VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

CITY OF PALATKA
FLORIDA

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

MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

AGENDA
CITY OF PALATKA
July 18, 2013

CALL TO ORDER:
a. **Invocation** – The Reverend John Jacobs, Pastor; St. Peter's Anglican Church
b. **Pledge of Allegiance**
c. **Roll Call**

APPROVAL OF MINUTES – 6/27/13 Budget Workshop and 7/11/13 regular meeting

1. **PUBLIC RECOGNITION/PRESENTATIONS:**
   a. **Employee Recognition:** Sgt. Jason Shaw
   Crime Stoppers "Officer of the Year" for Putnam County

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

3. **CONSENT AGENDA:**
   *a. **Adopt Resolution No. 2013-9-139** authorizing the execution of a renewal agreement with Palatka Housing Authority for the provision of supplemental police services at a rate of $23/hr.
   *b. **Adopt Resolution No. 2013-9-140** providing support for the addition of segments of SR 19 to the designated "Black Bear Scenic Highway" and authorizing Staff to participate in efforts to designate and implement designation
   *c. **Adopt Resolution No. 2013-9-141** authorizing the execution of a Master Consulting Real Estate Services Agreement with Coldwell Banker/Ben Bates, Inc. for Professional Real Estate Services

* 4. **2013 TRIM CALENDAR/RESOLUTION No. 2013-9-142** to set the Tentative Millage Rate for the 2013/14 Budget Year – 9.1749 mills proposed - Adopt

* 5. **RESOLUTION No. 2013-9-143** to award the bid for the leasing of golf course turf maintenance equipment to Beard Equipment in the amount of $175,522.34 and authorizing the execution of a lease/purchase agreement with Deere Credit, Inc. in connection therewith - Adopt

*/**6. **RESOLUTION No. 2013-9-144** authorizing the City Manager to execute a Contract for Purchase and Sale of Area 1 and Area 2 (101 & 105 Reid Street, 105, 107, 109, 111, 117 & 119 N. 2nd Street, and 124 St. Johns Avenue)and a portion of the parking area as shown on RFP #13-002 to Riverfront Development Group, LLC, for redevelopment per the terms and conditions of the response to City of Palatka RFP #13-002 - Adopt

* 7. **PLANNING BOARD RECOMMENDATION to approve** a preliminary plat for a service road access easement at the rear portion of 201 Zeagler Drive – Thomas Scarborough, applicant

* 8. **ORDINANCE** approving a final plat for a service road easement at the rear portion of 201 Zeagler Drive – Thomas Scarborough, Applicant - 1st Reading

201 N. 2ND STREET • PALATKA, FLORIDA 32177
PHONE: (386) 329-0100 **www.palatka-fl.gov** **FAX: (386) 329-0106**

9. CITY MANAGER & ADMINISTRATIVE REPORTS

10. COMMISSIONER COMMENTS

11. ADJOURN

*Attachment **Separate Cover

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 286.105

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

Upcoming Events:

Aug. 15 thru 17 – FLC Annual Conference, Orlando FL
Sept. 2 – City offices closed to observe Labor Day Holiday
Sept. 19 – Palatka hosts NEFLC Meeting
Oct. 4 – City Employees' Safety Luncheon; 12:00 noon
Nov. 11 – City offices closed to observe Veterans Day
Nov. 21 & 22 – FLC Legislative Conference, Orlando FL
Nov. 28 & 29 – City offices closed to observe Thanksgiving

Board Openings:

Fire Pension Board – City Commission appointee

CITY of Palatka FLORIDA

AGENDA ITEM

SUBJECT: Recognition of Sgt. Jason Shaw as Crime Stoppers "Officer of the Year" for Putnam County

DEPARTMENT: Police

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

SUMMARY: Sgt. Jason Shaw was selected as Crime Stoppers "Officer of the Year" for Putnam County

RECOMMENDED ACTION: Presentation only – no action needed

DEPARTMENT HEAD	Submitted: Gary Getchell Requested Agenda:	Date: 7/8/13 Date: ~~8/8/13~~ 7/18/13
FINANCE DEPARTMENT	Budgeted ☐ Yes ☐ No ☒ N/A	Date: 7/11/13
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 7/10/13

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

Agenda Item

3a

CITY COMMISSION AGENDA ITEM

SUBJECT: Resolution of the City of Palatka to authorize renewal of the agreement for provisions of Supplemental Police Services between the Palatka Housing Authority and the Palatka Police Department.

DEPARTMENT: Police

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

SUMMARY: The Palatka Housing Authority contracts with the City for additional police services each year to create a drug and crime free environment and to provide for the safety and protection of the residents in the public housing developments. The current contract expired on May 31, 2013. PHA has presented the renewal agreement providing for supplemental police services between PHA and the Palatka Police Department at a rate of $23 per hour.

RECOMMENDED ACTION: Adopt Resolution No. 2013-9-134 authorizing the renewal of the agreement providing for supplemental police services between the Palatka Housing Authority and the Palatka Police Department.

DEPARTMENT HEAD Submitted: Gary S. Getchell, Chief of Police Date: 7/3/2013
Requested Agenda Consent Date: 7/18/2013

FINANCE DEPARTMENT Budgeted ✓ Yes ___No ___N/A Date: 7/11/13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: Date: 7/10/13

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

Document17

RESOLUTION No. 2013-9-139

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF THE RENEWAL AGREEMENT FOR PROVISION OF SUPPLEMENTAL POLICE SERVICES BETWEEN THE PALATKA HOUSING AUTHORITY AND THE CITY OF PALATKA/PALATKA POLICE DEPARTMENT AT A RATE OF $23 PER HOUR, FOR A ONE-YEAR TERM EFFECTIVE JUNE 1, 2013

WHEREAS, the City of Palatka Police Department and the Palatka Housing Authority have annually entered into a renewable agreement for the provision of supplemental police services in order to provide for the safety and protection of the residents of the Authority's public housing developments; and

WHEREAS, the Palatka Housing Authority desires to renew this Agreement, which expired on May 31, 2013, and has presented a renewal agreement to continue to provide supplemental police services between the Palatka Housing Authority and the Palatka Police Department at the rate of $23.00 per hour; and

WHEREAS, both parties are in agreement as to the terms of the renewal agreement; and

WHEREAS, the Palatka City commission has determined that entering into an Agreement with the Palatka Housing Authority for the provision of supplemental police services is in the best interest of the City of Palatka and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF PALATKA, FLORIDA, that the City Manager, Chief of Police and City Clerk are hereby authorized to execute, execute and attest the Agreement for the Provision of Supplemental Police Services between the Palatka Housing Authority and the Palatka Police Department, said Agreement to take effect June 1, 2013, and continuing through May 31, 2014.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 18th day of July, 2013.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

Staff Report

Date: 07/3/2013
To: City Commissioners'
From: Gary S. Getchell, Chief of Police
Subject: Supplemental Services Agreement with Palatka Housing Authority

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The Palatka Housing Authority (PHA) contracts with the City for additional police services each year to create a drug and crime free environment and to provide for the safety and protection of the residents in the public housing developments. This is in addition to the baseline police services currently being provided by the police department.

The contract is for a twelve (12) month period beginning on June 1, 2013 and ending on May 31, 2014 with the option to be renewed annually. PHA reimburses the City for these additional police services at a rate of $23.00 per hour per officer in a total amount not to exceed $15,000 within the contract year.

Recommendation:
It is recommended the Commission authorize the signing of the PHA contract by the Mayor and the Chief of Police.

PALATKA HOUSING AUTHORITY – PALATKA POLICE DEPARTMENT AGREEMENT FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES

This Agreement, made and entered into this 1st day of June 2013 by and between the Palatka Housing Authority (hereinafter called the "Authority") and the City of Palatka (hereinafter called the "City") is for the provision of specific police services associated with the Authority's crime reduction program.

WHEREAS, The Authority desires to contract with the City for additional police services to create a drug- and crime-free environment and to provide for the safety and protection of the residents in the public housing developments; and

WHEREAS, the City and the Palatka Police Department (hereinafter called the "Department") desire to assist in the effort by providing effective police services at the Authority locations;

NOW, THEREFORE, the Authority and the City agree as follows:

ARTICLE I – SERVICES PROVIDED BY THE DEPARTMENT

1. The Department agrees that the services rendered by the Assigned Personnel (police) under this Contract are in addition to baseline police services. The City agrees that it will not reduce its current level of police services to the public housing development, particularly in the areas of community policing, patrol, criminal investigations, records, dispatch and special operations.

The manner and method of performance of services is specified in Article V, Plan of Operations.

The duties and extent of services of the Assigned Personnel shall include, but shall not be limited to:

A. The Department will provide the number of police officers necessary to perform specialized patrols to enforce all state and local laws and the Housing Authority Rules specified in this contract. Sworn officers shall at all times remain part of, subject to and in direct relationship with the Police Department's chain of command and under police department rules, regulations and standard operating procedures.

B. The Department agrees to assign police officers to targeted area during specific periods of time as identified by the Authority and the Department as high crime or high workload periods to maintain a police patrol presence.

C. The Department will employ a community policing concept and the Department's personnel whose primary responsibility is to develop and maintain

communications with residents will assist in developing or enhancing crime prevention programs in the public housing community.

D. The Department agrees to collect and provide workload data in the public housing development.

E. It is further agreed that to the extent necessary, the Assigned Personnel will appear as witness in the Authority's administrative grievance procedure, civil dispossessory hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct in or near public housing developments involving any resident, member of a resident's household, or any guest of a resident or household member.

F. Without limiting any of the foregoing, the Department agrees that with respect to the services to be performed by any police personnel in accordance with the Contract, the appropriate police department representative will meet with resident leadership and management representatives of the Authority for the purposes of reviewing the enforcement and prevention efforts and planing for the future changes or modifications anticipated by this contract. These meetings shall occur at least quarterly.

G. The Department agrees that a policy manual exists to regulate police officers' conduct and activities; all police officers have been provided a copy of the policy manual; the Department has a signed receipt from each officer that he/she has received and understands the contents of the manual; and personnel have been trained on the regulations and orders within the manual.

H. The Department agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Agreement.

I. The Department will provide training on community relations and interpersonal communications skills to the extent possible.

J. The Department agrees to provide, criminal background checks of proposed applicants for public housing. This information will be provided in a manner consistent with all applicable National Crime Information Center or State laws and regulations.

K. The Department shall designate an officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority, or the Director's designate.

The Administrative Liaison Officer will perform the following duties:

1. Coordinate the dissemination and processing of police and security reports, provide supervisory assistance, and coordinate in resolving problems or in carrying out the provisions of the Agreement;

2. Establish and maintain an ongoing line of communication with other police personnel;

3. Prepare progress reports and evaluations of services requested and provided under this agreement for review by the Executive Director and Police Chief.

4. Initiate and monitor ongoing lines of communication with resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders.

5. Establish a clearly defined process for reporting non-emergency criminal activities.

L. The Department will at all times provide supervision, control and direction of work activities and assignments of police personnel, including disciplinary actions. It is expressly understood that the Department shall be responsible for the compensation of the officers and all employee benefits, as well as any injury to officers, their property, or the Department's property while on the Authority's property.

M. The Assigned Personnel shall possess maintain any State-mandated Certification.

N. The Department shall indemnify and hold harmless the Palatka Housing Authority and its employees from and against all claims for personal injury or property damage that may result from the performance or non-performance of Assigned Personnel.

ARTICLE II- SERVICES PROVIDED BY THE AUTHORITY

1. The Authority shall reserve the right to a reasonable request that the Department replace any assigned officer for the following conduct by the officer;

A. Neglect or non-performance of duties;

B. Disorderly conduct, use of abusive or offensive language, or fighting;

C. Criminal action;

D. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment.

E. Inadequate punctuality or attendance.

F. Substantiated complaints from public housing residents or management.

2. The Authority will provide the Department with a Public Housing Activity Form for assigned officers to complete. These forms are not to replace police reports utilized by the Department, and are subject to approval by the Department.

3. The Authority will provide the Department with applicable Authority rules and regulations governing Authority residents.

ARTICLE III – ENFORCEMENT OF RULES REGULATIONS

1. The Department, through its police officers, is hereby empowered to enforce the following;

A. Unauthorized visitors in unoccupied structures of the Authority shall be removed.

B. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.

C. Unauthorized visitors destroying, defacing or removing Authority property shall be subject to criminal enforcement actions.

With regard to the foregoing rules and regulations, the Department's officers are hereby authorized to give any criminal trespass warnings to any persons found in violation of said rules or regulations, i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

2. The Department, through its police officers, or in conjunction with the Department of Parking and Traffic, is hereby empowered to enforce the following Authority rule regulation:

"The tenant and any visitors to Authority property and premises shall refrain from, and shall cause their households to refrain from, parking vehicles in any area other than parking areas designated by Authority management."

With regard to the foregoing rule or regulation, the Department's officers are hereby authorized to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to established Department procedure for removing vehicles.

3. The Department, through its police officers, is hereby empowered to enforce such additional Authority rules and regulations and perform such other duties as shall be specified in any addenda agreed to by both parties in writing.

4. Nothing herein contained shall be constructed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or of their sworn obligation as police officers.

ARTICLE IV – COMMUNICATIONS, REPORTING EVALUATION

1. Communications. The City agrees that the Authority will have unrestricted access to all public information which in any way deals with criminal activity in any of the Authority's communities. It is further agreed that the Department will provide to the Authority copies of incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments, so long as the information and or reports do not compromise ongoing investigations. The release of Department information shall be governed by the Florida Freedom of Information Act.

Existing procedures, if in effect, are included as an Addendum to this Agreement.

2. Reporting

A. Forms: The Department will require all Assigned Personnel (police officers) to complete a daily log provided by the Authority at the conclusion of each shift and forward the original report to the Authority's designee. This report will include, but not be limited to, data as follows:

1. Hours worked: foot, bicycle, motorized, other
2. Calls, requests to service
3. Referrals to City/ Housing Authority/ agencies
4. Suspicious persons – name and description
5. Vehicles abandoned/towed/stolen
6. Drug paraphernalia confiscated/found
7. Arrests/citations of both residents and outsiders to include, age, sex, and ethnicity
8. Property recovered/stolen
9. Counseling of residents and visitors
10. Broken lights/sidewalks
11. Graffiti
12. Conflict resolution; e.g., resolved apparent or actual conflict between two or more people
13. Vehicle license number of suspicious persons

14. Weapons violations/seized.

B. Media Coordination: The Department will relay to the Executive Director, or his/her designee, information related to any major crime or incident that occurs on Authority property, preferably before the media is informed, or as soon as possible.

C. Evaluation: The Department and the Authority agree that any evaluation shall include:

1. Hours worked by police officers for:

   a. Foot patrol

   b. Bicycle patrol

   c. Motorized patrol

   d. Other (tactical)

2. Response times to targeted communities by Department-paid officers and Authority-paid officers by Priority I (emergency), and Priority II (non-emergency)

3. Arrests (to include drug violations)

4. Vehicles towed

5. Positive contacts

6. Referrals

7. Trespassers removed

8. All UCR or NIBRS Reports

9. Calls for service

10. Weapons seized

11. Property stolen/recovered

12. Community feedback

D. It is further agreed that the Department will provide comparable crime

information for the City as a whole to facilitate the evaluation to include what proportion of activities city wide occur on Authority property.

ARTICLE V – PLAN OF OPERATIONS

1. The Department and the Authority shall specify the manner and method of performance by which each of the services identified is to be administered. The plan of operations will minimally specify the following:

A. Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);

B. Staffing levels: two patrol officers

C. Hours of operation: not to exceed four (4) hours per day as determined by the Authority and Administrative Liaison Officer.

D. Days of operations: Not to exceed four (4) days each week as agreed upon by the Authority and Administrative Liaison Officer.

2. The plan of operations will be prepared for review and acceptance within five (5) days from the date of execution of this Agreement by both parties. It is understood that the Authority may request reasonable modification to the initial plan of operations as it deems appropriate. The Authority must approve the plan in order for payment to begin.

3. If during the term of this Agreement either party desires to amend the scope of the Plan of Operations, either party may request such an amendment via written notification. The Executive Director of the Authority and/or the Chief of Police shall provide final determinations regarding the establishment of an amendment to the plan of operations.

ARTICLE VI – TERM OF AGREEMENT

The term of this Agreement shall be for twelve (12) months beginning on June 1, 2013 and ending on May 31, 2014 with the option to be renewed annually.

ARTICLE VII – COMPENSATION OF THE DEPARTMENT

1. All compensation to the city will be made on a cost approval basis. The Authority will reimburse the City for services specified in this Agreement at the average rate of $23.00 per hour per officer in a total amount not to exceed $15,000 in the term of this Agreement.

2. The Authority shall reimburse the City on a bi-weekly basis, upon receipt of performance of the proposed services and evidence of authorized expenditures.

3. The Department shall provide the following documentation in requesting reimbursement:

A. Copies of payroll time reports certified to by the Department documenting names, employee identification, hours worked in public housing developments, and supervisory approval of the report.

4. All requests for payment are subject to the approval of the Executive Director, or his/her designee, and the Authority shall thereafter make payment of the approved amount within five (5) days of receipt of the request for payment.

ARTICLE VIII- TERMINATION

1. Either party may terminate this Agreement without cause upon the provision of thirty (30) days written notice to the other. Such notice shall be delivered by Certified Mail, Return Receipt Requested to the address specified in this Agreement.

2. The City shall be paid for all services provided prior to termination of this Agreement.

3. Any notices required pursuant to the terms of this Agreement shall be construed in accordance with the laws of the State of Florida.

Authority:

Executive Director
Palatka Housing Authority
400 N. 15th
P.O. Box 1277
Palatka, FL 32178

City:

Chief of Police
Palatka Police Department
110 11th St.
Palatka, FL 32177

ARTICLE IX – CONSTRUCTION OF LAWS

This Agreement is made and entered into by the Palatka Housing Authority and the City of Palatka. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State of Florida.

