State of Florida.

SECTION 3: Findings.

(A) For the benefit of its inhabitants, the Issuer finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its inhabitants to refund the Refunded Debt. Issuance of the Notes to refund the Refunded Debt satisfies a paramount public purpose and will result in significant present value debt service savings and debt restructuring.

(B) Debt service on the Notes will be secured by a pledge of the Pledged Revenues and a backup covenant to budget and appropriate Non-Ad Valorem Revenues; as provided herein.

(C) Debt service on the Notes and all other payments hereunder shall be payable solely from moneys deposited in the manner and to the extent provided herein. The Issuer shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Notes or to make any other payments to be made hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any other Non-Ad Valorem Revenues. The Notes shall not constitute a lien on any property owned by or situated within the limits of the Issuer.

(D) It is estimated that the Net Revenues will be available in amounts sufficient to provide for the payment of the principal of and interest on Notes and all other payment obligations hereunder.

(E) The Issuer has received an offer from the Original Purchaser to purchase the Notes.

SECTION 4: Authorization of Notes and Refunding. Subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as the "City of Palatka, Florida Taxable Airport Revenue Refunding Note, Series 2013B" is hereby authorized to be issued under and secured by this Resolution, in the principal amount of \$528,000 for the purpose of refunding the Refunded Taxable Series 2008 Note, and pay the costs of issuing the Series 2013B Note. Additionally, subject and pursuant to the provisions of this Resolution, an obligation of the Issuer to be known as the "City of Palatka, Florida Tax-Exempt Airport Revenue Refunding Note, Series 2013C" is hereby authorized to be issued under and secured by this Resolution, in the principal amount of \$883,000 for the purpose of refunding the Refunded Tax-Exempt Series 2008 Note, and pay the costs of issuing the Series 2013C Note. The refunding of the Refunded Debt is hereby authorized.

Because of the characteristics of the Notes, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Notes, it is in the best interest of the Issuer to accept the offer of the Original Purchaser to purchase the Notes at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Notes, the Issuer shall receive from the Original Purchaser a Purchaser's Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Letter containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

SECTION 5. This Resolution to Constitute Contract. In consideration of the acceptance of the Notes authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such holders. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of the legal holders of the Notes, all of which shall be of equal rank and without preference, priority or distinction of the Notes over any other thereof, except as expressly provided therein and herein.

SECTION 6. Description of the Notes. The Notes shall be dated the date of their execution and delivery, which shall be a date agreed upon by the Issuer and the Original Purchaser, subject to the following terms:

(A) Interest Rate. The Series 2013B Note shall have a fixed interest rate of 3.75% calculated on a 30/360-day basis. The 2013C Note shall have a fixed interest rate of 2.541% calculated on a 30/360-day basis.

(B) Principal and Interest Payment Dates. Principal and interest on the Notes shall be paid semi-annually on March 15 and September 15 of each year, commencing September 15, 2013.

(C) Prepayment of the Notes. The Notes shall be subject to prepayment without premium as described in the Note.

(D) Form of the Notes. The Notes are to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.

(E) Original Denomination. The Notes shall originally be issued in a single denomination equal to the original principal amount authorized hereunder.

SECTION 7. Execution and Authentication of Notes. The Notes shall be executed in the name of the Issuer by the Mayor and shall be attested by, or bear the facsimile signature of, the Clerk, and a facsimile of the official seal of the Issuer shall be imprinted on the Notes. In case any officer whose signature or a facsimile of whose signature shall appear on any Notes shall cease to be such officer before the delivery of such Notes, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if such Person remained in office until such delivery. Any Note may bear the facsimile signature of or may be signed by such Persons who, at the actual time of the execution of such Note, shall be the proper officers to sign such Notes although, at the date of delivery of such Notes, such Persons may no longer be such officers.

SECTION 8. Registration and Exchange of Notes; Persons Treated as Owners. The Notes are initially registered to the Original Purchaser. So long as the Notes shall remain unpaid, the Issuer will keep books for the registration and transfer of the Notes. The Notes shall be transferable only upon such registration books and in Authorized Denominations and only to an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

The Person in whose name the Notes shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest on the Notes shall be made only to or upon the written order of the Owners. All such payments shall

be valid and effectual to satisfy and discharge the liability upon the Notes to the extent of the sum or sums so paid.

SECTION 9. Payment of Principal and Interest; Deposit of Net Revenues in Debt Service Fund. The Issuer promises that it will promptly pay the principal of and interest on the Notes at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The payment of the principal of, redemption premium, if any, and interest on the Notes shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Revenues. The Pledged Revenues shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

SECTION 10. Limited Obligation. The Notes shall not be or constitute general obligations or indebtedness of the Issuer as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No holder of the Notes issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or the use or application of ad valorem tax revenues to pay the Notes, or be entitled to payment of the Notes from any funds of the Issuer except from the Pledged Revenues as described herein.

SECTION 11. Backup Covenant to Budget and Appropriate. (A) Subject to the next paragraph, if Net Revenues are insufficient to pay the principal of and interest on the Notes when due, the Issuer covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Notes not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the Issuer to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. Other than on the Net Revenues, no lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues other than the Net Revenues, nor does it preclude the Issuer from pledging in the future its Non-Ad Valorem Revenues, nor does it require the Issuer to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the holder of the Notes a prior claim on the Non-Ad Valorem Revenues (other than Net Revenues) as opposed to claims of general creditors of the Issuer. Such covenant to budget and appropriate Non-Ad Valorem Revenues is

subject in all respects to the prior payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or ad valorem taxing revenues or to permit or constitute a mortgage or lien upon any assets owned by the Issuer and no holder of the Notes nor any other Person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer or the use or application of ad valorem tax revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. The obligation of the Issuer to budget, appropriate, deposit and make payments hereunder from its Non-Ad Valorem Revenues is subject to the availability of Non-Ad Valorem Revenues after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the Issuer. Notwithstanding any provisions of this Resolution or the Notes to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein and is subject to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer, and the provisions of Section 166.241, Florida Statutes.

SECTION 12. Debt Service Fund.

(A) There is hereby created and established the "City of Palatka, Florida Series 2013 Debt Service Fund" (the "Debt Service Fund") which fund shall be a trust fund held by the City Manager, which shall be held solely for the benefit of the Owners of the Notes. As long as any principal of and interest on the Notes remains outstanding, the Issuer shall withdraw from the Debt Service Fund sufficient monies to make the required payments on the Notes. There shall be deposited into the Debt Service Fund as and when received:

(i) sufficient Pledged Revenues appropriated for the payment of the Notes. The Issuer shall deposit into the Debt Service Fund monthly in advance on or before the last day of each month of each year, a sum equal to one-sixth (1/6) of the interest becoming due on the next Payment Date and one-sixth (1/6) of the principal becoming due on the next Payment Date, together with such additional proportionate sums as may be required to pay said principal and interest as the same shall respectively become due, or to account for a period of less than six months between the delivery of the Notes and the first Payment Date;

- (ii) any income received from investment of monies in the Debt Service Fund; and
- (iii) any other funds available to the Issuer which may be lawfully used for payment of the principal of and interest on the Notes, and which may be directed to be deposited into the Debt Service Fund.

(B) Until applied in accordance with this Resolution, any amounts on deposit in the Debt Service Fund from time to time in the funds and accounts established herein, plus any earnings thereon, shall be pledged to the repayment of the Notes.

SECTION 13. Application of Proceeds of Notes. Proceeds from the sale of the Notes shall be used to currently refund the Refunded Debt and pay the associated costs of issuance (including but not limited to legal and financial advisory fees and expenses). The Issuer shall pay all costs and expenses in connection with the preparation and issuance of the Notes.

The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. All of such funds, except as hereinafter provided, shall be continuously secured in the same manner as municipal deposits of funds are required to be secured by the laws of the State of Florida. Moneys on deposit to the credit of all funds and account created hereunder may be invested pursuant to applicable law and the Issuer's investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said fund or account.

SECTION 14. Tax Covenant. The Issuer covenants to the Owner of the Series 2013C Note provided for in this Resolution that the Issuer will not make any use of the proceeds of the Series 2013C Note at any time during the term of the Series 2013C Note which, if such use had been reasonably expected on the date the Series 2013C Note was issued, would have caused such Series 2013C Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Series 2013C Note from the gross income of the holders thereof for purposes of federal income taxation.

SECTION 15. Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Notes except with the written consent of all of the Owners of the Notes.

SECTION 16. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Notes are intended or shall be construed to give to any Person other than the Issuer and the Owners any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Owners.

SECTION 17. Notes Mutilated, Destroyed, Stolen or Lost. In case any of the Notes shall become mutilated, or be destroyed, stolen or lost, the Issuer shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the Issuer proof of ownership thereof and indemnity reasonably satisfactory to the Issuer and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such reasonable expenses as the Issuer may incur. The Note so surrendered shall be canceled.

SECTION 18. Impairment of Contract. The Issuer covenants with the Owners of the Notes that it will not, without the written consent of the Owners of the Notes, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owners the rights granted to the Owners of the Notes hereunder.

SECTION 19. Financial Information. The Issuer agrees to provide the Owners of the Notes with annual audited year-end reports and budget information created in due course of the Issuer's operation that the Owners of the Notes may reasonably request from time to time.

SECTION 20. Anti-Dilution Test. The Issuer covenants and agrees that it will not issue any other debt obligations secured by Non-Ad Valorem Revenues or a covenant to budget and appropriate Non-Ad Valorem Revenues unless the ratio of (i) the annual Non-Ad Valorem Revenues for the Issuer's then current fiscal year as shown by the Issuer's officially adopted budget to (ii) the maximum annual debt service on the Debt (including the Notes) is not less than 1.1:1.

SECTION 21. Events of Default; Remedies of Owner of the Notes. The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal of or interest on the Notes as the same becomes due and payable; (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Notes (other than set forth in (i) above) and fails to cure the same within thirty (30) days following notice thereof; or (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or

trustee for the Issuer, and the continuance of any such event for 90 days undismissed or undischarged.

Upon the occurrence and during the continuation of any Event of Default, the Owners of the Notes may, in addition to any other remedies set forth in this Resolution or the Notes, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer.

SECTION 22. Business Days. In any case where the due date of interest on or principal of the Notes is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owners.

SECTION 23. Bank Qualified. The Issuer hereby designates the portion of the Series 2013B Note in excess of the par amount of the Refunded Tax-Exempt 2008 Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The Issuer and any subordinate entities of the Issuer and any issuer of "tax-exempt" debt that issues "on behalf of" the Issuer do not reasonably expect during the calendar year 2013 to issue more than \$10,000,000 of "tax-exempt" obligations including such portion of the Series 2013B Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code) and exclusive of bonds issued to currently refund any existing tax-exempt obligations. The portion of the Series 2013B Note that is not being so designated is deemed designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.

SECTION 24. Severability. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid or shall in any manner be held to adversely affect the validity of the Notes, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Notes issued hereunder.

SECTION 25. Applicable Provisions of Law; Jurisdiction; Waiver of Jury Trial. This Resolution shall be governed by and construed in accordance with the laws of the State. The Issuer consents to Florida jurisdiction and agrees to waive trial by jury.

SECTION 26. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely

to the particular portion in which any such word is used.

SECTION 27. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

SECTION 28. General Authority. The members of the City Commission of the Issuer and the Issuer's officers, attorneys and other agents and employees are hereby authorized to perform all acts and things required of them by this Resolution or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Notes and this Resolution, and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel to effectuate the sale of the Notes to said initial purchasers.

