

**VERNON MYERS**  
MAYOR - COMMISSIONER

**MARY LAWSON BROWN**  
VICE MAYOR - COMMISSIONER

**ALLEGRA KITCHENS**  
COMMISSIONER

**PHIL LEARY**  
COMMISSIONER

**JAMES NORWOOD, JR.**  
COMMISSIONER



**MICHAEL J. CZYMBOR**  
CITY MANAGER

**BETSY JORDAN DRIGGERS**  
CITY CLERK

**MATTHEW D. REYNOLDS**  
FINANCE DIRECTOR

**GARY S. GETCHELL**  
CHIEF OF POLICE

**MICHAEL LAMBERT**  
CHIEF FIRE DEPT.

**DONALD E. HOLMES**  
CITY ATTORNEY

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

## **AGENDA**

### **CITY OF PALATKA**

August 8, 2013

#### **CALL TO ORDER:**

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

#### **APPROVAL OF MINUTES** – 7/18/13 Budget Workshop & 7/18/13 Regular meetings

#### **1. PUBLIC RECOGNITION/PRESENTATIONS:**

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

#### **3. CONSENT AGENDA:**

- \*a. **Adopt Resolution No. 2013-9-145** amending the City of Palatka FY 2012-13 Budget as of 6/30/13
- \*b. **Adopt Resolution No. 2013-9-146** authorizing execution of a contract with Fireworks by Santore to reschedule the 4<sup>th</sup> of July Fireworks to August 31, 2013
- \*c. **Adopt Resolution No. 2013-9-148 authorizing the issuance of Class A Special Event Permit #13-31 for Downtown Palatka “Gem City Shrimp Blast” August 31, 2013 from 11:00 a.m. to 11:00 p.m.;** Setting forth terms and conditions of the Permit, to include permission to sell/consume alcoholic beverages on public property and exceed allowable noise levels during festival hours; authorizing the closure of certain streets to vehicular traffic during Festival events; and setting the advance permit fee
- \*d. **Approve Request to exceed noise levels established by Chapter 30, Palatka Code,** for the following Special Events Permits:
  1. **Permit #13-14 – Palatka Trail Festival,** August 17, 2013, 8:00 a.m. – 3:00 p.m. – Putnam Co. Rails to Trails Council & City of Palatka, Applicants
  2. **Permit #13-32 – “Blast of Grass” Concert** – September 14, 2013 from 6:00 p.m. – 9:00 p.m. – Old Palatka Waterworks Environmental Education Center, applicant
  3. **Permit #13-33 – “The Big Push” Auto Push Race** – September 21, 2013 from 8:30 am – 5:00 p.m. – Palatka Christian Service Center, Applicant
- \*e. **Notice of Amendment to City Commission Meeting Calendar** to set a Budget workshop on August 29<sup>th</sup> to begin at 4:00 p.m. and a Joint Meeting with the Palatka Gas Authority Board on August 29<sup>th</sup> to begin at 6:00 p.m. or immediately following the budget workshop
- \*f. **Adopt Resolution No. 2013-9-149** declaring certain Golf Course equipment to be surplus and authorizing its disposal

#### \* **4. CONSIDERATION OF CRA BUSINESS ITEM** (as recommended during 6/27/13 CRA Meeting)

- \*a. **Resolution No. 2013-9-150** reallocating CBD-TIF Funds for the Century Block Clean-up - Adopt

#### \* **5. BUDGET SUMMARY REPORT** – Oct. 2012 through June, 2013 – Matt Reynolds, Finance Dir.

**AGENDA - CITY OF PALATKA**  
**August 8, 2013**  
**Page 2**

- \* 6. **RESOLUTION No. 2013-9-151** awarding a bid to finance the lease/purchase of ten (10) police vehicles to BB&T, and authorizing the Mayor, the City Manager and other City officials and staff as appropriate to execute and attest the Lease Agreement, Project Fund Agreement, and all other documents in connection therewith – Adopt
- \* 7. **ORDINANCE** adopting regulations for non-consensual towing of vehicles from private property – 1<sup>st</sup> Reading
- \* 8. **ORDINANCE** approving a final plat for a service road easement at the rear portion of 201 Ziegler Drive – Thomas Scarborough, Applicant – 2<sup>nd</sup> Reading, Adopt
- \* 9. **DISCUSSION** – Customs Agent for Palatka Municipal Airport
- 10. **CITY MANAGER & ADMINISTRATIVE REPORTS**
- 11. **COMMISSIONER COMMENTS**
- 12. **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

*Agenda  
Item*

*3a*



AGENDA ITEM

SUBJECT: Budget Amendments for FY2012-2013, 6/1/2013 through 6/30/2013

DEPARTMENT: Finance

ATTACHMENTS:  Ordinance  Resolution  Motion  
 Support Documents  Other

SUMMARY:

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

The Finance Department is requesting the attached budget amendments due to on-going requests from department heads to shift money from one line to another as well as performing adjustments to various revenue and expenditure lines to ensure that every line remains within budget.

RECOMMENDED ACTION: Staff recommends adoption of Resolution 9-\_\_ in order to be in compliance with Florida Statutes.

DEPARTMENT HEAD Submitted: Matt Reynolds Date: 07-24-2013  
Requested Agenda: Consent Date: 08-08-2013

FINANCE DEPARTMENT Budgeted  Yes  No  N/A Date: 07-24-2013

CITY ATTORNEY Approved as to Form and Correctness Date: \_\_\_\_\_

CITY MANAGER Approved Agenda Item For:  Date: 7/30/13

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

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

RESOLUTION No. 9 -

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

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

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

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

EXPENDITURES:		Last	Recommended	As
<i>Expenditure Number</i>	<i>Description</i>	Approved	Amendments	Amended
001-08-522-3-5290	FIRE PUB-ED EXPENSE	\$ 17,000	\$ 5,000	\$ 22,000
001-14-569-3-4630	VEHICLE MAINTENANCE	\$ 2,000	\$ (500)	\$ 1,500
001-14-569-3-5260	UNIFORMS	\$ 1,500	\$ 500	\$ 2,000
001-83-581-9-9913	FIRE PUBLIC EDUCATION RESERVE	\$ 10,939	\$ (5,000)	\$ 5,939
TOTAL EXPENDITURES AMENDED:		\$ 31,439	\$ -	\$ 31,439

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

REVENUES:		Last	Recommended	As
<i>Revenue Number</i>	<i>Description</i>	Approved	Amendments	Amended
042-00-381-0-3000	TRANSFER FROM BETTER PLACE	\$ 181,890	\$ (37,489)	\$ 144,401
TOTAL REVENUES AMENDED:		\$ 181,890	\$ (37,489)	\$ 144,401

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

EXPENDITURES:		Last	Recommended	As
<i>Expenditure Number</i>	<i>Description</i>	Approved	Amendments	Amended
042-24-572-9-9900	CONTINGENCY/RESERVE	\$ (1,506,373)	\$ (37,489)	\$ (1,543,862)
TOTAL EXPENDITURES AMENDED:		\$ (1,506,373)	\$ (37,489)	\$ (1,543,862)

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 8<sup>th</sup> day of August, 2013.

CITY OF PALATKA

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

*Agenda  
Item*

*3b*



CITY COMMISSION AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, Florida, authorizing the City Manager to execute a contract with Fireworks by Santore for the rescheduled 2013 July 4th Fireworks Display, to be held on August 31, 2013

DEPARTMENT: Administrative/City Manager

ATTACHMENTS: \_\_\_ Ordinance \_\_\_ X Resolution \_\_\_ Motion
\_\_\_ X Support Documents \_\_\_ Other

SUMMARY: Attached to this summary you will find a proposed contract Fireworks by Santore in the amount of \$ for the rescheduled 4th of July Fireworks Show, which was cancelled due to extreme weather conditions. On July 11 the Commission voted to reschedule the show to August 31 and hold it in conjunction with Downtown Palatka's Gem City Shrimp Blast.

The Commission chose rescheduling Option "A" which entails staging the show from the City dock with smaller shells. This removes the need for the barge rental, which is an additional \$5,800.00. The contractor states this show is just as impressive, but since the shells are smaller, they explode lower. Cost break down: Original contract \$18,000 Cancellation charge - 10,800 Rescheduled Show \$10,000 Balance Original Contract \$ 7,200 Credit Less Credit - 7,200 \$ 2,800 actual cost to reschedule

RECOMMENDED ACTION: Adopt Resolution No. 2013-9-\_\_\_ authorizing the City Manager to execute a contract with Fireworks by Santore in the amount of \$10,000 to reschedule the 2013 4th of July fireworks show to August 31st.

DEPARTMENT HEAD Submitted: Michael Czymbor, City Mgr Date: 07-31-13 Requested Agenda Consent Date: 08-08-13

FINANCE DEPARTMENT Budgeted \_\_\_ Yes \_\_\_ No \_\_\_ N/A Date:

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: [Signature] Date: 8/11/13

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-**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIREWORKS DISPLAY CONTRACT WITH FIREWORKS BY SANTORE IN THE AMOUNT OF \$10,000 TO RESCHEDULE THE CITY OF PALATKA'S 4<sup>TH</sup> OF JULY FIREWORKS SHOW TO AUGUST 31, 2013**

**WHEREAS**, the City of Palatka celebrates and commemorates Independence Day on the 4<sup>th</sup> of July annually by providing a fireworks show for citizens and visitors at the Palatka Riverfront Park; **AND**

**WHEREAS**, the City executed a contract in the amount of \$18,000 with Fireworks by Santore, a licensed and insured fireworks contractor, to provide the 4<sup>th</sup> of July Riverfront Park Fireworks Display, which was cancelled due to dangerous weather conditions; and

**WHEREAS**, due to the cancellation of the 4<sup>th</sup> of July Fireworks show, the City now desires to reschedule the Fireworks Show to August 31<sup>st</sup> to be held in conjunction with the Gem City Shrimp Blast, an event sponsored by Downtown Palatka, Inc.; and

**WHEREAS**, Fireworks By Santore has proposed a contract in the amount of \$10,000 to produce and stage the rescheduled show; and

**WHEREAS**, the Palatka City Commission finds it reasonable to enter into said Fireworks Display Contract with Fireworks by Santore to reschedule the 4<sup>th</sup> of July Fireworks Display at the Riverfront Park to August 31, 2013.

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

1. That **Michael J. Czymbor**, City Manager of the City of Palatka, Florida, be hereby authorized and directed to execute the Fireworks Display Contract with Fireworks by Santore in the amount of \$10,000.00, said contract being attached hereto as Exhibit "A" and incorporated herein.
2. That the City Manager is authorized to carry out the Sponsor's Responsibilities and other provisions as stipulated in said Fireworks Display Contract.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, as the Maintaining Agency, this **8th day of August, 2013**.

**CITY OF PALATKA**

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

Item 3(b)



**Fireworks Display Contract**

This writing, expressing the agreement made and entered into by and between Fireworks By Santore, Inc. (hereinafter "Santore") and City of Palatka (hereinafter "Sponsor"), on this 5<sup>th</sup> day of August, 2013.

WITNESSETH

Whereas, Santore is experienced in conducting fireworks exhibitions, and  
Whereas, Sponsor wishes to arrange for a fireworks exhibition, at a site and on a date of its selection, and  
Whereas, Sponsor and Santore have discussed the type of exhibition Sponsor wishes to arrange, and  
Santore is prepared to stage such an exhibition, and Sponsor wishes to have Santore stage such an exhibition.

Now therefore, in consideration of these premises, and the mutual promises, covenants and undertakings of each other, the parties hereto agree as follows:

1. Exhibition:

Santore agrees to furnish to Sponsor, on the 31<sup>st</sup> day of August, 2013 at a location to be designated by Sponsor and approved by Santore, an exhibition of Close Proximity Pyrotechnics & Special Effects.  
Location said to be: City Pier

2. Payment:

Sponsor agrees to pay Ten Thousand Dollars (\$10,000.00) for this exhibition.

3. Time and Method of Payment:

At the time this agreement is made, as evidenced by the execution of this writing, Sponsor will pay a deposit equal to one-half (1/2) of all anticipated charges and expenses as set forth in rhetorical paragraph 2 at the time this agreement is executed by "Sponsor". Payment is due immediately upon the completion of the exhibition and shall be paid to Pyrotechnic Operator in a sealed envelope after the exhibition has taken place. Any payment not made in full shall accrue interest at the rate of eighteen per cent (18%) per annum from the date the exhibition was staged. In the event payment is not made within ten (10) days, Sponsor shall be deemed to be in default, and Santore shall have the right to retain an attorney to collect the payment amount, and shall be entitled to recover a reasonable fee for its attorney in doing so.

4. Site for Exhibition:

Sponsor acknowledges its responsibilities to provide a suitable site for the exhibition, which shall include arrangements to keep spectators at least 350 feet away from the area where the firing will take place.

5. Santore's Responsibilities: Santore will obtain all required permits, not to exceed \$100.00, for the firing of the exhibition. At the completion of the exhibition, Santore will clear all equipment and debris from the firing site.

**6. Sponsor's Responsibilities:**

Sponsor is responsible for all fire watch and fire truck fees. These fees are over and above the \$100.00 allowance for local permit fees. Santore will arrange for fire watch / inspection. Sponsor agrees to procure, furnish, and maintain a suitable place to display the said fireworks and to arrange for any security bonds as required by law in their community when necessary, and agrees to furnish necessary police, fire and Sponsor's protection, for proper crowd control and auto parking. Sponsor is responsible for removal and or protecting all property and persons in the "fireworks fallout zone". By signing below the Sponsor indemnifies and holds harmless Santore and assumes full liability for damages to property and/or injury to persons outside the "fireworks fallout zone" resulting from any source other than the fireworks produced by Santore.

Fireworks by Santore requests that the City of Palatka notifies the owners of the marina west of the proposed firing location informing them we will be producing a fireworks display on the city pier on August 31<sup>st</sup>. We are also asking Palatka FD to have additional personnel with hoses on the pier in case of any ash drift.

**7. Postponement:**

In the event that weather conditions are such that Santore or the Authority Having Jurisdiction determines that the Fireworks Display would be impossible, impractical or risk damage or danger to person and/or property, the parties agree to immediately hold a postponement meeting at which time an attempt to reschedule the Fireworks Display shall be discussed. In the event a mutually satisfactory postponement date is made the Sponsor will be charged the actual expenses incurred by Santore related to the postponement. Actual expenses include but are not limited to: travel, lodging, labor, meals, rentals, security and permit fees.

In the event Sponsor postpones display before August 10, 2013 and agrees to a postponement date no more than 180 days from original contracted display date, Santore will only charge the amount equal to any expenses that cannot be recovered for items such as barge / equipment rental, travel, lodging, labor, meals, security, custom products (if applicable) and permit fees.

In the event Sponsor postpones display after August, 10, 2013 and agrees to a postponement date no more than 180 days from original contracted display date Santore will charge as follows:

15%	30 days – 72 hours prior
30%	72 – 48 hours prior
50%	48 – 12 hours prior
70%	less than 12 hours prior

**8. Cancellation:**

If Sponsor cancels this Contract for any reason liquidated damages for such cancellation shall be paid by Sponsor to Santore as follows:

25%	30 or more days
35%	29 – 11 days prior
45%	10 – 3 days prior
70%	48 – 24 hours prior
100%	less than 24 hours prior

**9. Exhibition Insurance:**

Santore will furnish an insurance certificate providing coverage in the amount of five (5) million dollars for the safe firing of the exhibition. Sponsor may, at its option, procure insurance to cover the risk of loss due to cancellation of the exhibition.