ARTICLE X – ENTIRE CONTRACT

This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written provisions. The Agreement may be modified only by a written agreement signed by the parties hereto.

ARTICLE XI – MISCELLANEOUS

1. The captions and headings of any of the various sections or paragraphs of this Agreement are for convenience only and not to be construed as confining or limiting in any way the scope or intent of a provision hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine, and neuter shall be freely interchangeable.

2. The enforceability or invalidity of any provision or provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid.

PALATKA HOUSING AUTHORITY

John Nelson Jr., Executive Director

CITY OF PALATKA

The Hon. Vernon Myers, Mayor

Gary Getchell, Chief of Police

Attest:

Betsy J. Driggers, City Clerk

Agenda Item

3b

CITY COMMISSION AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, Florida providing support for the addition of segments of SR 19 to the designated "Black Bear Scenic Highway" and authorizing Staff to participate in efforts to designate and implement designation

DEPARTMENT: **Admin/Clerk**

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

SUMMARY: The Florida Department of Transportation's Scenic Highway program is a volunteer-based, grassroots effort to promote and preserve Florida's unique and valuable resources. The program showcases outstanding cultural, historical, archeological, recreation, natural and scenic resources along Florida highways. The intent is to designate roadway corridors to create partnerships to preserve, maintain, protect and enhance resources for the traveling public's enjoyment. The current Black Bear Scenic Corridor links Silver Springs with the City of Ormond Beach and runs east-west along Highway 40. It is one of only five National Scenic Byway Corridors in the State.

The FDOT and the Corridor Advocacy Group known as the Black Bear Scenic Byway, CME, have proposed an addition to the Black Bear Scenic Highway that will add a section of Hwy 19 to the corridor. This section runs between the City of Umatilla and the City of Palatka, ending at the intersection of Hwy 19 and US 17. FDOT and the advocacy group have requested resolutions pledging support for this addition from the Putnam County Board of County Commissioners and the City of Palatka, and authorizing City Staff to participate in supporting efforts to designate and implement designation.

This Florida Scenic Highway Program extension will help preserve intrinsic resources as well as serve as an ongoing economic development tool. Communities along the corridor can expect to benefit from resource protection, community recognition, economic development, increased tourism, community visioning, educational opportunities and funding partnerships. Information about Florida's Scenic Highway Program and the Black Bear Scenic Highway is attached.

RECOMMENDED ACTION: Adopt Resolution No. 2013-9-140 supporting the addition of segments of SR 19 from Umatilla to the City of Palatka to the designated Black Bear Scenic Biway, and authorizing City Staff to designate and implement designation of this scenic highway.

DEPARTMENT HEAD	Submitted: B. Driggers for Staff Requested Agenda Consent	Date: 07-10-13 Date: 07-11-13
FINANCE DEPARTMENT	Budgeted ___Yes ___No X N/A	Date: 7/11/13
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For	Date: 7/11/13

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

RESOLUTION No. 2013 – 9 - 140

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, PROVIDING FOR SUPPORT OF THE ADDITION OF SEGMENTS OF STATE ROAD 19 LOCATED FROM THE EXISTING STATE OF FLORIDA DESIGNATED CORRIDOR OF THE FLORIDA BLACK BEAR SCENIC BYWAY TO THE INTERSECTION OF ROUTES US 17 AND STATE ROAD 19, IN ACCORDANCE WITH SECTION 335.093, FLORIDA STATUTES, AND RULE 14-15.016, FLORIDA ADMINISTRATIVE CODE; RECOGNIZING THAT A CORRIDOR MANAGEMENT PLAN WILL BE FORTHCOMING FOR CONSIDERATION; AUTHORISING CITY STAFF TO PARTICIPATE IN SUPPORTING EFFORTS TO DESIGNATE AND IMPLEMENT DESIGNATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Corridor Management Entity known as the Florida Black Bear Scenic Byway, CME, has been formed for the purpose of implementing and maintaining the Corridor Management Plan for the existing State of Florida Designated Florida Black Bear Scenic Byway, as provided by Section 335.093, Florida Statutes, for the designation and implementation of a Florida Scenic Highway; and

WHEREAS, the Florida Black Bear Scenic Byway, CME, advocates that the Florida Black Bear Scenic Byway be located within a specified area of the City of Palatka and Putnam County; and

WHEREAS, the purpose of the scenic highway designation is to preserve, maintain, protect and enhance Florida's outstanding cultural, historical, archeological, recreational, natural and scenic resources, while utilizing these resources for appropriate economic development, recreation, and tourism; and

WHEREAS, significant benefits of economic development, recreational amenities, resource conservation, aesthetic enhancement and public education can result from the scenic highway designation; and

WHEREAS, a Corridor Management Plan that will delineate the goals and objectives of the scenic highway program to be developed and implemented with the participating local governments, without state or federal restrictions on land use within the corridor by virtue of the designation will be brought forward at a later date for consideration of the City Commission.

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

1. The Palatka City Commission supports the designation of the Florida Black Bear Scenic Byway as a Florida Scenic Highway. The Florida Black Bear Scenic Byway is proposed to be extended north on State Road 19 from its existing terminus at Buckman Lock Road to the intersection of Routes US 17 and SR 19

2. Upon presentation and approval of a Corridor Management Plan, the City Commission will consider incorporating into the City of Palatka Comprehensive Plan a map displaying the Florida Black Bear Scenic Byway, the Corridor Vision Statement, and the appropriate Goals, Objectives and Strategies.

3. A copy of this Resolution shall be incorporated into the minutes and official records of the City of Palatka and a copy sent to the Florida Department of Transportation, the Board of County Commissioners of Putnam County, Lake County, Marion County and Volusia County, and the Cities of Ormond Beach, Ocala/Silver Springs and Palatka.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida, this **18th day of July, 2013.**

PALATKA CITY COMMISSION

BY: _____
Its MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____
CITY ATTORNEY

CATEGORY HIT THE ROAD AND CAMP AMERICA!

The Florida Black Bear Scenic Byway

Share / Save ...

The Florida Black Bear Scenic Byway

The Florida Black Bear Scenic Byway provides an amazingly scenic drive through some of Florida's (and the United States') most unique ecosystems. Along the way you'll enjoy rivers, lakes, forests, rare plants and animals, natural springs, and much much more.

The byway encompasses about 123 miles of road along SR 40 and SR 19. The western point of the byway lies in Silver Springs and the easter-most point of the byway is in the city of Ormond Beach. Should you wish to take a shorter route, you can remain on SR 40 and drive between Silver Springs and Ormond Beach. This abbreviation of the byway still has a great deal of amazing sights and activities to enjoy. However, the part of the byway on SR 19, which travels right through the Ocala National Forest, will lead you to some of the most amazing sights that Florida has to offer.

If you drive west to east, you will start your journey in Silver Springs. This delightful town has plenty to offer any and all visitors. It has entertainment, fresh food, and much more. The greatest attraction of this town is the Sliver Springs themselves. Silver Springs is one of the largest spring systems in the world, and it feeds the beautiful Silver River. Visitors simply must take a ride on the glass bottom boats, which ferry people across the springs. From these boats, visitors can marvel at the vents that feed the springs.

The centerpiece of the byway is the Ocala National Forest. SR 19 bisects the forest from north to south and SR 40 crosses it from west to east. The Ocala National Forest is home to some of the rarest and most unique habitats, plants, and animals in the United States. It is the oldest National Forest east of the Mississippi and it is also the most southern National Forest in the continental United States.

The byway crosses the Big Scrub within the Ocala National Forest. The Big Scrub is the world's largest scrub forest, also called a sand pine scrub. The sand pine scrub is a very rare ecosystem that provides a home to plants and animals found nowhere else in the world. The sand pine scrub is a very desert-like ecosystem. The poor soil quickly draws the water down and away from the reach of the root systems. This scrub forest also relies on the occurrence of fires every 20-80 years in order to remain healthy. The sand pine scrub is a stunninly beautiful and remarkably rare sight, and it alone is worth a visit on the Florida Black Bear Scenic Byway.

Another interesting feature of the scenic byway is the Florida black bear. The Ocala National Forest comprises much of the habitat for the Florida black bear. This bear is related to the American black bear, but it is smaller and makes its home in Florida. Not surprisingly, the byway is named after this amazing animal. As you travel through the forest, be on the lookout for these bears, especially in the early morning.

Beyond the amazing scrub forest and the Florida black bear, the Ocala National Forest has much to offer. Within the forest, visitors will find springs, lakes, and plenty of hiking. Nature lovers will have the opportunity to view plants and animals found nowhere else in the world. The recreational opportunities range from camping, canoeing, and kayaking to swimming and scuba diving.

Travelers on the scenic byway should also spend some time enjoying the waters at some of the springs along the way. Juniper Springs is one of the best and most popular swimming spots. The water is always a pleasant 70-73 degrees. At this spring you can swim, snorkel, and just relax in the beautiful water.

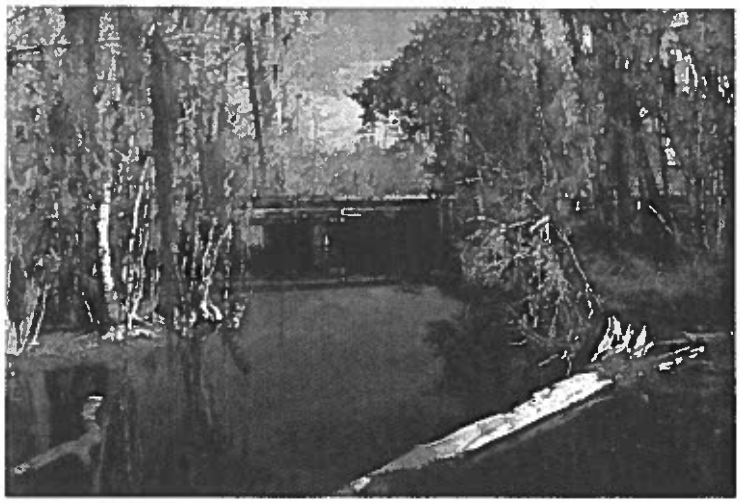
Along SR 19, near the town of Salt Springs, byway travelers can take a dip in the Salt Springs. The Salt Springs provide a home to a variety of wildlife normally found only in ocean habitats, but because of the high salt content in the water these species have found a home at Salt Springs. The salt content comes from a salt deposit that the spring water rises through.

Birders and day hikers alike will also love a visit to Salt Springs. From this town, you can take the 2 mile round trip hike on the Salt Springs Trail, which will lead hikers to the Salt Springs Run. There, visitors can enjoy amazing vistas and keep a look out for birds from the observation platform. This short hike is only one of many great options for hikers along the scenic byway. Over 100 miles of the Florida National Scenic Trail run through the same area as the byway, and there are many trailheads and access points along this route.

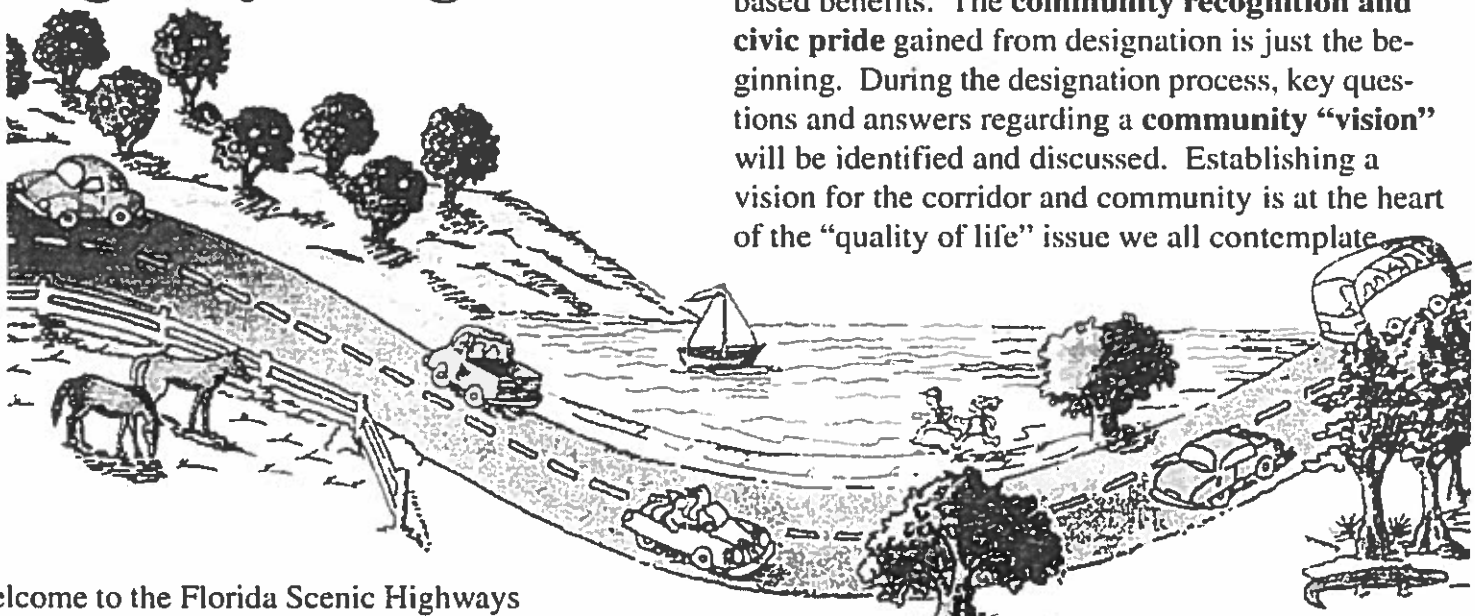
FLORIDA SCENIC HIGHWAYS PROGRAM

STATE OF FLORIDA · DEPARTMENT OF TRANSPORTATION

Administered by
the Central Environmental
Management Office



What is the Scenic Highways Program?



Welcome to the Florida Scenic Highways Program, a program developed to preserve, maintain, protect and enhance Florida's outstanding cultural, historical, archeological, recreational, natural and scenic resources. By selecting a Florida Scenic Highway as their route of choice, travelers expand their experience beyond just reaching a destination. Designated highways, or more appropriately corridors, promote a heightened awareness of our State's exceptional resources and unique history through educational and visual experiences.

Why is this Program unique?

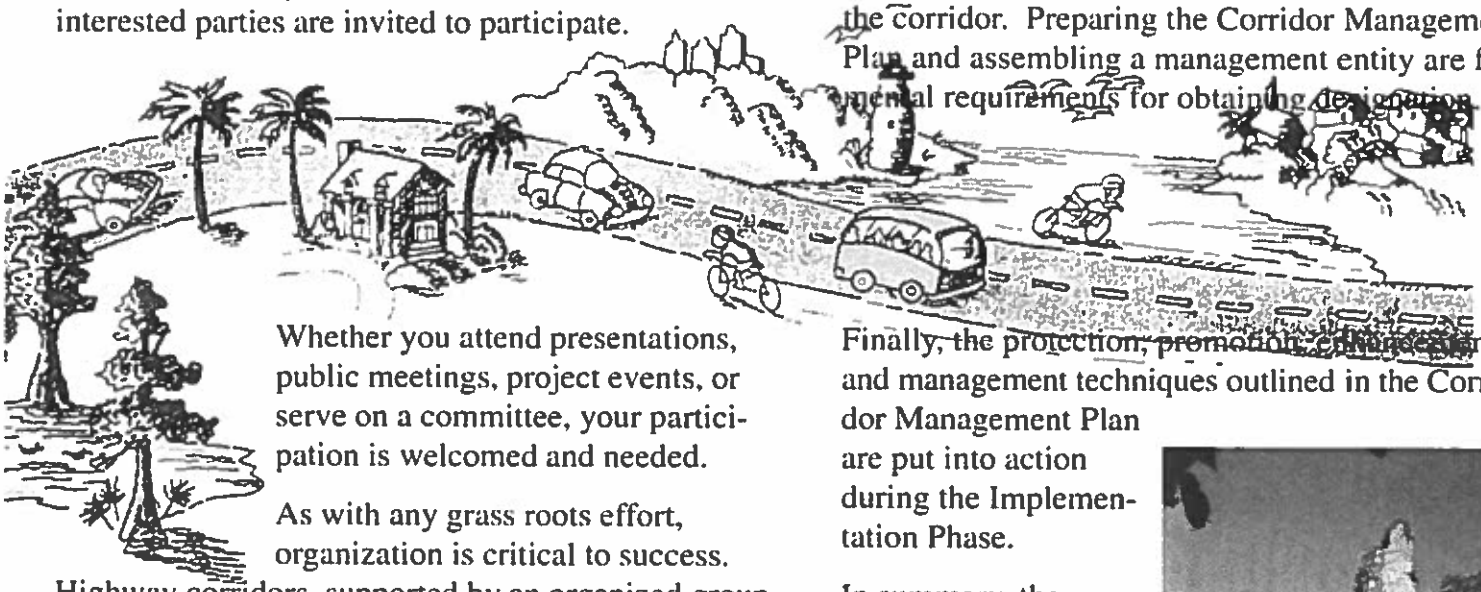
Through the Program, highways are recognized for their unique ability to provide a window into Florida's heritage and beauty. Although administered by the State, highway corridor nominations are made at the local level and are totally voluntary. This grass roots approach strengthens local commitment to preserve, maintain, protect and enhance intrinsic resources important to the local communities and region.

Scenic highway designation yields seven broad based benefits. The **community recognition and civic pride** gained from designation is just the beginning. During the designation process, key questions and answers regarding a **community "vision"** will be identified and discussed. Establishing a vision for the corridor and community is at the heart of the "quality of life" issue we all contemplate.

The **integration of program and funding sources** for designated corridors promotes **resource protection, economic development, and increased tourism** for surrounding communities. Lastly, the success of the Florida Scenic Highways Program will depend greatly on **strong community support** and our partnering abilities. These **partnerships** begin with the common goal of protecting cherished resources. With citizens, governments, civic groups and businesses sharing similar goals, partnerships are not only possible, but vital for success.