SECTION 29. No Third Party Beneficiaries. Except such other Persons as may be expressly described herein or in the Notes, nothing in this Resolution, or in the Notes, expressed or implied, is intended or shall be construed to confer upon any Person, other than the Issuer and the Holders, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, or of the Notes, all provisions hereof and thereof being intended to be and being for the sole and exclusive benefit of the Issuer and the Persons who shall from time to time be the Holders.

SECTION 30. No Personal Liability. Neither the members of the City Commission of the Issuer, any person executing the Notes nor employees of the Issuer shall be personally liable therefor or be subject to any personal liability or accountability by reason of the issuance thereof.

[Remainder of page intentionally left blank]

SECTION 31. Repeal of Inconsistent Instruments. All resolutions or parts or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 32. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 11th day of April, 2013, at a regular meeting duly called and held.

CITY OF PALATKA, FLORIDA

(SEAL)

Vernon Myers
Mayor

ATTEST:

Betsy J. Driggers
City Clerk

EXHIBIT A

FORM OF NOTE

ANY HOLDER SHALL, PRIOR TO BECOMING A HOLDER, EXECUTE A PURCHASER'S CERTIFICATE IN THE FORM ATTACHED TO THE RESOLUTION (HEREIN DEFINED) CERTIFYING, AMONG OTHER THINGS, THAT SUCH HOLDER IS AN "ACCREDITED INVESTOR" AS SUCH TERM IS DEFINED IN THE SECURITIES ACT OF 1933, AS AMENDED, AND REGULATION D THEREUNDER.

_____, 2013

\$ _____

STATE OF FLORIDA
PUTNAM COUNTY, FLORIDA
CITY OF PALATKA, FLORIDA
[TAXABLE] AIRPORT REVENUE REFUNDING NOTE, SERIES 2013[B][C]

Maturity Date: September 15, 2023

Interest Rate: ____%
(subject to adjustment as described herein)

KNOW ALL MEN BY THESE PRESENTS that City of Palatka, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of Prosperity Bank or registered assigns (hereinafter, the "Owner"), the principal amount of \$_____, together with interest at an interest rate of ____% (subject to adjustment as described herein)(the "Interest Rate"). Interest shall be calculated on a 30/360 day basis; however, that such interest rate shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall have a final maturity date of September 15, 2023.

Principal of and interest on this Note is payable in lawful money of the United States of America at such place as the Owners may designate to the Issuer in writing.

The Issuer promises to pay the Owner interest on amounts outstanding from the date of this Note at the interest rate described above, but in no event shall it exceed the maximum interest rate permitted by applicable law. Such interest shall be paid semi-annually on each March 15 and September 15, commencing September 15, 2013.

Unless earlier prepaid, the principal on this Note shall amortize semi-annually on the following dates in the following amounts:

<u>Series 2013B Note</u>	
<u>Dates</u>	<u>Amounts</u>
09/15/2013	\$ 17,000
03/15/2014	24,000
09/15/2014	29,000
03/15/2015	26,000
09/15/2015	26,000
03/15/2016	26,000
09/15/2016	25,000
03/15/2017	25,000
09/15/2017	25,000
03/15/2018	24,000
09/15/2018	24,000
03/15/2019	24,000
09/15/2019	23,000
03/15/2020	27,000
09/15/2020	27,000
03/15/2021	27,000
09/15/2021	27,000
03/15/2022	26,000
09/15/2022	26,000
03/15/2023	25,000
09/15/2023	25,000
	<hr/>
	\$528,000

Series 2013C Note

<u>Dates</u>	<u>Amounts</u>
9/15/2013	\$ 43,000
3/15/2014	45,000
9/15/2014	45,000
3/15/2015	42,000
9/15/2015	42,000
3/15/2016	39,000
9/15/2016	39,000
3/15/2017	39,000
9/15/2017	38,000
3/15/2018	38,000
9/15/2018	38,000
3/15/2019	45,000
9/15/2019	45,000
3/15/2020	44,000
9/15/2020	44,000
3/15/2021	44,000
9/15/2021	44,000
3/15/2022	43,000
9/15/2022	43,000
3/15/2023	42,000
9/15/2023	41,000
	<u>\$883,000</u>

A final payment in the amount of the entire unpaid principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on the Maturity Date.

If any date for the payment of principal and interest hereon shall fall on a day which is not a Business Day (as defined in the Resolution hereinafter defined) the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

While this Series 2013C Note remains outstanding, upon the occurrence of a Determination of Taxability, the Interest Rate of the Series 2013C Note shall be adjusted to 3.75%, from the date such interest must be included in the Owner's gross income, whereupon the Issuer shall reimburse the Owner for the difference between (i) the interest then due computed at the adjusted rate, and (ii) the interest previously paid on this Note at the unadjusted rate, along with all costs, expenses, penalties, attorneys fees and all other losses

{26232/001/00752741.DOCv5}

incurred by the Owner as a result of such Determination of Taxability (but not due to any negligent delay of the Owner), within 30 days after the date a written notice (including a copy of the Determination of Taxability) is delivered by the Owner to the Issuer stating that such a determination has been made and stating the amount that is then due. The obligation to pay such additional interest and such other costs, expenses, penalties, attorney's fees and other losses shall survive the payment of the principal of this Note but shall be payable solely from Pledged Revenues in the manner and to the extent described in the Resolution. "Determination of Taxability" means a final determination by the Internal Revenue Service that any interest portion of this Note is includable in the gross income of the Owner under Section 103 of the Code.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH OWNER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR USE OR APPLICATION OF AD VALOREM TAX REVENUES OF THE ISSUER FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note may be prepaid in part on any principal payment date with five (5) days advance written notice to the Owner without prepayment penalty, provided that the Issuer pays all accrued interest which shall have accrued to the date of prepayment and provided further that any partial prepayments shall be in multiples of one-thousands (\$1,000.00). Prepayments shall be applied to those principal installments with the latest maturities on this Note, in inverse order.

This Note is issued pursuant to Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law, and Resolution No. ____ duly adopted by the Issuer on April 11, 2013, as amended and supplemented from time to time (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Payment of the Note is secured by a lien upon Pledged Revenues and a backup covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

This Note shall bear interest at the Interest Rate. Anything provided herein or in this Note to the contrary notwithstanding, in no event shall this Note bear interest in excess of the Maximum Rate.

“Maximum Rate” means the maximum rate of interest permitted for non-rated governmental bonds as set forth in Section 215.84(3), Florida Statutes, as may be amended from time to time.

This Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution; provided, however, this Note may not be transferred in a denomination less than \$100,000 under any circumstances.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Palatka, Florida has caused this Note to be executed in its name by the manual signature of its Mayor, attested and countersigned by the manual signature of its Clerk, and its seal to be impressed hereon, all as of this ____ day of _____, 2013.

CITY OF PALATKA, FLORIDA

(SEAL)

By: _____
Mayor, City Commission

ATTESTED AND COUNTERSIGNED:

Clerk

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Prosperity Bank (the "Purchaser") has not required City of Palatka, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance by the Issuer of its \$528,000 Taxable Airport Revenue Refunding Note, Series 2013B and its \$883,000 Tax-Exempt Airport Revenue Refunding Note, Series 2013C (collectively, the "Notes"), and no inference should be drawn that the Purchaser, in the acceptance of the Notes, is relying on Bond Counsel or the City Attorney as to any such matters other than the legal opinion rendered by Bond Counsel, Bryant Miller Olive P.A. and by the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution adopted by the City Commission of the Issuer on April 11, 2013 (the "Resolution").

We are aware that investment in the Notes involves various risks, that the Notes are not general obligations of the Issuer or payable from ad valorem tax revenues, and that the payment of the Notes is secured solely from the sources described in the Resolution (the "Note Security").

We have made such independent investigation of the Note Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our investment decision, we have relied upon the accuracy of information which has been provided to us.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Notes and can bear the economic risk of our investment in the Notes.

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the Issuer, Bond Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Notes as an investment for our own account and not with a present view towards a resale or other distribution to the public. We understand that the Notes may not be transferred except to an "accredited investor", in minimum denominations of \$100,000 and other restrictions set forth in the Note.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Notes for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We are an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

DATED this ____ day of _____, 2013.

PROSPERITY BANK

By: _____

Name: James Roberti

Title: Senior Vice President

EXHIBIT C

FORM OF DISCLOSURE LETTER

Following a competitive selection process, the undersigned, as purchaser, proposes to negotiate with the City of Palatka, Florida (the "Issuer") for the private purchase of its \$528,000 Taxable Airport Revenue Refunding Note, Series 2013B (the "2013B Note") and its \$883,000 Tax-Exempt Airport Revenue Refunding Note, Series 2013C (the "2013C Note", together with the 2013B Note, the "Notes"). Prior to the award of the Notes, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Notes (such fees and expenses to be paid by the Issuer):

\$2,000

Upchurch, Bailey & Upchurch, P.A.
Bank Counsel Fees

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Notes to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Notes.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.

4. The management fee to be charged by the Bank is \$0.

5. Truth-in-Bonding Statement:

The City of Palatka, Florida is proposing to issue \$528,000 of its Series 2013B Note for the primary purpose of refunding the City of Palatka, Florida Taxable Airport Revenue Note, Series 2008. Unless earlier prepaid, the Series 2013B Note is expected to be repaid by September 15, 2024 at an interest rate of 3.750%, total interest paid over the life of the Series 2013B Note is estimated to be \$109,027.50.

The City of Palatka, Florida is proposing to issue \$883,000 of its Series 2013C Note for the primary purpose of refunding the City of Palatka, Florida Tax-Exempt Airport Revenue Note, Series 2008. Unless earlier prepaid, the Series 2013C Note is expected to be repaid by September 15, 2024. At an interest rate of 2.541%, total interest paid over the life of the Series 2013C Note is estimated to be \$122,191.04.

The Notes will be payable solely from certain airport net revenues and a backup covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer, in the manner and to the extent described in Resolution No. ____ of the Issuer adopted on April 11, 2013 (the "Resolution"). See the Resolution for a definition of Pledged Revenues and Non-Ad Valorem Revenues. Issuance of the 2013B Notes is estimated to result in an annual maximum of approximately \$71,712.50 of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Notes. Issuance of the 2013C Notes is estimated to result in an annual maximum of approximately \$110,772.68 of revenues of the Issuer not being available to finance the services of the Issuer during the life of the 2013C Notes. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Bank is as follows:

Prosperity Bank
100 Southpark Boulevard
St. Augustine, Florida 32086

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Bank this ____ day of April, 2013.

PROSPERITY BANK

By: _____

Name: James Roberti

Title: Senior Vice President

*Agenda
Item*

6



CITY COMMISSION AGENDA ITEM

SUBJECT: A Resolution of the city of Palatka, Florida, authorizing the issuance of Special Events Permit #13-18 and #13-19 for the 2013 Blue Crab Festival Kick-Off Party and Festival, setting forth provisions of the Permit, authorizing the closure of certain streets to vehicular traffic during Festival events, setting advance and other permit fees, and issuing credit for a portion of the 2012 Permit Fee

DEPARTMENT: Parks/Special Events – Jeff Norton

ATTACHMENTS: Ordinance Resolution Motion
 Support Documents Other - Permit applications

SUMMARY: Blue Crab Festival Committee has made application for a Class A Special Events Permit for the 2013 Blue Crab Festival and Kick-Off Party scheduled for May 24 – 27, 2013. The Special Events Committee has met with the organizers. There are no changes to the layout of last year's event with the exception of the Backstage/Entertainment Loading in/out, which is being moved to the parking lot behind Wattles Office Supply and Gift Shop. Staff also recommends a reduction in the 2012 Blue Crab Festival permit fees in the amount of \$3,998.97 for electrical improvements made by the Festival in the Riverfront area (see attached memorandum).