**10. Publicity:**

Any and all publicity of the exhibition, including in particular all advance announcements and advertising shall name Fireworks by Santore, Inc. as the primary contractor conducting the display.

**11. Florida Law:**

The laws of the State of Florida shall govern this agreement, and in the event of any dispute, venue for all proceedings, be they litigation, mediation, arbitration or otherwise shall be in Flagler County, Florida.

**12. Attorney's Fees:**

In the event of litigation or arbitration to enforce the terms of this agreement, the prevailing party shall recover a reasonable fee for its attorneys, plus costs reasonably incurred in the proceedings.

**13. Entire Agreement:**

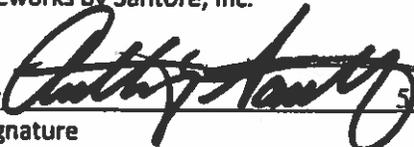
This writing expresses the entire agreement between the parties, integrating all previous agreements, understandings, practices and discussions, and no modification shall be made to this agreement except as such is expressed in writing, executed by both parties.

in Witness whereof, the parties have hereunto affixed their signatures signifying their agreement on this 5<sup>th</sup> day of August, 2013.

Sponsor

Fireworks by Santore, Inc.

By \_\_\_\_\_  
Signature Date

By  \_\_\_\_\_ 5 August 2013  
Signature Date

By \_\_\_\_\_  
Printed Name & Title

Anthony J. Santore Jr.  
President / CEO

## **FIREWORKS**

\$18,000.00	7/4/13 Original Contract Price
5,800.00	Barge Rental
<hr/>	<hr/>
\$23,800.00	Total

**Proposed Dates for Postponed Show**  
11/29 – after Christmas parade  
12/07 – at Light the Riverfront  
12/31 - Not an option because they are booked

### **OPTION A**

Have the show off the dock with smaller shells and proximity shells, removing the need for and expense of a barge. A very impressive show 2/3-3/4 the size, yet equal “wow” factor.

\$5,800.00	Barge Cost
10,800.00	Cancellation Cost
10,000.00	Re-scheduled show off dock
<hr/>	<hr/>
\$26,600.00	New Total Cost
-23,800.00	Original Cost (including barge)
<hr/>	<hr/>
\$ 2,800.00	Additional Cost to City of Palatka

### **OPTION B**

Reschedule original show in original location.

\$11,600.00	Barge Cost X 2
10,800.00	Cancellation Cost
18,000.00	Original Show Cost
<hr/>	<hr/>
\$40,400.00	New Total Cost
-23,800.00	Original Cost (including barge)
<hr/>	<hr/>
\$ 16,600.00	Additional Cost to City of Palatka

# *Agenda Item*

*3c*



CITY COMMISSION AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka granting a Special Events Permit to Downtown Palatka, Inc. for the Gem City Shrimp Blast

DEPARTMENT: Parks/Special Events

ATTACHMENTS: \_\_\_ Ordinance \_\_\_ Resolution \_\_\_ Motion
\_\_\_ X Support Documents \_\_\_ Other

SUMMARY: This is a request for a Class A special events permit for the Gem City Shrimp Blast scheduled for August 31 at the Riverfront Park and 100 Block of St. Johns Avenue. Organizers have requested permission to allow sales/public consumption of alcohol on public property, permission to exceed allowable noise levels set by Chapter 30, Article V of the Municipal Code, and to close certain streets to vehicular traffic. The event begins at 11:00 a.m. and ends at 11:00 p.m.

Downtown Palatka, Inc. will begin selling alcoholic beverages at a location on the Riverfront Park at 11:00 a.m. Alcohol consumption will only be allowed in the Park area bounded by Memorial Drive and will not be permitted outside of the Memorial Drive boundary where it ends at First Presbyterian Church. A map of the area showing the boundary is attached.

The applicant also requests permission to close the following streets to vehicular traffic:

- a. Memorial Drive from Reid Street to Short Laurel;
b. Short Laurel from Memorial & 2nd Street to 3rd Street;
c. St. Johns Avenue from Memorial Drive to 2nd Street,
d. 2nd Street from St. Johns Avenue to Short Laurel.

This is requested due to the pedestrian traffic in the Festival Area and for the Fireworks display that evening. Fireworks will begin at 9:00 p.m. There will be food and vendors set up in the 100 block of St. Johns Avenue (the vacant lot where the Frank George High Rise once stood).

Permission to exceed allowable noise levels is requested due to the amplified sound and entertainment in the Park, and for the Fireworks, which will begin at 9:00 p.m.

RECOMMENDED ACTION: Adopt Resolution No. 2013-9-\_\_\_ granting a special events permit to Downtown Palatka, Inc. for the Gem City Shrimp Blast; setting forth the provisions of the permit; allowing the closure of certain streets during the event; and setting advance and other permit fees.

DEPARTMENT HEAD Submitted: Jeff Norton Date: 7/26/2013
Requested Agenda Consent Date: 7/26/2013

FINANCE DEPARTMENT Budgeted \_\_\_ Yes \_\_\_ No \_\_\_ N/A Date:

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: Date: 8/1/13

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

**RESOLUTION NO. 2013 – 9 -**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, GRANTING A SPECIAL EVENTS PERMIT TO DOWNTOWN PALATKA, INC. FOR THE 2013 GEM CITY SHRIMP BLAST; SETTING FORTH THE PROVISIONS OF THE PERMIT; ALLOWING FOR THE CLOSURE OF CERTAIN STREETS TO VEHICULAR TRAFFIC DURING FESTIVAL HOURS; AND SETTING ADVANCE AND OTHER PERMIT FEES**

**WHEREAS**, Downtown Palatka, Inc. has made application to the City of Palatka for a special events permit for the 2013 Gem City Shrimp blast and related events; and

**WHEREAS**, City Special Events and Public Safety Staff have met with the organizers of the event, and all parties have reached an agreement as to the provisions of the issuance of the Special Events Permit; and

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

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

**Section 1:** That Special Events Permit No. 13-31 for the 2013 Gem City Shrimp Blast is hereby granted to Downtown Palatka, Inc. with the following provisions and stipulations:

- a. Class 'A' Permit for Riverfront/Event Area August 31, 2013; 11:00 a.m. – 11:00p.m.
- b. Permission granted to exceed allowable noise levels during event hours
- c. Permission to close streets to vehicular traffic during event hours as follows:
  - \* Memorial Drive from Reid Street to Short Laurel;
  - \* Short Laurel from Memorial & 2nd Street to 3rd Street;
  - \* St. Johns Avenue from Memorial Drive to 2nd Street,
  - \* 2nd Street from St. Johns Avenue to Short Laurel.
- d. Permission to serve/consume alcohol on public right-of-way at a portion of the Riverfront Park (bounded by Memorial Bridge to the end of Memorial Drive, to include Memorial Drive) – times to coincide with permission to exceed allowable noise levels. Applicant to provide clear signage for beverage consumption area and will enforce.
- f. Festival Permit fee – per staff recommendation; \$552.00 for police security fees (@ \$23.00/hr.); \$150.00 for Festival Permit Fee; and \$90.00 for rental of green roll-out containers (6 @ \$15.00/container). Applicant agrees to pay City of Palatka for the actual FP&L charges for use of their electrical boxes.

**Section 2:** That the total Advance Permit Fee shall be \$792.00.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, this 8<sup>th</sup> day of August, 2013.

**CITY OF PALATKA, FLORIDA**

By: \_\_\_\_\_  
Its Mayor

APPLICATION # 13-31

(circle one below)

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

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

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

RECEIVED  
MAY 29 2013

BY: .....

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

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

Downtown Palatka Inc  
CONTACT PERSON Sam Deputy TELEPHONE 328-4021  
FAX # 329-9842

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

CONTACT PERSON \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
FAX # \_\_\_\_\_

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Gen City Shrimp Blast

4. DATE & HOURS OF DESIRED USE: Saturday, August 31 - All Day 11am-11pm

5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)  
South 100 Block / Riverfront Park

6. REQUEST FOR ROAD CLOSURES: None

7. REQUEST FOR NOISE VARIANCE (Dates and Times): August 31, 2013, 11am-11pm

8. REQUEST FOR ALCOHOL VARIANCE: August 31, 2013; 11am-11pm

9. ESTIMATE OF ANTICIPATED ATTENDANCE 500-600 people

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT \_\_\_\_\_

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

- a.) CLASS A:  \$150.00 up to 10,000 in attendance per day
- \_\_\_\_\_ \$225.00 10,000 - 40,000 in attendance per day
- \_\_\_\_\_ \$300.00 - 40,000 - 80,000 in attendance per day
- b.) CLASS B: \_\_\_\_\_ \$100.00 per day
- c.) CLASS C: \_\_\_\_\_ \$ 50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats, ETC.
- d.) Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)

Number of Days \_\_\_\_\_ Fee Required (Yes/No) \_\_\_\_\_ Check Enclosed? \_\_\_\_\_

12. OTHER COSTS: Fees will be determined at the pre-assessment meeting with the organizers and the Special Events Committee.

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

New Forms

**IMPORTANT INFORMATION**

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT DOES NOT INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. Organizers are required to contact the City of Palatka Parks Department office at 386-329-0100 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request. Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

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

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

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

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

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

May - 29 - 2013  
DATE

*Sam Deputy*  
SIGNATURE OF APPLICANT

**APPROVED:**

*Jeff Norton*  
SPECIAL EVENTS COORDINATOR                      DATE

**RETURN TO:**  
JEFF NORTON  
SPECIAL EVENTS COORDINATOR  
201 N. 2<sup>nd</sup> Street  
Palatka, FL 32177

**COPIES TO:**  
Parks Dept.  
Police Dept.  
Fire Dept.  
Sanitation Dept.

(FOR ADDITIONAL INFORMATION PLEASE CALL THE PARKS DEPARTMENT OFFICE AT 386-329-0175.)



CITY OF PALATKA  
PLANNING MEETING  
PRE-EVENT ASSESSMENT LIST

RECEIVED  
MAY 29 2013

BY: .....

To be completed by Special Events Coordinator:

Meeting Date: \_\_\_\_\_ Special Events Coordinator: \_\_\_\_\_

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

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

Name of Special Event/ Production: Gen City Blast

Type of Event: Family Fun Day

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

Shrimp - Cooking / Selling / Eating - Childrens Activities / Pet Activities / Music / Kayak & Water Activities

Location of Event: South 100 Block / Riverfront Park

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

	Date	Day	Begin	End
Event Day 1	<u>August 31</u>	<u>Saturday</u>	<u>11:00 AM/PM</u>	<u>11:00 AM/PM</u>
Event Day 2	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 3	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 4	_____	_____	_____ AM/PM	_____ AM/PM

Set-up for event will begin on (Date) Friday - August 30 at (time) \_\_\_\_\_

Break down will be completed by (Date) Saturday / Tuesday at (time) 5:00 pm

Event Sponsor/Organization Downtown Pelika Inc.

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

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

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

Special Events Permlt Fees \$ 100 Per day X 1 Days \$ 100<sup>00</sup>

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

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

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

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

Parks Personnel # Personnel \_\_\_\_\_ X \_\_\_\_\_ Hours @ \$14/hour \$ \_\_\_\_\_

Sanitation Personnel # Personnel \_\_\_\_\_ X \_\_\_\_\_ Hours @ \$14/hour \$ \_\_\_\_\_

Utilities Personnel # Personnel \_\_\_\_\_ X \_\_\_\_\_ Hours @ \$14/hour \$ \_\_\_\_\_

**Sanitation Equipment Fee**

# Green Roll-Out Containers 6 X \$15.00 Per Container \$ 90<sup>00</sup>

**Additional Charges (List)**

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

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

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

**APPLICANT INFORMATION:**

Name: Sam Deputy  
Telephone: 328-4021 Fax: 329-5842 Cellular: 983-4897  
Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cellular: \_\_\_\_\_  
Address: \_\_\_\_\_

**Other Contacts/ Key Holders:**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cellular: \_\_\_\_\_

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cellular: \_\_\_\_\_

Estimated Peak Number of Participants (each day of event):  
Day 2 \_\_\_\_\_ Day 3 \_\_\_\_\_ Day 4 \_\_\_\_\_ Day 1 500-600  
Day 5 \_\_\_\_\_

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

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

Inspection(s)- Date and time requested: Tent 9 - Friday - August 30, 2013  
\_\_\_\_\_

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

Number of EMS Personnel required: \_\_\_\_\_

Number and proposed location for portable toilets: (note location on site map) 10 portable toilets  
\_\_\_\_\_

- Carnival location (if any) (note location on site map) \_\_\_\_\_
- Number of sanitation roll-out containers required 0
- Location of parking/transportation services, if any: \_\_\_\_\_
- Type Transport Vehicles (Van, Buses, etc.) \_\_\_\_\_
- Location of security and emergency vehicle parking on site: \_\_\_\_\_
- Public street barricades/street closures/detours: (note locations on site map) 12 cones
- Temporary Parking, directional Signage needed: \_\_\_\_\_
- Main emergency vehicle access to site (location-also note on site map): \_\_\_\_\_
- Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, Bleachers, hospitality tents, booths, etc.: (note on site map): Tent
- Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map) on map
- Number and location of static/mobile displays (note on site map): on map
- Location of event staff management (headquarters): \_\_\_\_\_
- Staff Uniform Identification: Name Badges
- Main sound system location: on map
- Number and location of special activities (launching areas, animal attractions, amusements Car shows, parade routes, competition courses, etc.): \_\_\_\_\_

Number and location of temporary signs/banners: \_\_\_\_\_

Number and location of promotional visual effects: \_\_\_\_\_

Watercraft: Kayak - Sailing

Aircraft: \_\_\_\_\_

Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.): \_\_\_\_\_

Date(s) and times of setup/ breakdown: Friday - Tent August 30th, 2013 @ 10am  
Breakdown Tuesday September 3, 2013 @ 5pm

Name(s) and Type of Musical Bands to Perform (dates & times of performance): Local

Noise Abatement Requirements: Noise Variance August 31, 2013 11am-11pm

Adjoining Properties Impacted (Notification needed?): will be given

Location, Dates and Times for Alcohol Ordinance Open Container Waiver: August 31, 2013 11am-11pm;  
From the corner of Memorial Drive to Short Laurel and from the  
Riverfront Park to Reid Street (the grassy area of Riverfront only).

Alcohol Sale Requirements (Temporary license, commercial establishment license, etc): Temporary License through the State.