Who can participate?

Anyone with an interest in their community and its exceptional resources can participate in the Program. To ensure success, Program criteria and designation requirements include extensive public participation, strong community support and local comprehensive planning. Community support and strong partnerships are best achieved when all interested parties are invited to participate.



Whether you attend presentations, public meetings, project events, or serve on a committee, your participation is welcomed and needed.

As with any grass roots effort, organization is critical to success. Highway corridors, supported by an organized group of individuals, or advocates can advance through the Program process. Membership in this group, called the **Corridor Advocacy Group**, or CAG, should include a cross section of citizens, professionals and government representatives. It is the responsibility of the CAG to maintain momentum, foster community support and develop the documentation supporting the highway corridor's designation as a Florida Scenic Highway.

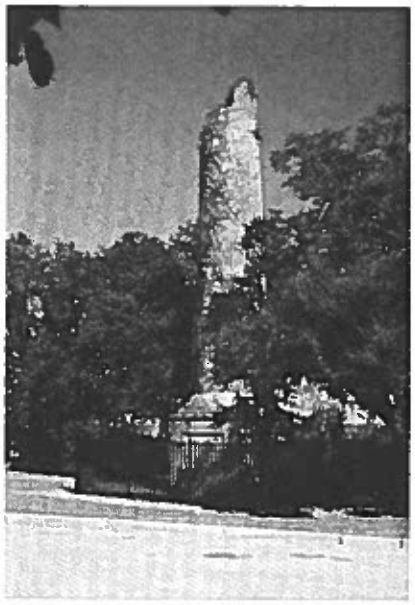
How does the Program work?

The Florida Scenic Highways Program includes a step-by-step process divided into three phases: Eligibility, Designation, and Implementation.

To determine eligibility, documentation that details the merits of the intrinsic resources, the corridor vision and community support is prepared by the Corridor Advocacy Group (CAG), in cooperation with local government.

Once eligibility is determined, the CAG will prepare a Corridor Management Plan (CMP), which represents a comprehensive collection of support data, protection techniques and management strategies for the corridor. Preparing the Corridor Management Plan and assembling a management entity are fundamental requirements for obtaining designation.

Finally, the protection, promotion, enhancement and management techniques outlined in the Corridor Management Plan are put into action during the Implementation Phase.

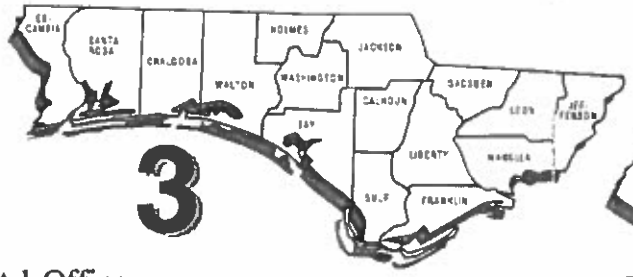


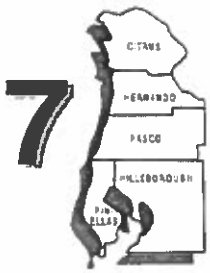
In summary, the Florida Scenic Highways Program offers a unique blend of resource protection and partnering while promoting community pride and recognition of our State's outstanding resources.

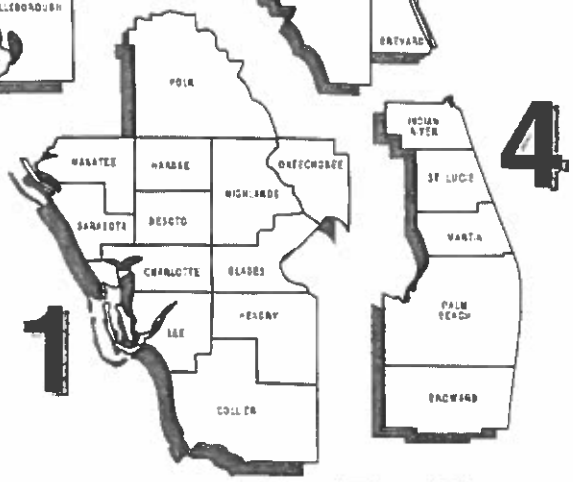
Who to Contact?

For more information regarding the Florida Scenic Highways Program, contact the appropriate District Scenic Highways Coordinator.

Florida Department of Transportation
State Scenic Highways Coordinator
605 Suwannee St., MS #37
Tallahassee, FL 32399-0450
(850) 922-7207







FDOT District 1 Office
Scenic Highways Coordinator
P.O. Box 1249
Bartow, FL 33831-1249
(863) 519-2300

FDOT District 2 Office
Scenic Highways Coordinator
P.O. Box 1089
Lake City, FL 32056-1089
(904) 752-3300

FDOT District 3 Office
Scenic Highways Coordinator
P.O. Box 607
Chipley, FL 32428
(850) 638-0250

FDOT District 4 Office
Scenic Highways Coordinator
3400 W. Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
(954) 486-1400

FDOT District 5 Office
Scenic Highways Coordinator
719 South Woodland Blvd.
Deland, FL 32720-6800
(904) 943-5000

FDOT District 6 Office
Scenic Highways Coordinator
District Center
1000 NW 11th Avenue
Miami, FL 33172
(305) 470-5100

FDOT District 7 Office
Scenic Highways Coordinator
11201 N. Malcolm McKinley Dr.
Tampa, FL 33612
(813) 975-6000

FDOT Turnpike District
Scenic Highways Coordinator
1211 Governors Square Blvd., Suite 400
Tallahassee, FL 32301
(850) 877-7275

FLORIDA SCENIC HIGHWAYS PROGRAM

About the Program

The Florida Scenic Highways Program was established in 1996 to showcase outstanding cultural, historical, archeological, recreational, natural and scenic resources along Florida's highways. The Program is a grass roots effort to heighten awareness of our State's history and intrinsic resources. These intrinsic resources include the cultural, historical, archeological, recreational, natural and scenic qualities valued by Florida residents and the millions of tourists who visit our State each year. The primary intent of the Florida Scenic Highways Program is to designate roadway corridors where in partnership, we can preserve, maintain, protect and enhance intrinsic resources for the traveling public's enjoyment.

U.S. Department of Transportation
Federal Highway Administration

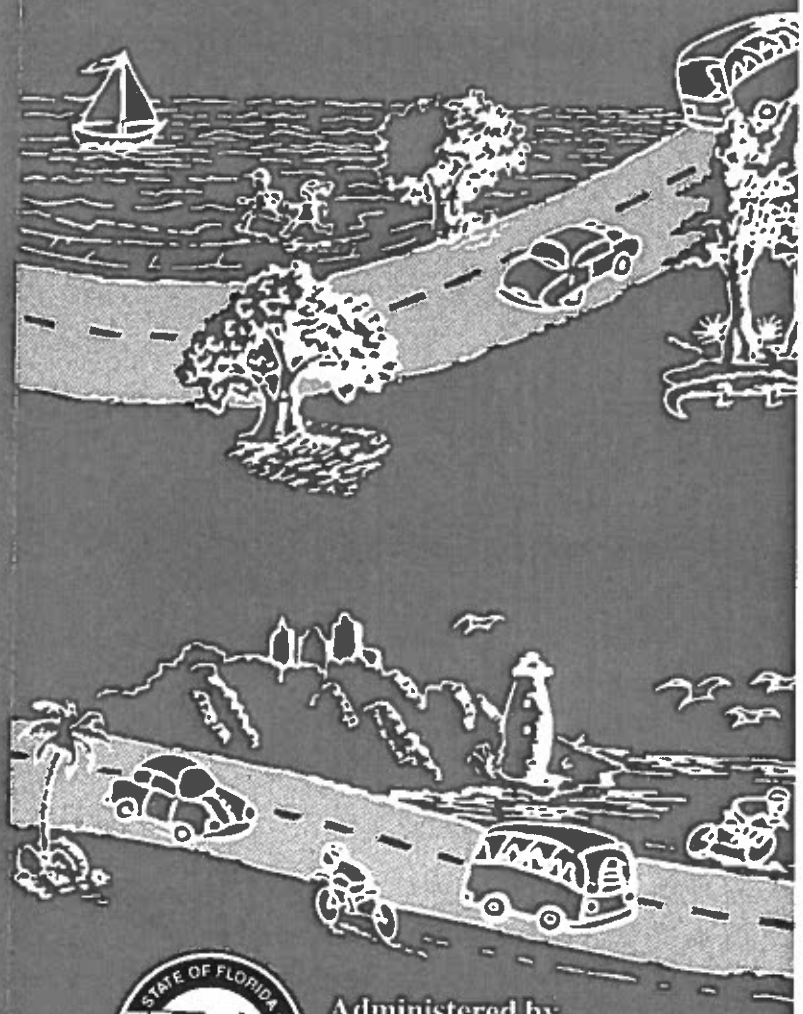
Funding for Program development and support materials provided by the Federal Highway Administration.

Brochure prepared by:
Carter & Burgess, Inc.

Illustrations:
Indian River Lagoon CME
Carter & Burgess

Benefits of the

FLORIDA SCENIC HIGHWAYS PROGRAM



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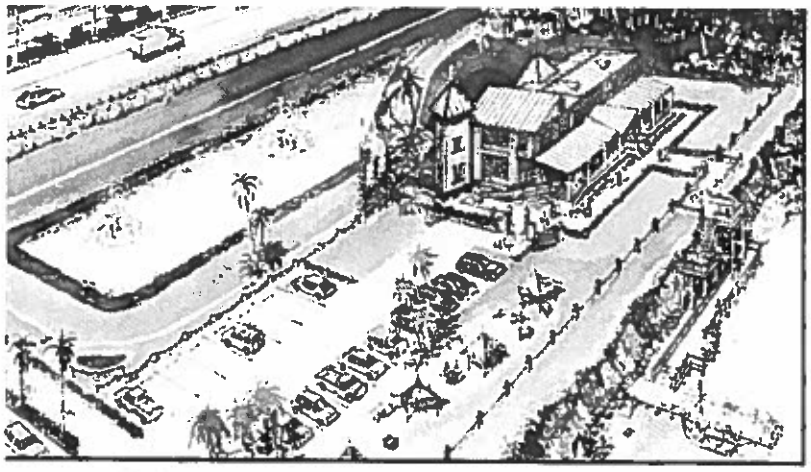


As communities consider applying for designation for their scenic corridors, the question most often asked is... What is the benefit of becoming a Florida Scenic Highway?

This is a good question ...

Designation as a Florida Scenic Highway can benefit a community in several ways. Among these are intrinsic resource protection, community recognition, economic development and tourism, community visioning, partnerships and through recognition an increased "priority" for funding.

In general, designated Florida Scenic Highways benefit from:

- The creation of a Corridor Management Plan. Designation and a corridor management plan provide the opportunity to preserve, maintain, protect and enhance the intrinsic resources identified as significant, exceptional and distinctive to a particular region. It also guides corridor enhancements into the future.
- Recognition of the significance of a corridor's resources.
- An established corridor advocacy group or corridor management entity whose role is to guide and monitor all corridor initiatives and ensure that the corridor resource are preserved, maintained and protected.
- Strong grassroots support for the corridor's designation and community decision making based on community consensus for the corridor's benefit. Locally driven success.
- Increased community pride and promotion of designated corridors as community "show places."
- State and national recognition of corridor on state maps, brochures and through the Florida Scenic Highways Program and National Scenic Byways Program Web Sites.
- A collaborative Marketing Program for designated corridors that provides corridor brochures, maps, and promotion of corridors and their resources.
- Partnering opportunities with state, local and federal agencies for the benefit of corridor based on the Corridor Management Plan.
- A defined Corridor Vision, with established Goals and Objectives for implementing the Vision
- Enhanced tourism.
- Enhancement of local economy.
- Technical assistance in corridor development and in identifying grants and funding opportunities that can fund implementation of corridor activities and action items.
- An increased "priority" in receiving grant funding. Historically, designated corridors have been viewed favorably and received higher grant priority due to their status as designated scenic highways.
- Educational opportunities for visitors on the corridor story and community history.

The benefits of a Florida Scenic Highway designation are increased if a State designated corridor becomes a National Scenic Byway or All-American Road at the National level. These roadways attract national and international travelers, bringing additional recognition and economic benefits to these regions.

Agenda Item

3c

CITY of Palatka FLORIDA

AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, Florida, entering into a Master Consulting Real Estate Services Agreement with Coldwell Banker/ Ben Bates, Inc. (Palatka) for real estate services and authorizing the City Manager to execute the Agreement on behalf of the City of Palatka, Florida.

DEPARTMENT: Finance

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

SUMMARY: On June 13, 2013, the City Commission adopted Resolution 213-9-125 which accepted the Request for Proposal (RFP) for real estate consulting services from Coldwell Banker/Ben Bates, Inc. as the sole respondent and authorized the City Manager to negotiate an agreement for those services. The parties have negotiated an acceptable agreement which is attached hereto. The City Attorney has reviewed and approved the proposed agreement.

RECOMMENDED ACTION: Adopt Resolution 2013-9-141 which adopts a Master consulting Real Estate Services Agreement with Coldwell Banker/Ben Bates, Inc., of Palatka, Florida which authorizes the firm to perform real estate services for the City and authorizes the City Manager to execute the agreement on behalf of the City of Palatka.

DEPARTMENT HEAD	Submitted: Michael Czymbor, City Manager Requested Agenda: Consent	Date: 07-01-13 Date: 07-11-13
FINANCE DEPARTMENT	Budgeted ☐ Yes ☐ No ☒ N/A	Date: 07-01-13
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 7/12/13

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. 2013-9-141

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE EXECUTION OF A MASTER CONSULTING REAL ESTATE SERVICES AGREEMENT WITH COLDWELL BANKER COMMERCIAL/BEN BATES, INC

WHEREAS, on March 15, 2013 the City of Palatka (the **City**) issued Request for Qualifications 13-002 (the **RFQ**) for continuing Professional Real Estate Services; and

WHEREAS, on May 6, 2013 the **City** received one response to the **RFQ** from Coldwell Banker Commercial/Ben Bates, Inc. (**Respondent**), which has been reviewed by the Real Estate Services Evaluation Committee (the **Evaluation Committee**); and

WHEREAS, the **Evaluation Committee** recommended acceptance of the sole response to the **RFQ** and award of bid to **Respondent**; and

WHEREAS, on June 13, 2013 the **City Commission** adopted Resolution 2013-9-125 selecting Coldwell Banker Commercial/Ben Bates, Inc. as sole respondent to RFP #13-002 for Professional Real Estate Consulting Services and authorizing the City Manager to negotiate a master consulting agreement for those services; and

WHEREAS, the City Manager and Coldwell Banker Commercial/Ben Bates, Inc. have met and have satisfactorily negotiated a Master Consulting Real Estate Services Agreement.

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

1. That the Master Consulting Real Estate Services Agreement between the City of Palatka and Coldwell Banker Ben Bates, Inc. is hereby approved and adopted; and

2. That the City Manager is hereby authorized to execute the agreement with Coldwell Banker Ben Bates, Inc. on behalf of the City of Palatka, Florida.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 18th day of July, 2013.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

MASTER CONSULTING REAL ESTATE SERVICES AGREEMENT

THIS MASTER CONSULTING REAL ESTATE SERVICES AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 2013 (the "Effective Date"), by and between **THE CITY OF PALATKA**, with offices located at **201 N. 2nd Street, Palatka, Florida 32177** (hereinafter referred to as either "CITY"), and **Coldwell Banker Ben Bates, Inc**, with offices located at **3400 Crill Ave., Suite #1 Palatka, FL 32177** (hereinafter referred to as "REALTOR"). Collectively, the CITY OF PALATKA and REALTOR are hereinafter referred to as "the Parties" of this agreement.

Witnesseth:

WHEREAS, CITY desires REALTOR to provide certain professional consulting services as described in Exhibit A (RFQ 13-002 PROFESSIONAL REAL ESTATE SERVICES) and in separate Work Orders to be issued hereunder pursuant to the terms and conditions hereinafter set forth.

NOW, THERFORE, the Parties, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and in subsequently issued Work Orders, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, here agree as follows:

1. Provision of Services/Method of Project Authorization

1.1 This Agreement provides the terms upon which CITY may avail itself of the professional consulting services of REALTOR from time to time over the period of time specified hereinafter. An introduction to these services is attached to this Agreement as Attachment A, entitled RFQ13-002 FOR PROFESSIONAL REAL ESTATE SERVICES.

1.2 REALTOR shall provide, in accordance with the RFQ requirements which is attached hereto as Exhibit A, professional real estate consulting services to market and sell the CITY'S properties for the highest and best price and or provide advice and recommendations on any related real estate matter.

1.3 The Services shall be performed by REALTOR utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions (this standard of care does not mean such Services shall be perfect or error free. Other than that as expressly set forth herein, REALTOR makes no warranties or guarantees whatsoever, whether expressed or implied, of merchantability or fitness for a particular purpose, with respect to any services performed under this agreement.

2. *CITY'S Responsibilities*

2.1 City shall provide full information regarding its requirements for the Services and shall arrange for REALTOR, its agents and REALTORs access to the site of work.

2.2 CITY shall designate a representative authorized to act on its behalf with respect to the Services. City's authorized representative shall examine all studies, reports and other documents submitted by REALTOR or furnish information required of CITY and shall render in writing decisions pertaining thereto promptly so as not to delay the progress of REALTOR 's Services.

2.3 CITY shall provide REALTOR, its agent's access to its records to the extent necessary to perform REALTOR's obligations hereunder. If any off-site investigations are required, it shall be CITY's responsibility to secure the required access rights from site owners.

3. *Effective Date and Purpose of Agreement*

THE Effective Date of the Agreement is July 8, 2013. The parties hereto agree that under this Agreement, REALTOR will provide professional real estate services of a specified nature as described in Attachment "1". This is a contract and may be terminated without cause by either party as provided herein.

4. *Compensation and Method of Payment*

4.1 CITY shall compensate REALTOR for the Services on the Basis as set forth in their response to the CITY'S RFQ which is attached hereto as Attachment 1.