The 2013 permits include the following provisions:

1. **#13-18 Class 'A' Permit for Blue Crab Kick-off Party - May 24; 6:00 – 12:30 p.m.**
 - a. Grant permission to serve/consume alcohol on public right-of-way (2nd Street to Riverfront Park directly in front of Entertainment Tent and north to Memorial Bridge) and to exceed allowable noise levels during permit hours
 - b. Approve Street Closures as Noted on application (Memorial to 8th between Oak & Reid)
Estimated Kick-Off Party Permit Fee: \$1,530.00 (\$150.00 daily fee; \$1,380.00 Police Security)
 2. **#13-19 Class 'A' Permit for Blue Crab Festival - May 25, 26 & 27, 2013**
 - a. Grant permission to exceed allowable noise levels on dates & times:

May 25	10:00 a.m. to 1:00 a.m.
May 26	1:00 p.m. to 12:00 midnight
May 27	10:00 a.m. to 5:00 p.m.
 - b. Grant permission to serve/consume alcohol on public right-of-way (2nd Street to Riverfront Park directly in front of entertainment tent and north to Memorial Bridge) – times to coincide with permission to exceed allowable noise levels. To include Beer & Entertainment Tents, backstage/hospitality areas as noted. Applicant to provide clear signage for beverage consumption area and will enforce. No Sunday alcohol sales before 1:00 p.m.
 - c. Authorize street closures as noted on application to 8th street between Oak and Reid
 - d. Authorize closure of Riverfront Park boat ramp from 5:00 pm. 5/24 thru 5:00 p.m. 5/27/13
- Estimated Festival Permit fee: \$7,097.00** (\$5,267.00 for police security fees; \$675.00 for Festival Permit Fee; \$1,175.00 for green roll-outs 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.)

RECOMMENDED ACTION: Adopt Resolution No. 2013-9-104 authorizing the issuance of Special Events Permit #13-18 for the 2013 Blue Crab Festival Kick-off Party and Permit #13-19 for the 2013 Blue Crab Festival; setting forth terms and conditions of the Permit including the closure of certain streets to vehicular traffic during Festival events and setting forth advance and other permit fees, and crediting a portion of the 2012 Permit Fees.

DEPARTMENT HEAD Submitted: B. Driggers for Jeff Norton Date: 04/01/13
Requested Agenda **Consent** Date: 04/11/13 *JN*

FINANCE DEPARTMENT Budgeted ___ Yes ___ No X N/A *MLH* Date: *4/4/13*

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: *(Signature)* Date: *4/2/13*

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

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

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.

Memorandum

To: Mayor Vernon Myers and City Commissioners
From: Michael J. Czymbor, City Manager 
Subject: Proposed reduction (credit) in fees changes to Blue Crab Festival for the 2012 event
Date: April 2, 2013

The 2012 Blue Crab Festival incurred a bill (attached) for City services in the amount of seven thousand eight hundred and eighty-six dollars (\$7,886.00) which, unfortunately, the organization did not receive until January 2013 because of an oversight on the City's part.

The Main Street Manager and I have been attending regular meetings of the Blue Crab Committee to prepare for the 2013 Festival, celebrating its 25th Anniversary. The City has been a strong partner with the Blue Crab Committee in sponsoring this annual event, and I take this opportunity to re-enforce our commitment to the Committee and its annual event.

The Blue Crab Committee for the 2012 Blue Crab Festival hired Preston Electric to provide needed electrical contractor services which supplied temporary electrical connections and outlets for vendors and stages, and the contract replaced electrical wiring and outlets which were removed during the Riverfront Redevelopment Project. The Blue Crab Committee paid an invoice in the amount of nine thousand eight hundred and sixty-nine dollars and eighty-six cents (\$9,869.86) to Preston Electric for their services, of which three thousand nine hundred ninety-eight dollars and ninety-seven cents (\$3,998.97) was for electrical infrastructure that was replaced. City staff has met with Preston Electric representatives and has verified this amount. It is reasonable and fair that the City to provide the Blue Crab Committee a credit on their 2012 invoice as this amount was paid to replace previously installed electrical service which is now owned by the City, and can be used for any other festival or event.

Please contact me accordingly with any questions or concerns.

MEMORANDUM

Blue Crab Festival, LLC
Attn: Carla Morris
P.O. Box 1351
Palatka FL 32178

Date: June 12th, 2012

Re: 2012 Friday Nite Blue Crab Kick Off Party, and 2012 Blue Crab Festival

Please find the Special Events Permit Fees for the 2012 Friday Nite Blue Crab Festival Kick off Party and the 2012 Blue Crab Festival are as follows:

1. Friday Nite Blue Crab Festival Kick Off Party Permit fee- \$150.00 for Festival Permit Fee (\$150/day for one days);
2. Blue Crab Festival Permit fee- \$900.00 for Festival Permit Fee (\$300/day for three days);
3. Green roll out containers fees \$1125.00 (\$15/each for 75 containers)
4. Police security fees @ \$23/hour: at 247 hours = \$5681.00.
5. Deodorizer Fee: 2 gallons @ \$15/ea. = \$30.00

Festival Permit Total: \$7886.00.

Michael J. Czymbor

From: Carla Morris <cjmorris52@yahoo.com>
Sent: Thursday, February 07, 2013 9:19 AM
To: Michael J. Czymbor; Rita Arrington; Tracy Holdcroft Steinmetz
Subject: Re: Fwd: Copy of Invoice-Read this from RITA

Good Morning Mr. Czymbor,

Our next meeting is scheduled for Monday, February 18th. If this is convenient for you, we can have a joint meeting then. I feel that we need the answers to my concerns before we move much further in our planning, but we have some great ideas for the festival this year, and some fun things for our TV guest to participate in. Hopefully, we can resolve these financial concerns at that meeting, and feel comfortable moving on with our plans. Thank you so much for your timely response!

CJ Morris
Chairwoman
Blue Crab Festival

From: Michael J. Czymbor <mczymbor@palatka-fl.gov>
To: Carla Morris <cjmorris52@yahoo.com>
Sent: Wednesday, February 6, 2013 5:38 PM
Subject: RE: Fwd: Copy of Invoice-Read this from RITA

Good evening CJ. Thank you for your email and your concerns regarding the festival and City invoice. I am meeting with the respective department heads tomorrow to discuss the City's invoice and the concerns that you raised. We are looking forward to a strong partnership with the Blue Crab Festival for 2013 and beyond. I will contact you soon. When can we expect to schedule our first joint meeting?

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

From: Carla Morris [mailto:cjmorris52@yahoo.com]
Sent: Wednesday, February 06, 2013 2:27 PM
To: Michael J. Czymbor
Subject: Fw: Fwd: Copy of Invoice-Read this from RITA

Dear Sir,

Below, you will find a communication between our book-keeper, Tracy Steinmetz, and our accountant, Rita Arrington. As you may know, during the festival last year, we had a tropical storm. Friday was a good night, Saturday started out great, but with the coming storm, our arts and crafters closed down after the Police Comand Center told everyone that the storm was coming, and to expect high winds. As high as >60 miles per hour, if I remember correctly. The helicopter stopped flying mid afternoon on Saturday and returned home, because he had to go by the above-ground wind speeds. Our carnival closed as well. Arts and Crafts started closing down and packed up Saturday night, then left. On Sunday, we had maybe 100 people all day, since we had virtually nothing left but food and entertainment. The rain and wind got worse throughout the day, and we had to cancel our evening entertainment due to the high wind, as well as the fact that there was NOBODY at the event. Since

the entertainers had driven from Detroit and Chicago, plus we had to pay them anyway, we let them go down to Downtown Blues and play there. Everything on Monday was canceled- the parade and the Memorial Day ceremony, and all of our food vendors were packing to go. We might have had 50 guests all day. I'm sure we didn't even have but 1 or 2 policemen on site. While I understand that when I completed the application for the festival, I had to estimate anticipated numbers of guests, but our total was no where near what I estimated, due to the weather. This festival fee bill, along with the bill that we spoke about from Preston Electric for \$10,000 has seriously affected our bottom line. At this point, I'm not at all comfortable with moving forward with 2013, at least until I get some commitments from sponsors, and applications start to come in more frequently. I do hope that you can find a way to help us with these bills- this is what I was getting at when we spoke recently. We had power donated to us over the 23 years previous to last year- then had to purchase it all again and have what we needed installed along the riverfront, where we had already provided power. Since it was taken out for the Riverfront Development Project, we had to pay for all the power again. Now, we get a bill for the festival, which should have been sent to us after the festival last year, instead of now. This is what I meant about "swimming upstream". What can we do? How can we rectify this situation? I want this 25th Anniversary Celebration to be the best festival of all- we even have a television program coming to visit for the weekend. I'm just not certain we can provide the quality festival we are known for- one that the Committee and the City of Palatka can be proud of. We will not put on a show that is below the standards that we set many years ago. I would certainly appreciate any help and insight you can provide me, and our Blue Crab Festival Committee

Sincerely,

CJ Morris, Chairwoman
Blue Crab Festival

----- Forwarded Message -----

From: "Keygirl669@aol.com" <Keygirl669@aol.com>
To: cjmorris52@yahoo.com
Sent: Friday, February 1, 2013 8:59 PM
Subject: Fwd: Copy of Invoice-Read this from RITA

----- Forwarded Message -----

This must be something new we never got a bill like that before!!! At times we might have had to pay extra for police but not all that other stuff. Was CJ aware that BC would be getting a bill like this???? Also, I would certainly talk to someone about the bill coming to you at this late date. With the festival in May and you not knowing you were going to get this bill and then all of a sudden one shows up now!!!! NOT GOOD.
RA

From: "Keygirl669@aol.com" <Keygirl669@aol.com>
To: fins312@yahoo.com
Sent: Thursday, January 31, 2013 10:31 PM
Subject: Fwd: Copy of Invoice-Help Please

----- Forwarded Message -----

Hi Rita..

Could you please look this over and advise us on this? This is the FIRST time I've seen this bill from the city..Seems like alot of money to me, but maybe thats how its supposed to be, I don't know.

Please let me know what to do..

Thank you!!!

Tracy

Attached is a copy of the City of Palatka's invoice for the 2012 Blue Crab Festival.

PRESTON ELECTRIC OF PUTNAM
COUNTY INC.

P.O. BOX 816
PALATKA, FL 32178-0816

Invoice

Date	Invoice #
5/30/2012	6827

Bill To
BLUE CRAB P.O. BOX 1351 PALATKA, FL 32178

\$ 3,998.⁹⁷

P.O. No.	Terms
	Due on receipt

Qty	Description	Rate	Amount
	5 20 12 WIRING FOR BLUE CRAB		
250	12 THHN CABLE	0.22	55.00
3	SQ. D BREAKER QO12	7.00	21.00
3	ELECTRICIAN & HELPER	70.00	210.00
3	1 ROMEX CONNECTOR	2.39	7.17
1	2 ROMEX CONNECTOR	5.23	5.23
2	6X4X4 PVC BOX	24.80	49.60
35	2-4 S.O. CORD	8.34	291.90
1	50 AMP TWIST LOCK	27.98	27.98
7	ELECTRICIAN	50.00	350.00
1	50 AMP POWER BOX	55.00	55.00
10	3/4 PVC CONDUIT	3.50	35.00
2	3/4 PVC MALE ADAPTER	1.61	3.22
10	6 THHN CABLE	8.40	84.00
3	10 THHN CABLE	0.32	0.96
3	2 ROMEX CONNECTOR	5.23	15.69
2	GFI RECEPTACLE	17.24	34.48
3	SQ. D BREAKER QO2100	49.45	148.35
4	3/4 ROMEX CONNECTOR	0.81	3.24
2	BOLT IN BREAKER	55.00	110.00
7	ELECTRICIAN & HELPER	70.00	490.00
3	ELECTRICIAN	50.00	150.00
20	2-4 S.O. CORD	16.45	329.00
1	100 AMP TWIST LOCK	450.00	450.00
1	100-AMP PANEL	150.00	150.00
		Total	
		Payments/Credits	
		Balance Due	

PRESTON ELECTRIC OF PUTNAM
COUNTY INC.