Handicapped Accessibility: Yes

**Items Outstanding:**

Outstanding Fees: \$ 100<sup>06</sup>

Site Plan Sketch

501(C) (3) Certificate of Exemption on File

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

---

- Required Permits (federal, state, local): \_\_\_\_\_
- Alcohol License (copy)
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**PRE-PLANNING MEETING**

Name of Special Event: \_\_\_\_\_ Date \_\_\_\_\_

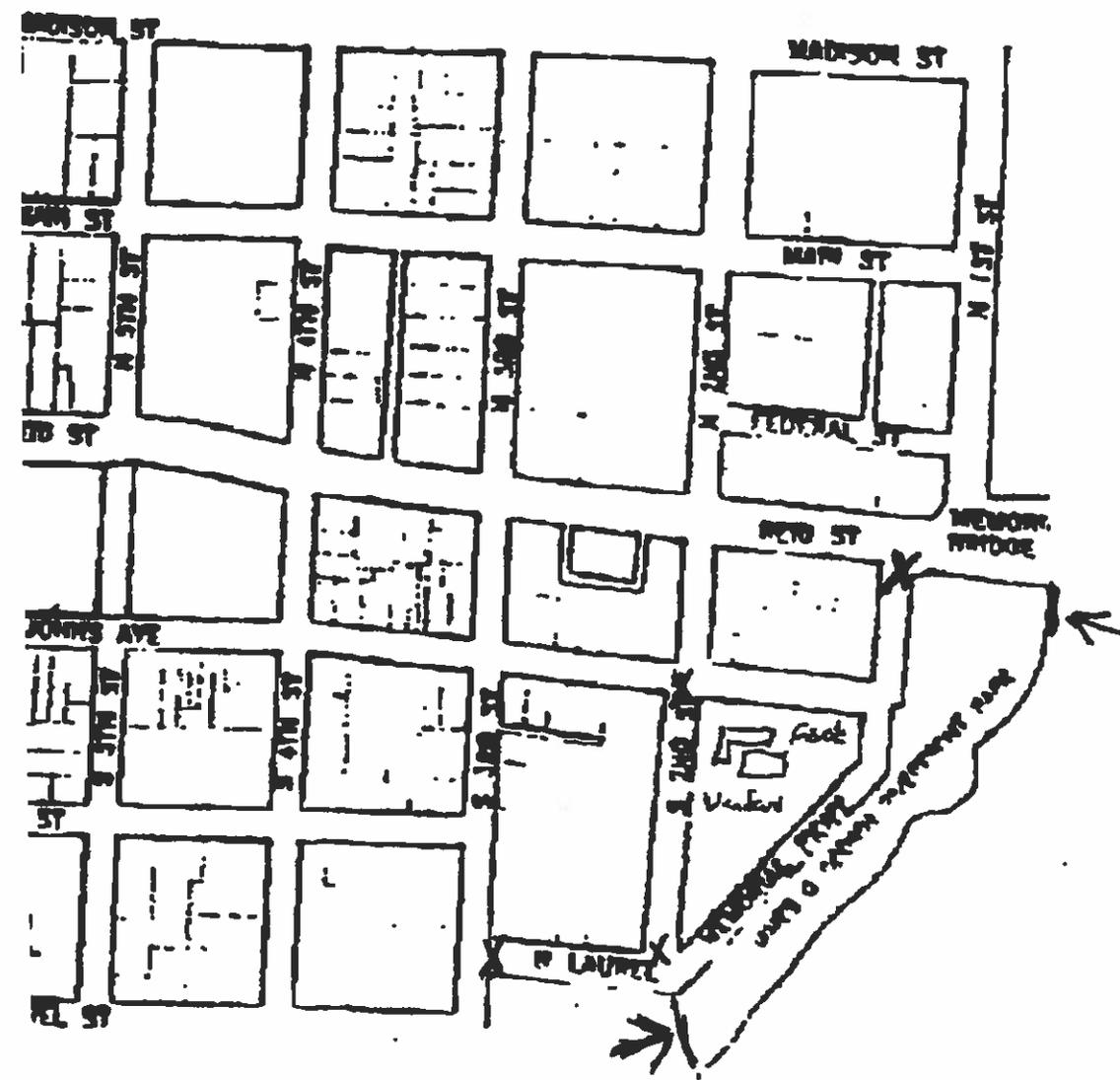
**Persons Attending Planning Meeting:**

<u>Name</u>	<u>Representing</u>	<u>Position</u>	<u>Phone #</u>

NOTES

Fireworks start @ 9pm  
Extra Police Officers @ Lepu on August 31, 2013

# alaska



X = Road Closures  
K = Alcohol Boundary



City of Palatka Special Events

201 North 2nd Street  
 Palatka FL 32177

# Invoice

Date	Invoice #
8/1/2013	12

<b>Bill To</b>
Downtown Palatka Inc. Sam Deputy 623 St. Johns Avenue Palatka FL 32177

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Class A Special Events Permit (1,000 up to 10,000 in attendance per day) for the Gem City Shrimp Blast	150.00	150.00
24	Police Officers at \$18.00 an hour per officer for the Gem City Shrimp Blast	18.00	432.00
24	Administrative Fee per hour for the Gem City Shrimp Blast	5.00	120.00
6	Sanitation Green Roll Out Containers for the Gem City Shrimp Blast	15.00	90.00

NET 14 DAYS PRIOR TO EVENT	<b>Total</b>	\$792.00
----------------------------	--------------	----------

# *Agenda Item*

*3d-1*



CITY COMMISSION AGENDA ITEM

**SUBJECT:** Special Request Item for the Special Events Permit # 13-33 – 8/17/2013 “Palatka Trail Festival” – Putnam County Trails Council and City of Palatka – Request to exceed allowable noise levels

**DEPARTMENT:** Special Events

**ATTACHMENTS:**  Ordinance  Resolution  Motion  
 Support Documents  Other

**SUMMARY:** This is a request to exceed allowable noise levels established by Chapter 30, Article IV, of the Palatka Municipal Code. Putnam County Trail Council and City of Palatka has applied for a special events permit for a ribbon cutting of the Trail Opening at the Fred Green Park on Main Street. This is a Saturday event; the hours are 8:00 a.m. – 3:00 p.m.

The request is being made due to the amplified sound from the loud speaker system and band.

**RECOMMENDED ACTION:** Grant permission to exceed allowable noise levels set by Chapter 30 of the Palatka Municipal Code for the “Palatka Trail Festival” Ribbon Cutting at the Fred Green Park on August 17, 2013 from 8:00 a.m. to 3:00 p.m.

**DEPARTMENT HEAD** Submitted: Jeff Norton *JN* Date: 7/26/2013  
Requested Agenda Consent Date: 7/26/2013

**FINANCE DEPARTMENT** Budgeted  Yes  No  N/A Date:

**CITY ATTORNEY** Approved as to Form and Correctness Date:

**CITY MANAGER** Approved Agenda Item For: *[Signature]* Date: 7/30/13

**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

APPLICATION # 13-34

(circle one below)

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

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

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

RECEIVED  
JUL 10 2013

BY: .....

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

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

KRAIG McLane, PUTNAM Co. Trails Council & City of Palatka

CONTACT PERSON SAME TELEPHONE 937-0522

FAX # \_\_\_\_\_

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

CONTACT PERSON \_\_\_\_\_ TELEPHONE \_\_\_\_\_

FAX # \_\_\_\_\_

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY Palatka Trail

FESTIVAL

4. DATE & HOURS OF DESIRED USE: August 17, 2013 8AM to 3pm

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

Fred Green Park, PAL Trail

6. REQUEST FOR ROAD CLOSURES: \_\_\_\_\_

7. REQUEST FOR NOISE VARIANCE(Dates and Times): NO

8. REQUEST FOR ALCOHOL VARIANCE: NO

9. ESTIMATE OF ANTICIPATED ATTENDANCE 800

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT EST. - 10 police cars / Sheriff cars

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

- a.) CLASS A: \_\_\_\_\_ \$150.00 up to 10,000 in attendance per day
- \_\_\_\_\_ \$225.00 10,000 - 40,000 in attendance per day
- \_\_\_\_\_ \$300.00 - 40,000 - 80,000 in attendance per day

b.) CLASS B: \_\_\_\_\_ \$100.00 per day

c.) CLASS C: \_\_\_\_\_ \$ 50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats, ETC.

d.) Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)

Number of Days \_\_\_\_\_ Fee Required (Yes/No) \_\_\_\_\_ Check Enclosed? \_\_\_\_\_

12. OTHER COSTS: Fees will be determined at the pre-assessment meeting with the organizers and the Special Events Committee.

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

**IMPORTANT INFORMATION**

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT DOES NOT INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. Organizers are required to contact the City of Palatka Parks Department office at 386-329-0100 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

**Acceptance of your application should in no way be construed as final approval or confirmation of your request.**  
Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

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

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

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

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

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

August 8, 2013  
DATE

  
SIGNATURE OF APPLICANT

**APPROVED:**

  
SPECIAL EVENTS COORDINATOR

DATE

**RETURN TO:**  
JEFF NORTON  
SPECIAL EVENTS COORDINATOR  
201 N. 2<sup>nd</sup> Street  
Palatka, FL 32177

**COPIES TO:**  
Parks Dept.  
Police Dept.  
Fire Dept.  
Sanitation Dept.

(FOR ADDITIONAL INFORMATION PLEASE CALL THE PARKS DEPARTMENT OFFICE AT 386-329-0175.)



# CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: \_\_\_\_\_ Special Events Coordinator: \_\_\_\_\_

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

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

Name of Special Event/ Production: Palatka Trail Festival

Type of Event: Community - Nonprofit - trail opening

Type of Event Activities (concerts, street dances, races, contests, competitions, regattas, arts/crafts displays, still motion picture production, etc. – attach separate listing if necessary)  
trail bike rides, walks, music, community-nonprofit  
Booths, Back Pack - to school program

Location of Event: Fred Green Park, Rail Trail

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

	Date	Day	Begin	End
Event Day 1	<u>8/17/13</u>	<u>SAT.</u>	<u>10</u> <u>AM</u> /PM	<u>2</u> <u>AM</u> (PM)
Event Day 2	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 3	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 4	_____	_____	_____ AM/PM	_____ AM/PM

Set-up for event will begin on (Date) 8/17/13 at (time) 8 AM

Break down will be completed by (Date) 8/17/13 at (time) 3 PM

Event Sponsor/Organization Palatka Trail Festival

Name of Promoter: Putnam Co. Trails Council Tax Exempt No.: \_\_\_\_\_  
CITY of Palatka

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

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

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

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

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

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

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

Parks Personnel    # Personnel \_\_\_\_\_ X \_\_\_\_\_ Hours @ \$14/hour \$ \_\_\_\_\_

Sanitation Personnel # Personnel \_\_\_\_\_ X \_\_\_\_\_ Hours @ \$14/hour \$ \_\_\_\_\_

Utilities Personnel    # Personnel \_\_\_\_\_ X \_\_\_\_\_ Hours @ \$14/hour \$ \_\_\_\_\_

Sanitation Equipment Fee

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

Additional Charges (List)

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

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

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

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

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

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

**APPLICANT INFORMATION:**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cellular: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cellular: \_\_\_\_\_  
Address: \_\_\_\_\_

**Other Contacts/ Key Holders:**

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cellular: \_\_\_\_\_

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cellular: \_\_\_\_\_

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

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

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

Inspection(s)- Date and time requested: \_\_\_\_\_  
\_\_\_\_\_

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

Number of EMS Personnel required: \_\_\_\_\_

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

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

- Number and location of temporary signs/banners: \_\_\_\_\_  
\_\_\_\_\_
- Number and location of promotional visual effects: \_\_\_\_\_  
\_\_\_\_\_
- Watercraft: \_\_\_\_\_
- Aircraft: \_\_\_\_\_
- Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.):  
\_\_\_\_\_  
\_\_\_\_\_
- Date(s) and times of setup/ breakdown: \_\_\_\_\_  
\_\_\_\_\_
- Name(s) and Type of Musical Bands to Perform (dates & times of performance): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Noise Abatement Requirements: \_\_\_\_\_  
\_\_\_\_\_
- Adjoining Properties Impacted (Notification needed?): \_\_\_\_\_  
\_\_\_\_\_
- Location, Dates and Times for Alcohol Ordinance Open Container Waiver: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Alcohol Sale Requirements (Temporary license, commercial establishment license, etc): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Handicapped Accessibility: \_\_\_\_\_  
\_\_\_\_\_

**Items Outstanding:**

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

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

**PRE-PLANNING MEETING**

Name of Special Event: \_\_\_\_\_ Date \_\_\_\_\_

Persons Attending Planning Meeting:

Name	Representing	Position	Phone #

# *Agenda Item*

*3d-2*



CITY COMMISSION AGENDA ITEM

SUBJECT: Special Request for the Special Events Permit #13-32 - 9/14/2013 "Blast of Grass" Concert – Water Works Environmental Education Center – Request to exceed allowable noise levels

DEPARTMENT: Special Events

ATTACHMENTS: \_\_\_ Ordinance \_\_\_ Resolution \_\_\_ Motion
\_\_\_ X Support Documents \_\_\_ Other

SUMMARY: This is a request to exceed allowable noise levels established by Chapter 30, Article IV, of the Palatka Municipal Code. The Water Works Environmental Education Center has applied for a special events permit for a concert to be held at the Palatka Old Water Works Environmental Education Center on 1101 White Water Drive Palatka FL. This is a fundraiser for the Palatka Old Water Works Environmental Education Center. This is a Saturday event; the hours are 6:00 p.m. – 9:00 p.m.

The request to exceed allowable noise levels is being made for the band Blast of Grass playing on Saturday 9/14/13 from 6:00 p.m. – 9:00 p.m.

RECOMMENDED ACTION: Grant permission to exceed allowable noise levels set by Chapter 30 of the Palatka Municipal Code for the "Blast of Grass" concert fundraiser at the Palatka Old Water Works Environmental Education Center on September 14th, 2013 from 6:00 p.m. to 9:00 p.m.

DEPARTMENT HEAD Submitted: Jeff Norton Date: 7/26/2013
Requested Agenda Consent Date: 7/26/2013

FINANCE DEPARTMENT Budgeted \_\_\_ Yes \_\_\_ No \_\_\_ N/A Date:

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: [Signature] Date: 7/31/13

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 \_\_\_ WWT

APPLICATION # 1332

RECEIVED  
JUN 19 2013

(circle one below)

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

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

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

BY: .....

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

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER

WWEEC Advisory Group  
CONTACT PERSON Sharrn Duvinton TELEPHONE 325-9585  
FAX # 329-3411

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

CONTACT PERSON \_\_\_\_\_ TELEPHONE \_\_\_\_\_  
FAX # \_\_\_\_\_

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY "Blast of Grass"

to RAISE funds for Water Works Wetland Restoration

4. DATE & HOURS OF DESIRED USE: 6pm - 9pm 9/14/13

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

6. REQUEST FOR ROAD CLOSURES: N/A

7. REQUEST FOR NOISE VARIANCE (Dates and Times): 6pm - 9pm

8. REQUEST FOR ALCOHOL VARIANCE: N/A

9. ESTIMATE OF ANTICIPATED ATTENDANCE 50-80

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

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

- a.) CLASS A: \_\_\_\_\_ \$150.00 up to 10,000 in attendance per day
- \_\_\_\_\_ \$225.00 10,000 - 40,000 in attendance per day
- \_\_\_\_\_ \$300.00 - 40,000 - 80,000 in attendance per day
- b.) CLASS B: \_\_\_\_\_ \$100.00 per day
- c.) CLASS C:  \$ 50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing tournaments with less than 40 boats, ETC.
- d.) Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)

Number of Days 1 Fee Required (Yes/No) (No) Check Enclosed? \_\_\_\_\_

12. OTHER COSTS: Fees will be determined at the pre-assessment meeting with the organizers and the Special Events Committee.