4.2 REALTOR shall pay all applicable sales taxes; or the City of Palatka shall provide to REALTOR the tax exemption information, where appropriate.

4.3 REALTOR shall invoice CITY for all Services rendered and incurred pursuant to this Agreement, and each invoice shall be due and payable in accordance with the Florida Prompt Payment Act (Sec. 218.70, et seq., Fla Stats.). CITY shall notify REALTOR in writing of any disputed amount contained in an invoice within thirty (30) business days from the date of invoice; otherwise, all charges shall be deemed acceptable and correct.

4.4 Compensation due REALTOR under this Agreement is due and payable at REALTOR's offices in Palatka, Putnam County, Florida (or at such other location as may be specified by REALTOR in writing).

4.5 If CITY fails to make any payment due REALTOR for Service expenses within forty-five (45) days after the date of an undisputed invoice (or within thirty days after resolution of a disputed invoice), the amounts due REALTOR shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law from the forty fifth (45th) day; and, in addition, REALTOR may, after giving seven (7) days written notice to CITY suspend Services under this Agreement until REALTOR has been paid in full all amounts due for Services and Reimbursable Expenses, including all accrued but unpaid interest, without REALTOR incurring liability due to such suspension.

4.6 CITY in its' sole discretion will determine the method of payment for services under this agreement. These payments may include traditional (payment by check or wire transfer). REALTOR agrees to accept payment by either means and no additional surcharges or fees will be considered or paid to REALTOR. REALTOR will be responsible for credit cards interchange fees.

5. Delays/Charges

5.1 Any delay or default in the performance of any obligation of REALTOR under this Agreement resulting from any cause beyond REALTOR's reasonable control shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of REALTOR as long as performance is delayed or prevented thereby, and the compensation due REALTOR hereunder shall be equitably adjusted.

5.2 During the performance of Services hereunder, CITY shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). In the event that such Changes require the preparation of additional drawings and/or specifications, or require additional services by REALTOR, then, upon completion of such additional services, REALTOR shall be entitled to an equitable increase in compensation for such additional services rendered due to the Changes.

6. Insurance

6.1 REALTOR shall not commence any work in connection with this Agreement until it has obtained all of the following types of insurance and such insurance has been approved by the CITY, and has named the City of Palatka as an additional insured, except for Worker's Compensation Coverage, nor shall REALTOR allow any sub-REALTOR to commence work under this Agreement until all similar insurance required of the Sub-REALTOR has been obtained.

Such insurer shall have a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance authorizing it to write insurance policies in the State of Florida and be doing business in the State of Florida. Insurers shall have at least a Policy Holder Rating of A, and Financial Rating of Class IV as identified in the latest issue of "Bests Key Rating Guide" unless otherwise accepted by the City of Palatka in writing.

6.2 REALTOR's insurance, and the insurance of any other party bound to REALTOR shall be considered primary. The City of Palatka 's insurance, if any, shall be considered excess, as may be applicable to claims which arise out of indemnifications, insurance, certificates of insurance and any additional insurance provisions of this agreement.

6.3 Loss Deductible

The City of Palatka shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of REALTOR.

6.4 Sub-REALTOR's Insurance

REALTOR shall require each of its sub REALTORs to procure and maintain, during the life of the subcontract, insurance of the types specified in this Article or insure the activities of its sub REALTORs as required in this Section 8.

6.5 Certificate of Insurance

The CITY shall be furnished proof of insurance coverage as follows.

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date;
- Statement that the insurer will mail notice to the City of Palatka and a copy to REALTOR at least thirty (30) days prior to any material changes to provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the City of Palatka and such Certificate shall clearly state all the coverage required in this Section 8.
- If requested by the City of Palatka, REALTOR and all subcontractors/sub-REALTORs shall furnish complete copies of all insurance policies, forms and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of polices by the City of Palatka or by any of its representatives which indicate less coverage that required by this agreement does not constitute a waiver of REALTOR's obligations to fulfill the requirements of this Article.

6.6 Workers' Compensation Insurance

REALTOR shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement, and in the event any work is subcontracted, REALTOR shall require the sub-REALTOR similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by REALTOR , REALTOR may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the City of Palatka in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation law. In case any class of work conducted under this agreement is not protected under this agreement the Workers' Compensation statute, REALTOR shall provide adequate insurance, satisfactory to the City of Palatka for the protection of employees not otherwise protected.

6.7 Liability Insurance

REALTOR shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the CITY from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by REALTOR and the amount of such insurance shall be minimum limits as follows:

- Commercial General Liability:
    - Minimum Coverage is $1,000,000 per occurrence
    - Coverage shall include premises, operations, products, completed operations, independent contractors contractual liability covering this agreement, contracts and leases, broad form properly damage coverage, personal injury and bodily injury.

  If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.

- Commercial Automobile Liability
    - Minimum Coverage is $500,000 per occurrence
    - Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

6.8 Professional Liability Insurance

During the term of this Agreement, REALTOR will carry Errors and Omission insurance which will cover liability for any claim or non-performance on account of any error, omission, or other provable negligence caused by REALTOR. The amount of insurance shall not be less than $1,000,000 per occurrence and aggregate. The CITY may require a higher limit as mutually agreed with REALTOR for specific Work Orders.

9.0 Termination/Suspension

9.1 This Agreement may be terminated without cause by either party upon fifteen (15) days written notice. In the event of termination, REALTOR shall be compensated, as provided herein, for Services performed through the date of receipt of such written notice of termination, together with Reimbursable Expenses then due.

10. Use of Documents and Electronic Deliverables

10.1 All Documents and Electronic Deliverables created by REALTOR during the term of this agreement shall become property of the CITY.

10.2 Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as "hard copies") that are signed and sealed by REALTOR. Electronic files of text, data, graphics, or other types that are furnished by REALTOR ("Electronic Deliverables") to CITY are only for convenience of CITY. Any conclusion or information obtained or derived from such Electronic Deliverables shall be at the CITY's sole risk. If there is a discrepancy between the Electronic Deliverables and the hard copies, the hard copies govern.

10.3 CITY agrees that it shall perform acceptance tests or procedures on the Electronic Deliverables within the ninety (90) day acceptance period and such errors shall be corrected by REALTOR. In the event that CITY does not inform REALTOR of any errors within the ninety (90) day acceptance period, CITY shall be deemed to have accepted the Electronic Deliverables and REALTOR shall not be responsible

to cure any errors thereafter. REALTOR shall not be responsible to maintain documents stored in EODM format after CITY acceptance.

10.4 When transferring Electronic Deliverables, REALTOR makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operation systems, or computer hardware differing from those used by REALTOR at the beginning of this Project.

11. Indemnification

11.1 REALTOR agrees to indemnify, hold harmless the CITY, its commissioners, mayor, officers and employees from, and against liability and expense, including reasonable attorney's fees, in connection with claims, demands, damages, actions, causes of action, and suits in equity of, including claims for personal injury, property damage, equitable relief, or loss of use to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of REALTOR, in the performance of this Agreement. REALTOR's liability hereunder shall include all attorney's fees and costs incurred by CITY in the enforcement of this indemnification provision. This includes claims made by the employees of REALTOR against the CITY, and REALTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statues. The obligations contained in this provision shall survive termination of the Agreement.

Subject to the limitation set forth in this Section, REALTOR shall assume control of any claim asserted by a third party against the CITY due to the negligence, recklessness, or intentionally wrongful conduct of REALTOR, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by REALTOR and, in connection with such defense, shall appoint lead counsel, in each case at REALTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving REALTOR of any of its obligations hereunder. If REALTOR assumes control of the defense of any third party claim in accordance with this paragraph, REALTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, REALTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees, if (i) an adverse determination with respect to the CITY's reputation, (ii) the third party claim seeks an injunction or equitable relief against the CITY; or (iii) REALTOR has failed or is failing to prosecute or defend vigorously the third party claim.; Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in conjunction wherewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statues, as amended. REALTOR expressly agrees that it will not claim, and waives any claim, that this indemnification shall be construed as to waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

11.2 REALTOR's Status as an Independent Contractor

That status of REALTOR under this Agreement is that of an independent contractor. Nothing in this agreement shall create or be construed as creating a partnership between the CITY and REALTOR, nor shall REALTOR be an agent of the City of Palatka.

11.3 Waiver of Subrogation

The CITY and REALTOR waive all rights against each other for damages caused by perils covered by insurance provided under this "Agreement to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance held by the CITY and REALTOR as trustees. REALTOR shall require similar waivers from all sub-REALTORs and their subcontractors and suppliers.

The CITY and REALTOR waive all rights against each other for loss or damage to any equipment used in connection with performance under this Agreement and covered by any property insurance. REALTOR shall require similar waivers from all sub-REALTORs and their subcontractors and suppliers.

If the insurance policies referred to in Section 8 above require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such polices will cause them to be so endorsed; failure to obtain endorsement nullifies the waiver of subrogation.

12. Equal Opportunity Employer

REALTOR is an equal opportunity employer. REALTOR does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era or disabled individuals.

13. Contingent Fees

REALTOR warrants that it has not employed or retained any person or entity, other than bona fide employees working solely for REALTOR , whose fee, commission, percentage, gift, or other consideration from REALTOR is contingent upon, or results from, that person's or entity's procuring this Agreement.

14. Construction

This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Florida (but excluding the choice of law rules thereof)

15. Waiver of Jury trial

CITY and REALTOR hereby knowingly, voluntarily, and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. All disputes under this agreement will be adjudicated in Putnam County, FL.

16. Dispute Costs

In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all reasonable costs, expensed and attorneys' fees, as determined by a court of competent jurisdiction, which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings may be brought, as well as at every state of any such proceedings from the time such dispute first arises through trial, or other proceedings and all appellate process.

17. Successors and Assigns

Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors and assigns.

18. Entire Agreement

This Agreement and the Attachments hereto set forth the entire agreement between the Parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon CITY or REALTOR unless reduced to wiring and signed by both Parties.

The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit construe or describe scope or intent of any paragraph nor in any way affect this Agreement.

19. Partial Invalidity

If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. Notices

Any notice, demand, request or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent by United States Certified or Registered Mail; postage prepaid, or sent by reputable overnight courier service and shall be addressed to either party at the address as hereinabove given. Any notice shall be deemed delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles, return receipt requested, or one (1) day after depositing such notice with a reputable overnight courier service. Either party may designate such other address as shall be given by written notice.

Notices shall be proved to the following:

To CITY:
Mr. Michael J. Czymbor
City of Palatka
102 N. 2nd Street
Palatka, FL 32177

To REALTOR:
Ben Bates, President
Coldwell Banker Ben Bates, Inc
3400 Crill Avenue, Suite # 1
Palatka, FL 32177

21. No Partnership

Nothing contained in this Agreement shall, or shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint ventures, co-adventurers, or partners between CITY and REALTOR, and they are and shall remain independent contractors one as to the other.

22. Counterparts

This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the Parties hereto.

23. Additional Provisions

23.1 Service to City: REALTOR will not act as REALTOR for the development of any real, private property within the current boundaries of the City of Palatka without prior written consent from CITY.

IN WITNESS WHEREOF. The Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

CITY
CITY OF PALATKA

By: _____

Typed Name: Michael J. Czymbor

Title: City Manager

Attest:

By: _____

Typed Name: Betsy Jordan Driggers

Title: City Clerk

APPROVED AS TO FORM

_____
Donald Holmes, City Attorney

"REALTOR"
REALTOR, INC.

By: _____

Typed Name: Ben Bates

Title: President

Attest:

By: _____

Typed Name: Linda Gason

Title: _____

[COPORATE SEAL, optional]

Agenda Item

4

CITY COMMISSION AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, Florida, setting the tentative millage rate for the 2013/14 Budget Year -- 9.1749 mills proposed – per 2013 TRIM Calendar

DEPARTMENT: **Admin/City Manager**

ATTACHMENTS: ___ Ordinance _X_ Resolution ___ Motion
___ Support Documents _X_ Other – Form DR420

SUMMARY: The FY 2012/13 Budget Year TRIM calendar dictates that each taxing authority shall have a proposed millage rate set and reported by August 4, 2013. The proposed millage rate is reported to the State Department of Revenue on the attached DR-420 as part of the TRIM process. Please note that, once the proposed millage rate is set by the Commission, the final adopted millage rate can be lower, but it cannot be higher than the proposed millage rate. The final rate will be set in September, upon adoption of the City's budget. Proposed Budget Hearing dates are September 12 (1st hearing) and September 26 (2nd/final hearing/adoption)

Staff has submitted a preliminary budget based upon a millage rate of 9.1749 mills, which represents no increase or decrease over the FY 2012/13 rate. The rollback rate for the 2013-14 Fiscal Year is 9.239 mills.

RECOMMENDED ACTION: Adopt Resolution No. 2013-9-14 to set the proposed millage rate for the FY 2013/14 Budget per TRIM Calendar requirements. Staff has proposed a tentative millage rate of 9.1749 mills, which represents no increase or decrease over last year's rate.

DEPARTMENT HEAD	Submitted: Michael Czymbor, City Mgr.	Date: 07-09-12
	Requested Agenda Regular	Date: 07-11-12
FINANCE DEPARTMENT	Budgeted X Yes ___No ___N/A	Date: 7/12/13
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 7/11/13

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

RESOLUTION No. 2013 – 9 - 142

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, ADOPTING THE TENTATIVE MILLAGE RATE OF 9.1749 MILLS FOR THE LEVYING OF AD VALOREM TAXES FOR THE FISCAL YEAR 2013-2014 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Property Appraiser of Putnam County, Florida has certified the gross taxable value for operating purposes not exempt from taxation within the corporate limits of the City of Palatka as **$362,239,169** through DR 420-Ex "A"; and

WHEREAS, the City Commission of the City of Palatka, Florida, has tentatively set forth the appropriations and revenue estimates for the Budget for the Fiscal Year 2013-2014 in the amount of **$11,394,955**; and

WHEREAS, the rollback millage rate is **9.2390** mills; and

WHEREAS, a tentative millage rate in the amount of **9.1749** mills is the same as the prior year operating millage rate; and

WHEREAS, the City Commission of the City of Palatka has determined that a tentative millage rate in the amount of **9.1749** mills is necessary to support said appropriations; and

WHEREAS, the City Commission of the City of Palatka has determined therefore that it is in the best interest of the public welfare to adopt a tentative millage rate in the amount of **9.1749** mills.

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

1. The Fiscal Year 2013-2014 tentative operating millage rate is **9.1749** mills which is **.69%** less than the rolled back rate of **9.2390**.
2. The voted debt service millage is **0** mills.
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND RESOLVED by the City Commission of the City of Palatka, Florida this 18th day of July, 2013.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS:

_____

CITY ATTORNEY

FLORIDA DEPARTMENT OF REVENUE

Reset Form | Print Form

CERTIFICATION OF TAXABLE VALUE

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2013	County: PUTNAM
Principal Authority: CITY OF PALATKA	Taxing Authority: CITY OF PALATKA

SECTION I: COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	$ 313,484,235			(1)
2.	Current year taxable value of personal property for operating purposes	$ 47,816,363			(2)
3.	Current year taxable value of centrally assessed property for operating purposes	$ 938,571			(3)
4.	Current year gross taxable value for operating purposes *(Line 1 plus Line 2 plus Line 3)*	$ 362,239,169			(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	$ 458,927			(5)
6.	Current year adjusted taxable value *(Line 4 minus Line 5)*	$ 361,780,242			(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	$ 364,305,909			(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	☑ YES	☐ NO	Number 3	(8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, *Certification of Voted Debt Millage* forms attached. If none, enter 0	☐ YES	☑ NO	Number 0	(9)

SIGN HERE	**Property Appraiser Certification**	I certify the taxable values above are correct to the best of my knowledge.
	Signature of Property Appraiser: Electronically Certified by Property Appraiser	Date: 7/1/2013 1:44 PM

SECTION II: COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy *(If prior year millage was adjusted then use adjusted millage from Form DR-422)*	9.1749	per $1,000	(10)
11.	Prior year ad valorem proceeds *(Line 7 multiplied by Line 10, divided by 1,000)*	$ 3,342,470		(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value *(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)*	$ 0		(12)
13.	Adjusted prior year ad valorem proceeds *(Line 11 minus Line 12)*	$ 3,342,470		(13)
14.	Dedicated increment value, if any *(Sum of either Line 6b or Line 7e for all DR-420TIF forms)*	$ 0		(14)
15.	Adjusted current year taxable value *(Line 6 minus Line 14)*	$ 361,780,242		(15)
16.	Current year rolled-back rate *(Line 13 divided by Line 15, multiplied by 1,000)*	9.2390	per $1000	(16)
17.	Current year proposed operating millage rate	9.1749	per $1000	(17)
18.	Total taxes to be levied at proposed millage rate *(Line 17 multiplied by Line 4, divided by 1,000)*	$ 3,323,508		(18)

Continued on page 2

19.	TYPE of principal authority (check one)	☐ County ☑ Municipality	☐ Independent Special District ☐ Water Management District	(19)
20.	Applicable taxing authority (check one)	☑ Principal Authority ☐ MSTU	☐ Dependent Special District ☐ Water Management District Basin	(20)
21.	Is millage levied in more than one county? (check one)	☐ Yes	☑ No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs STOP **STOP HERE - SIGN AND SUBMIT**

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. *(The sum of Line 13 from all DR-420 forms)*	$ 3,342,470	(22)
23.	Current year aggregate rolled-back rate *(Line 22 divided by Line 15, multiplied by 1,000)*	9.2390 per $1,000	(23)
24.	Current year aggregate rolled-back taxes *(Line 4 multiplied by Line 23, divided by 1,000)*	$ 3,346,728	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. *(The sum of Line 18 from all DR-420 forms)*	$ 3,323,508	(25)
26.	Current year proposed aggregate millage rate *(Line 25 divided by Line 4, multiplied by 1,000)*	9.1749 per $1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate *(Line 26 divided by Line 23, minus 1, multiplied by 100)*	-0.69 %	(27)

First public budget hearing	Date :	Time :	Place :
	9/12/2013	6:00 PM	201 North 2nd Street, Palatka, Florida 32177

SIGN HERE

Taxing Authority Certification

I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.