P.O. BOX 816
PALATKA, FL 32178-0816

Invoice

Date	Invoice #
5/30/2012	6827

Bill To
BLUE CRAB P.O. BOX 1351 PALATKA, FL 32178

P.O. No.	Terms
	Due on receipt

Qty	Description	Rate	Amount
10	ELECTRICIAN	50.00	500.00
1	SQ. D BREAKER QO260	15.00	15.00
420	100 AMP QUAD	177.76	747.60
2	1 1/4 ROMEX CONNECTOR	3.45	6.90
2	SQ. D BREAKER QO260	15.00	30.00
75	6 4 S.O. CORD	63.33	475.50
6	1 1/4 PVC FLEX CONDUIT	2.66	15.96
1	3 4 ROMEX CONNECTOR	0.81	0.81
1	12X12X4 PVC BOX	68.37	68.37
9.5	ELECTRICIAN 5/25/12	50.00	475.00
1	2 ROMEX CONNECTOR	5.23	5.23
2	1 1 4 ROMEX CONNECTOR	3.45	6.90
1	SQ. D BREAKER QO2100	49.45	49.45
1	SQ. D BREAKER QO220	15.00	15.00
1	3100 BREAKER	79.42	79.42
2	500 WATT QUARTZ LAMP	3.50	7.00
1	SQ. D BREAKER QO260	15.00	15.00
1	SQ. D BREAKER QO230	15.00	15.00
2	SQ. D BREAKER QO250	15.00	30.00
8	ELECTRICIAN & HELPER	70.00	560.00
12	ELECTRICIAN & HELPER	70.00	840.00
10	TWO ELECTRICIANS 5/26/12	100.00	1,000.00
2	SQ. D BREAKER QO260	15.00	30.00
1	SQ. D BREAKER QO230	15.00	15.00
1	SQ. D BREAKER QO130	7.00	7.00
3	ELECTRICIAN & HELPER	70.00	210.00
		Total	
		Payments/Credits	
		Balance Due	

PRESTON ELECTRIC OF PUTNAM
COUNTY INC.

P.O. BOX 816
PALATKA, FL 32178-0816

Invoice

Date	Invoice #
5/30/2012	6827

Bill To
BLUE CRAB P.O. BOX 1351 PALATKA, FL 32178

P.O. No.	Terms
	Due on receipt

Qty	Description	Rate	Amount
12	ELECTRICIAN 5/27 12	50.00	600.00
7	ELECTRICIAN 5/28 12	50.00	350.00
11	ELECTRICIAN 5/29 12	50.00	550.00
2	ELECTRICIAN & HELPER	90.00	180.00
		Total	\$9,869.86
		Payments/Credits	\$0.00
		Balance Due	\$9,869.86

Michael J. Czymbor

From: Jonathan Griffith
Sent: Wednesday, February 13, 2013 3:52 PM
To: Michael J. Czymbor
Subject: RE: Preston Electric bill from 2012

\$3,998.97

Jonathan C. Griffith

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

www.palatka-fl.gov



From: Michael J. Czymbor
Sent: Wednesday, February 13, 2013 3:50 PM
To: Jonathan Griffith
Subject: RE: Preston Electric bill from 2012

Please total the items in yellow and orange. Thank you.

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

From: Jonathan Griffith
Sent: Wednesday, February 13, 2013 3:48 PM
To: Michael J. Czymbor; Jeff Norton
Subject: RE: Preston Electric bill from 2012

I met with Gary Gresham on site today to visually confirm any permanent improvements on the attached invoice. Items highlighted in yellow are permanent and are still on-site. Hourly charges highlighted in orange were for the installation of items listed above each hourly charge. These hourly charges also include any labor for un-highlighted (non-permanent) improvements listed as well. The items highlighted in green were for the construction of a moveable pedestal to access power by generator. This movable panel/pedestal is in Blue Crab storage.

Jonathan C. Griffith

City of Palatka

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

www.palatka-fl.gov



From: Michael J. Czymbor
Sent: Tuesday, February 12, 2013 5:16 PM
To: Jonathan Griffith; Jeff Norton
Subject: FW: Preston Electric bill from 2012

Please highlight the items on this bill that were permanent improvements. Thank you.

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

From: Carla Morris [<mailto:cimorris52@yahoo.com>]
Sent: Tuesday, February 12, 2013 5:11 PM
To: Michael J. Czymbor
Subject: Preston Electric bill from 2012

Dear Mr. Czumbor,

I have scanned and attempted to attach the Preston Electric bill we received after Blue Crab Festival 2012. If you can't read it, or if it didn't go through, please let me know. (I'm sort-of computer illiterate)

Thanks!
CJ Morris

RESOLUTION NO. 2013 – 9 - 104

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO THE BLUE CRAB FESTIVAL, INC. FOR THE 2013 BLUE CRAB FESTIVAL AND KICK-OFF PARTY; SETTING FOR THE PROVISIONS OF THE PERMIT; ALLOWING FOR THE CLOSURE OF CERTAIN STREETS TO VEHICULAR TRAFFIC DURING FESTIVAL EVENTS; SETTING ADVANCE AND OTHER PERMIT FEES; AND AUTHORIZING A REDUCTION IN THE AMOUNT OF THE 2012 BLUE CRAB FESTIVAL PERMIT FEES

WHEREAS, The Blue Crab Festival is a time-honored event held in Downtown Palatka annually during the Memorial Day Weekend; and

WHEREAS, The Blue Crab Festival Committee, made up of community volunteers, has made application to the City of Palatka for a special events permit for the 2013 Blue Crab Festival and the Blue Crab Festival Kick-off Party, held the night before the Festival opens; and

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

WHEREAS, the Palatka City Commission finds that the approval and issuance 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

WHEREAS, the Palatka City Commission further deems it appropriate to reduce the amount of the 2012 Blue Crab Festival Permit Fees for electrical improvements made in 2012 by the Blue Crab Festival Committee to the publicly-owned Riverfront Festival Area.

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

Section 1: That Special Events Permit No. 13-18 for the 2013 Blue Crab Festival Kick-off Party is hereby granted to Blue Crab Festival, Inc. with the following provisions and stipulations:

- a. Grant permission to serve/consume alcohol on public right-of-way (2nd Street to Riverfront Park directly in front of Entertainment Tent and north to Memorial Bridge) and to exceed allowable noise levels during permit hours
- b. Grant permission to close St. Johns Avenue from Memorial Parkway to 8th Street and cross streets from Oak Street to Reid Street during festival hours to parking and vehicular traffic
- c. **Estimated Kick-Off Party Permit Fee: \$1,530.00** (\$150.00 daily fee plus \$1,380.00 Police Security Fee)

Section 2: That Special Events Permit No. 13-19 for the 2013 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 25 10:00 a.m. to 1:00 a.m.
 - May 26 1:00 p.m. to 12:00 midnight
 - May 27 10:00 a.m. to 5:00 p.m.
- b. Grant permission to serve/consume alcohol on public right-of-way (2nd Street to Riverfront Park directly in front of entertainment tent and north to Memorial Bridge) – times to coincide with permission to exceed allowable noise levels. To include Beer & Entertainment Tents, backstage/hospitality areas as noted. Applicant to provide clear signage for beverage consumption area and will enforce. No Sunday alcohol sales before 1:00 p.m.
- c. Grant permission to close St. Johns Avenue from Memorial Parkway to 8th Street and cross streets from Oak Street to Reid Street during festival hours to parking and vehicular traffic
- d. Authorize closure of Riverfront Park boat ramp from 5:00 pm. 5/24 thru 5:00 p.m. 5/27/13
- e. **Estimated Festival Permit fee: \$7,097.00** (\$5,267.00 for police security fees; \$675.00 for Festival Permit Fee; \$1,175.00 for green roll-outs 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 3: That the total advance and estimated Permit Fees for 2013 shall be \$8,627.00.

Section 4: That a credit in the amount of Three Thousand Nine Hundred and Ninety-Eight Dollars and Ninety-Seven cents (\$3,998.97) for electrical improvements made in the Riverfront Festival Area shall be authorized and applied to the balance owed on the Blue Crab Festival 2012 Permit Fees.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this 11th day of April, 2013.

CITY OF PALATKA, FLORIDA

By: _____
Its Mayor

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

City of Palatka Special Events

201 North 2nd Street
Palatka FL 32177

Estimate

Date	Estimate #
4/1/2013	5

Name / Address
Blue Crab Festival Carla Morris P.O. Bos 1351 Palatka FL 32178

			Project
Description	Qty	Rate	Total
Class A Special Events Permit (1,000 up to 10,000 in attendance per day) For Blue Crab Friday Nite Kick Off Party on 5/24/13	1	150.00	150.00
Class A Special Events Permit (40,000 to 80,000 in attendance per day) For Blue Crab Festival on 5/25/13	1	300.00	300.00
Class A Special Events Permit (10,000 to 40,000 in attendance per day) For Blue Crab Festival on 5/26/13	1	225.00	225.00
Class A Special Events Permit (1,000 up to 10,000 in attendance per day) For Blue Crab Festival on 5/27/13		150.00	150.00
Sanitation Green Roll Out Containers For Blue Crab Friday Nite Kick Off Party and Blue Crab Festival	75	15.00	1,125.00
Police Officers at \$23.00 an hour per officer For Blue Crab Friday Nite Kick Off Party and Blue Crab Festival	289	23.00	6,647.00
1 gallon of Deodorizer (2 gallons of Deodorizer for clean up after the Festival)	2	15.00	30.00
NET 14 DAYS PRIOR TO EVENT		Total	\$8,627.00



INVOICE

PALATKA POLICE DEPARTMENT

Operations Division

DATE: APRIL 1, 2013

110 North 11th Street, Palatka, FL 32177
 Phone (386) 329-0115 Fax (386) 329-0159
 canderson@palatka-fl.gov

BILL TO Blue Crab Festival, LLC
 Post Office Box 1351
 Palatka, Florida 32178

COMMENTS Attn: CJ Morris

Permit # 13-18, 13-19

DATE	DESCRIPTION	AMOUNT	BALANCE		
05/27/2013	Blue Crab Festival Security (May 24 th - May 27 th , 2013) (289 hours @ \$18 per hour)	\$5,202.00	\$5,202.00		
	Admin fees for Blue Crab Festival Security (May 24 th - May 27 th , 2013 (289 hours @ \$5 per hour)	\$1,445.00	\$6,647.00		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
\$6,647.00	0.00	0.00	0.00	0.00	\$6,647.00

REMITTANCE	
<i>Date Due</i>	Upon Receipt
<i>Amount Due</i>	\$6,647.00
<i>Amount Paid</i>	

**PLEASE MAKE CHECKS PAYABLE TO PALATKA POLICE DEPARTMENT
 THANK YOU FOR YOUR BUSINESS!**

2013 Blue Crab Festival

Friday May 24, 2013

1500-0000 Hours

- 1) Sgt. Reinhold - OIC
- 2) Walsh - Dispatch
- 3) _____

Overnight Security

0000-0600 Hours

- 1) _____
- 2) _____

1800-0100 Hours

- 4) _____
- 5) _____
- 6) _____

TOTAL HOURS - 60

Saturday May 25, 2013

1000-1800 Hours

- 1) Sgt. Reinhold - OIC
- 2) Walsh - Dispatch
- 3) _____
- 4) _____
- 5) _____

1800-0100 Hours

- 1) Sgt. Williams - OIC
- 2) Parsons - Dispatch
- 3) _____

1900-0100 Hours

- 4) _____
- 5) _____
- 6) _____

Overnight Security

0000-0600 Hours

- 1) _____
- 2) _____

TOTAL HOURS - 89

Sunday May 26, 2013

0900-1800 Hours

- 1) Sgt. Reinhold - OIC

0900-1800 Hours

- 2) Walsh - Dispatch

1000-1800 Hours

- 3) _____
- 4) _____
- 5) _____

1800-0100 Hours

- 1) Sgt. Williams - OIC

1800-0000 Hours

- 2) Parsons-Dispatch

1900-0100 Hours

- 3) _____
- 4) _____
- 5) _____
- 6) _____

Overnight Security

0000-0600 Hours

- 1) _____
- 2) _____

TOTAL HOURS - 91

Monday May 27, 2013

0900-1800 Hours

- 1) Sgt. Reinhold - OIC
- 2) Parsons - Dispatch
- 3) _____
- 4) _____
- 5) _____

Parade-Not included in security fee

0900-1100 Hours

- 1) Sgt. Williams
- 2) Officer French

TOTAL HOURS - 49

Total Security Hours for 2013 Blue Crab Festival is 289.