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





# CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: \_\_\_\_\_ Special Events Coordinator: \_\_\_\_\_

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

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

Name of Special Event/ Production: Blast of GRASS

Type of Event: Fundraising Concert for WWEEC

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

Location of Event: Water Works Env. Ed. Center

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

	Date	Day	Begin	End
Event Day 1	<u>9/14/13</u>	<u>Sat.</u>	<u>6</u> AM/PM <input checked="" type="radio"/>	<u>9</u> AM/PM <input checked="" type="radio"/>
Event Day 2	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 3	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 4	_____	_____	_____ AM/PM	_____ AM/PM

Set-up for event will begin on (Date) 9/14/13 at (time) 4pm

Break down will be completed by (Date) 9/15/13 at (time) 10pm

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

**APPLICANT INFORMATION:**

Name: Shann Purinton  
Telephone: 306-325-9585 Fax: \_\_\_\_\_ Cellular: SAME  
Address: 121 Daniel Church Rd, Palatka, FL

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cellular: \_\_\_\_\_  
Address: \_\_\_\_\_

**Other contacts/Keyholders:**

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Cellular: \_\_\_\_\_ Fax: \_\_\_\_\_

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Cellular: \_\_\_\_\_ Fax: \_\_\_\_\_

Estimated Peak Number of Participants (each day of event):  
Day 2 \_\_\_\_\_ Day 3 \_\_\_\_\_ Day 4 \_\_\_\_\_ Day 1 50-80  
Day 5 \_\_\_\_\_

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

Number and proposed location of fire protection services: 1 by hand stage  
in Bldg. 2 Fire Extinguishers inside building

Inspection(s) - Date and time requested: NO VENDORS

Emergency medical services: Ambulance Location(s) (note on site map): N/A

Number of EMS Personnel required: N/A

Number and proposed location of portable toilets: (note location on site map)  
Permanent facilities - N/A 2 handicap Accessible.  
Restrooms already at building

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

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

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

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

Special Events Permit Fees \$ 50 Per day X 1 Days \$ 50<sup>00</sup>

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

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

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

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

Parks Personnel # Personnel \_\_\_\_\_ X \_\_\_\_\_ Hours @ \$14/hour \$ \_\_\_\_\_

Sanitation Personnel # Personnel \_\_\_\_\_ X \_\_\_\_\_ Hours @ \$14/hour \$ \_\_\_\_\_

Utilities Personnel # Personnel \_\_\_\_\_ X \_\_\_\_\_ Hours @ \$14/hour \$ \_\_\_\_\_

**Sanitation Equipment Fee**

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

**Additional Charges (List)**

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

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

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

Number and location of temporary signs/banners: n/a

Number and location of promotional visual effects: n/a

Watercraft: n/a

Aircraft: n/a

Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.):

Date(s) and times of setup/ breakdown: 9/15/13 Setup 4pm; Breakdown by 10pm on 9/15/13

Name(s) and Type of Musical Bands to Perform (dates & times of performance): 9/15/13  
6pm-9pm - Band Name = Blast of Grass

Noise Abatement Requirements: 6pm-9pm

Adjoining Properties Impacted (Notification needed?): Residents

Location, Dates and Times for Alcohol Ordinance Open Container Waiver: n/a

Alcohol Sale Requirements (Temporary license, commercial establishment license, etc.): n/a

Handicapped Accessibility: Yes

**Items Outstanding:**

Outstanding Fees: \$ \_\_\_\_\_

Site Plan Sketch

501(C) (3) Certificate of Exemption

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

**PRE-PLANNING MEETING**

Name of Special Event: \_\_\_\_\_ Date \_\_\_\_\_

**Persons Attending Planning Meeting:**

Name	Representing	Position	Phone #

# *Agenda Item*

*3d-3*



CITY COMMISSION AGENDA ITEM

SUBJECT: Special Request Item for Special Events Permit #13-33 – 9/21/13 “The Big Push” Auto Push Race – Palatka Christian Service Center – Request to exceed allowable noise levels

DEPARTMENT: Parks/Special Events

ATTACHMENTS:  Ordinance  Support Documents  Resolution  Motion  Other

SUMMARY: This is a request to exceed allowable noise levels established by Chapter 30, Article IV, of the Palatka Municipal Code. Palatka Christian Service Center has applied for a special events permit for a fundraiser event to be held at the Moseley Elementary School track off Husson Avenue. This is a Saturday event; the hours are 8:30 a.m. – 5:00 p.m.

The request is being made due to the amplified sound from the loud speaker system. There is no sound from the “automobiles” – the autos are being pushed around the track by teams of participants. Beck Auto is donating the vehicles for the race.

RECOMMENDED ACTION: Grant permission to exceed allowable noise levels set by Chapter 30 of the Palatka Municipal Code for “The Big Push” Auto Push Race Fundraiser at Moseley Elementary School Track on September 21, 2013 from 8:30 a.m. to 5:00 p.m.

DEPARTMENT HEAD Submitted: Jeff Norton *JN* Date: 7/26/2013  
Requested Agenda Consent Date: 7/26/2013

FINANCE DEPARTMENT Budgeted  Yes  No  N/A Date:

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: *[Signature]* Date: 7/30/13

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

APPLICATION # 13-33

RECEIVED  
JUL 01 2013

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

BY: .....

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

1. NAME AND ADDRESS OF APPLICANT/ORGANIZER  
PALATKA CHRISTIAN SERVICE CENTER 820-2 REID ST  
PALATKA, FL. 32178

CONTACT PERSON DENNIS CHILDEYS TELEPHONE 904-631-5282  
386-328-0984 PM FAX # Christian Service Center  
328-0984

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

CONTACT PERSON D. CHILDEYS TELEPHONE 904-631-5282  
386-328-0984 - P.M. FAX # \_\_\_\_\_

3. DESCRIPTION AND/OR NAME OF PROPOSED ACTIVITY FUND RAISER THE Big Push  
Auto Push RACE - 1 VEHICLE AT A TIME - TIMED

4. DATE & HOURS OF DESIRED USE: SEP 20th SETUP SEP 21st EVENT

5. PORTION FOR WHICH PERMISSION IS DESIRED (City Dock, Amphitheater, Gazebo, etc.)  
NOISE MOSELY SCHOOL TRACKS

6. REQUEST FOR ROAD CLOSURES: 0

7. REQUEST FOR NOISE VARIANCE (Dates and Times): 9-21-13 - 8:30 AM - 5:00 PM

8. REQUEST FOR ALCOHOL VARIANCE: 0

9. ESTIMATE OF ANTICIPATED ATTENDANCE 200

10. NUMBER AND TYPE OF AUXILIARY VEHICLES/EQUIPMENT 0

11. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES  
a.) CLASS A: \_\_\_\_\_ \$150.00 up to 10,000 in attendance per day  
                  \_\_\_\_\_ \$225.00 10,000 - 40,000 in attendance per day  
                  \_\_\_\_\_ \$300.00 - 40,000 - 80,000 in attendance per day  
b.) CLASS B: \_\_\_\_\_ \$100.00 per day  
c.) CLASS C:  \$ 50.00 per day (Limited impact on traffic, parking etc.) Events such as Weddings, Fishing  
                  tournaments with less than 40 boats, ETC.  
d.) Any private entity/business(es) who are holding a function on private property that impacts neighboring businesses/residents  
                  within the City limits and, impacts City services will be assessed a fee amount accordingly. (7% Sales Tax)

Number of Days 1 Fee Required (Yes/No) \_\_\_\_\_ Check Enclosed? \_\_\_\_\_

12. OTHER COSTS: Fees will be determined at the pre-assessment meeting with the organizers and the Special Events Committee.

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

**IMPORTANT INFORMATION**

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT DOES NOT INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. Organizers are required to contact the City of Palatka Parks Department office at 386-329-0100 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

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

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

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

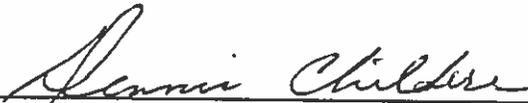
**The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage or expense (including all cost and reasonable attorney's fees) suffered by the City of Palatka for:**

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

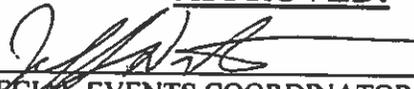
**ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109:** Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property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

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

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
SIGNATURE OF APPLICANT

**APPROVED:**

  
\_\_\_\_\_  
SPECIAL EVENTS COORDINATOR

\_\_\_\_\_  
DATE

**RETURN TO:**  
JEFF NORTON  
SPECIAL EVENTS COORDINATOR  
201 N. 2<sup>nd</sup> Street  
Palatka, FL 32177

**COPIES TO:**  
Parks Dept.  
Police Dept.  
Fire Dept.  
Sanitation Dept.

(FOR ADDITIONAL INFORMATION PLEASE CALL THE PARKS DEPARTMENT OFFICE AT 386-329-0175.)



# CITY OF PALATKA PLANNING MEETING PRE-EVENT ASSESSMENT LIST

To be completed by Special Events Coordinator:

Meeting Date: \_\_\_\_\_ Special Events Coordinator: \_\_\_\_\_

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

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

Name of Special Event/ Production: THE Big Push

Type of Event: PUSH CAR RACE

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

RACE BY PUSHING CARS ONE AT A TIME

Location of Event: BEASLY SCHOOL TRACK

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

	Date	Day	Begin	End
Event Day 1	<u>SEP 21, 2013</u>	<u>SAT</u>	<u>9:00</u> (AM/PM)	<u>5:00</u> (AM/PM)
Event Day 2	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 3	_____	_____	_____ AM/PM	_____ AM/PM
Event Day 4	_____	_____	_____ AM/PM	_____ AM/PM

Set-up for event will begin on (Date) SEP 20, 2013 at (time) 9:00 AM

Break down will be completed by (Date) SEP. 21st 2013 at (time) 8:00 PM

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

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

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

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

Special Events Permit Fees \$ 50<sup>00</sup> Per day X 1 Days \$ 50<sup>00</sup>

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

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

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

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

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

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

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

**Sanitation Equipment Fee**

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

**Additional Charges (List)**

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

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

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

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

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

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

**APPLICANT INFORMATION:**

Name: DENNIS CHIHES  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cellular: 904-631-5282  
Address: 820-2 REID ST. PALATKA FL 32177

Name: SHEILA M<sup>c</sup>COY  
Telephone: 386-328-0984 Fax: 386-325-5161 Cellular: \_\_\_\_\_  
Address: \_\_\_\_\_

**Other Contacts/ Key Holders:**

Name: NONE  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cellular: \_\_\_\_\_

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cellular: \_\_\_\_\_

Estimated Peak Number of Participants (each day of event):  
Day 1 200  
Day 2 \_\_\_\_\_ Day 3 \_\_\_\_\_ Day 4 \_\_\_\_\_ Day 5 \_\_\_\_\_

Type of special effects to include pyrotechnics, explosives, discharging weapons, hazardous materials and/or incendiary devices to be used: - 0 -

Number and proposed location of fire protection services: - 0 -

Inspection(s)- Date and time requested: \_\_\_\_\_

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

Number of EMS Personnel required: \_\_\_\_\_

Number and proposed location for portable toilets: (note location on site map) - 0 - 0  
TOILETS ARE THERE AND FUNCTIONAL

- Carnival location (if any) (note location on site map) - 0 -
- Number of sanitation roll-out containers required - 0 - 0
- Location of parking/transportation services, if any: \_\_\_\_\_
- Type Transport Vehicles (Van, Buses, etc.) 0
- Location of security and emergency vehicle parking on site: in field
- Public street barricades/street closures/detours: (note locations on site map) 0
- Temporary Parking, directional Signage needed: VOLUNTEERS WILL DIRECT
- Main emergency vehicle access to site (location-also note on site map): \_\_\_\_\_
- Location of proposed temporary structures, fences, grandstands, bandstands, judges stands, Bleachers, hospitality tents, booths, etc.: (note on site map): NONE  
GRAND STANDS ARE ON SITE
- Number and proposed location of vendors, concessions and/or Sponsor/Promoter(s) stands (note on site map) CONCESSION STAND ON SITE
- Number and location of static/mobile displays (note on site map): NONE
- Location of event staff management (headquarters): \_\_\_\_\_
- Staff Uniform Identification: Badges
- Main sound system location: in field
- Number and location of special activities (launching areas, animal attractions, amusements Car shows, parade routes, competition courses, etc.): 2

Number and location of temporary signs/banners: \_\_\_\_\_

Number and location of promotional visual effects: \_\_\_\_\_

Watercraft: NONE

Aircraft: NONE

Types & Location of On-Site Advertising (banners, balloons, posters, flyers, air structures, signs, etc.): \_\_\_\_\_

Date(s) and times of setup/ breakdown: SET UP SEP 20th BREAKDOWN SEP 21st PM

Name(s) and Type of Musical Bands to Perform (dates & times of performance): \_\_\_\_\_

Noise Abatement Requirements: \_\_\_\_\_

Adjoining Properties Impacted (Notification needed?): \_\_\_\_\_

Location, Dates and Times for Alcohol Ordinance Open Container Waiver: NONE

Alcohol Sale Requirements (Temporary license, commercial establishment license, etc): NONE

Handicapped Accessibility: YES - AT GATE

**Items Outstanding:**

Outstanding Fees: \$ \_\_\_\_\_

Site Plan Sketch

501(C) (3) Certificate of Exemption

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

Required Permits (federal, state, local): \_\_\_\_\_

Alcohol License (copy) - *NONE NEEDED*

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

**PRE-PLANNING MEETING**

Name of Special Event: \_\_\_\_\_ Date \_\_\_\_\_

**Persons Attending Planning Meeting:**

Name	Representing	Position	Phone #

# *Agenda Item*

*3e*



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:** City Commission/CRA Meeting Schedule Changes for August, 2013

**DEPARTMENT:** City Hall Administration

**ATTACHMENTS:** \_\_\_ Ordinance  Resolution \_\_\_ Motion  
 Support Documents \_\_\_ Other

**SUMMARY:** The City Commission has held two budget workshops. A third budget workshop is called to be held on Thursday, August 29 at 4:00 p.m. A workshop call follows this Summary.

Also, the Palatka Gas Authority Board has expressed a desire to hold a joint meeting with the Palatka City Commission. That joint meeting will also be called for August 29 to be held at 6:00 p.m. or immediately following the budget workshop, whichever is later.

The revised meeting calendar reflects these changes.

**RECOMMENDED ACTION:** No action required – for information only.

**DEPARTMENT HEAD** Submitted: Betsy Driggers, City Clerk Date: 08-01-13  
Requested Agenda Consent Date: 08-08-13

**FINANCE DEPARTMENT** Budgeted \_\_\_ Yes \_\_\_ No \_\_\_ N/A Date:

**CITY ATTORNEY** Approved as to Form and Correctness Date:

**CITY MANAGER** Approved Agenda Item For:  Date: 8/2/13

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

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

**VERNON MYERS**  
MAYOR - COMMISSIONER

**MARY LAWSON BROWN**  
VICE MAYOR - COMMISSIONER

**ALLEGRA KITCHENS**  
COMMISSIONER

**PHIL LEARY**  
COMMISSIONER

**JAMES NORWOOD, JR.**  
COMMISSIONER



**MICHAEL J. CZYMBOR**  
CITY MANAGER

**BETSY JORDAN DRIGGERS**  
CITY CLERK

**MATTHEW D. REYNOLDS**  
FINANCE DIRECTOR

**GARY S. GETCHELL**  
CHIEF OF POLICE

**MICHAEL LAMBERT**  
CHIEF FIRE DEPT.

**DONALD E. HOLMES**  
CITY ATTORNEY

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

**August 2, 2013**

**TO COMMISSIONERS: MARY LAWSON BROWN, ALLEGRA KITCHENS,  
PHIL LEARY AND JAMES NORWOOD, Jr.:**

You are hereby notified that a workshop meeting of the Palatka City Commission is called to be held on August 29, 2013, at the regular meeting place of the Palatka City Commission, Palatka City Hall, 201 N. 2<sup>nd</sup> Street, Palatka, Florida, to commence at 4:00 p.m.