Signature of Chief Administrative Officer :	Date :
Title : MICHAEL CZYMBOR, CITY MANAGER	Contact Name and Contact Title : MICHAEL CZYMBOR, CITY MANAGER
Mailing Address : 201 N 2ND ST	Physical Address : 201 N 2ND ST
City, State, Zip : PALATKA, FL 32177	Phone Number : 3863290104 / Fax Number : 3863290106

Instructions on page 3

CERTIFICATION OF TAXABLE VALUE
INSTRUCTIONS

"Principal Authority" is a county, municipality, or independent special district (including water management districts).

"Taxing Authority" is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check "Yes" if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. "Dependent special district" (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

"Independent special district" (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

"Non-voted millage" is any millage not defined as a "voted millage" in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

Agenda Item

5

CITY COMMISSION AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, awarding the bid for a 58 month, $1 buyout lease for a fleet of new turf maintenance equipment to Beard Equipment in the amount of $175,522.34, required monthly payments to be included in the FY2013-2014 budget and subsequent budgets, as required, and authorizing the execution of the lease/purchase agreement with John Deere Financial/Deere Credit, Inc. in connection therewith, said lease to commence October 1, 2013.

DEPARTMENT: **Golf Course**

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

SUMMARY: The City has an existing lease for used turf equipment that will expire in September 2013. On May 23, 2013, the City of Palatka issued an RFP for the lease of a fleet of new golf maintenance equipment. There were three responses to the RFP. They were received from the distributors of Toro, Jacobson, and John Deere. The proposals were reviewed to ensure that they met the RFP specifications and were competitive in nature. BWGD Management requests that the City award the bid to Beard Equipment (John Deere) and authorize the execution of the lease/purchase agreement with John Deere Finance in connection therewith, said lease to commence October 1, 2013 and continue for a 58-month term. Lease terms are the same as the existing lease and the City will own the equipment outright at the end of the lease. Required monthly payments are included in the proposed FY2014 budget. No meaningful increase for equipment related costs will occur. Please see the attached staff report.

RECOMMENDED ACTION: **Adopt Resolution 2013-9-**143 awarding the bid for the leasing of turf maintenance equipment to Beard Equipment in the amount of $175,522.34 and authorizing the execution of a lease/purchase agreement with John Deere Financial/Deere Credit, Inc. in connection therewith.

DEPARTMENT HEAD	Submitted: BWGD Golf Management Requested Agenda Regular	Date: 07/10/13 Date: 07/18/13
FINANCE DEPARTMENT	Budgeted X Yes ___No ___N/A	Date: 7/11/13
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 7/11/13

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

RESOLUTION NO. 2013 – 9 - 143

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AWARDING A BID FOR THE LEASE/PURCHASE OF TURF MAINTENANCE EQUIPMENT FOR THE PALATKA GOLF CLUB TO BEARD EQUIPMENT IN THE AMOUNT OF $175,522.34; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE-PURCHASE FINANCE AGREEMENT WITH DEERE CREDIT INCORPORATED; AUTHORIZING THE LEASE/PURCHASE OF TURF MAINTENANCE EQUIPMENT FOR THE PALATKA GOLF CLUB THEREUNDER; AUTHORIZING THE EXECUTION OF SUCH OTHER DOCUMENTS AS MAY BE NECESSARY TO COMPLETE THE TRANSACTIONS CONTEMPLATED HEREBY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palatka issued a Request for Proposals to solicit bids for the lease of a fleet of new golf course equipment, to which the City received three responses; and

WHEREAS, after a review of the proposals, it has been determined that Beard Equipment, a distributor of John Deere Equipment, has submitted the lowest and most responsive bid; and

WHEREAS, the Palatka City Commission has determined that the award of the bid for golf course turf maintenance equipment to Beard Equipment in the amount of $175,522.34, to be purchased through a 58-month lease/purchase agreement with Deere Credit, Inc., is in the best interest of the City of Palatka and its inhabitants.

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

Section 1. Findings. It is hereby ascertained, determined and declared that:

(a) The City hereby awards the bid for the lease/purchase of a new fleet of turf maintenance equipment to Beard Equipment in the amount of $175,522.34; and

(b) The City deems it necessary, desirable and in the best financial interest of the City and its inhabitants that it enter into an agreement with Deere Credit, Inc. (the "Obligee"), to provide for the lease and purchase of turf maintenance equipment essential to the governmental, municipal or public purposes or functions of the City or to the services the City provides its inhabitants.

(c) The City has an immediate need for turf maintenance equipment for the welfare of its citizens, and it is in the best financial interest of the City that the Equipment be acquired pursuant to the Lease/Purchase Agreement.

(d) The City is authorized and empowered by the Constitution and laws of the State of Florida, including particularly Chapter 166, Florida Statutes, and other applicable provisions of law (the "Act").

(e) The City is authorized and empowered by the Act to enter into transactions such as those contemplated by the Government Obligation Contract and to fully perform its obligations thereunder in order to acquire the Equipment.

(f) The turf maintenance equipment and lease financing is being purchased pursuant to State of Florida contract pricing; therefore no separate competitive bid process is required.

Section 2. Authorization of Execution and Delivery of Government Obligation Contract. The Lease/Purchase Agreement, substantially in the form attached hereto, with such omissions, insertions and variations as may be approved on behalf of the City by the City Manager, such approval to be evidenced conclusively by the City Manager's execution thereof, is hereby approved and authorized. The City hereby authorizes and directs the City Manager and City Clerk to execute and attest the Lease/Purchase Agreement and deliver the same to the Lessor. All of the provisions of the Lease/Purchase Agreement, when executed, dated and delivered by or on behalf of the City as authorized herein and by or on behalf of the Lessor, shall be deemed to be part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

Section 3. Authorization of Leases of the Equipment. The lease of the Equipment pursuant to the contract agreement, as set forth on and described in the Lease Agreement (together with the Equipment described and associated therewith under Exhibit A), is hereby approved. The City hereby authorizes and directs the City Manager and City Clerk to execute and attest and deliver the same to the Lessor. All of the Schedules, as well as the Certificate of Acceptance, when executed, dated and delivered by or on behalf of the City as authorized herein and by or on behalf of the Lessor, shall be deemed to be part of this Resolution as fully and to the same extent as if incorporated verbatim herein.

Section 4. General Authority. The City Manager, the City Clerk and the officers, attorneys and other agents and employees of the City are hereby authorized to do 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 Lease/Purchase Agreement and Exhibits, and they are hereby authorized to execute and deliver all

certificates and documents which shall reasonably be required by the Lessor to effectuate the transactions described herein, including without limitation the documents described in Exhibit A, the Payment Schedule, the Certificate of Acceptance and Certificate of Incumbency.

Section 5. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of the Resolution shall 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, then such covenants, agreements and provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions of this Resolution, and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof.

Section 6. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED by the Palatka City Commission this 18th day of July, 2013.

CITY OF PALATKA

By:_____
Its MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND CONTENTS:

_____
CITY ATTORNEY

EXHIBIT "A"

JOHN DEERE FINANCIAL

John Deere Financial
6400 NW 86th Street, P.O. Box 6600
Johnston, IA 50131-6600 USA

10 July 2013

Application # 114922

CITY OF PALATKA
Attn: Michael Czymbor

We would like to take this opportunity to thank you for doing business with John Deere Financial.
Enclosed are the lease documents requested. All documents indicated below need to be completed, signed and dated.

Please do not use white out on any of the documents as it will be considered void.
Sign and date under the signature section

- ☐ Master Lease Agreement/Master Lease Purchase Agreement
- ☐ All Addendums to the Master Lease Agreement/Master Lease Purchase Agreement
- ☐ Co-Lessee Addendum to the Master Lease Agreement
- ☒ Master Lease Schedule
- ☐ Co-Lessee Addendum to the Lease Schedule
- ☐ Equipment Return Provisions
- ☐ Delivery and Acknowledgement
- ☐ Property Tax Acknowledgement or Property Tax Acknowledgement Addendum
- ☒ Amortization Schedule
- ☒ Please have your legal counsel prepare the Opinion of Lessee's Counsel Document on their letterhead, then sign and return with the other signed documents.
- ☒ Complete Agency Information, sign and date the Customer Responsibility for Physical Damage Insurance form
- ☒ Please return a copy of your Insurance Certificate with your documents
- ☐ Staple a check in the amount of $ to the Advance Lease Payment Invoice.
  Place on top of all documents in the return envelope
- ☐ Complete and sign the Automatic Payment Authorization form and attach a voided check. All future payments will be automatically deducted from your account on the of the month, beginning
- ☒ You are currently on our Direct Pay-recurring system to have your lease payment(s) automatically deducted from your account. You will not need to send a check for the advance lease payment as indicated on the Lease Schedule. The advance lease payment and any additional payments needed to bring this lease current will be deducted from your account upon lease acceptance.
- ☒ Please return a copy of your Tax Exemption Certificate with your documents
- ☐

- ☒ **PLEASE MAKE A COPY OF ALL THESE DOCUMENTS FOR YOUR RECORDS.**
- ☒ **PLEASE RETURN ALL THE ORIGINAL, SIGNED DOCUMENTS TO DEERE CREDIT, INC.**

All original documents must be completed and returned by July 17, 2013, to preserve your pricing structure.

If you choose to return the documents by an overnight carrier, please use the following address below

Deere Credit, Inc.
Attn: Lease Administration
6400 NW 86th St
Johnston, IA 50131-6600

Thank you for your business and cooperation. If you have any questions please feel free to contact us.
Lease Administration888-777-2560

JOHN DEERE FINANCIAL

Lease Schedule

Lease Schedule No.	020-0057199-001
Master Lease Agreement No.	0057199

Lessee: (Name & Address)	CITY OF PALATKA 201 N 2ND ST, , PALATKA, FL 32177
Lessor:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LEASE TERM

Lease Term Start Date	Lease Term End Date	# Of Payments	Lease Payment	Sales/Use Tax	Total Lease Payment	Purchase Option
08/01/2013	08/01/2018	58	$3,026.23	$0.00	$3,026.23	$1.00

PAYMENT TERMS			PAYMENT DUE AT SIGNING	
Due Date	1st Payment Due Date	Billing Period	Advance Lease Payment	**$3,026.23
01	10/01/2013	☑ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual SKIP: AUG SEP 2013	**Advance Lease Payment includes the first 0 and last 0 Lease Payment(s)	

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and co nditions set forth in the Master Agreement an d any amendment, addendum, schedule or attachment thereto or hereto including, but not limited to, the Maintenance Addendum are hereby incorporated into and made a part of this Schedule.

Lease Payments. You agree to remit th e Lease Payments (and applicable sales, use and p roperty taxes) on the dates noted above and all other amount s when due to: DEERE CREDIT, INC., P.O. B ox 4450, Carol Stream, IL 60197-4450.

Purchase Option. You may purchase the Equipment at the en d of the Lease Term for $1, provided (1) you are not in default, and (2) we receive all amounts y ou owe us on or before the Leas e Term End Da te (the "Purchase Option"). Upon e xercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such Item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

Representations and Warranties. You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (incl uding all man ufacturer manuals and instructions) has been delivered to, and e xamined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the w ritten warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) t he Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agre e that: (1) we did not select, ma nufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights an d remedies conferred upon a lessee under Article 2A of the Uniform Commercial Code.

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE	LESSOR
CITY OF PALATKA 201 N 2ND ST PALATKA, FL 32177	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By: ➡ _____ MICHAEL CZYMBOR, CITY MANAGER	By: _____
Date: ➡ _____	Title: _____ Date: _____

Lease Schedule – Equipment List

Supplier (Name & Address)	BEARD EQUIPMENT COMPANY 2459 NORTH BELTLINE HWY, MOBILE, AL 36617

EQUIPMENT INFORMATION

Year	Make	Model	Equipment Description	Serial Number	Hour Meter	Hour Limit	Excess Hour Charge	Payment	Purchase Option
2013	JD	2500	PRECISION CUT GREENS MOWER	1TC250BGEDT070327				$490.67	$1.00
2013	JD	2500	PRECISION CUT GREENS MOWER	1TC250BGLDT070325				$434.49	$1.00
2013	JD	2500	PRECISION CUT GREENS MOWER	1TC250BGTDT070329				$434.49	$1.00
2013	JD	CUT	11-BLADE CUTTING UNITS	CUT 01				$112.37	$1.00
2013	JD	2020A	PROGATOR	1TC202ATCDT070409				$318.37	$1.00
2013	JD	HD200	SELECTSPRAY SPRAYER	1TC200GXJDT070164				$187.28	$1.00
2013	JD	TX	TURF GATOR	1M0TURFJJDM081167				$132.97	$1.00
2013	JD	TX	TURF GATOR	1M0TURFJEDM081162				$132.97	$1.00
2013	JD	Z950R	COMMERCIAL Z TRACK MOWER	1TC950RCTDT010648				$177.91	$1.00
2013	JD	1200A	BUNKER RAKE	1TC1200ALDT200445				$196.64	$1.00
2013	NTC	181	NEARY SPIN RELIEF GRINDER	TBD				$300.49	$1.00
2013	NTC	200	NEARY MANUAL BEDKNIFE GRINDER	TBD				$107.58	$1.00

Equipment Location	201 N 2ND ST, PALATKA, FL, 32177	OUTSIDE city limits: ☐	PUTNAM COUNTY

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

LESSEE
CITY OF PALATKA
201 N 2ND ST
PALATKA, FL 32177

By: ➡ _____
MICHAEL CZYMBOR, CITY MANAGER

Date: ➡ _____

LESSOR
DEERE CREDIT, INC.
6400 NW 86th ST, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Title: _____ Date: _____

Federal/State Agency and Indian Tribe Claim for Exemption of State and Local Sales/Use Tax

Purchaser

Name: CITY OF PALATKA

Address: 201 N 2ND ST, PALATKA, FL 32177

ID Number (If Applicable): _____

Seller

Name: Deere Credit Inc.

Address: 6400 NW 86th St. Johnston, IA 50131

Exemption Number (if applicable): _____

Reason for Exemption: MUNICIPALITY

Description of Item Being Purchased: TURF MAINTENANCE

By signing below, purchaser certifies that the items being purchased are exempt from state and local sales tax.

By: _____

Title: _____

Date: _____

Telephone Number: _____

JOHN DEERE FINANCIAL

Amortization Schedule

Lease Schedule No.	020-0057199-001
Master Lease-Purchase Agreement No.	0057199

Lessee: (Name & Address)	CITY OF PALATKA 201 N 2ND ST, PALATKA, FL 32177
Lessor:	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600
Nominal Annual Rate:	3.30%

Payment Number:	Date:	Lease Payment:	Interest:	Principal:	Remaining Balance:
Loan	08/01/2013				161,590.00
1	08/01/2013	0.00	0.00	0.00	161,590.00
2	09/01/2013	0.00	444.37	444.37-	162,034.37
3	10/01/2013	3,026.23	445.59	2,580.64	159,453.73
4	11/01/2013	3,026.23	438.50	2,587.73	156,866.00
5	12/01/2013	3,026.23	431.38	2,594.85	154,271.15
2013 Totals		9,078.69	1,759.84	7,318.85	
6	01/01/2014	3,026.23	424.25	2,601.98	151,669.17
7	02/01/2014	3,026.23	417.09	2,609.14	149,060.03
8	03/01/2014	3,026.23	409.92	2,616.31	146,443.72
9	04/01/2014	3,026.23	402.72	2,623.51	143,820.21
10	05/01/2014	3,026.23	395.51	2,630.72	141,189.49
11	06/01/2014	3,026.23	388.27	2,637.96	138,551.53
12	07/01/2014	3,026.23	381.02	2,645.21	135,906.32
13	08/01/2014	3,026.23	373.74	2,652.49	133,253.83
14	09/01/2014	3,026.23	366.45	2,659.78	130,594.05
15	10/01/2014	3,026.23	359.13	2,667.10	127,926.95
16	11/01/2014	3,026.23	351.80	2,674.43	125,252.52
17	12/01/2014	3,026.23	344.44	2,681.79	122,570.73
2014 Totals		36,314.76	4,614.34	31,700.42	
18	01/01/2015	3,026.23	337.07	2,689.16	119,881.57
19	02/01/2015	3,026.23	329.67	2,696.56	117,185.01
20	03/01/2015	3,026.23	322.26	2,703.97	114,481.04
21	04/01/2015	3,026.23	314.82	2,711.41	111,769.63
22	05/01/2015	3,026.23	307.37	2,718.86	109,050.77
23	06/01/2015	3,026.23	299.89	2,726.34	106,324.43
24	07/01/2015	3,026.23	292.39	2,733.84	103,590.59
25	08/01/2015	3,026.23	284.87	2,741.36	100,849.23
26	09/01/2015	3,026.23	277.34	2,748.89	98,100.34
27	10/01/2015	3,026.23	269.78	2,756.45	95,343.89
28	11/01/2015	3,026.23	262.20	2,764.03	92,579.86
29	12/01/2015	3,026.23	254.59	2,771.64	89,808.22
2015 Totals		36,314.76	3,552.25	32,762.51	
30	01/01/2016	3,026.23	246.97	2,779.26	87,028.96
31	02/01/2016	3,026.23	239.33	2,786.90	84,242.06
32	03/01/2016	3,026.23	231.67	2,794.56	81,447.50
33	04/01/2016	3,026.23	223.98	2,802.25	78,645.25
34	05/01/2016	3,026.23	216.27	2,809.96	75,835.29
35	06/01/2016	3,026.23	208.55	2,817.68	73,017.61
36	07/01/2016	3,026.23	200.80	2,825.43	70,192.18
37	08/01/2016	3,026.23	193.03	2,833.20	67,358.98
38	09/01/2016	3,026.23	185.24	2,840.99	64,517.99
39	10/01/2016	3,026.23	177.42	2,848.81	61,669.18
40	11/01/2016	3,026.23	169.59	2,856.64	58,812.54
41	12/01/2016	3,026.23	161.73	2,864.50	55,948.04
2016 Totals		36,314.76	2,454.58	33,860.18	
42	01/01/2017	3,026.23	153.86	2,872.37	53,075.67