Total Security Fee is 289 x \$23.00 = \$6647.00

Sergeant Reinhold OIC

MEMORANDUM

To: City of Palatka Commissioners

From: Jeff Norton, Special Events Coordinator & Parks Supervisor

Date: April 1, 2013

Re: 2013 Blue Crab Festival Friday Nite Kick Off Party

Attached please find the Special Events Permit Application for the above referenced event. Staff's recommendations are as follows:

1. Class A Special Events Permit Fees established at \$150.00. Class A event.
2. Will work with the police department to provide police & security & traffic control for Friday May 24th, 2013. Police Fees have been established at 60 man-hours X \$23/ hour = \$1,380.00.
3. Request Street Closures: St. Johns Avenue from 8th Street to Memorial Drive, Short Laurel Street 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th Street from Oak Street to Reid Street.
4. The Blue Crab Committee will notify all within 1500 feet in regards to this event.
5. Noise Ordinance Waiver for: Friday May 24th, 2013 from 5:30pm to 12:00am.
6. Alcohol Waiver for: Friday May 24th, 2013 from 5:30pm to 12:00am
Designated Area: From 2nd Street to St. Johns Avenue to Riverfront from Southwest portion of the bridge to the end of Memorial Parkway (see attached map).
7. Sanitation: 75 Green Roll Out Containers already will be in place for the Blue Crab Festival.

Festival Permit Total: \$1,530.00

APPLICATION # 13-18

(circle one below)

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

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

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

FRIDAY

RECEIVED
JAN 23 2013

2013

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. BLUE CRAB FESTIVAL INC, PO BOX 1351, PALATKA FL 32178
- b. CONTACT PERSON CARLA JAYNE MORRIS TELEPHONE 386-326-0100
CHAIRWOMAN
- c. CELL 386-937-6263 ~~FAX #~~ BLUE CRAB # 386-325-4406

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

- SAME AS ABOVE
- a. CONTACT PERSON CARLA MORRIS TELEPHONE 386 326-0100
- b. SEE ABOVE FAX # _____

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY 2013 BLUE CRAB FESTIVAL

4. 25th ANNIVERSARY

5. DATE & HOURS OF DESIRED USE: MAY 24, 2013 6-1230 AM

6. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
100 BLOCK OF ST JOHNS AVE MEMORIAL DR RIVERFRONT PARK

7. ROAD CLOSURES: 2ND, 3RD, 4TH, 5TH, 6TH, 7TH, 8TH + MEMORIAL DR, NORTH LAUREL, SHORT LAUREL, ST. JOHNS A

8. REQUEST FOR NOISE VARIANCE (Dates and Times): MAY 24, 2013 6pm-12:30 AM

9. REQUEST FOR ALCOHOL VARIANCE (Dates, Times, Location): MAY 24, 2013 6pm-1230 AM

10. ESTIMATE OF ANTICIPATED ATTENDANCE 5,000-10,000 PLUS OR MINUS

11. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT SAME AS LAST YEAR

12. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

- a. CLASS A: \$150.00- up to 10,000 in attendance per day
 \$225.00- 10,000 - 40,000 in attendance per day
 \$300.00- 40,000 - 80,000 in attendance per day
- b. CLASS B: \$100.00 per day Up to 1,000 persons per day
- c. CLASS C: \$50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats. 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 Parks Department office at 386-329-0100 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.

January 22, 2013 Carla Jane Morris, Chairwoman
 DATE SIGNATURE OF APPLICANT

APPROVED:

[Signature] 2/18/2013
 SPECIAL EVENTS COORDINATOR DATE

 CHIEF OF POLICE DATE

RETURN TO:
JEFF NORTON
SPECIAL EVENTS COORDINATOR
201 N. 2nd Street
Palatka, FL 32177

COPIES TO:
Parks Dept.
Police Dept.
Fire Dept.
Sanitation Dept.
City Clerk

Downtown Palatka, Inc.
Keep Putnam Beautiful
Chamber of Commerce
Palatka Daily News



CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator

Meeting Date: _____ Special Events Coordinator: _____

Site Sketch Provided
 Tentative Schedule of Events

Event Classification:
 Class A
 Class B
 Class C

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

Name of Special Event/Production: 2013 BLUE CRAB FESTIVAL

Type of Event: FESTIVAL - 25TH ANNIVERSARY

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still/motion picture production, etc. - attach separate listing if necessary) MUSIC, ARTS AND CRAFTS, COMMERCIAL RESALE, COMMERCIAL DISPLAY, FOOD, CARNIVAL, BEAUTY PAGEANT PARADE AND MEMORIAL DAY CEREMONY, SEAFOOD COOK-OFF
 POSSIBLY: FIREWORKS SHOW, HORSE SHOES, CORN HOLE CRAB EATING CONTEST, ETC.

Location of Event: ST. JOHNS AVE MEMORIAL DR., CITY DOCK, RIVERFRONT PARK, AMPHITHEATER, 1000 ~~BLVD~~ OF ST. JOHNS -

Requested dates and times of events (not including set-up and tear down):

	Date	Day	Begin	End
• Event Day 1	<u>5-24-2013</u>	<u>FRIDAY</u>	<u>6</u> AM/PM	<u>12:30</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) MONDAY 5-20-2013 at (time) 8-9 AM

Break down will be completed by (Date) MONDAY 5-27-2013 at (time) BY MIDNIGHT?

EVENT 2013 BLUE CRAB FESTIVAL EVENT SPONSOR/ORGANIZATION BLUE CRAB FESTIVAL

Name of Promoter SAME Tax Exempt No.: _____

Fee Worksheet (To be completed by Special Events Coordinator or Designee)

Special Event Permit fees \$ 150⁰⁰ Per Day x 1 Days = \$ 150⁰⁰

Law Enforcement (City Police) \$23.00 per hour x _____ Officer(s) x 60 Hours = \$ 1,380.00

Fire Personnel \$23.00 per hour x _____ Personnel x _____ Hours = \$ _____

Building Inspector \$23.00 per hour x _____ x _____ Hours = \$ _____

Sanitation Equipment fee
Of Green Roll Out Containers _____ x \$ 15.00 per container = \$ _____

Additional Charges (List)

_____ = \$ _____

_____ = \$ _____

_____ = \$ _____

Refundable Deposit \$500.00 required (circle one) Yes No \$ _____

Total Estimated Fees \$ 1,530.00

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

APPLICANT INFORMATION:

Name: BLUE CRAB FESTIVAL INC; CARLA MORRIS CHAIRWOMAN
Telephone: 386-388-0100 BC PHONE 385-4406 Cellular: 386-937-6263
Address: PO BOX 1351 PALATKA FL 32178
TEMP. OFFICE: 326 ST. SOHNS AVE.

Name: n/a
Telephone: _____ Fax: _____ Cellular: _____
Address: _____

Other contacts/Keyholders:

Name: n/a Telephone: _____
Cellular: _____ Fax: _____

Name: n/a Telephone: _____
Cellular: _____ Fax: _____

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

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

Number and proposed location of fire protection services: n/a

Inspection(s) - Date and time requested: 100 BLOCK OF ST. SOHNS AND
MEMORIAL DRIVE 2:30pm 5-24-2013

Emergency medical services: Ambulance Location(s) (note on site map):
TO BE DETERMINED

Number of EMS Personnel required: TO BE DETERMINED

Number and proposed location of portable toilets: (note location on site map)
TO BE DETERMINED - WILL PROVIDE MAP

- Carnival location (if any) (note location on site map) GRASS AREA/CITY DOCK
- Number of sanitation roll-out containers required: TO BE DETERMINED
- Location of parking/transportation services, if any: HANDICAPPED PARKING AT CITY HALL MOTORCYCLE PARKING AT ROZIER'S OIL - POSSIBLE HANDICAPPED PARKING IN CUL DE SAC ON MEMORIAL.
- Type Transport Vehicles (Van, buses, etc.): N/A
- Location of security and emergency vehicle parking on site: POLICE COMMAND CENTER CORNER OF 2ND & ST. JOHNS AVE
- Public street barricades/street closures/detours: (note locations on site map) →
- Temporary Parking, directional Signage needed: N/A
- 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) WILL PROVIDE MAP
- Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map): TO BE DETERMINED SEE MAP
- Number and location of static/mobile displays (note on site map): NONE
- Location of event staff management (headquarters): 326 ST. JOHNS AVE
- Staff Uniform Identification: SAFETY YELLOW SHIRT
- Main sound system location: 100 ST. JOHNS - ENTERTAINMENT TENT 100 MEMORIAL?
- Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, competition courses, etc.): TO BE ANNOUNCED

- Number and location of temporary signs/banners: RED ST TRIANGLE PARK, OVERPASS, HIGHWAY 100 FESTIVAL AREA
- Number and location of promotional visual effects: NONE

Watercraft: UNKNOWN AT THIS TIME

Aircraft: HELICOPTER RIDES

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

Date(s) and times of setup/breakdown: SETUP STARTS MONDAY MORNING 5-20, BREAKDOWN STARTS 5PM MONDAY 5-27 TILL FINISHED

Name(s) and Type of Musical Bands to Perform (dates & times of performances): WILL PROVIDE LIST OF BANDS AND TIMES
SOUTHERN ROCK, BLUES, ACOUSTIC, MAYBE COUNTRY

Noise Abatement Requirements: FRIDAY 5pm-1230AM - 5-24-2013

Adjoining Properties Impacted (Notification needed?): WILL NOTIFY MERCHANTS IN PERSON AND PROVIDE INFO BY LETTER

Location, Dates and Times for Alcohol Ordinance Open Container Waiver: 5-24-2013, 6-1230AM - ENTERTAINMENT BEERTENT
2ND ST - RIVER, RED TO END OF STREET LAUREL - SAME AS LAST YEAR