The purpose of the meeting is to hold a budget workshop for FY 2013-14 per TRIM calendar requirements.

*Isl Vernon Myers*  
Vernon Myers, MAYOR

We acknowledge receipt of a copy of the foregoing notice of a special meeting on the 2<sup>nd</sup> day of August, 2013.

*Isl Mary Lawson Brown*  
COMMISSIONER

*Isl Phil Leary*  
COMMISSIONER

*Isl James Norwood, Jr.*  
COMMISSIONER

*Isl Allegra Kitchens*  
COMMISSIONER

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.

*Agenda  
Item*

*3<sub>f</sub>*



CITY COMMISSION AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, Florida, declaring certain Golf Course property to be surplus, and directing the City Manager to dispose of it in accordance with city administrative procedures

DEPARTMENT: Admin/City Manager

ATTACHMENTS: \_\_\_ Ordinance \_\_\_ X Resolution \_\_\_ Motion
\_\_\_ x Support Documents \_\_\_ Other

SUMMARY: This is a request to adopt a resolution declaring the following golf course property as surplus property for disposition:

- One (1) Lastec mower- model no. 721xR, serial no. 18940105
One (1) Toro 3100 greensmower model no. 04353, serial no. 200000165
One (1) John Deere greensmower model no. 2243, serial no. Mo2243A959047

These items have been replaced.

RECOMMENDED ACTION: Adopt Resolution No. 2013-9-\_\_\_ declaring certain Golf Course maintenance equipment as surplus property and authorizing the City Manager to dispose of said Fire Engine in accordance with City administrative procedures.

DEPARTMENT HEAD Submitted: B. Driggers for B Weed Date: 08/06/13
Requested Agenda Consent Date: 08/08/13

FINANCE DEPARTMENT Budgeted \_\_\_ Yes \_\_\_ No \_\_\_ N/A Date:

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: [Signature] Date: 8/6/13

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 -**

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

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

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

One (1) Lastec mower- model no. 721xR, serial no. 18940105  
One (1) Toro 3100 greensmower model no. 04353, serial no. 200000165  
One (1) John Deere greensmower model no. 2243, serial no. Mo2243A959047; and

**WHEREAS**, this property has become obsolete over time, and

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

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

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

- Section 1: The above recitals are true and correct, and are incorporated herein by reference;
- Section 2: The golf course property described as One (1) Lastec mower- model no. 721xR, serial no. 18940105, One (1) Toro 3100 greensmower model no. 04353, serial no. 200000165 and One (1) John Deere greensmower model no. 2243, serial no. Mo2243A959047 is declared to be surplus property to be disposed of in accordance with administrative procedures;
- Section 3: The City Manager is hereby authorized to dispose of the surplus property in a manner consistent with administrative procedures, and to amend the City's inventory accordingly.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of August, 2013, by the City Commission of the City of Palatka, Florida.

**PALATKA CITY COMMISSION**

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

**ATTEST:**



## **SURPLUS PROPERTY REQUEST**

**To:** Michael J. Czymbor, City Manager  
**From:** Bobby Weed, BWGM, Inc.  
**Dept:** Golf Course  
**CC:** Betsy Driggers, City Clerk; Matt Reynolds, Finance Director  
**Date:** 8/6/13

---

**This is a request to declare the following property as surplus, for disposal:  
(attach extra sheet if necessary)**

	<u>Item/Description</u>	<u>Quantity</u>	<u>Invent. Control/Serial No.</u>
1.	Lastec mower- model no. 721xR	1	serial no. 18940105
2.	Toro 3100 greensmower model no. 04353	1	serial no. 00000165
3.	John Deere greensmower model no. 2243	1	serial no. Mo2243A959047
4.	_____		
5.	_____		
6.	_____		
7.	_____		
8.	_____		
9.	_____		
10.	_____		

---

**DISPOSITION: All surplus property will be disposed of at on-line auction. If you have an alternative disposal request, please state your request here (attach another sheet if necessary):**

# *Agenda Item*

*4*



AGENDA ITEM

SUBJECT: Adopt Resolution 2013-9-133 amending Central Business District Tax Increment Fund Budget for FY 2012-2013 to facilitate the Century Block Redevelopment Project

DEPARTMENT: City Hall

ATTACHMENTS:  Ordinance  Resolution  Motion  
 Support Documents  Other

SUMMARY: On May 30, 2013 the City of Palatka accepted Riverfront Development Group as the most qualified respondent for the development of Areas 1 and 2, commonly known as the 100 block and authorized the city manager to negotiate a phased development agreement. On June 27 the Palatka CRA voted to send a recommendation to the commission to pass a resolution to commit funds for the clean-up of the "Century Block" in order to facilitate its development, contingent upon an agreement with the proposed Developer, Riverfront Development Group, LLC being reached. During the June 27 Commission meeting, the Commission voted to hold off on adopting the resolution until a contract agreement had been reached with the Developer. On August 18<sup>th</sup> the Commission voted to enter in to a Contract for Purchase and Sale of the property to RDG, LLC.

This Resolution commits funds for the cleanup and remediation of any hazardous material to get the buildings to a safe and marketable condition and to secure the buildings. A breakdown of costs for material and professional services is attached. Multiple openings in the roofs and walls of the buildings have resulted in water and pest intrusion. As a result, the interior condition of the buildings is not conducive to effectively marketing and pre-selling units. Also included in this is the cost to survey and re-plat the redevelopment areas in order to facilitate the sale of the property to the Developer.

At the beginning of this most recent Request for Proposals process, staff reiterated the point that the City must be an active participant in the redevelopment of the existing buildings and vacant land to realize its revitalization goals for the downtown riverfront. This includes finding ways to spur the redevelopment effort by donation of in-kind labor or funds to reduce the overall redevelopment cost. This is a reasonable and commonly accepted redevelopment practice used by other successful community redevelopment agencies and local governments.

RECOMMENDED ACTION: Adopt Resolution 2013-9-\_\_\_\_\_ amending the Central Business District Tax Increment Fund Budget for FY 2012-2013 to designate funds to facilitate the Century Block Redevelopment Project.

DEPARTMENT HEAD	Submitted: Betsy Driggers, City Clerk Requested Agenda: Regular	Date: 07-30-13 Date: 08-08-13
FINANCE DEPARTMENT	Budgeted <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A	Date: _____
CITY ATTORNEY	Approved as to Form and Correctness	Date: _____
CITY MANAGER	Approved Agenda Item For: 	Date: <u>7/31/13</u>

---

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

---

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

H:\City Commission\Agenda Requests\CRA Agenda Request Century Block Funding Request 6-27-13.doc

RESOLUTION No. 2013-9-\_\_\_\_\_

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AMENDING CENTRAL BUSINESS DISTRICT TAX INCREMENT  
FUND BUDGET FOR FY 2012-2013 TO FACILITATE THE  
CENTURY BLOCK REDEVELOPMENT PROJECT**

WHEREAS, on 6/27/13 the City of Palatka Community Redevelopment Agency voted to recommend the amendment of the FY 2012-2013 CBD/CRA Budget in order to fund the clean-up and remediation of the "Century Block" in order to facilitate its marketability and redevelopment, contingent upon the execution of a formal agreement with Riverfront Development Group, LLC, the chosen redeveloper; and

WHEREAS, on August 18, 2013 the Palatka City Commission adopted Resolution No. 144 authorizing the execution of a Contract for Sale with RDG, LLC for the redevelopment area containing the "Century Block;" and

WHEREAS, the contingency having been met, the City of Palatka deems it reasonable and necessary to amend the FY 2012-2013 budget to include funds to facilitate the Century Block Redevelopment Project.

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

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

EXPENDITURES:		Last	Recommended	As
<u>Expenditure Number</u>	<u>Description</u>	<u>Approved</u>	<u>Amendments</u>	<u>Amended</u>
030-30-580-6-6322	RIVERFRONT REDEVELOPMENT PROJECT	\$ -	\$ 26,479	\$ 26,479
030-30-580-9-9901	CONTINGENCY/RESERVE-DOWNTOWN	\$ (3,465)	\$ (26,479)	\$ (29,944)
TOTAL EXPENDITURES AMENDED:		\$ (3,465)	\$ -	\$ (3,465)

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 8<sup>th</sup> day of August, 2013.

CITY OF PALATKA

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

ATTEST:

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

APPROVED AS TO FORM  
AND CORRECTNESS:

**Riverfront Redevelopment Project**

<b>Description</b>	<b>Units</b>	<b>Amount</b>	<b>Cost</b>	<b>Total</b>
Equipment	LS	1	\$4,000.00	\$4,000.00
Initial Material	LS	1	\$2,000.00	\$2,000.00
Professional services	LS	1	\$8,000.00	\$8,000.00
Roll-off dumpster and disposal fees	EA	7	\$404.00	\$2,828.00
PPE - Gloves	EA	30	\$4.00	\$120.00
PPE - Hard Hats	EA	15	\$7.00	\$105.00
PPE - Goggles	EA	30	\$20.00	\$600.00
PPE -Respirators	EA	30	\$30.00	\$900.00
PPE - Disposable clothing	EA	120	\$4.65	\$558.00
Sealable bags	LS	1	\$200.00	\$200.00
Permit fees	LS	1	\$190.00	\$190.00
Hazardous Material Investigation	LS	1	\$2,000.00	\$2,000.00
Material	LS	1	\$4,000.00	\$4,000.00
Surveying and replatting	LS	1	\$3,000.00	\$3,000.00
Asbestos abatement protocol	LS	1	\$2,605.00	\$2,605.00
				\$31,106.00 <b>TOTAL</b>

OF \$20,000 FOR THE COMMISSION AND INSTALLATION OF SCULPTURE AT THE RIVERFRONT PARK – Commissioner Brown moved to adopt the Resolution as read. Commissioner Kitchens seconded the motion. A roll-call vote was taken, which yielded the following results: Commissioners Brown, Kitchens, Leary, Norwood and Mayor Myers, yes; Nays, none. The Resolution was declared adopted.

- b. **Adopt a Resolution** reallocating Central Business District Tax Increment Funds for the Century Block Clean-up – Commissioner Leary moved to ratify the vote of the CRA to adopt a resolution at a future date, contingent upon a contract being successfully negotiated with the developer and approved by the July 18<sup>th</sup> meeting. Commissioner Norwood seconded the motion, which was passed by a vote of four in favor, opposed by Commissioner Kitchens.

5. **BUDGET SUMMARY REPORT** – Oct. 2012 through May, 2013 – Matt Reynolds, Finance Director, presented his monthly budget summary report, noting this is updated to include May. He said the numbers presented in the budget workshop provide a more long-term look at the budget. There were no questions or comments.
6. **REQUEST** for extension of infrastructure to Ida Avenue to serve proposed development – Joe Galloway, contractor – **ITEM PULLED FROM THE AGENDA AT CONTRACTOR'S REQUEST**

**PUBLIC HEARINGS:** Mayor Myers opened the following Public Hearings:

7. **PUBLIC HEARING/DRAFT ORDINANCE** – Planning Board recommendation to amend the Comprehensive Plan Future Land Use Element Policy to allow for residential uses within commercial zoning districts that are also Community Redevelopment Areas – **Authorize transmittal of draft ordinance to State Agencies for review** – City of Palatka, Applicant – Commissioner Brown moved to transmit AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING FUTURE LAND USE ELEMENT POLICY A.1.9.3.A.2 OF THE COMPREHENSIVE PLAN TO ALLOW FOR RESIDENTIAL USES WITHIN COMMERCIAL ZONING DISTRICTS THAT ARE ALSO COMMUNITY REDEVELOPMENT AREAS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE to State Agencies for review as presented. Commissioner Leary seconded the motion. Mayor Myers opened the public hearing. There being no comments or discussion, the motion was voted upon and passed unopposed.
8. **ORDINANCE** de-annexing property inadvertently annexed into the City of Palatka – 1<sup>st</sup> Reading – The Clerk read an ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, CORRECTING (DE-ANNEXING) REAL ESTATE INCORPORATED INTO THE CITY OF PALATKA, FLORIDA IN AN ANNEXATION BY ERROR; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. Commissioner Norwood moved to pass the ordinance on first reading as read. Commissioner Leary seconded the motion. Mr. Holmes noted all they are doing tonight is de-annexing the property that was annexed in error. This ordinance does not annex the correct parcel. There being no further comments or discussion, a roll-call vote was taken, which yielded the following results: Commissioners Brown, Kitchens, Leary, Norwood and Mayor Myers, yes; Nays, none. The Ordinance was declared passed on first reading.
9. **ORDINANCE** amending Zoning Code Text to allow residential uses in Community Development Areas and C-2 Zoning Districts – 1<sup>st</sup> Reading – The Clerk read an ordinance entitled AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, ALLOWING RESIDENTIAL USES IN THE C-2 ZONING DISTRICT WITHIN COMMUNITY REDEVELOPMENT AREAS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE. Commissioner Norwood moved

City of Palatka

**GOLF COURSE REVENUES  
BUDGET SUMMARY  
75.00 % Yr Complete**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 REV YTD	2013 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL OPERATING REVENUES	752,564	463,353.70	661,225	559,912.67	101,312.33	84.68%
	TOTAL OTHER REVENUES	0	1,233.46	3,500	6,631.15	-3,131.15	189.46%
	TOTAL TRANSFERS IN	0	0.00	144,401	128,919.70	15,481.30	89.28%
	TOTAL DEBT PROCEEDS	0	0.00	21,840	21,839.86	0.14	100.00%
	TOTAL CASH BALANCE FORWARD	-968,821	0.00	-1,413,684	0.00	-1,413,684.00	0.00%
-----							
	TOTAL REVENUES	-216,257	464,587.16	-582,718	717,303.38	-1,300,021.38	-123.10%

City of Palatka

GOLF COURSE EXPENDITURES  
BUDGET SUMMARY  
75.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 EXP YTD	2013 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL PERSONNEL EXPENSES-MAINT	9,000	1,866.16	4,450	3,199.44	0.00	1,250.56	71.90%
	TOTAL OPERATING EXPENSES-MAINT	230,384	194,999.58	243,364	202,323.41	3,015.55	38,025.04	84.38%
	TOTAL CAPITAL EXPENSES-MAINTEN	8,500	0.00	18,150	15,687.32	0.00	2,462.68	86.43%
	TOTAL PERSONNEL-CLUB HOUSE	22,000	12,501.83	25,800	16,160.91	0.00	9,639.09	62.64%
	TOTAL OPERATING-CLUB HOUSE	450,790	435,501.80	503,139	396,549.28	12,592.40	93,997.32	81.32%
	TOTAL CAPITAL-CLUB HOUSE	0	0.00	0	0.00	0.00	0.00	0.00%
	TOTAL DEBT SERVICE	181,890	48,513.49	166,241	128,455.33	0.00	37,785.67	77.27%
	TOTAL TRANSFERS, CONTINGENCIES & RESERVES	0	0.00	-1,543,862	0.00	0.00	-1,543,862.00	0.00%
	TOTAL EXPENDITURES	902,564	693,382.86	-582,718	762,375.69	15,607.95	-1,360,701.64	-133.51%