43	02/01/2017	3,026.23	145.96	2,880.27	50,195.40
44	03/01/2017	3,026.23	138.04	2,888.19	47,307.21
45	04/01/2017	3,026.23	130.09	2,896.14	44,411.07
46	05/01/2017	3,026.23	122.13	2,904.10	41,506.97
47	06/01/2017	3,026.23	114.14	2,912.09	38,594.88
48	07/01/2017	3,026.23	106.14	2,920.09	35,674.79
49	08/01/2017	3,026.23	98.11	2,928.12	32,746.67
50	09/01/2017	3,026.23	90.05	2,936.18	29,810.49
51	10/01/2017	3,026.23	81.98	2,944.25	26,866.24
52	11/01/2017	3,026.23	73.88	2,952.35	23,913.89
53	12/01/2017	3,026.23	65.76	2,960.47	20,953.42
2017 Totals		36,314.76	1,320.14	34,994.62	
54	01/01/2018	3,026.23	57.62	2,968.61	17,984.81
55	02/01/2018	3,026.23	49.46	2,976.77	15,008.04
56	03/01/2018	3,026.23	41.27	2,984.96	12,023.08
57	04/01/2018	3,026.23	33.06	2,993.17	9,029.91
58	05/01/2018	3,026.23	24.83	3,001.40	6,028.51
59	06/01/2018	3,026.23	16.58	3,009.65	3,018.86
60	07/01/2018	3,026.23	8.30	3,017.93	0.93
61	08/01/2018	1.00	0.07	0.93	0.00
2018 Totals		21,184.61	231.19	20,953.42	
Grand Totals		175,522.34	13,932.34	161,590.00	

LESSEE

CITY OF PALATKA
201 N 2ND ST,
PALATKA, FL 32177

By: _____
MICHAEL CZYMBOR, CITY MANAGER

Date: _____ _____

LESSOR

DEERE CREDIT, INC.
6400 N.W.86th STREET, PO BOX 6600
JOHNSTON, IA 50131-6600

By: _____

Title: _____ Date: _____

HOLMES & YOUNG, P.A.
Attorneys at Law

COPY

DONALD E. HOLMES
holmes@holmesandyoung.com

GEORGE A. YOUNG
gyoung@holmesandyoung.com

July 11, 2013

RE: Master Lease-Purchase Agreement No. 0057199 dated 09/22/2010 (the "Master Lease") and Lease Schedule No. 020-0057199-001 dated 08/01/2013 (the "Lease Schedule"), and entered into between CITY OF PALATKA ("Lessee") and Deere Credit, Inc., its successors and assigns ("Lessor") (The Master Lease and the Lease Schedule are hereinafter collectively referred to as the "Lease").

Gentlemen and Ladies:

I have acted as counsel to Lessee in connection with the execution and deli very of the Lease by Lessee and, in this capacity, I have reviewed a duplicate original or certified copy of the Lease and such other documents and instruments as I have deemed necessary or appropriate. As counsel for Lessee, I have made such factual inquiries, and have examined or caused to be examined such questions of law as I have considered necessary or appropriate for the purposes of this opinion. Based upon such inquiries, examination and review, I am of the opinion that:

(a) Lessee is the entity indicated on the face of the Lease and is a political subdivision of the state in which it is located. Lessee is duly organized and existing under the Constitution and laws of said state, and is authorized to enter into and to carry out its obligations under the Lease.

(b) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment.

(c) The Lease has been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules and regulations. The Lease is a valid, legal, binding agreement, enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights.

(d) The person signing the L ease (1) has the authority to do so, (2) i s acting with the full authorization of Lessee's governing body, and (3) holds the office indicated below their signature. The signature of the person signing the Lease is genuine.

(e) The execution of the Lease and the appropriation of funds to meet its obligations thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

(f) The Lease does not constitute a debt of Lessee under applicable state law or a pledge of the tax or general revenues of Lessee.

LESSEE COUNSEL

Donald E. Holmes, Esq

(386) 328-1111 Fax: (386) 328-3003 www.holmesandyoung.com
222 N. 3rd St Palatka, FL 32177

JOHN DEERE FINANCIAL

Physical Damage/Liability Insurance

Lease Schedule No.	**020-0057199-001**
Master Lease Agreement No.	**0057199**

Lessee: (Name & Address)	**CITY OF PALATKA** 201 N 2ND ST, , PALATKA, FL 32177
Lessor:	**DEERE CREDIT, INC.** 6400 NW 86th ST, PO BOX 6600, JOHNSTON, IA 50131-6600

LIABILITY INSURANCE on the above referenced Lease Schedule (the "Schedule") to the above referenced Master Lease Agreement will be provided by the following insurance agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

PHYSICAL DAMAGE INSURANCE on the Schedule will be provided by the following agency:

Name of Agency:	Phone Number of Agency:
Mailing Address of Agency	Fax Number of Agency

***If an insurance certificate is available, it should be provided in place of the above information

ADDITIONAL INSURED and LOSS PAYEE:
Deere Credit, Inc.
It's Successors &/or Assigns
22408 Network Place
Chicago, IL 60673-1224

I agree and understand that, pursuant to the provisions of Section 6 of the Master Lease Agreement, I must at all times (1) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us (and our successors and assigns) as additional insured; and (2) keep the Equipment insured against all risks of physical damage for no less than its Termination Value (as such term is defined in Section 8 of the Master Lease Agreement), naming us (and our successors and assigns) as sole loss payee.

LESSEE
CITY OF PALATKA
201 N 2ND ST
PALATKA, FL 32177

By: ➡ _____
MICHAEL CZYMBOR, CITY MANAGER

Date: ➡ _____

596000401
Fed. Tax ID/Soc. Sec. #

Office Use Only

Contact Date(s):	**Contact Name:**
Liability Insurance Company Policy #:	**Liability Insurance Expiration Date**
Liability Limits:	**Notes:**
Physical Damage Insurance Company and Policy #	**Physical Damage Insurance Expiration Date**
Insured Value:	**Notes:**
Loss Payee Deere Credit, Inc.? ☐ **Yes** ☐ **Will Be Added**	**Verified By:**

JOHN DEERE
FINANCIAL

DIRECT PAYMENT NOTICE

Due Date:	08/01/2013
Total Due:	$3,026.23

Billing Address:	Updated Billing Information:
CITY OF PALATKA MATT REYNOLDS 201 N 2ND ST PALATKA, FL 32177	

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

Customer Account Number:

App #	Mfg.	Model #	Serial Number	Due Date	Rental/Tax Amount	Security Deposit	Processing Fees	Total Due
114922	JD	2500	1TC250BGEDT070327	08/01/2013	$3,026.23	$0.00	$0.00	$3,026.23

Correspondence Only:	Remit Checks Payable To:
John Deere Financial Attn: Lease Administration PO Box 6600 Johnston, IA 50131-6600 Phone: (800) 771-0681 – select "lease" prompt" Fax: (800) 254-0020 Lease issues only	John Deere Financial ***Attn: Acct. Dept. – ALP Processing*** PO Box 6600 Johnston, IA 50131-6600

THE ADVANCE LEASE PAYMENT AND ANY ADDITIONAL PAYMENTS NEEDED TO BRING THIS LEASE CURRENT WILL BE DEDUCTED FROM YOUR ACCOUNT UPON LEASE ACCEPTANCE.

JOHN DEERE
CREDIT

Master Lease-Purchase Agreement

Agreement No.	0057199
Lessee:	CITY OF PALATKA 201 N 2ND ST, , PALATKA, FL 32177
Lessor:	DEERE CREDIT, INC. 6400 NW 86TH ST, PO BOX 6600, JOHNSTON, IA 50131-6600

This Master Lease-Purchase Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the lessee identified above ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule.

TERMS AND CONDITIONS

1. Lease Term; Payments. You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. Except as otherwise provided in Section 2 of this Master Agreement, **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.** For any payment which is not received by its due date, you agree to pay a late charge equal to 5% of the past due amount (not to exceed the maximum amount permitted by law) as reasonable collection costs, plus interest from the due date until paid at a rate of 1.5% per month, but in no event more than the maximum lawful rate.

2. Non-Appropriation of Funds. You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.

3. Taxes. Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.

4. Security Interest; Missing Information. You shall have title to the Equipment immediately upon delivery and shall be the owner of the Equipment. You (a) grant us a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of all liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (1) insert or correct information on Schedules, including your correct legal name, serial numbers and Equipment descriptions; (2) submit notices and proofs of loss for any required insurance; and (3) endorse your name on remittances for insurance and Equipment sale or lease proceeds.

5. Equipment Maintenance, Operation and Use. You agree to (a) not move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) perform (at your expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (e) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (f) keep any metering device installed on the Equipment connected and in good working condition at all times; (g) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (h) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees.

6. Insurance. You agree, at your cost, to (a) keep the Equipment insured against all risks of physical damage for no less than the Principal Balance (as indicated in the Amortization Schedule attached to and made a part of the Schedule), naming us as sole loss payee; and (b) maintain public liability insurance, covering personal injury and property damage for not less than $1,000,000 per occurrence, naming us as additional insured. All insurance must be with companies and policies acceptable to us. Your obligation to insure the Equipment continues until you return the Equipment to us and we accept it. Each insurance policy must provide that (A) our interest in the policy will not be invalidated by any act, omission, breach or neglect of anyone other than us; and (B) the insurer will give us at least 30 days' prior written notice before any cancellation of, or material change to, the policy.

Unless you provide us with evidence of the required insurance coverages, we may purchase insurance, at your expense, to protect our interests in the Equipment. This insurance may not (1) protect your interests; or (2) pay any claim that you make or any claim that is made against you in connection with the Equipment. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained the insurance required by the Lease. The cost of the insurance may be more than the cost of insurance you may be able to obtain on your own.

7. Loss or Damage. Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss and damage, loss, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply. If the Equipment cannot be repaired or replaced, you agree to immediately pay us the pro rata portion of the Principal Balance, as determined by us as of the day before such Event of Loss occurred. Upon receipt of the pro rata portion of the Principal Balance, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us.

8. Return of Equipment. If a Schedule is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Master Agreement, you agree to return all Equipment to the place designated by us, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted, and conforms to the standards of any Maintenance Addendum incorporated into the Lease.

9. Default. You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and such default continues for 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates), or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

10. Remedies. If a default occurs, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the Principal Balance as of the date of such default; (b) declare any other agreements between you and us in default; (c) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us; (d) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (e) lease or sell the Equipment or any portion thereof at a public or

ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT

private sale; (f) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (g) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs; (h) exercise any other remedy available at law or in equity; and (i) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. Assignment. You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignee any claims, offsets or defenses which you may have against us.

12. Representations and Warranties. You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Lease Payment to become includible in our gross income for Federal income taxation purposes under the Code; (j) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

13. Indemnity. You are responsible for all losses, damage, claims, infringement claims, injuries to or the death of an individual, and attorneys' fees and costs ("Claims"), incurred or asserted by any person, in any manner related to the Equipment or the lease thereof, including its use, condition or possession. To the extent permitted under applicable law, you agree to defend and indemnify us, and hold us harmless, against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. You agree to not bring any action for Claims against us. You will promptly notify us of all Claims made. Your liability under this Section is not limited to the amounts of insurance required under the Lease. This indemnity continues beyond the termination of a Schedule, for acts or omissions, which occurred during the Lease Term.

14. Time Price. You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Documentation Fees. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

15. Miscellaneous. **WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.** You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. No part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO THE TERMS ON BOTH PAGES 1 AND 2. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

LESSEE	CITY OF PALATKA 201 N 2ND ST PALATKA, FL 32177	LESSOR	DEERE CREDIT, INC. 6400 NW 86th ST, PO BOX 6600 JOHNSTON, IA 50131-6600
By:	WODDY BOYNTON, CITY MANAGER	By:	
Date:	9/22/10 — 596000401 (Fed. Tax ID #)	Title: / Date:	

JOHN DEERE
FINANCIAL

9 July 2013

City of Palatka
201 N 2ND ST.
PALATKA, FL 21177

Attn: Customer

I am writing to document the process for handling pre-payments of Municipal Lease transactions at John Deere Financial. Pre-payments are applied to leases on the date received. If the pre-payment is enough to payoff the lease, the lease is disposed and no additional finance charges or prepayment penalties are incurred. If the pre-payment is not enough to payoff the lease, the pre-payment is applied to future payments with interest and principal split as documented on the amortization schedule provided at the beginning of the lease. Thus, as this explanation shows there is no benefit to pre-paying a Municipal Lease unless the amount of the pre-payment is enough to payoff the lease completely i.e. pre-paying a Municipal lease doesn't lower finance charges unless the pre-payment disposes the lease completely.

If you have any questions, please contact John Deere Financial at 888-777-2560.

John Deere Financial

BWGD-MANAGEMENT, INC.

MEMO

TO:	VERNON MYERS MICHAEL CZYMBOR CITY COMMISSIONERS
FROM:	BWGD-MANAGEMENT, INC.
REGARDING:	STAFF, REPORT, NEW GOLF COURSE EQUIPMENT LEASE
DATE:	JULY 8, 2013

I. Existing Conditions

In September 2010, the City of Palatka entered into a 3-year lease agreement for a limited fleet of used maintenance equipment. This lease is due to expire at the end of September 2013.

Several items on the 2010 lease have reached the end of their usable life and must be replaced before they fail completely. Several other critical pieces of equipment that were not part of the existing 2010 lease are now no longer reliable and must also be replaced.

Finally, the golf course continues to outsource reel grinding to a third party. This is a core maintenance function that effects the quality of the cut, the health of the turf and the longevity of the mowing equipment. It is a task that is normally self-performed by maintenance staff, but the City of Palatka does not own the required reel-grinding equipment.

II. RFP For New Equipment

To address these issues, on May 23, 2013 the City of Palatka issued an RFP for the lease of a fleet of new golf maintenance equipment. There were three responses to the RFP. They were received from the regional distributors of Toro, Jacobson, and John Deere equipment, the industry's main manufacturers. The proposals were reviewed by BWGD Management to ensure that they met the RFP specifications and were equitable in nature.

Bidders were asked to provide both a lump sum purchase price and a number of options for lease terms and length. The most favorable term with regards to financing costs and cash flow was a 60-month, $1 buyout lease. The proposed monthly payment from each bidder is as follows (detailed spreadsheet attached):

Distributors	*Monthly Payment*
John Deere	$3,085
Jacobson	$3,699
Toro	$3,822

BWGD Management respectfully requests that the City award the bid to John Deere and its distributor, Beard Equipment. All equipment will be new and comes with a 2-year warranty on parts and workmanship. The City will own the equipment outright at the end of the lease. The lease agreement has exactly the same terms as the existing lease that will expire in September.

The proposed monthly payment amount of $3,085 is within the proposed FY2014 budget. In addition, we expect a decrease in annual maintenance costs such that total equipment costs (*lease plus maintenance*) will not be meaningfully increased, while the quality and functionality of the fleet will be substantially improved:

Item	*FY2013 Projected*	*FY 2014 Proposed*
Equipment Lease	23,597	37,017
Equipment Maintenance	21,453	9,600
TOTAL	$45,040	$46,617

In addition, continuing a lease of John Deere equipment provides additional maintenance efficiencies. We can utilize older, non-functioning pieces for parts and our mechanic will be dealing with fewer suppliers, protocols, part numbers. etc. The existing equipment fleet will not be discarded and will continue to be a resource. Existing equipment will:

(i) Continue to be used as intended, i.e. our existing rough and fairway units, or

(ii) Re-purposed to another essential maintenance task that we do not have the capability of completing today, i.e. fitting an existing triplex with verticutting or slicing units, or

(iii) Utilized for parts if the equipment is non-functioning.

III. Proposed New Fleet

The new fleet will be the foundation of the maintenance program for the next five years. Improving golf course conditions is the key to realizing revenue growth, which is essential to eliminating the operating loss.

Reliable equipment allows staff to focus on grooming the golf course to a higher standard, not repairing existing equipment completing only basic tasks. The new equipment will be utilized on the golf course on a daily basis and will contribute directly to improving its appearance and playability.

Equipment Item	*Replaces*	*Notes*
Triplex Mower	Existing leased unit	Will be used to mow greens daily.
Tripiex Mower	Existing leased unit	Will be used to mow tees up to 5x week.
Tripiex Mower	Existing leased unit	Will be used to mow collars up to 5x week. NOTE: The existing tripiex units are now 6+ years old and have reached the end of their usable life.
Extra cutting units	*New*	By self-performing reel grinding, we wili continually have sharp set of reels to put on the mowers, a capability we've never had and one that will reflect on the golf course daily.
200 gallon sprayer	Existing Toro unit	The existing sprayer has reached the end of its usable life and is the only implement that can apply critical liquid inputs to the tees, greens and fairways. The current unit has no ground clearance and has limited access over the property.
2 utility vehicles	Existing units	These units transport volunteers and staff members that are performing hand labor tasks (i.e. edging, line trimming, etc.). The existing units have worn brakes and non-functioning lift beds, which increases liability and decreases efficiency.
Rotary rough unit	Existing unit	Mows roughs around trees and other small areas that the gang-unit cannot reach.
Sand trap rake	Existing unit	Rakes and grooms bunkers
Reel grinder & bed knife grinder	*New*	New grinding units will allow Palatka GC maintenance staff to self-perform reel grinding for the first time. This essential maintenance task will allow us to maintain a better cut on all greens, tees, collars and fairways. Appearance and turf health are both impacted by the quality of cut.