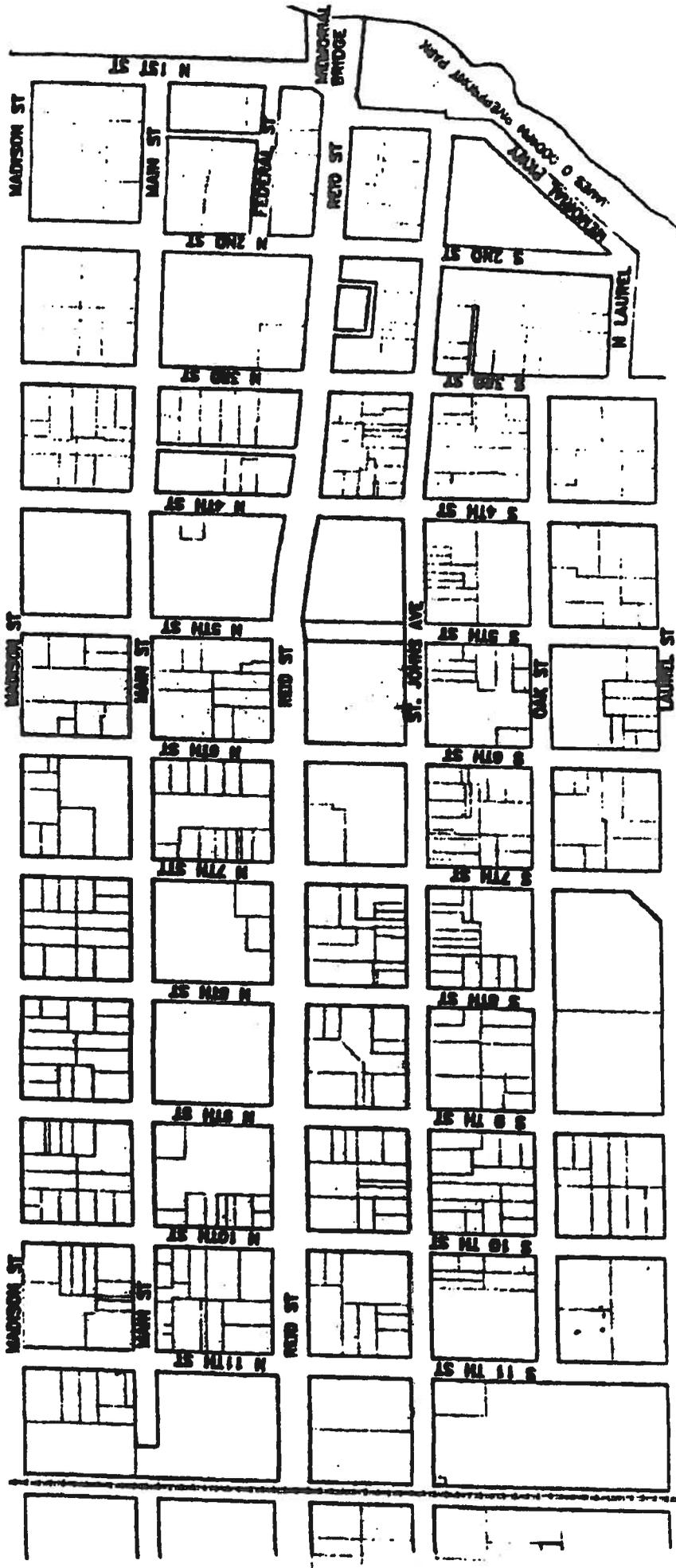
Alcohol Sale Requirements (Temporary license, commercial establishment license, etc.): TEMPORARY LICENCE - 1 DAY PERMIT

Handicapped Accessibility: PARKING AT CITY HALL AND POSSIBLY CUL-DE-SAC, ENTIRE FESTIVAL ACCESSABLE

Items Outstanding:

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

Downtown Palatka



Friday Night



MEMORANDUM

To: City of Palatka Commissioners

From: Jeff Norton, Special Events Coordinator & Parks Supervisor

Date: April 1, 2013

Re: 2013 Blue Crab Festival

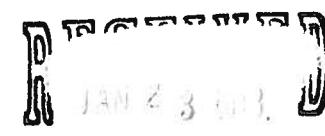
Attached please find the Special Events Permit Application for the above referenced event. Staff's recommendations are as follows:

1. Class A Special Events Permit Fees established at \$675.00.
2. Request to close boat ramp at the Riverfront Park from 5:00pm Friday May 24th, 2013 to 5:00pm through Monday May 27th, 2013.
3. Will work with the police department to provide police & security & traffic control for Saturday May 25th, 2013 to Monday May 27th, 2013. Police Fees have been established at 229 man-hours X \$23/ hour = 5,267.00.
4. Request Street Closures: St. Johns Avenue from 8th Street to Memorial Drive, Short Laurel Street 2nd, 3rd, 4th, 5th, 6th, 7th, and 8th Street from Oak Street to Reid Street.
5. The Blue Crab Committee will notify all within 1500 feet in regards to this event.
6. Noise Ordinance Waiver for: Saturday May 25th, 2013 from 10am to 12am; Sunday May 26th, 2013 from 1pm to 12am; Monday May 27th, 2013 from 10am to 5pm.
(No amplified sound on May 26th prior to 1pm)
7. Alcohol Waiver for: Saturday May 25th, 2013 from 10am to 12am; Sunday May 26th, 2013 1pm to 12am; Monday May 27th, 2013 from 10am to 5pm.
Designated Area: From 2nd Street to St. Johns Avenue to Riverfront from Southwest portion of the bridge to the end of Memorial Parkway (see attached map).
8. Sanitation: 75 Green Roll Out Containers X \$15/container + \$1,125.00
9. Deodorizer Fee: 2 gallons @ \$15/ea. + \$30.00

Festival Permit Total: \$7,097.00.

APPLICATION # 13-A

2013 - SAT, SUN, MON



- (circle one below)
- CLASS A PERMIT - Filing Deadline: 60 days prior to event
- CLASS B PERMIT - Filing Deadline: 30 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. BLUE CRAB FESTIVAL, INC., PO BOX 1351 PALATKA, FL 32178
 - b. CONTACT PERSON CARLA SAYSIE MORRIS TELEPHONE 386-326-0100
CHAIRWOMAN
 - c. CELL- 937-6263 ~~FAX#~~ BC PHONE 325-4406
2. NAME AND ADDRESS OF PERSON, CORPORATION OR ASSOCIATION SPONSORING THE ACTIVITY, IF DIFFERENT FROM ABOVE
 - a. CONTACT PERSON CARLA S. MORRIS TELEPHONE 386-326-0100
 - b. CELL 937-6263 ~~FAX#~~ BCF 325-4406
3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY 2013 BLUE CRAB FESTIVAL
4. 25th ANNIVERSARY
5. DATE & HOURS OF DESIRED USE: MAY 25, 26, 27 2013
6. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)
CITY DOCK, AMPHITHEATER, MEMORIAL DR, ST. JOHNS AVE, RIVERFRONT PARK
7. ROAD CLOSURES: ST. JOHNS AVE, MEMORIAL DRIVE, NORTHLAUREL 2⁰⁰ 3⁰⁰ 4⁰⁰ 5⁰⁰ 6⁰⁰ 7⁰⁰ 8⁰⁰
8. REQUEST FOR NOISE VARIANCE (Dates and Times): SAT. MAY 25 10⁰⁰ - 12³⁰ AM, SUN 26th 10⁰⁰ - MIDNITE
9. REQUEST FOR ALCOHOL VARIANCE (Dates, Times, Location): 25th 10-1 26th 1 - MIDNITE, 27th 10-5
10-12:30 AM
10. ESTIMATE OF ANTICIPATED ATTENDANCE APPROX 40,000 - 80,000
11. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT SAME AS LAST YEAR
12. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

a. CLASS A:	<input checked="" type="checkbox"/>	\$150.00- up to 10,000 in attendance per day <u>MON</u>	} ESTIMATED PER PREVIOUS YEARS
	<input checked="" type="checkbox"/>	\$225.00- 10,000 - 40,000 in attendance per day <u>SUN</u>	
	<input checked="" type="checkbox"/>	\$300.00- 40,000 - 80,000 in attendance per day <u>SAT.</u>	
b. CLASS B:	<input type="checkbox"/>	\$100.00 per day Up to 1,000 persons per day	
c. CLASS C:	<input type="checkbox"/>	\$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: 2/19/2013 Special Events Coordinator: [Signature]

Site Sketch Provided
 Tentative Schedule of Events

Event Classification:
 Class A
 Class B
 Class C

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

Name of Special Event/Production: 2013 BLUE CRAB FESTIVAL

Type of Event: FESTIVAL 25th ANNIVERSARY

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still/motion picture production, etc. - attach separate listing if necessary) MUSIC, ARTS, CRAFTS, COMMERCIAL RESALE, COMMERCIAL DISPLAY, FOOD, CARNIVAL, BEAUTY PAGEANT PARADE AND MEMORIAL DAY CEREMONY, SEAFOOD COOK-OFF, POSSIBLY: FIREWORKS, HORSE SHOES, CORN HOLE, CRAB EATING CONTEST, ETC.

Location of Event: ST. JOHNS AVE MEMORIAL DR. CITY DUCK RIVERFRONT PARK, AMPHITHEATER, ST. JOHNS AV.

Requested dates and times of events (not including set-up and tear down):

Event Day	Date	Day	Begin	End
Event Day 1				
Event Day 2	<u>5-25-2013</u>	<u>SATURDAY</u>	<u>10</u> AM/PM	<u>12:30</u> AM/PM
Event Day 3	<u>5-26-2013</u>	<u>SUNDAY</u>	<u>10</u> AM/PM	<u>12</u> MIDNIGHT AM/PM
Event Day 4	<u>5-27-2013</u>	<u>MONDAY</u>	<u>10</u> AM/PM	<u>5</u> AM/PM

Set-up for event will begin on (Date) MONDAY MAY 20, 2013 at (time) 8-9 AM

Break down will be completed by (Date) MONDAY 5-27-2013 (time) BY MIDNIGHT

EVENT Blue Crab Festival 2013 EVENT SPONSOR/ORGANIZATION _____

Name of Promoter _____ Tax Exempt No.: _____

Fee Worksheet (To be completed by Special Events Coordinator or Designee)

Special Event Permit fees ^{150.} \$ 300 Per Day x 1 Days = \$ 675.00
₂₂₅
* Law Enforcement (City Police) \$23.00 per hour x n/a Officer(s) x 229 Hours = \$ 5,267.00
Fire Personnel \$23.00 per hour x _____ Personnel x _____ Hours = \$ _____
Building Inspector \$23.00 per hour x _____ x _____ Hours = \$ _____
* Sanitation Equipment fee
 # Of Green Roll Out Containers 175 x \$ 15.00 per container = \$ 1,125.00
Additional Charges (List)
deodorizer (2 gallons) = \$ 30.00

Refundable Deposit \$500.00 required (circle one) Yes No
Total Estimated Fees \$ 7,097.00

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

APPLICANT INFORMATION:

Name: BLUE CRAB FESTIVAL INC / CARLA J. MORRIS CHAIRWOMAN
Telephone: 3810-326-0100 ~~325-4406~~ Cellular: 937-6263
Address: PO BOX 1351 PALATKA FL 32178
TEMP OFFICE: 326 SA. JOHNS AVE.