City of Palatka

**SANITATION FUND REVENUES  
BUDGET SUMMARY  
75.00 % Yr Complete**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 REV YTD	2013 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL CHARGES FOR SERVICE	1,549,722	1,157,691.07	1,539,656	1,153,613.64	386,042.36	74.93%
	TOTAL OTHER REVENUES	8,902	8,901.95	0	214.31	-214.31	0.00%
	TOTAL CASH BALANCE FORWARD	0	0.00	6,495	0.00	6,495.00	0.00%
	TOTAL REVENUES	1,558,624	1,166,593.02	1,546,151	1,153,827.95	392,323.05	74.63%

City of Palatka

**SANITATION FUND EXPENDITURES  
BUDGET SUMMARY  
75.00 % Yr Complete**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 EXP YTD	2013 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL PERSONNEL SERVICES-MAINT	192,283	105,288.51	166,478	110,692.05	0.00	55,785.95	66.49%
	TOTAL OPERATING EXPENSES-MAINT	8,770	7,482.43	7,973	6,007.46	0.00	1,965.54	75.35%
	TOTAL CAPITAL EXPENSES-MAINT	0	0.00	0	0.00	0.00	0.00	0.00%
	TOTAL PERSONNEL-SANITATION	538,257	423,535.69	589,748	446,702.56	0.00	143,045.44	75.74%
	TOTAL OPERATING-SANITATION	545,988	472,394.15	570,200	417,727.33	26,131.46	126,341.21	73.26%
	TOTAL CAPITAL-SANITATION	0	0.00	0	0.00	0.00	0.00	0.00%
	TOTAL DEBT SERVICE	124,547	93,070.80	13,040	13,038.97	0.00	1.03	99.99%
	TOTAL TRANSFERS OUT	95,000	71,250.00	95,000	71,250.02	0.00	23,749.98	75.00%
	TOTAL CONTINGENCIES & RESERVES	0	0.00	103,712	0.00	0.00	103,712.00	0.00%
-----								
	TOTAL EXPENDITURES	1,504,845	1,173,021.58	1,546,151	1,065,418.39	26,131.46	454,601.15	68.91%

City of Palatka

**CDBG REVENUES  
BUDGET SUMMARY  
75.00 % Yr Complete**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2013 REV YTD	2013 BUDGET	CURRENT YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL GRANTS	560,903	258,407.27	7,000	7,000.07	-0.07	100.00%
	TOTAL OTHER REVENUES	5,113	5.82	2,134	2,124.12	9.88	99.54%
	TOTAL CASH BALANCE FORWARD	33,546	0.00	45,314	0.00	45,314.00	0.00%
	TOTAL REVENUES	599,562	258,413.09	54,448	9,124.19	45,323.81	16.76%

City of Palatka

WATER FUND EXPENDITURES  
BUDGET SUMMARY  
75.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 EXP YTD	2013 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL PERSONNEL EXPENSES-WATER	430,165	329,350.90	467,436	364,205.66	0.00	103,230.34	77.92%
	TOTAL OPERATING EXPENSES-WATER	523,094	449,378.64	613,742	380,836.45	24,841.10	208,064.45	62.05%
	TOTAL CAPITAL EXPENSES-WATER	19,250	19,250.00	69,000	24,691.14	0.00	44,308.86	35.78%
	TOTAL PERSONNEL EXPENSES-SEWER	543,569	394,456.79	540,443	388,353.60	0.00	152,089.40	71.86%
	TOTAL OPERATING EXPENSES-SEWER	394,950	267,578.21	370,920	255,823.74	9,718.19	105,378.07	68.97%
	TOTAL CAPITAL EXPENSES-SEWER	2,708,371	2,644,675.49	0	46,551.39	0.00	-46,551.39	0.00%
	TOTAL PERSONNEL EXPENSES-W&S	697,900	524,204.87	728,582	556,631.06	0.00	171,950.94	76.40%
	TOTAL OPERATING EXPENSES-W&S	80,792	80,682.77	114,492	88,075.33	1,628.72	24,787.95	76.93%
	TOTAL CAPITAL EXPENSES-W&S	122,478	86,246.22	85,500	53,507.07	19,164.88	12,828.05	62.58%
	TOTAL PERSONNEL EXPENSES-ADMIN	126,534	92,648.13	131,150	99,700.32	0.00	31,449.68	76.02%
	TOTAL OPERATING EXPENSES-ADMIN	99,831	90,551.12	103,531	98,485.07	2,056.88	2,989.05	95.13%
	TOTAL CAPITAL EXPENSES-ADMIN	0	0.00	0	0.00	0.00	0.00	0.00%
	TOTAL DEBT SERVICE	802,713	332,983.73	812,871	331,511.23	0.00	481,359.77	40.78%
	TOTAL TRANSFERS OUT	260,000	195,000.00	260,000	195,000.02	0.00	64,999.98	75.00%
	TOTAL CONTINGENCIES & RESERVES	282,393	0.00	80,861	0.00	0.00	80,861.00	0.00%
	TOTAL EXPENDITURES	7,092,040	5,507,006.87	4,378,528	2,883,372.08	57,409.77	1,437,746.15	65.85%

City of Palatka

CDBG EXPENDITURES  
 BUDGET SUMMARY  
 75.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 EXP YTD	2013 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL OPERATING EXPENSES	18,667	25,666.63	16,334	16,333.39	0.00	0.61	100.00%
	TOTAL CAPITAL EXPENSES	0	0.00	0	0.00	0.00	0.00	0.00%
	TOTAL TRANSFERS OUT	544,916	249,420.13	0	0.00	0.00	0.00	0.00%
	TOTAL CONTINGENCIES & RESERVES	35,979	0.00	38,114	0.00	0.00	38,114.00	0.00%
	TOTAL EXPENDITURES	599,562	275,086.76	54,448	16,333.39	0.00	38,114.61	30.00%

*Agenda  
Item*

5



AGENDA ITEM

SUBJECT: Budget Summary (October – June 2013)

DEPARTMENT: Finance

ATTACHMENTS:  Ordinance  Resolution  Motion
 Support Documents  Other

SUMMARY: Budget Summary Report for October through June 2013. See attached report.

RECOMMENDED ACTION: No action requested

DEPARTMENT HEAD

Submitted: Matt Reynolds Date: 07-24-13
Requested Agenda: Regular Date: 08-08-13

FINANCE DEPARTMENT Budgeted  Yes  No  N/A Date: 07-24-13

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: [Signature] Date: 7/30/13

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

# Budget Report

## October-June 2013

### Overall:

This budget report covers the months of October through June which covers 9 months of the fiscal year (75.00%). We will continue to present a monthly budget report to the commission in the future in order to keep the City Commission informed as to the status of the revenues and expenditures of the City.

### General Fund:

#### Revenues (page 1)

##### *Revenue Sources above 75.00%:*

Total Property Taxes were at 101.28% which is primarily due to the timing of the receipts of property taxes. Property taxes are disbursed by the Putnam County Tax Collector beginning in November and continuing through June, however the vast majority of property taxes are received by the end of February. The final distribution was received in June and we realized a higher than expected collection rate of 96.985% while we only budgeted 95%. This resulted in an additional \$49,502 that was received over and above the budgeted amount. This amount was partially offset by a lower than expected delinquent amount collected of \$8,792 below budget. The net effect was a positive \$40,710 that was received over the budgeted amounts.

Utility Service Taxes were 79.97% due to the utility service taxes on water and gas being above budgeted estimates at the end of June. Communication Service Taxes were at 100.44% due to a correction by the Department of Revenue to our monthly disbursement in December. Franchise fees were at 94.11% due to the lump sum payment of one year's worth of franchise fees by Clay Electric. Transfers In were at 90.51% due to the receipt of \$500,000 from the Gas Authority that was requested for this fiscal year. The Gas Authority agreed to transfer \$100,000 a month for the first five months of the fiscal year, which means the Transfers In line will remain elevated and eventually level out as the year progresses.

##### *Revenue Sources below 75.00%:*

Local option taxes are comprised of gas and fuel taxes, discretionary sales surtax and fire and police state premium money that are contributed to the police and fire pension funds. The total percent was 65.13%, however since the fire and police premium disbursements are not received until August or September, a more accurate percentage would be 71.96%. This means that both local option gas taxes as well as discretionary sales surtax were below budget by 3.04%. This revenue section will continue to be monitored and expenditures may need to be adjusted in order to account for the lower than expected revenue. If these revenue streams continue to remain 3.04% below budget, the difference between the actual and budget at year end will be -\$35,548.

Licenses and Permits were at 44.73% which is 30.27% below budget. If this trend continues, the difference between actual and budget at year end will be -\$56,127.

State and Federal grants were well below budget at 13.53%, however since the revenues are based upon expenditures for these grant projects this line being below budget does not adversely affect the operations of the General Fund.

State Shared revenues were slightly below budget at 72.06%. This was due to the Half-Cent Sales Tax revenue line being at 68.43% which is 6.57% below budget. If this trend continues, the difference between actual and budget at year end will be -\$24,295.

Grants from Local Units were at 34.21% which is 40.79% below budget. The only revenue line under this section is HIDTA, which is a type of Police Overtime reimbursement. If this trend continues, the difference between actual and budget at year end will be -\$4,307.

Shared Revenues for Local Units were at 7.12% which is 67.88% below budget. This was due to \$25,000 being budgeted for an expected payment from Putnam County in regards to the Crestwood Nursing Home property on Palm Ave. For approximately 30 years, the County has paid the City \$5,000 as a form of Payment in Lieu of Taxes (PILOT) for Crestwood Nursing Home which is located in the old hospital building off Palm Ave. The City originally gave the piece of land that this building is located on to the County in the 1950's in order for the County to build a hospital. Once the new hospital was built on the west side of town and the old hospital off Palm Ave was closed, a nursing home company began renting the building from the County for which they pay a monthly rent, however since the County owns the land they do not pay property taxes on the land or the building. In the 1980's, the County agreed to pay the City \$5,000 a year. It has remained the same amount ever since, however during the budget season last year it was estimated that we would be able to get the County to pay an increased amount. This does not appear that it will come to fruition so this amount may need to be reduced back to \$5,000. Since this will most likely be reduced from \$25,000 to \$5,000, the impact to the budget will be -\$20,000.

Charges for Services were at 68.12% which is approximately 7% below budget. This was primarily due to Cemetery Services and Cemetery Vault sales being below budget at 36.53% and 67.51%, respectively. If this trend continues, the difference between actual and budget will be -\$15,740.

Fines and Forfeits were 38.93% below budget. This was primarily due to Red Light Camera Fines being well below budget by 45.92%. This revenue stream will continue to be monitored and adjustments will be made if needed. Any adjustments to the revenue will not adversely affect the operations of the General Fund since all of the proceeds were budgeted for reserves and a one-time capital expense to purchase police vehicles in August 2013; however this capital expense can be removed in favor of another lease which will not impact this FY budget.

Miscellaneous Revenues were also below budget at 59.71%. This was primarily due to the sale of Cemetery lots being approximately 38.5% below budget. If this trend continues, the difference between actual and budget at year end will be -\$35,945.

If all of the trends mentioned above continue, the total impact to the revenues would be approximately -\$191,962 however the revenues lines that are surpassing the budget estimates should cover this deficit.

We will continue to monitor all revenue sources and will be preparing budget amendments throughout the year to ensure that the budgeted amounts are as accurate as possible.

Expenditures (page 2): The only departments that were over the 75.00% mark were City Hall (City Manager's Office, City Clerk's Office and Finance Department), Legal Counsel, and Other Governmental Services. City Hall exceeded budget due to accounting and auditing, building maintenance and operating supplies; there were several large non-recurring expenses incurred however as the year progresses the percent expended will decrease back to being within the proper range. All other departments within the General Fund were under the 75.00% mark.

### **Airport Fund:**

**Revenues (page 3):** Total operating revenues were at 78.41%. This was primarily due to fuel sales being over 75.00%. Total other revenues were below the 75.00% mark due to the revenues from the sale of surplus materials (millings, lime rock, timber and clean fill sand) not coming in as expected. Adjustments to this revenue section will need to be made in order to accurately reflect the estimated amount of total revenues received for these sales. End of the year projections show that these revenues will be approximately \$163,000 below the budgeted amounts.

Grants were also well below budget at 31.82%, however since the revenues are based upon the expenditures for grant projects this line being below budget does not adversely affect the operations of the Airport.

As with the General Fund, we will continue to monitor all revenue sources and will be preparing budget amendments throughout the year to ensure that the budgeted amounts are as accurate as possible.

**Expenditures (page 4):** Personnel services exceeded the 75.00% mark due to changes in personnel which were not anticipated during the budget process. Operating expenses were also above the 75.00% mark due to fuel costs being higher than anticipated. This is offset by the excess revenues being generated by the sale of these fuels.

Operating and other revenues exceeded personnel, operating and debt service expenditures through June by \$1,128.

### **TIF Fund:**

**Revenues (page 5):** Revenues were well above the 75.00% due to the County's entire share of the annual property taxes being received in December. A portion of the City's share will be transferred every month throughout the fiscal year until the total amount of the City's share has been transferred.

**Expenditures (page 6):** The total expenses for the Downtown, North and South Historic Districts were all under the 75.00% mark. Transfers out were slightly above the 75.00% mark due to the reimbursement of the Mainstreet Manager's salary to the General Fund being completed in December. This percentage will fall back within the proper range as the year progresses.

### **Water Fund:**

**Revenues (page 7):** Charges for service were slightly below the 75.00% mark. Other Revenues were well above budget due to the Communication Tower Lease line. This is due to payment structure of two of the companies that lease space on the tower.

**Expenditures (page 8):** Personnel expenses for the water plant, water and sewer distribution and water administration departments were above 75.00%. This was primarily due to three quarterly payments for workers comp being made so far this fiscal year as well as a majority of the holiday pay being expended and expenses on overtime nearing the budgeted amount.

Operating expenses in the water and sewer distribution department were over budget due to equipment and vehicle maintenance expenditure lines along with insurance claims and professional services being over 75.00%. Operating expenses in the water administration department were over budget due to professional services, accounting and auditing, equipment maintenance and operating supplies being over the 75.00% mark.

Revenues exceeded expenditures by \$212,882.

### **Golf Course Fund:**

**Revenues (page 9):** Operating revenues for the golf course were at 84.68% due to revenues from twilight golf, regular rounds of golf, cart rentals, memberships, driving range and pro shop sales being over the 75.00% mark. We are continuing to monitor the revenues at the Golf Course very closely and will be adjusting the budgeted amounts as needed throughout the year to ensure that we present the Commission with the most accurate information available.

**Expenditures (page 10):** Operating expenses for both the course maintenance and club house departments exceeded the 75.00% mark. Capital Expenses for the course maintenance department were at 86.43% due to a large one-time capital expense to repair the well on hole #3 which will be used to water the greens. As previously stated, we are closely monitoring the Golf Course Fund and will be making adjustments as needed.