This sprayer is a vital piece of equipment and is not mechanically sound. It is at the end of its usable life and is the only implement to apply some of the critical products we use on the greens.

Utility vehicles transport men and light equipment to vital tasks in a timely manner. This unit has reached the end of its usable life and will be replaced.

Bid Comparison

	LEASE TERM Lease Type	PURCHASE PRICE	36 mo FMV	36 mo $1 buyout	48 mo FMV	48 mo $1 buyout	60 mo FMV	60 mo $1 buyout
	EQUIPMENT							
JOHN DEERE								
1	TRIPLEX GREENS MOWER- JD 2500B	26,200.00	694.04	836.30	549.94	623.30	486.80	500.16
2	TRIPLEX GREENS MOWER- JD 2500B	23,200.00	647.74	740.54	510.86	551.92	438.48	442.89
3	TRIPLEX GREENS MOWER- JD 2500B	23,200.00	647.74	740.54	510.86	551.92	438.48	442.89
4	EXTRA SET OF 3 CUTTING UNITS	6,000.00	150.30	191.52	125.94	142.74	111.48	114.54
5	200 GAL SPRAYER	27,000.00	676.35	861.84	530.82	642.33	480.06	515.43
6	2 UTILITY VEHICLES - JD TX TURF	14,200.00	355.71	423.26	279.17	337.81	252.48	271.08
7	ZTR ROUGH MOWER - JD Z950R	9,500.00	237.98	303.24	199.41	226.00	176.51	181.36
8	TRAP RAKE - JD 1200A	10,500.00	263.03	335.16	206.43	249.79	186.69	200.45
9	REEL GRINDER - NEARY 181	16,045.00	401.93	512.15	315.44	381.71	285.28	306.30
10	BED KNIFE GRINDER - NEARY 200	5,745.00	143.91	183.38	112.95	136.67	102.15	109.67
	TOTAL	161,590.00	4,218.73	5,127.93	3,341.82	3,844.19	2,958.41	3,084.77
	Total payment value		*151,874.28*	*184,605.48*	*160,407.36*	*184,521.12*	*177,504.60*	*185,086.20*
JACOBSEN								
1	TRIPLEX GREENS MOWER- JACOBSEN 62706	27,281.00	665.77	900.03	532.78	673.05	476.66	541.75
2	TRIPLEX GREENS MOWER- JACOBSEN 62706	22,531.00	582.11	743.31	463.18	555.85	411.59	447.43
3	TRIPLEX TEE MOWER - JACOBSEN 62706	22,757.00	555.36	750.78	444.43	561.44	397.62	451.92
4	EXTRA SET OF 3 CUTTING UNITS - 62836	4,323.30	105.55	142.63	85.43	106.66	76.55	85.85
5	200 GAL SPRAYER - SMITHCO 2004	32,435.00	791.54	1,070.06	633.43	800.31	566.71	644.10
6	2 UTILITY VEHICLES - CUSHMAN 618843	18,266.00	445.77	602.61	356.72	450.65	319.15	362.73
7	ZTR ROUGH MOWER - JACOBSEN 69175	16,220.00	395.84	535.12	316.76	400.17	285.40	322.10
8	TRAP RAKE - JACOBSEN 88010	14,320.00	349.47	472.43	278.46	353.30	250.20	284.31
9	REEL GRINDER - FOLEY 605091	19,438.00	474.34	641.28	379.61	479.56	339.65	386.00
10	BED KNIFE GRINDER - FOLEY 6600901	8,685.00	211.95	286.53	169.61	214.27	151.75	172.47
	TOTAL	186,256.30	4,577.70	6,144.78	3,660.41	4,595.26	3,275.28	3,698.66
	Total payment value		*164,797.20*	*221,212.08*	*175,699.68*	*220,572.48*	*196,516.80*	*221,919.60*
TORO								
1	TRIPLEX GREENS MOWER- TORO 3150	25,647.00	561.16	762.23	459.85	594.75	398.04	475.24
2	TRIPLEX GREENS MOWER- TORO 3150	25,647.00	561.16	762.23	459.85	594.75	398.04	475.24
3	TRIPLEX GREENS MOWER- TORO 3150	25,647.00	561.16	762.23	459.85	594.75	398.04	475.24
4	EXTRA SET OF 3 CUTTING UNITS - G4358	6,400.68	140.05	190.23	114.76	148.43	99.34	118.60
5	200 GAL SPRAYER - TORO WORKMAN HD	31,768.59	695.10	944.16	569.61	736.71	493.05	588.67
6	2 UTILITY VEHICLES - TORO WORKMAN MD	16,163.60	353.66	480.38	289.81	374.83	250.86	299.51
7	ZTR ROUGH MOWER - TORO Z63	10,179.00	222.72	302.52	182.51	236.05	157.98	188.62
8	TRAP RAKE - TORO SP 3040	17,517.90	383.29	520.63	314.10	406.24	271.88	324.61
9	REEL GRINDER - BERNHARD 41045	33,378.00	730.31	991.99	598.47	774.04	518.03	618.49
10	BED KNIFE GRINDER - BERNHARD A1113	13,902.00	304.18	413.17	249.26	322.39	215.76	257.60
	TOTAL	206,250.77	4,512.79	6,129.77	3,698.07	4,782.94	3,201.82	3,821.82
	Total payment value		*162,460.44*	*220,671.72*	*177,507.36*	*229,581.12*	*192,061.20*	*229,309.20*

Agenda Item

6

CITY of Palatka FLORIDA

AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, Florida, entering into a Contract for Purchase and Sale with Riverfront Redevelopment Group, LLC for the sale of Areas 1 and 2 contained in the City's RFP 13-002, commonly known as the 100 Block of Reid Street, and authorizing the City Manager to execute the Agreement on behalf of the City of Palatka, Florida.

DEPARTMENT: Finance

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

SUMMARY: On May 30, 2013, the City Commission adopted Resolution 213-9-121 which accepted the Request for Proposal (RFP) for redevelopment of property specified in the RFP from Riverfront Redevelopment Group, LLC. as the most responsive respondent and authorized the City Manager to negotiate an agreement. The parties have negotiated an acceptable agreement which is attached hereto. The City Attorney has reviewed and approved the proposed agreement.

RECOMMENDED ACTION: Adopt Resolution 2013-9-144 which adopts a Contract for Purchase and Sale with Riverfront Redevelopment Group, LLC and authorizes the City Manager to execute the agreement on behalf of the City of Palatka.

DEPARTMENT HEAD	Submitted: Michael Czymbor, City Manager Requested Agenda: Consent	Date: 07-01-13 Date: 07-11-13
FINANCE DEPARTMENT	Budgeted ☐ Yes ☐ No ☒ N/A	Date: 07-01-13
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 7/12/13

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 - 144

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ACCEPTING AND ADOPTING A CONTRACT FOR PURCHASE AND SALE FOR AREAS 1 AND 2 CONTAINED IN RFP 13-002, COMMONLY KNOWN AS THE 100 BLOCK OF REID STREET, TO RIVERFRONT REDEVELOPMENT GROUP (RDG), LLC, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A DEVELOPMENT AGREEMENT

WHEREAS, on March 1, 2013 the City of Palatka issued a Request for Development Proposals for two blocks in Downtown Palatka commonly known as the Downtown Redevelopment Site(s); and

WHEREAS, Riverfront Development Group, LLC (RDG) submitted a timely response and proposal to redevelop Areas 1 and 2 of the Open Invitation for Submission of Development Proposals (RFP) 13-002, and more commonly known as the 100 Block of Reid Street, and

WHEREAS, it has been determined by Staff that while this proposal does not meet the minimum requirements of the RFP, Staff has determined RDG to be the most responsive and qualified respondent for Areas 1 and 2; and

WHEREAS, the Palatka City Commission unanimously adopted Resolution 2013-9-121 on May 30, 2013, which authorized the City Manager to negotiate a development agreement on behalf of the City; and

WHEREAS, the parties have met and have negotiated a Contract For Purchase and Sale of Areas 1 and 2 contained in the RFP.

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

1. The Contract for Purchase and Sale between the City of Palatka, FL and Riverfront Redevelopment Group, LLC, for sale of the Areas 1 and 2 contained in RFP 13-002 is hereby approved and adopted.

2. The City Manager is hereby authorized to execute the Contract on behalf of the City of Palatka, FL.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 18th day of July, 2013.

CITY OF PALATKA

_____

By: Its MAYOR

ATTEST:

_____

CITY CLERK

Agenda Item

7

CITY COMMISSION AGENDA ITEM

SUBJECT: PRELIMINARY PLAT FOR SERVICE ROAD ACCESS EASEMENT, 201 ZEAGLER DRIVE

DEPARTMENT: BUILDING AND ZONING

ATTACHMENTS: ____Ordinance _____Resolution _X__ Motion
X___Support Documents _____Other

SUMMARY:
This is a request by Thomas Scarborough to plat a service road easement that provides access to the undeveloped rear portion of 201 Zeagler Drive. Mr Scarborough intends to split off the rear portion of the property as a separate lot through the lot-split process (this does not constitute a subdivision as it is below the state land subdivision threshold of three lots). The City's Subdivision Code requires that easements be approved through the platting process, which requires final approval by the City Commission. A service road is required in order to split the lot and develop the rear portion of the property since this rear part does not front on a public street.

Please note that there is a final plat for this action on the agenda as well, following this item, that will formalize the preliminary plat and allow recording of the plat at the Clerk of Circuit Court. The Planning Board recommended approval of this item at their May 2, 2013 meeting.

RECOMMENDED ACTION: Approve preliminary plat, per platting process requirements found in Chapter 74, Municipal Code.

DEPARTMENT HEAD	Submitted: Thad Crowe	Date: 7/11/2013
	Requested Agenda Regular	Date: 7/18/2013
FINANCE DEPARTMENT	Budgeted ___Yes ___No __N/A	Date:
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 7/11/13

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

Case 13-27
Application for Subdivision (Easement)
201 Zeagler Dr.
Applicant: Thomas Scarborough, Pastor

STAFF REPORT

DATE: June 25, 2013

TO: Planning Board members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

This is a request for subdivision pertaining to the creation of an easement. Required public notice included letters to abutting property owners.

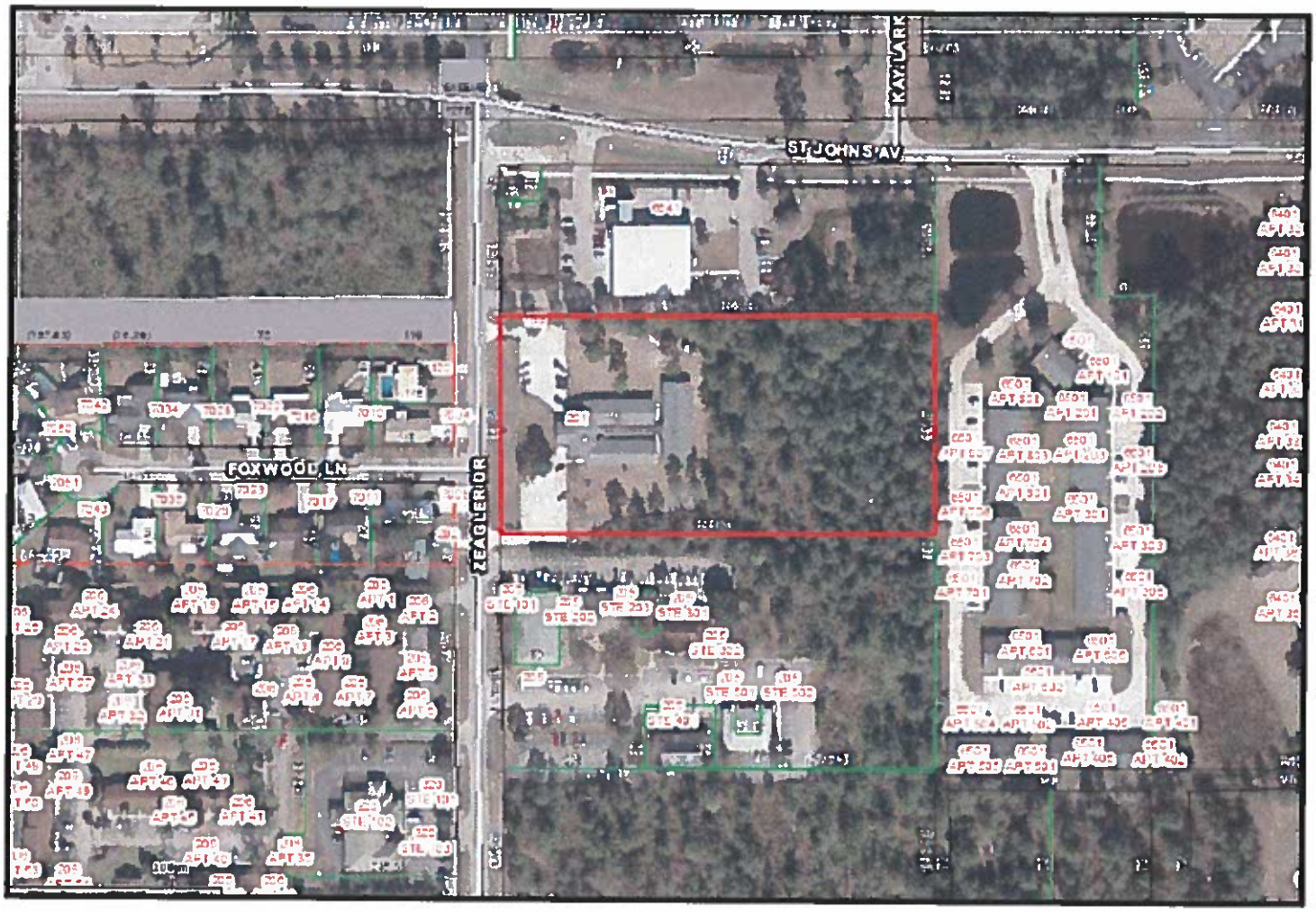


Figure 1: Property Location

APPLICATION BACKGROUND

The request is for the City's recognition of a recorded easement that accesses the undeveloped rear lot, which the Subdivision Code defines as a platting action. The rear lot has been recorded by the County Clerk as a separate lot from the original property and the Applicant can get this lot split recognized administratively (by Florida law, formal subdivisions are defined as splitting lots into two or more lots).

The front lot has been developed as a medical clinic.

PROJECT ANALYSIS

There are no criteria for platting in regard to easements. However the Subdivision Code provides the following definition of street (underlining emphasis added):

> *Street* means a way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, land or place, or however otherwise designated.
> (1) *Major streets.* Major streets and highways are those which are used primarily for fast or heavy traffic.
> (2) *Collector streets.* Collector streets are those which carry traffic from minor or neighborhood streets to the major system of major streets and highways, including the principal entrance streets of a residential development and streets for circulation within such a development.
> (3) *Minor streets.* Minor streets are those which are used primarily for access to the abutting properties.
> <u>(4) *Service drives.* Service drives are used primarily for vehicular service access to the back or the side of properties otherwise abutting on a street.</u>

Therefore this access easement would be classified as a service drive. Section 74-13 of the Subdivision Code (Arrangement of streets) requires that service drives be at least 24 feet in width. The recorded easement is 35 feet in width, so this standard is met. This service drive is not considered to be a driveway, so the 20-foot property line setback standard for driveways (found in Article V of the Zoning Code, Off-Street Parking and Loading) is not applicable.

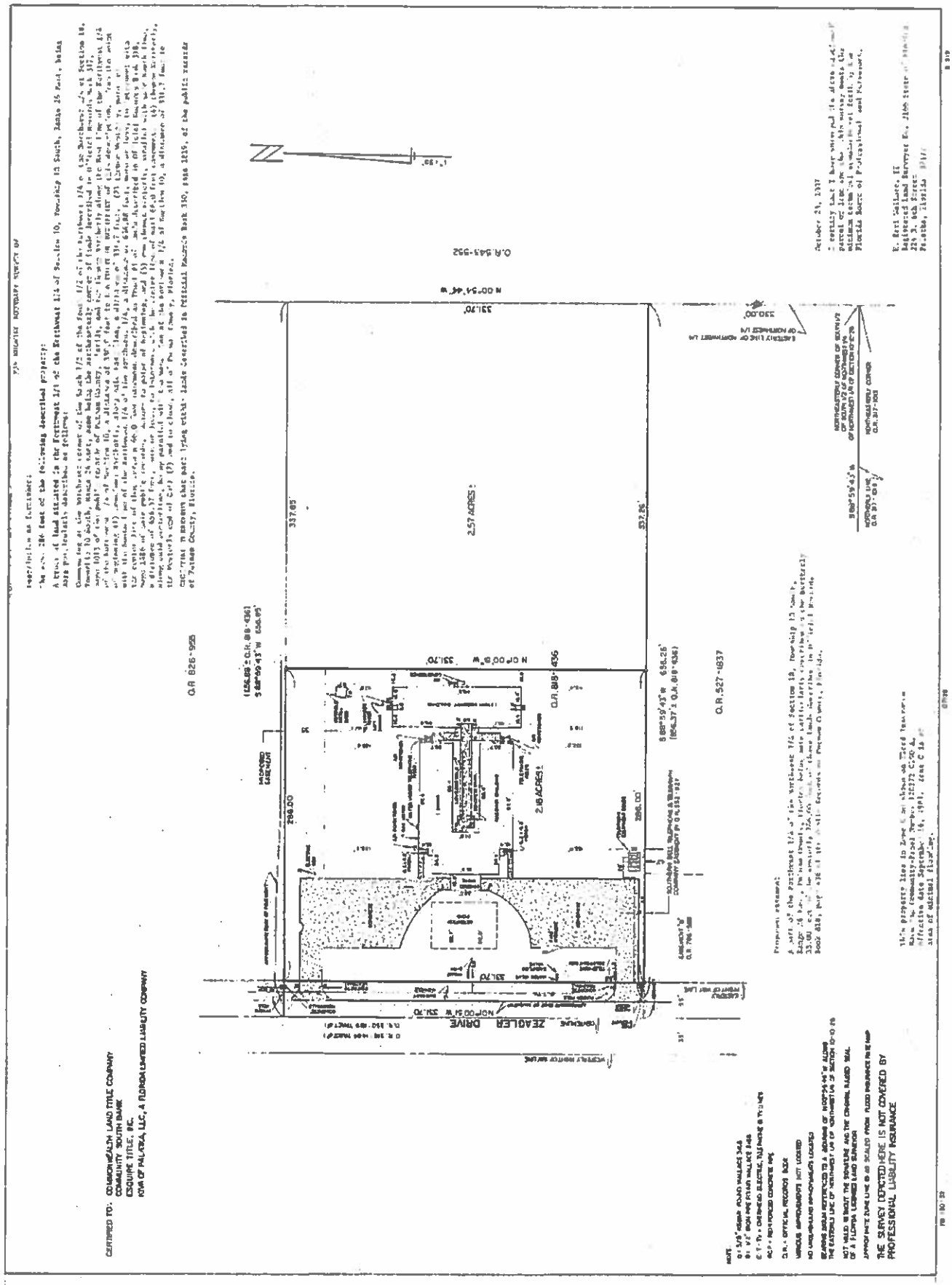
Staff cannot locate any other Code standards applying to the creation of an easement. If the Applicant develops the rear lot he will be required to meet City standards regarding paved surface, width, etc.