Name: n/a
Telephone: _____ Fax: _____ Cellular: _____
Address: _____

Other contacts/Keyholders:

Name: n/a Telephone: _____
Cellular: _____ Fax: _____

Name: n/a Telephone: _____
Cellular: _____ Fax: _____

Estimated Peak Number of Participants (each day of event):
Day 1 40,000+
Day 2 10,000-30,000 Day 3 10,000? Day 4 _____ Day 5 _____

Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used: POSSIBLE FIREWORKS
SHOW SATURDAY MAY 20

Number and proposed location of fire protection services: UNKNOWN - TO BE DETERMINED

Inspection(s) - Date and time requested: SA JOHNS AVE AND MEMORIAL DR.
By 10AM SATURDAY MAY 20

Emergency medical services: Ambulance Location(s) (note on site map):
TO BE DETERMINED

Number of EMS Personnel required: TO BE DETERMINED

Number and proposed location of portable toilets: (note location on site map)
TO BE DETERMINED -

- Carnival location (if any) (note location on site map) GRASS AREA AT CITY DOCK
- Number of sanitation roll-out containers required: TO BE DETERMINED
- Location of parking/transportation services, if any: HANDICAPPED PARKING AT CITY HALL AND HOPEFULLY CUL-DE-SAC, AND MOTORCYCLE PARKING AT ROZERS OIL
- Type Transport Vehicles (Van, buses, etc.): n/a
- Location of security and emergency vehicle parking on site: POLICE COMMAND CENTER AT ST. JOHNS AND 2ND
- Public street barricades/street closures/detours: (note locations on site map) _____
- Temporary Parking, directional Signage needed: n/a
- 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) WILL PROVIDE MAP
- Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map): TO BE DETERMINED
- Number and location of static/mobile displays (note on site map): NONE
- Location of event staff management (headquarters): 324 ST. JOHNS AV.
- Staff Uniform Identification: SAFETY YELLOW SHIRT
- Main sound system location: 100 ST. JOHNS AVE ENTERTAINMENT TENT
100 MEMORIAL?
- Number and location of special activities (launching areas, animal attractions, amusements, car shows, parade routes, competition courses, etc.): TO BE ANNOUNCED

- Number and location of temporary signs/banners: REID ST. OVERPASS
TRIANGLE PARK, HIGHWAY 100, FESTIVAL SITE
- Number and location of promotional visual effects: NONE

Watercraft: UNKNOWN AT THIS TIME

Aircraft: HELICOPTER RIDES

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

Date(s) and times of setup/breakdown: SETUP STARTS MONDAY 5-20^{AM}
BREAKDOWN BEGINS 5pm MONDAY 5-27 TILL DONE

Name(s) and Type of Musical Bands to Perform (dates & times of performances): WILL
PROVIDE BAND NAMES AND SCHEDULE WHEN COMPLETE
SOUTHERN ROCK, BLUES, ACOUSTIC, COUNTRY

Noise Abatement Requirements: SAT 5-25 = 10AM - 12:30AM.
SUN 26th = 12:30pm - MIDNITE, MON 27th = 10-5

Adjoining Properties Impacted (Notification needed?): WILL NOTIFY MERCHANTS
IN PERSON AND PROVIDE LETTER

Location, Dates and Times for Alcohol Ordinance Open Container Waiver: LOCATION SAME
AS LAST YEAR - 200 TO RIVER & REID TO END OF NORTH LAUREL.
SAT - 10am - 12:30am, SUNDAY 1pm - MIDNITE, MONDAY 10-5

Alcohol Sale Requirements (Temporary license, commercial establishment license, etc.):
TEMPORARY LICENSE - 3 DAY PERMIT

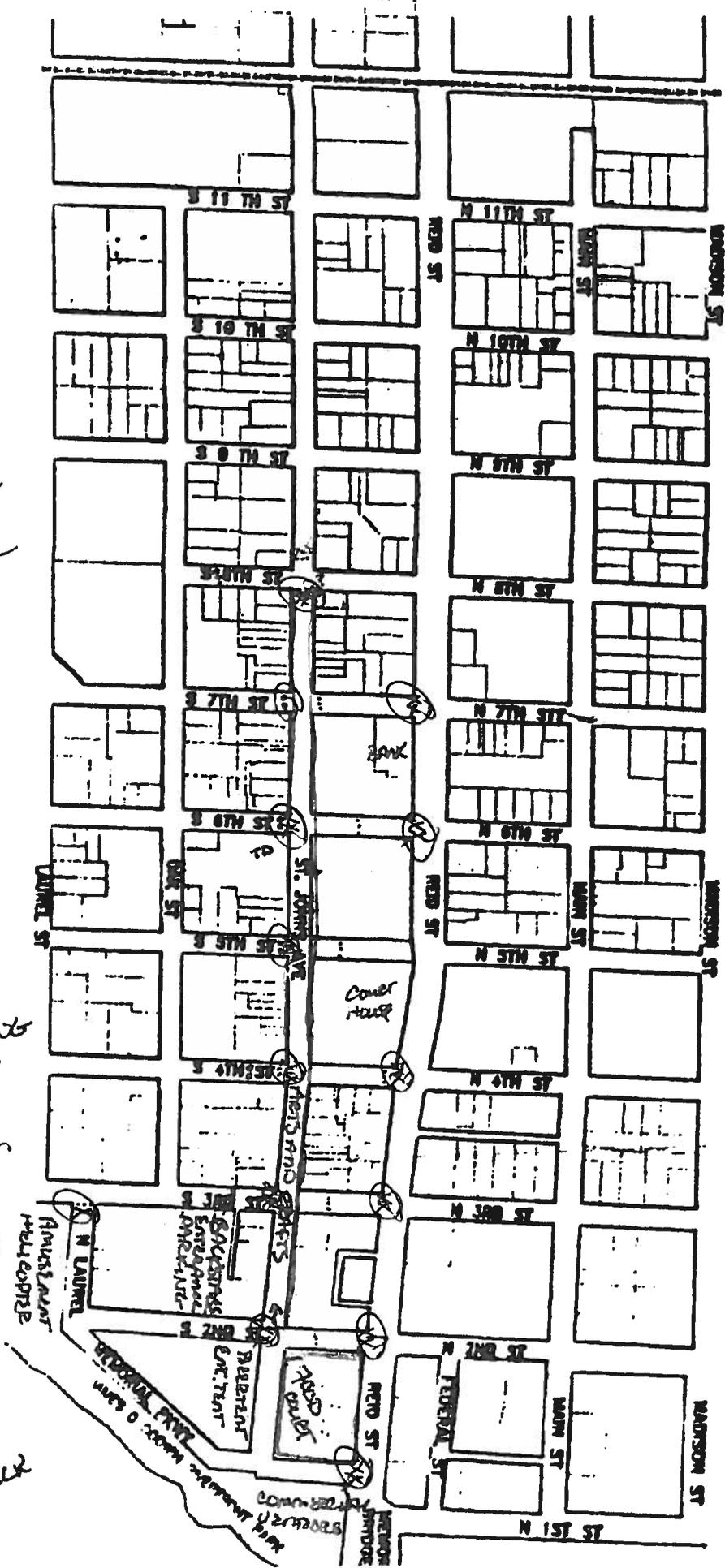
Handicapped Accessibility: PARKING AS NOTED, ALL FESTIVAL AREAS
HANDICAPPED ACCESSIBLE

Items Outstanding:

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

Downtown Palatka

I. [unclear]
 2. [unclear]
 3. Road Closures - X



REQUEST PERMISSION TO USE CITY PARKING BESIDE WAIT LINES BETWEEN CHURCH HALL AND HONEYBARK AND FOR BACKSTAGE AND ENTERTAINMENT LOAD IN AND OUT AND PARKING FOR ENTERTAINMENT TRANSPORT.

ALLOW ACCESS TO BANK AND CHURCH PARKING FROM DIXIE ST. JOHN'S, TO ELKBLADE, THEN BLOCK STREETS BLOCK SHORT LAUREL MEMORIAL RD. POLICE DEPT. DETERMINES LOCATIONS BLOCK ST. JOHN'S WEST OF 8TH TO ALLOW 'ING FOR 700 BLOCK



Palatka Police Department

Gary S. Getchell

Chief of Police

"Together we can make a difference"

2013 Blue Crab Festival Operations Plan

Type of Event: 25th Annual Blue Crab Festival

Date: May 24, 2013 through May 27, 2013. The festival officially opens Friday, May 24, 2013 at 1700 hours and closes Monday, May 27, 2013 at 1700 hours.

Location: 100 through the 800 block of St. Johns Avenue to include Memorial Parkway and Boat Ramp.

Operations:

Sgt. Reinhold will be the Incident Commander and will be responsible for all operations during the festival.

The Palatka Police Department will provide security and law enforcement needs from Friday, May 24th (1700 hours) through Monday, May 27th (1700 hours). There will be a minimum of 4 law enforcement officers at the festival at all times. The officers will be assigned to designated areas to assure proper police presence. The officer's assigned areas are as follows:

1000-1800 hours

- 1 officer – 200 through 600 block of St. Johns Avenue
- 1 officer – 100 through 200 block of St. Johns Avenue
- 1 officer – Memorial Parkway and City Dock
- 1 officer – Rove throughout the festival

1800-0000 hours

- 1 officer – 200 through 600 block of St. Johns Avenue
- 3 officers – 100 through 200 block of St. Johns Avenue, Memorial Parkway and City Dock
- 1 officer – Rove throughout the festival

Two officers will be assigned to perform night time security from 0000 hours through 0600 hours. All criminal investigations will be conducted by officers working at the festival. An incident report will be completed regarding all reported crimes or suspected crimes that occur at the festival.

Page 1 of 4



Palatka Police Department

Gary S. Getchell
Chief of Police

"Together we can make a difference"

Any person arrested at the festival will be immediately escorted to the command post and processed at that location.

Briefings There will be two briefings a day for all officers assigned to the festival. The briefing times are 1000 hours and 1900 hours and the briefings will take place at the command post located at 2nd Street and St. Johns Avenue.

Communications: All officers working the festival will communicate on SO OPS. The mobile command post will be operational and will be located at 2nd Street and St. Johns Avenue. The command post will be staffed with one dispatcher from the Palatka Police Department. The officers working the festival are required to report to the command Post at the start and completion of their tour of duty.

Traffic Control/Maps:

Assist with escorts. Check barricades. Map is attached to application

The following roads will be closed during the festival:

100-800 St. Johns Avenue

1st through 8th (St. Johns Avenue) from Reid Street to Oak Street

Memorial Parkway

200 block of Laurel Street

City boat ramp and parking lot

Missing Children/Persons Plan: In the event that a child is reported missing while at the Blue Crab Festival the following procedures will be followed:

- (a) An officer will respond and meet with the person reporting the missing child.
- (b) The officer will obtain a detailed description of the missing child and then broadcast that information to all officers working at the festival.
- (c) The Incident Commander will be notified of the missing child.
- (d) All officers working the festival will search the area of the festival in an attempt to locate the missing child.
- (e) The initial responding officer will remain with the person reporting the missing child until the child is recovered.
- (f) If the child is not located after the area of the festival is searched, the investigation will be expanded and the department policy regarding missing children/person will be followed.