Expenditures exceeded revenues by \$45,072.

**Sanitation Fund:**

**Revenues (page 11):** Charges for service were .07% below the 75.00% mark.

**Expenditures (page 12):** Total expenditures for the sanitation fund were below the 75.00% mark. The personnel section in the sanitation department exceeded 66.67% due to three quarterly payments for liability insurance being made so far this fiscal year. Debt service was at 100% due to the final payments on the garbage truck loan being made in October.

Revenues exceeded expenditures by \$88,410.

**CDBG Fund:**

**Revenues (page 13):** Other revenues were at approximately 100% due to the final payments being made on a mortgage in relation to a CDBG grant project from 1993.

**Expenditures (page 14):** Operating expenditures were at 100% as the final payments have been made to Fred Fox for administration of the latest CDBG project.

City of Palatka

GENERAL FUND REVENUES  
BUDGET SUMMARY  
75.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 REV YTD	2013 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL PROPERTY TAXES	3,201,120	3,043,023.55	3,189,697	3,230,407.06	-40,710.06	101.28%
	TOTAL LOCAL OPTION TAXES	1,268,279	854,835.46	1,292,063	841,491.24	450,571.76	65.13%
	TOTAL UTILITY SERVICE TAXES	844,948	658,604.90	841,724	673,092.39	168,631.61	79.97%
	TOTAL COMMUNICATION SERV TAXES	193,731	109,616.95	108,716	109,199.37	-483.37	100.44%
	TOTAL LICENSES/PERMITS	154,083	91,469.05	185,422	82,940.58	102,481.42	44.73%
	TOTAL FRANCHISE FEES	819,899	515,771.21	811,541	763,758.28	47,782.72	94.11%
	TOTAL STATE/FEDERAL GRANTS	666,309	525,271.06	1,939,004	262,335.54	1,676,668.46	13.53%
	TOTAL STATE SHARED REVENUES	756,034	595,658.83	826,388	595,510.98	230,877.02	72.06%
	TOTAL GRANTS FROM LOCAL UNITS	6,857	5,239.53	6,547	2,239.97	4,307.03	34.21%
	TOTAL SHARED REV LOCAL UNITS	11,500	3,115.92	28,500	2,028.62	26,471.38	7.12%
	TOTAL CHARGES FOR SERVICES	161,618	126,217.23	224,850	153,162.68	71,687.32	68.12%
	TOTAL FINES & FORFEITS	115,084	74,727.75	652,988	254,186.44	398,801.56	38.93%
	TOTAL MISCELLANEOUS REVENUES	260,645	198,148.45	235,088	140,367.22	94,720.78	59.71%
	TOTAL TRANSFERS IN	764,709	246,740.62	830,099	751,348.88	78,750.12	90.51%
	TOTAL REIMBURSEMENTS	380,000	266,250.00	379,787	281,347.68	98,439.32	74.08%
	TOTAL DEBT PROCEEDS	0	0.00	294,310	23,333.35	270,976.65	7.93%
	TOTAL OPERATING REVENUES	9,604,816	7,314,690.51	11,846,724	8,166,750.28	3,679,973.72	68.94%
	TOTAL CASH BALANCE FORWARD	982,655	0.00	1,117,429	0.00	1,117,429.00	0.00%
	TOTAL REVENUES	10,587,471	7,314,690.51	12,964,153	8,166,750.28	4,797,402.72	62.99%

City of Palatka

GENERAL FUND EXPENDITURES  
BUDGET SUMMARY  
75.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 EXP YTD	2013 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	PERSONNEL & OPERATING EXPENSES							
	CITY HALL	821,476	659,095.35	813,852	616,997.07	2,017.47	194,837.46	75.81%
	INFORMATION TECHNOLOGY	3,303	1,651.56	144,330	81,097.08	10,666.93	52,565.99	56.19%
	LEGAL COUNSEL	57,205	41,402.66	58,451	58,347.57	0.00	103.43	99.82%
	OTHER GOVT SERVICES	152,949	156,247.68	78,662	60,602.66	23,992.40	-5,933.06	77.04%
	BUILDING & ZONING	338,421	274,094.86	364,137	244,397.62	2,107.70	117,631.68	67.12%
	POLICE DEPARTMENT	3,298,736	2,389,474.97	3,606,375	2,326,650.19	392,128.82	889,095.99	64.51%
	CODE ENFORCEMENT	0	0.00	27,178	13,761.07	439.71	12,977.22	50.63%
	FIRE DEPARTMENT	1,800,475	1,265,019.64	1,826,154	1,324,750.05	15,123.82	486,280.13	72.54%
	STREETS	503,083	456,544.40	505,389	339,411.75	5,018.34	160,958.91	67.16%
	CEMETERY	152,600	105,713.17	139,747	102,951.30	7,297.60	29,498.10	73.67%
	CULTURAL SERVICES	6,550	14,104.40	12,088	6,699.16	0.00	5,388.84	55.42%
	BRONSON HOUSE	54,130	38,327.86	68,289	45,345.07	0.00	22,943.93	66.40%
	PARKS AND RECREATION	359,037	293,932.18	365,145	260,869.51	3,544.03	100,731.46	71.44%
	PRICE MARTIN CENTER	30,074	18,040.80	22,355	16,701.05	0.00	5,653.95	74.71%
	BETTER PLACE PLAN	1,699,187	1,427,027.48	2,886,786	973,682.93	92,051.44	1,821,051.63	33.73%
	OPERATING EXPENSES SUBTOTAL	9,277,226	7,140,677.01	10,918,938	6,472,264.08	554,388.26	3,893,785.66	59.28%
	TRANSFERS	0	0.00	377,990	275,994.82	0.00	101,995.18	73.02%
	TRANSFERS & OPERATING SUBTOTAL	9,277,226	7,140,677.01	11,296,928	6,748,258.90	554,388.26	3,995,780.84	59.74%
	CONTINGENCIES	547,600	0.00	164,268	0.00	0.00	164,268.00	0.00%
	RESERVES	762,645	0.00	1,502,957	0.00	0.00	1,501,457.00	0.00%
	TOTAL EXPENDITURES	10,587,471	7,140,677.01	12,964,153	6,748,258.90	554,388.26	5,661,505.84	52.05%

City of Palatka

AIRPORT REVENUES  
BUDGET SUMMARY  
75.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 REV YTD	2013 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL GRANTS	3,999,674	3,614,915.25	1,501,422	479,320.19	1,022,101.81	31.92%
	TOTAL OPERATING REVENUES	822,682	656,758.49	889,905	697,747.89	192,157.11	78.41%
	TOTAL OTHER REVENUES	130,870	130,874.98	263,000	73,671.03	189,328.97	28.01%
	TOTAL TRANSFERS	0	0.00	0	0.00	0.00	0.00%
	TOTAL DEBT PROCEEDS	0	0.00	23,683	23,682.23	0.77	100.00%
	TOTAL CASH BALANCE FORWARD	61,955	0.00	-86,764	0.00	-86,764.00	0.00%
-----							
	TOTAL REVENUES	5,015,181	4,402,548.72	2,591,246	1,274,421.34	1,316,824.66	49.18%

City of Palatka

AIRPORT EXPENDITURES  
BUDGET SUMMARY  
75.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 EXP YTD	2013 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL PERSONNEL EXPENSES	155,465	103,611.11	133,346	109,364.18	0.00	23,981.82	82.02%
	TOTAL OPERATING EXPENSES	669,770	506,217.38	662,405	537,860.01	860.57	123,684.42	81.20%
	TOTAL CAPITAL EXPENSES	4,087,484	3,932,101.06	1,565,369	1,366,571.85	74,437.06	124,360.09	87.30%
	TOTAL DEBT SERVICE	217,616	41,910.56	227,214	146,749.15	0.00	80,464.85	64.59%
	TOTAL TRANSFERS, CONTINGENCIES & RESERVES	-115,154	0.00	2,912	0.00	0.00	2,912.00	0.00%
TOTAL EXPENDITURES		5,015,181	4,583,840.11	2,591,246	2,160,545.19	75,237.63	355,403.18	83.38%

City of Palatka

TIF REVENUES  
BUDGET SUMMARY  
75.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 REV YTD	2013 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL PROPERTY TAXES	452,393	448,521.89	379,410	330,385.28	49,024.72	87.08%
	TOTAL OTHER REVENUES	0	0.00	10,769	10,768.25	0.75	99.99%
030-00-331-0-7001	NEA GRANT	0	0.00	25,000	0.00	25,000.00	0.00%
	TOTAL CASH BALANCE FORWARD	625,752	0.00	499,495	0.00	499,495.00	0.00%
	TOTAL REVENUES	1,078,145	448,521.89	889,674	341,153.53	548,520.47	38.35%

City of Palatka

TIF EXPENDITURES  
BUDGET SUMMARY  
75.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 EXP YTD	2013 BUDGET	YTD EXPENDITURES	OUTSTANDING ENCUMBRANCES	AVAILABLE BUDGET	PERCENT EXPENDED
	TOTAL EXPENSES-DOWNTOWN	795,624	189,531.40	212,015	95,742.30	2,800.00	113,472.70	45.16%
	TOTAL EXPENSES-SOUTH HISTORIC	199,603	11,384.50	147,083	23,831.00	0.00	123,252.00	16.20%
	TOTAL EXPENSES-NORTH HISTORIC	82,918	44,487.50	68,866	20,030.00	0.00	48,836.00	29.09%
	TOTAL TRANSFERS OUT	0	0.00	330,098	251,347.64	0.00	78,750.36	76.14%
	TOTAL CONTINGENCIES & RESERVES	0	0.00	131,612	0.00	0.00	131,612.00	0.00%
-----								
	TOTAL EXPENDITURES	1,078,145	245,403.40	889,674	390,950.94	2,800.00	495,923.06	43.94%

City of Palatka

WATER FUND REVENUES  
BUDGET SUMMARY  
75.00 % Yr Complete

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	2012 BUDGET	2012 REV YTD	2013 BUDGET	YTD REVENUES	UNCOLLECTED	PERCENT COLLECTED
	TOTAL GRANTS	2,487,290	1,912,073.35	0	0.00	0.00	0.00%
	TOTAL CHARGES FOR SERVICES	3,079,810	2,900,949.16	4,026,971	3,017,589.83	1,009,381.17	74.93%
	TOTAL OTHER REVENUES	130,143	109,027.60	88,822	78,663.85	10,158.15	88.56%
	TOTAL TRANSFERS IN	252,680	149,711.01	0	0.00	0.00	0.00%
	TOTAL CASH BALANCE FORWARD	342,117	0.00	262,735	0.00	262,735.00	0.00%
-----							
	TOTAL REVENUES	7,092,040	5,071,761.12	4,378,528	3,096,253.68	1,282,274.32	70.71%

# *Agenda Item*

6



AGENDA ITEM

SUBJECT: Police Department Vehicle Purchase Financing

DEPARTMENT: Finance

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

SUMMARY: At the City Commission meeting on April 25, 2013, the Commission passed Resolution 2013-9-108 which authorized the purchase of 10 patrol/admin vehicles as well as the animal control and code enforcement vehicles. On July 10, 2013, the City received proposals in response to a request for proposals (RFP) for the financing of the purchase of these vehicles.

The City Manager and Finance Director have reviewed these proposals and determined that the most responsive proposal was from Branch Banking & Trust Company (BB&T) with an interest rate of 1.68% for the term of five years. Payments on this obligation will not begin until the next fiscal year (2013-2014) and an appropriation for the repayment of this obligation is already included in the proposed budget for next fiscal year.

Also included with this agenda summary is a resolution that will authorize the Mayor, City Manager and city staff to execute and attest all the necessary paperwork to complete the transaction. Copies of all other documents that will need to be completed in order to complete the transaction have also been included.

RECOMMENDED ACTION: Staff recommends adoption of Resolution 2013-9-\_\_\_\_\_ which accepts the most responsive proposal from BB&T and authorizes the Mayor, City Manager and city staff to execute and attest all necessary related documents.

DEPARTMENT HEAD Submitted: Matt Reynolds Date: 07-24-2013
Requested Agenda: Consent Date: 08-08-2013

FINANCE DEPARTMENT Budgeted [x] Yes [ ] No [ ] N/A Date: 07-24-2013

CITY ATTORNEY Approved as to Form and Correctness Date: \_\_\_\_\_

CITY MANAGER Approved Agenda Item For: [Signature] Date: 7/30/13

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 -**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ACCEPTING A PROPOSAL FROM BB&T FOR THE FINANCING OF THE PURCHASE OF POLICE DEPARTMENT VEHICLES AND AUTHORIZING THE MAYOR AND CITY STAFF TO EXECUTE AND ATTEST ALL NECESSARY CONTRACTS AND OTHER DOCUMENTS IN CONNECTION THEREWITH IN ORDER TO COMPLETE THE FINANCING TRANSACTION**

**WHEREAS**, the City of Palatka advertised and accepted Requests for Proposals (RFP) on July 10, 2013 for the financing of the purchase of police department vehicles; and

**WHEREAS**, the City Manager and Finance Director reviewed each response to the RFP and determined that the proposal by Branch Banking and Trust Company (BB&T) was the most responsive proposal; and

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

1. The City of Palatka hereby determines to finance the Project through Branch Banking and Trust Company ("BB&T"), in accordance with the proposal dated July 10, 2013. The amount financed shall not exceed \$300,000 the annual interest rate (in the absence of default or change in tax status) shall not exceed 1.68%, and the financing term shall not exceed 5 years from closing.
2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. The Mayor, City Manager and officers and employees of the City are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
3. The Finance Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The City Manager is authorized to approve changes to any Financing Documents previously signed by City officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the City Manager shall approve, with the Finance Director's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
4. The City shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The City hereby designates its obligations to make principal and interest payments under

the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The City intends that the adoption of this resolution will be a declaration of the City's official intent to reimburse expenditures for the project that is to be financed from the proceeds of the BB&T financing described above. The City intends that funds that have been advanced, or that may be advanced, from the City's general fund, or any other City fund related to the project, for project costs may be reimbursed from the financing proceeds.
6. All prior actions of City officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 8<sup>th</sup> day of August, 2013.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM  
AND CORRECTNESS:**

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

5130 Parkway Plaza Boulevard  
Charlotte, North Carolina 28217  
(704) 954-1700  
Fax (704) 954-1799

david.pierce@bbandt.com  
direct dial: 904-361-5253

VIA ELECTRONIC DELIVERY  
mreynolds@palatka-fl.gov  
don@donholmeslaw.com

July 25, 2013

Mr. Matt Reynolds  
Finance Director  
City of Palatka  
201 N. 2<sup>nd</sup> Street  
Palatka, FL 32178

Dear Mr. Reynolds:

We at Branch Banking and Trust Company are pleased that we will be working with you to provide financing for the City's purchase of various vehicles. By this letter we want to provide you with our proposed draft financing documents (please forward these to your attorney for review, also), and to outline the additional documentation we will need from you to close the financing.