STAFF RECOMMENDATION

Staff recommends approval of the 35-foot wide easement running along the north side of 201 Zeagler Drive and accessing the lot to the rear of this property.

ATTACHMENTS: SURVEY

EXHIBIT "1"



ZEAGLER DRIVE
O.R. 826-955
O.R. 527-1837
O.R. 545-592
2.57 ACRES
2.18 ACRES
CERTIFIED TO: COMMONWEALTH LAND TITLE COMPANY
COMMUNITY SOUTH BANK
ESQUIRE TITLE, INC.
KVA OF PALATKA, LLC, A FLORIDA LIMITED LIABILITY COMPANY
THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE

Agenda Item

8

CITY COMMISSION AGENDA ITEM

SUBJECT: ORDINANCE – FINAL PLAT FOR SERVICE ROAD ACCESS EASEMENT, 201 ZEAGLER DRIVE – 1ST READING

DEPARTMENT: BUILDING AND ZONING

ATTACHMENTS: X___Ordinance _____Resolution ___ Motion
X___Support Documents _____Other

SUMMARY:
This is a request by Thomas Scarborough to plat a service road easement that provides access to the undeveloped rear portion of 201 Zeagler Drive. Mr Scarborough intends to split off the rear portion of the property as a separate lot through the lot-split process (this does not constitute a subdivision as it is below the state land subdivision threshold of three lots). The City's Subdivision Code requires that easements be approved through the platting process, which requires final approval by the City Commission. A service road is required in order to split the lot and develop the rear portion of the property since this rear part does not front on a public street.

There is a preliminary plat for this action on the agenda as well, preceding this item. This final plat formalizes the preliminary plat and allow recording of the plat at the Clerk of Circuit Court. The Planning Board recommended approval of this item at their May 2, 2013 meeting.

RECOMMENDED ACTION:
Pass ordinance on first reading

DEPARTMENT HEAD	Submitted: Thad Crowe TC	Date: 7/11/2013
	Requested Agenda Regular	Date: 7/18/2013
FINANCE DEPARTMENT	Budgeted ___Yes ___No X N/A	Date: 7/11/13
CITY ATTORNEY	Approved as to Form and Correctness	Date:
CITY MANAGER	Approved Agenda Item For:	Date: 7/11/13

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

\\Fdlc\public\B&ZShared\Ordinances\Cover Memos\7/18\2013\Final Plat for service easement 201 Zeagler Dr.docx

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

ORDINANCE NO. 13 -

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, APPROVING A FINAL PLAT FOR A SERVICE ROAD EASEMENT LOCATED ON PROPERTY IDENTIFIED AS 201 ZEAGLER DRIVE; LOCATED IN SECTION 10, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF PUTNAM COUNTY, FLORIDA PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by Thomas Scarborough for a final plat to allow a service road easement accessing the rear of property located at 201 Zeagler Drive within the City of Palatka, Florida; and

WHEREAS, the Applicant intends to split the lot in question in to a front and rear part; and

WHEREAS, the rear part of the lot requires service road access in lieu of not fronting on a public street; and

WHEREAS, approval of service roads is accomplished through the platting process as set forth in Municipal Code Chapter 74; and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on July 2, 2013, and two public hearings before the City Commission of the City of Palatka on July 18, 2013 and August 8, 2013; and

WHEREAS, the preliminary plat for said property was approved prior to this request at the meeting dates referenced above; and

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

NOW, THEREFORE, BE IT ENACTED BY THE CITIZENS OF THE CITY OF

PALATKA, FLORIDA:

Section 1. The plat which identifies the service road access easement in Exhibit "1" shall be approved.

DESCRIPTION OF PROPERTY:
PT OF NW 1/4 OF NW 1/4 OR377 P1961, identified as 201 Zeagler Drive and Putnam County Tax Parcel Number 10-10-26-0000-0200-0040.

Section 2. A copy of this plat shall be filed with the office of the clerk of circuit court of Putnam County.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 8th day of August, 2013.

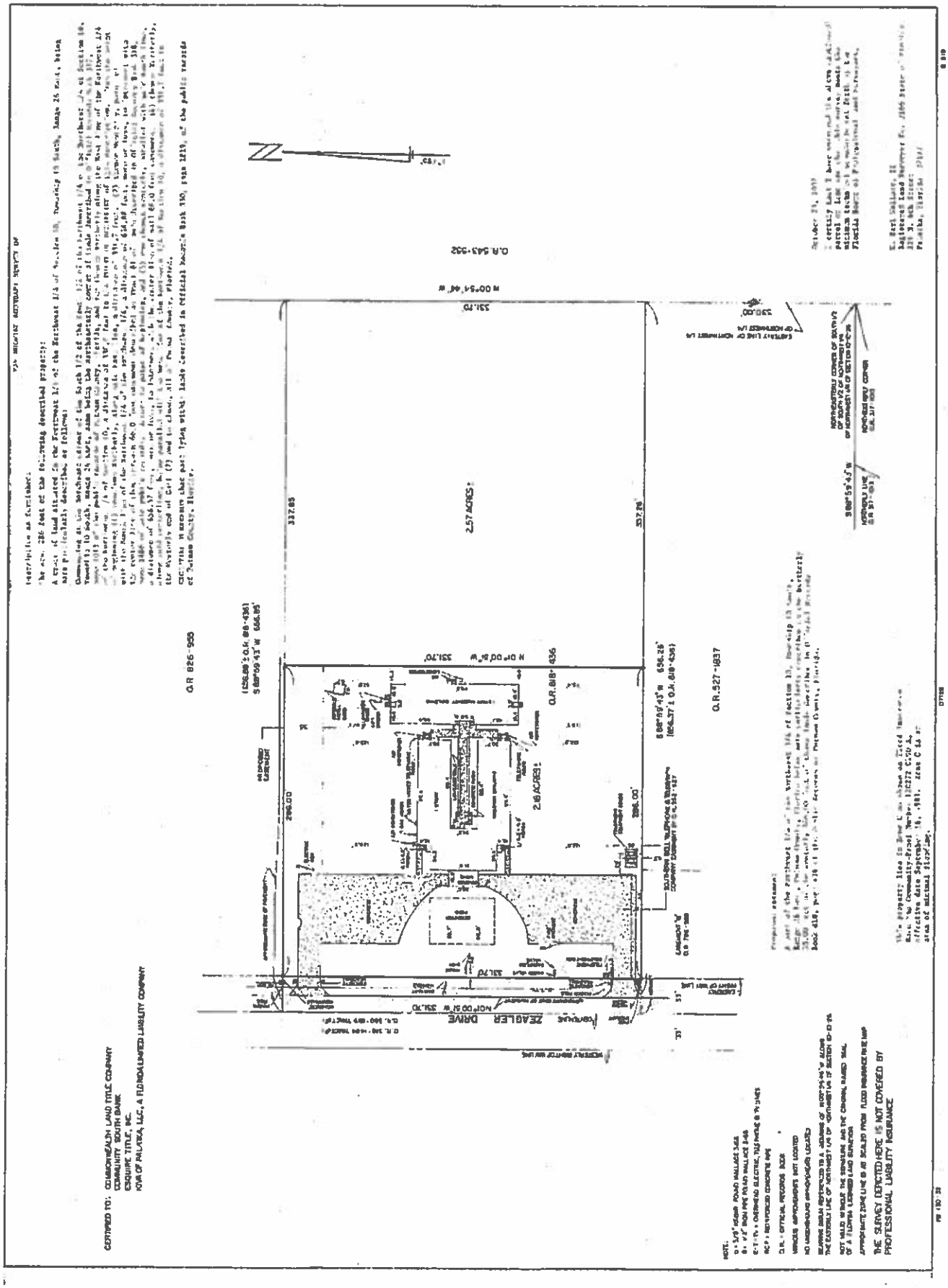
CITY OF PALATKA

BY:_____
Its MAYOR

ATTEST:

_____
City Clerk

EXHIBIT "1"



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Case 13-27
Application for Subdivision (Easement)
201 Zeagler Dr.
Applicant: Thomas Scarborough

STAFF REPORT

DATE: June 25, 2013

TO: Planning Board members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

This is a request for subdivision pertaining to the creation of an easement. Required public notice included letters to abutting property owners.

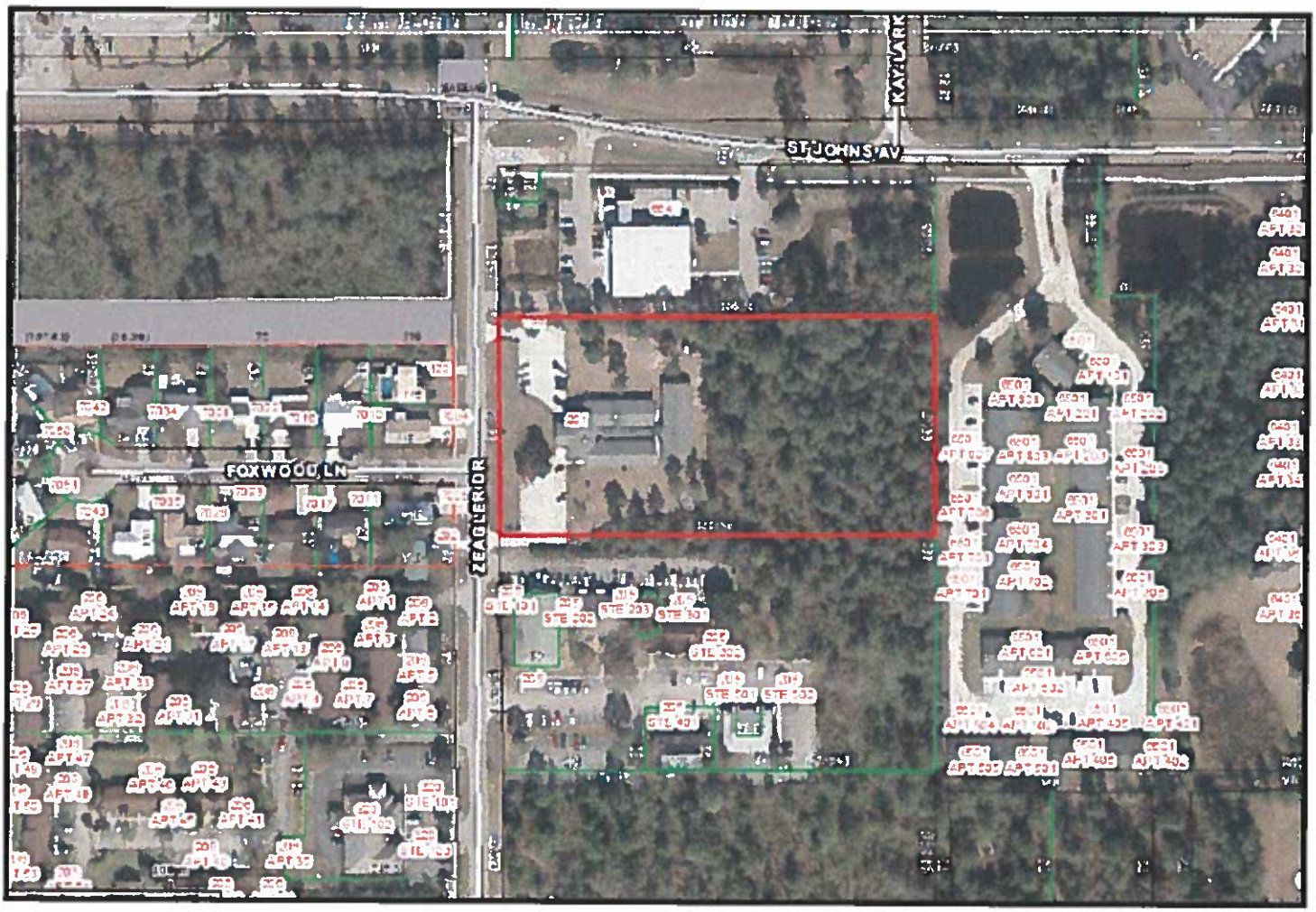

Figure 1: Property Location

APPLICATION BACKGROUND

The request is for the City's recognition of a recorded easement that accesses the undeveloped rear lot, which the Subdivision Code defines as a platting action. The rear lot has been recorded by the County Clerk as a separate lot from the original property and the Applicant can get this lot split recognized administratively (by Florida law, formal subdivisions are defined as splitting lots into two or more lots).

The front lot has been developed as a medical clinic.

PROJECT ANALYSIS

There are no criteria for platting in regard to easements. However the Subdivision Code provides the following definition of street (underlining emphasis added):

> *Street* means a way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, land or place, or however otherwise designated.
> (1) *Major streets.* Major streets and highways are those which are used primarily for fast or heavy traffic.
> (2) *Collector streets.* Collector streets are those which carry traffic from minor or neighborhood streets to the major system of major streets and highways, including the principal entrance streets of a residential development and streets for circulation within such a development.
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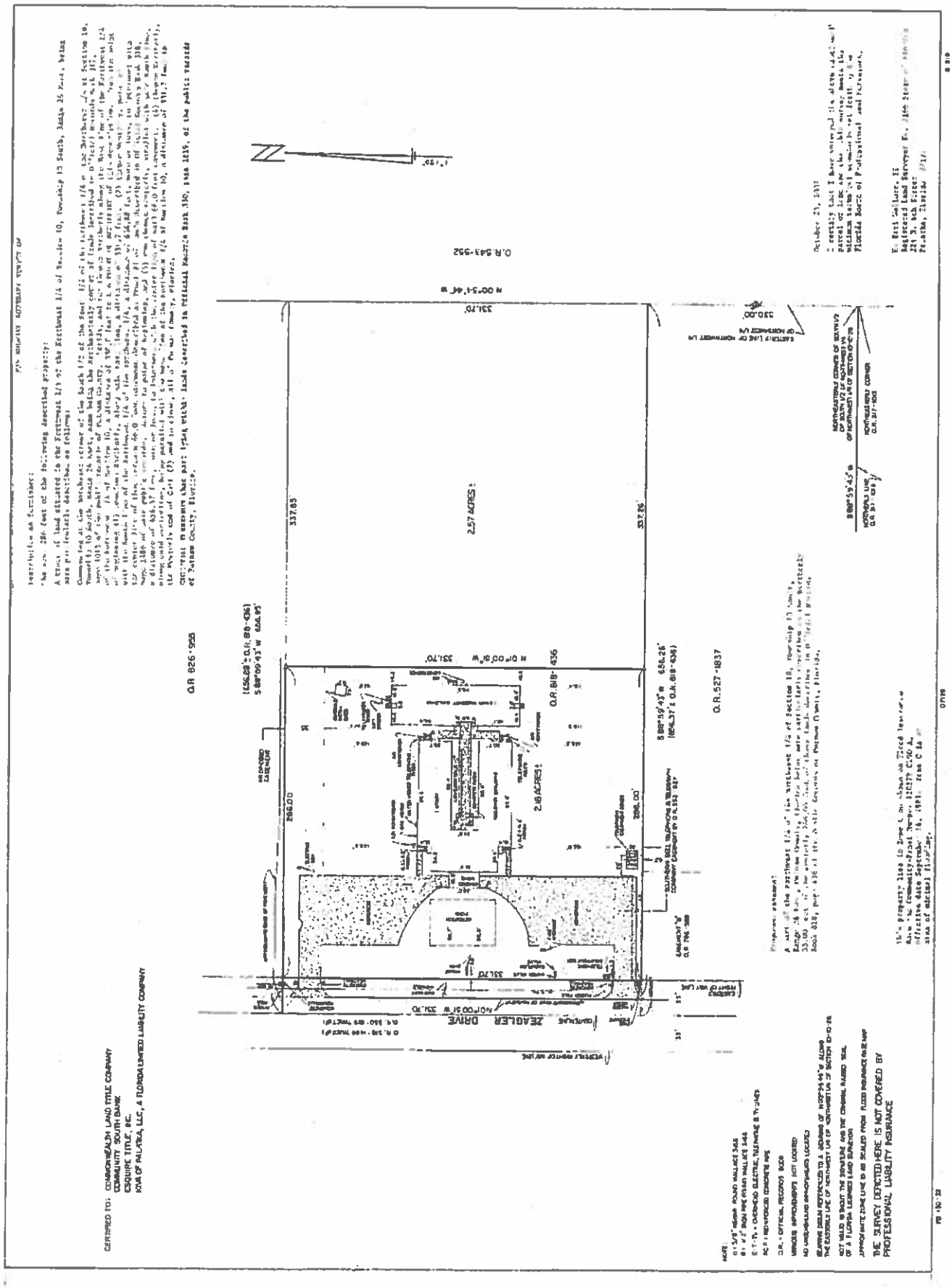

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