Page 2 of 4

110 N. 11th Street, Palatka, Florida 32177 • Phone 386/329-0110 • Suncom: 860-0110 • Fax: 386/329-0160

Email: ppd@palatkard.net

FPD Form 0064
Revised 09/03



Palatka Police Department

Gary S. Getchell

Chief of Police

"Together we can make a difference"

Special Events:

(a) Fireworks: Possibly on Saturday

(b) Memorial Day Parade: The parade is scheduled for Monday, May 27th at 1000 hours. The parade route will be from 1100 St. Johns Avenue to 600 St. Johns Avenue. The officers assigned to work the parade will provide traffic control on St. Johns Avenue. The following are the assignments for the officers working the parade:

- 1 officer – 11th and St. Johns Avenue
- 1 officer – 10th and St. Johns Avenue
- 1 officer – 9th and St. Johns Avenue
- 1 officer – 8th and St. Johns Avenue
- 1 officer – Leading the Parade

Alcohol Enforcement: The consumption of alcoholic beverages is permitted at the Blue Crab Festival. The area of consumption is limited to the Beer Tent, Entertainment Tent, North 2nd Street east to the St. Johns River and Reid Street south to Laurel Street. Any visitor who is consuming an alcoholic beverage outside of the designated area, will be warned of the violation and be requested to go to the designated area or dispose of their alcoholic drink. If the visitor is warned of the violation and continues to consuming the alcoholic beverage in public he/she will be subject to criminal charges as defined in Palatka's City Ordinance.

The officers working the festival will strictly enforce the above mentioned issue. Blue Crab Security will be stationed at exit and entry points where alcoholic is permitted to be consumed and will ensure that visitors remain inside the designated alcohol drinking area. Only alcoholic beverages sold at the festival will be permitted to be consumed in the designated area.

Page 3 of 4



Palatka Police Department

Gary S. Getchell

Chief of Police

"Together we can make a difference"

Unusual Occurrences: The Palatka Police Department's policy regarding unusual occurrences will be followed in the event that any such incident occurs. The command post located at 2nd Street and St. Johns Avenue will be the primary staging area for any such incident.

The incident commander (Sgt. Reinhold) at the Blue Crab Festival will assume command of any type of unusual occurrence that occurs at the festival. In the event that an incident occurs and additional officers are needed the on-scene incident commander will request assistance from the Palatka Police Department patrol division. If additional officers are needed to stabilize an incident the on-scene incident commander will request assistance from the Putnam County Sheriff's Office patrol division.

Additional Information:

Outside Support

Putnam County EMS will be on-site during the duration of the festival.

The first aid station will be in the 200 block of St. Johns Avenue.

The designated landing zone for a medical helicopter is the boat ramp located in the 300 block of River Street.

Transportation

Four-wheelers and bicycles will be used by police for transportation during the festival.

No four-wheelers, golf carts or police bicycles will be driven on St. Johns Avenue during festival hours.

Uniforms

Class B uniform will be worn by all officers unless the officer is riding a bicycle.

The City of Palatka Streets Department is responsible for providing cones and barricades for the festival.

An after action report will be completed and forwarded to Assistant Chief Griffith at the completion of the festival.

Command Staff Approval

Date

3/5/13

Page 4 of 4

110 N. 11th Street, Palatka, Florida 32177 • Phone: 386/329-0110 • Suncom: 860-0110 • Fax: 386/329-0160

Email: ppd@palatkapd.net

PPD Form 0064
Revised 09/03

Agenda
Item

7



CITY COMMISSION AGENDA ITEM

SUBJECT: Second Reading to adopt an ordinance renewing and extending the Clay Electric Franchise Agreement (Ordinance No 81-25) until October 21, 2017 and amending the percentage of Franchise Free from six percent (6%) to five point nine percent (5.9%); providing for a payment schedule, audits and administration fees.

DEPARTMENT: Admin/City Manager

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

SUMMARY: The negotiating team from the City, which included Mayor Myers, City Manager Czymbor, Finance Director Reynolds, and Special Legal Counsel Thomas Cloud, Esquire, met with a delegation from Clay Electric. After several face-to-face meetings, the City successfully negotiated and tentatively agreed to an extension to the Clay Electric Franchise Agreement, and other amendments to the original Franchise ordinance No. 81-25, adopted October 21, 1981.

The attached ordinance extends the Clay Electric Franchise Agreement from its expiration date of October 21, 2011 through October 30, 2012, and then renews the Franchise Agreement for an additional five years, through October 21, 2017. It was passed on first reading on 3/28/13.

This ordinance also amends the provisions of the original Franchise Agreement, adopted on 10/21/81, to amend the percentage of franchise fee payable to the City from 6% to 5.9%. It also allows the City to audit Clay Electric's financial records at the City's expense, and provides for Clay Electric to retain an administrative fee of 1% of the total franchise fee revenue it collects from its customers to pay to the City.

RECOMMENDED ACTION: Adopt (on 2nd reading) the ordinance extending and renewing the Clay Electric Franchise Agreement adopted under Ordinance No. 81-25 on October 21, 2081.

DEPARTMENT HEAD Submitted: [Signature] B. Driggers for M. Czymbor Date: 04/01/13 Requested Agenda: Regular Date: 04/11/13

FINANCE DEPARTMENT Budgeted [X] Yes ___ No ___ N/A [Signature] Date: 4/4/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: [Signature] Date: 4/4/13

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

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

ORDINANCE NO. 13 - 21

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, EXTENDING AND RENEWING AN ELECTRIC FRANCHISE PREVIOUSLY GRANTED TO CLAY ELECTRIC COOPERATIVE, INC.; AMENDING CERTAIN TERMS OF ORDINANCE #81-25; IMPOSING CERTAIN CONDITIONS; PROVIDING FOR AN ADMINISTRATIVE FEE AND TERMS RELATING THERETO; EXTENDING OTHER UNAMENDED TERMS AND CONDITIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palatka, Florida (herein sometimes referred to as the “City” or the “Grantor”), pursuant to its Charter and Florida Statutes, has proprietary and governmental powers to render electric utility services and to grant franchises to public utility corporations within the corporate limits of said City; and

WHEREAS, Clay Electric Cooperative, Inc. (“Clay Electric”) is an electric cooperative which has demonstrated ability to provide electric services; and

WHEREAS, the parties previously entered into a franchise agreement between them regarding the provision of electric services by Clay Electric inside the City limits; and

WHEREAS, the previous agreement and its provisions were passed and adopted by ordinance of the City Commission on October 21, 1981 (the “1981 Franchise”); and

WHEREAS, the 1981 Franchise expired on October 21, 2011, but the parties have operated through mutual agreement as if the previous franchise agreement were still in full force and effect with all payments thereunder being made; and

WHEREAS, the parties wish to continue their relationship and renew and extend the previous franchise agreement;

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

SECTION 1. The recitals stated above are hereby incorporated into this ordinance and shall be considered a part hereof.

SECTION 2. Ordinance #81-25 is hereby renewed and extended until October 21, 2017, subject to the following modifying provisions.

SECTION 3. The percentage of the franchise fee recited in Section 6 of Ordinance #81-25 is changed from six percent (6%) to five and nine-tenths percent (5.9%).

SECTION 4. The franchise fee will be remitted by Clay Electric in two (2) payments annually to the City, one payment on or before November 21 of each year and another on or before May 21 of each year. Clay Electric shall provide directly to the City an annual summary report showing gross revenues received by Clay Electric from its operations within the City during the preceding fiscal year. The City may audit the financial records of Clay Electric for the purpose of determining that proper collection or payment of franchise fees is being made by Clay Electric in accordance with Ordinance #81-25 as amended hereby at the City's expense. Clay Electric shall cooperate with and make available those records necessary for City to perform the audit.

SECTION 5. Clay Electric shall retain an administrative fee of one percent (1%) of the total revenue collected for the City to apply to Clay Electric's cost of administering and collecting the franchise fee.

SECTION 6. All other provisions of Ordinance #81-25 not in conflict herewith shall remain in full force and effect.

SECTION 7. This ordinance shall become effective upon final adoption by the City Commission of the City, as provided by law; provided, however, that if Clay Electric does not notify the City of its acceptance of this ordinance within fifteen (15) days after the date of adoption, then this ordinance shall be null and void and of no further force and effect.

SECTION 8. Upon acceptance of this ordinance by Clay Electric no later than fifteen (15) days after adoption by the City, the electric franchise granted by Ordinance #81-25 shall be deemed to have been extended through October 30, 2012, and renewed and extended as provided in this ordinance as of October 31, 2012, through and including October 21, 2017.

SECTION 9. Acceptance of this ordinance by Clay Electric may be made either before its final adoption by the City or within fifteen (15) days thereafter, and Clay Electric's acceptance may be documented by any one of the following methods: a certified copy of a Resolution of the Board of Trustees accepting this ordinance; a certified copy of minutes of a meeting of the Board of Trustees accepting this ordinance; or by an original letter of acceptance executed by either the General Manager and Chief Executive Officer of Clay Electric or by the Board President and Secretary of Clay Electric.

SECTION 10. A copy of this Ordinance shall be provided to Municipal Code Corporation for inclusion in the City of Palatka Code of Ordinances.

PASSED AND ADOPTED by the City commission of the City of Palatka on this 11th day of April, 2013.

CITY OF PALATKA

By: _____
Vernon Myers, MAYOR

ATTEST:

**ACCEPTANCE OF ORDINANCE #2013-____
OF THE CITY COMMISSION OF THE
CITY OF PALATKA, FLORIDA
BY CLAY ELECTRIC COOPERATIVE, INC.**

Clay Electric Cooperative, Inc. does hereby accept the terms and conditions of Ordinance #2013-____ of the City Commission of the City of Palatka, Florida, extending and renewing the electric franchise granted to Clay Electric, and agrees to comply with the terms thereof.

DATED this _____ day of _____, 2013.

CLAY ELECTRIC COOPERATIVE, INC.

By: _____
Its President

ATTEST:

Secretary

(Corporate Seal)

COUNTY OF CLAY
STATE OF FLORIDA

BEFORE ME, the undersigned authority, personally appeared _____ and _____, the President and Secretary of Clay Electric Cooperative, Inc., to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged to me that they executed same.

WITNESS my hand and official seal in the County and State first above written, this _____ day of _____, 2013.

Notary Public, State of Florida
My Commission Expires:



CITY COMMISSION AGENDA ITEM

SUBJECT: First reading of an ordinance renewing and extending the Clay Electric Franchise Agreement (Ordinance No 81-25) until October 21, 2017 and amending the percentage of Franchise Free from six percent (6%) to five point nine percent (5.9%); providing for a payment schedule, audits and administration fees.

DEPARTMENT: Admin/City Manager

ATTACHMENTS: [X] Ordinance Resolution Motion
Support Documents Other

SUMMARY: The negotiating team from the City, which included Mayor Myers, City Manager Czymbor, Finance Director Reynolds, and Special Legal Counsel Thomas Cloud, Esquire, met with a delegation from Clay Electric. After several face-to-face meetings, the City successfully negotiated and tentatively agreed to an extension to the Clay Electric Franchise Agreement, and other amendments to the original Franchise ordinance No. 81-25, adopted October 21, 1981..

This ordinance extends the Clay Electric Franchise Agreement from its expiration date of October 21, 2011 through October 30, 2012, and then renews the Franchise Agreement for an additional five years, through October 21, 2017.

This ordinance also amends the provisions of the original Franchise Agreement, adopted on 10/21/81, to amend the percentage of franchise fee payable to the City from 6% to 5.9%. It also allows the City to audit Clay Electric's financial records at the City's expense, and provides for Clay Electric to retain an administrative fee of 1% of the total franchise fee revenue it collects from its customers to pay to the City.

RECOMMENDED ACTION: Pass on first reading the ordinance extending and renewing the Clay Electric Franchise Agreement adopted under Ordinance No. 81-25 on October 21, 2081.

DEPARTMENT HEAD Submitted: [Signature] B. Driggers for M. Czymbor Date: 03/20/13
Requested Agenda: Regular Date: 03/28/13

FINANCE DEPARTMENT Budgeted [X] Yes ___ No ___ N/A [Signature] Date: 3/21/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: [Signature] Date: 3/21/13

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

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

Agenda 2nd Reading 4-11-13