We have enclosed the following draft documents for this financing:

1. **Leasing Agreement.** This is the main document for the financing. The Leasing Agreement sets out the loan and repayment terms, provides for the security interest that secures the loan and contains other provisions related to the City's care and use of the property being financed.
2. **Project Fund Agreement.** The Project Fund Agreement provides for the custody of financing proceeds pending their use on project costs. Please let us know as soon as possible if you will need any funds paid out at closing; we will need to know the exact amount you need at least three days prior to closing.
3. **Closing Certificate.** This certificate, among other things, identifies the officials authorized to sign financing documents. **Please note that we will need you to attach at closing a certified copy or executed original of the approving resolution your governing board adopts for this financing** (our suggested form of this resolution was attached to our financing proposal to you).
4. **Use of Proceeds Certificate.** This certificate provides information regarding the City's planned use and expenditure of financing proceeds, to document compliance with federal rules for tax-exempt financing. You will see that there are some blanks in paragraph four; we need information from you to complete these blanks. *The federal tax rules applicable to local government financings can be tricky and technical; please let us know if you want to discuss any aspect of the applicable tax rules.*

5. **Attorney's legal opinion.** The attorney's opinion must be on his or her letterhead, dated the day of closing and delivered at closing. **The opinion will not be valid if it is dated prior to the closing.**
6. **IRS Form 8038-G.** This form is used to provide the required notification to the IRS regarding the tax-exempt financing. We have partially completed this form based on information currently in our file. Please review this form and the companion instructions with your attorney and complete the remainder of the form, as well as make any required revisions.
7. **Invoicing Information Sheet.** We have also enclosed a form requesting invoicing instructions. Please complete and return this form along with the other documents so that we will know where to send reminder invoices for your payments.

After closing and when you are ready to request funds from the project fund account, you will need to submit to us a project fund requisition (this is an exhibit to the Project Fund Agreement) and attach to the requisition the following items:

1. **Copies of Certificates of Origin and Invoices.** For each vehicle, please provide us with a copy of the certificate of origin and invoice. (The vendor typically retains the originals of these items until delivery, but should be willing to provide copies to you prior to closing).
2. **Copy of Certificate of Property and Liability Insurance.** We have enclosed a summary sheet of our insurance requirements for you to forward to your insurance agent to assist in the preparation of the insurance certificate.

We appreciate your attention to these items. After reviewing the enclosed documents, please contact David Pierce at 904-362-5253 to review this package in detail, so he can answer your questions about the documents and ensure everyone's full understanding of what has to be done for the closing. When you call, he will also determine a convenient day and time for closing.

Sincerely,

**BB&T GOVERNMENTAL FINANCE**



Mary Comstock, NCCP  
Contract Administrator

Attachments

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** (this "Agreement") is dated as of August \_\_\_\_, 2013, and is between the **CITY OF PALATKA, FLORIDA**, a public body of the State of Florida (the "City"), and **BRANCH BANKING AND TRUST COMPANY ("BB&T")**.

### RECITALS:

The City has the power to acquire such personal property as it may deem appropriate for carrying out its governmental and proprietary functions, and to acquire such property pursuant to lease agreements. This Agreement provides for BB&T to make available to the City the sum of \$300,000.00 to enable the City to acquire the Equipment (as defined below) by lease, and provides for securing the City's obligations under this Agreement in favor of BB&T.

**NOW THEREFORE**, for and in consideration of the mutual promises in this Agreement, and other good and valuable consideration, the parties hereby agree as follows:

### **ARTICLE I**

#### **DEFINITIONS; INTERPRETATION**

Unless the context clearly requires otherwise, capitalized terms used in this Agreement and not otherwise defined shall have the following meanings:

"Additional Payments" means any of BB&T's reasonable and customary fees and expenses related to the transactions contemplated by this Agreement, any of BB&T's expenses (including attorneys' fees) in prosecuting or defending any action or proceeding in connection with this Agreement, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which BB&T is required to pay as a result of this Agreement, inspection and re-inspection fees, and any other amounts payable by the City (or paid by BB&T on the City's behalf) due and owing under this Agreement (together with interest that may accrue on any of the above if the City shall fail to pay the same, as set forth in this Agreement).

"Amount Advanced" has the meaning assigned in Section 2.02.

"Base Payments" means the rental payments payable by the City pursuant to Section 3.01.

"Bond Counsel Opinion" means a written opinion (in form and substance acceptable to BB&T) of an attorney or firm of attorneys acceptable to BB&T.

"Budget Officer" means the City officer from time to time charged with preparing the City's draft budget as initially submitted to the Governing Board for its consideration.

"Business Day" means any day on which banks in the State are not by law authorized or required to remain closed.

"City" means the City of Palatka, Florida.

"City Representative" means the City's Finance Director or such other person or persons at the time designated, by a written certificate furnished to BB&T and signed on the City's behalf by the presiding officer of the City's Governing Board, to act on the City's behalf for any purpose (or any specified purpose) under this Agreement.

"Closing Date" means the date on which this Agreement is first executed and delivered by the parties.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the City's obligations under this Agreement and all proposed (including temporary) regulations which, if adopted in the form proposed, would apply to such obligations. Reference to any specific Code provision shall be deemed to include any successor provisions thereto.

"Equipment" is as set forth in Exhibit A of this Agreement, as may be more particularly described in documentation submitted with requisitions for funds from the Project Fund account.

"Event of Default" means one or more events of default as defined in Section 6.01.

"Event of Nonappropriation" means any failure by the Governing Board to adopt, by the first day of any Fiscal Year, a budget for the City that includes an appropriation for Required Payments as contemplated by Section 3.05.

"Fiscal Year" means the City's fiscal year beginning October 1, or such other fiscal year as the City may later lawfully establish.

"Governing Board" means the City's governing board as from time to time constituted.

"Net Proceeds," when used with respect to any amounts derived from claims made on account of insurance coverages required under this Agreement, any condemnation award arising out of the condemnation of all or any portion of the Equipment, or any amounts received in lieu or in settlement of any of the foregoing, means the amount remaining after deducting from the gross proceeds thereof all expenses (including attorneys' fees and costs) incurred in the collection of such proceeds, and after reimbursement to the City or BB&T for amounts previously expended to remedy the event giving rise to such payment or proceeds.

"Payment Dates" means the dates indicated in Exhibit B.

"Prime Rate" means the interest rate so denominated and set by Branch Banking & Trust Company of North Carolina (whether or not such Bank, or any affiliate thereof, is at any time the counterparty to this Agreement) as its "Prime Rate," as in effect from time to time.

"Project Costs" means all costs of the design, planning, acquiring and installing the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Base Payments payable by the City under this Agreement, including (a) sums required to reimburse the City or its agents for advances for any such costs, (b) interest during the period of the acquisition and installation of the Equipment and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through this Agreement and all related transactions.

"Project Fund" has the meaning assigned in Section 2.02.

"Project Fund Agreement" has the meaning assigned in Section 2.02.

"Required Payments" means Base Payments and Additional Payments.

"State" means the State of Florida.

All references in this Agreement to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Agreement. The words "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number shall include the plural number and vice versa.

## ARTICLE II

### LEASE; ADVANCE

**2.01. Lease.** BB&T hereby leases to the City, and the City hereby leases from BB&T, the Equipment, for a term beginning on the Closing Date and ending upon final payment of all Required Payments, unless this Lease is earlier terminated. The City shall be entitled to possession of all property constituting any portion of the Equipment and may retain possession of all property constituting any portion of the Equipment so long as no Event of Default is continuing under this Agreement and no Event of Nonappropriation has occurred.

**2.02. Advance.** BB&T advances \$300,000.00 (the "Amount Advanced") to the City on the Closing Date, and the City hereby accepts the Amount Advanced from BB&T. BB&T is advancing the Amount Advanced by making a deposit to the Project Fund (the "Project Fund") as provided in the Project Fund Agreement of even date between City and BB&T. All amounts on deposit in the

Project Fund including the Amount Advanced and all investment earnings shall be used only for Project Costs until the Project Fund is terminated as provided under the Project Fund Agreement. Notwithstanding anything herein to the contrary, no funds will be advanced to Lessee hereunder until BB&T receives from Lessee the vehicle identification number(s) (VIN) and/or serial number(s) associated with the Equipment.

**2.03. [Reserved].**

**2.04. City's Limited Obligation.** (a) No provision of this Agreement shall be construed or interpreted as creating a pledge of the City's faith and credit within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as an improper delegation of governmental powers or as a donation or a lending of the City's credit within the meaning of the State constitution. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the City's moneys (other than the funds held under the Project Fund Agreement or this Agreement), nor shall any provision of this Agreement restrict the future issuance of any of the City's bonds or obligations payable from any class or source of the City's moneys (except to the extent this Agreement restricts the incurrence of additional obligations secured by the Equipment).

(b) Nothing in this Section is intended to impair or prohibit execution on the Equipment if the Required Payments are not paid when due or otherwise upon the occurrence of an Event of Default under this Agreement or the Project Fund Agreement.

**2.05. City's Continuing Obligations.** The City shall remain liable for full performance of all its covenants under this Agreement (subject to the limitations described in Section 2.04), including payment of all Required Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

(a) BB&T's waiver of any right granted or remedy available to it;

(b) The forbearance or extension of time for payment or performance of any obligation under this Agreement, whether granted to the City, a subsequent owner of the Equipment or any other person;

(c) The release of all or part of the Equipment or the release of any party who assumes all or any part of such performance;

(d) Any act or omission by BB&T (but this section provision does not relieve BB&T of any of its obligations under this Agreement) or the Project Fund Agreement;

(e) The sale of all or any part of the Equipment; or

(f) Another party's assumption of the City's obligations under this Agreement.

## ARTICLE III

### LESSEE'S PAYMENT OBLIGATION AND RELATED MATTERS

**3.01. Rental; Purchase Option.** (a) As rental for the Equipment, the City shall make Base Payments to BB&T in lawful money of the United States at the times and in the amounts set forth in Exhibit B, except as otherwise provided in this Agreement. As indicated in Exhibit B, the Base Payments reflect the repayment of the Amount Advanced and include designated interest components.

(b) Upon payment of all the Base Payments and all Additional Payments, the City may, at its option, purchase all of BB&T's interest in the Equipment, on an as-is, where-is basis, upon notice and payment to BB&T of the sum of Ten Dollars. This option to purchase the Equipment is personal to the City and is not assignable.

**3.02. Additional Payments.** The City shall pay all Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed in lawful money of the United States.

**3.03. Prepayment.** At its option on any on any scheduled Payment Date, the City may prepay the outstanding principal component of the Amount Advanced (in whole but not in part), and thereby obtain ownership of all the Equipment free of this lease and BB&T's interest in the Equipment, by paying (a) all Additional Payments then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) 101% of the outstanding principal component of the Amount Advanced.

**3.04. Late Payments.** If the City fails to pay any Base Payment when due, the City shall pay additional interest on the principal component of the late Base Payment at an annual rate equal to the Prime Rate from the original due date.

**3.05. Appropriations.** (a) The Budget Officer shall include in the initial proposal for each of the City's annual budgets the amount of all Base Payments and estimated Additional Payments coming due during the Fiscal Year to which such budget applies. Notwithstanding that the Budget Officer includes such an appropriation for Required Payments in a proposed budget, the Governing Board may determine not to include such an appropriation in the City's final budget for such Fiscal Year.

(b) The Budget Officer shall deliver to BB&T, within 15 days after the beginning of each Fiscal Year, a certificate stating whether an amount equal to the Base Payments and estimated Additional Payments coming due during the next Fiscal Year has been appropriated by the City in such budget for such purposes.

(c) The actions required of the City and its officers pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every City official to take such action and do such things as are required by law in the

performance of the official duty of such officials to enable the City to carry out and perform the actions required pursuant to this Section and the remainder of this Agreement to be carried out and performed by the City.

(d) The City reasonably believes that it can obtain funds sufficient to pay all Required Payments when due.

(e) The City acknowledges and agrees that the nonappropriation provisions of this Agreement are not intended to be used (i) as a substitute for convenience termination nor (ii) to allow the City to replace the Equipment with other substantially identical or functionally equivalent property. The City, to the extent permitted by law, agrees not to use the nonappropriation provisions for any such purpose.

**3.06. No Abatement.** There shall be no abatement or reduction of the Required Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the Equipment, except as expressly provided in this Agreement. The City assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever. The Base Payments shall be made in all events unless the City's obligation to make Base Payments is terminated as otherwise provided in this Agreement.

**3.07. Interest Rate and Payment Adjustment.** (a) "Rate Adjustment Event" means any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining (i) that the interest component of Base Payments, or any portion thereof, is includable in any counterparty's gross income for federal income tax purposes or (ii) that the City's obligations under this Agreement are not "qualified tax-exempt obligations" within the meaning of Code Section 265 (a "265 Event"), in any case as a result of any misrepresentation by the City or as a result of any action the City takes or fails to take.

(b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Amount Advanced shall continue to be payable on dates and in amounts as set forth in Exhibit B, but (ii) the interest components of the Base Payments shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any counterparty's gross income for federal income tax purposes (in the case of a 265 Event, retroactively to the Closing Date).

(c) The City shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected counterparty, notwithstanding the fact that any particular counterparty may not be a counterparty to this Agreement on the date of a Rate Adjustment Event. The City shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such counterparty and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Amount Advanced or any transfer to another counterparty.

## ARTICLE IV

### LESSEE'S' COVENANTS, REPRESENTATIONS AND WARRANTIES

**4.01. Indemnification.** To the extent permitted by law, the City shall indemnify, protect and save BB&T and its officers and directors harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Equipment or the transactions contemplated by this Agreement, including without limitation the possession, condition or use of the Equipment. The indemnification arising under this Section shall survive the Agreement's termination.

**4.02. Covenant as to Tax Exemption.** (a) The City shall not take or permit, or omit to take or cause to be taken, any action that would cause its obligations under this Agreement to be "arbitrage bonds" or "private activity bonds" within the meaning of the Code, or otherwise adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Base Payments to which such components would otherwise be entitled. If the City should take or permit, or omit to take or cause to be taken, any such action, the City shall take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

(b) In particular, the City covenants that it shall not permit the Amount Advanced, plus the investment earnings thereon (the "Proceeds"), to be used in any manner that would result in 5% or more of the Base Payments being directly or indirectly secured by an interest in property, or derived from payments in respect of property or borrowed money, being in either case used in a trade or business carried on by any person other than a governmental unit, as provided in Code Section 141(b), or result in 5% or more of the Proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Code Section 141(c); provided, however, that if the City receives a Bond Counsel Opinion that compliance with any such covenant is not required to prevent the interest components of Base Payments from being includable in the counterparty's gross income for federal income tax purposes under existing law, the City need not comply with such covenant.

(c) Unless the City qualifies for one or more exceptions to the arbitrage rebate requirement with respect to this financing, the City shall provide for the rebate to the United States of (i) at least 90% of the required rebate amount (A) on or before 60 days after the date that is five years from the Closing Date, and (B) at least once during each five years thereafter while the Obligations remain outstanding, and (ii) the entire required rebate amount on or before 60 days after the date of final payment of the Obligations. Payments shall be made in the manner prescribed by the Internal Revenue Service. The City shall cause the required rebate amount to be recomputed as of each fifth anniversary of the Closing Date, and again as of the date of final payment of the Obligations. The City shall provide BB&T with a copy of the results of such computation within 20 days after the end of each computation period or final payment of the Obligations. Each computation shall be prepared or approved, at the City's expense, by a person with experience in matters of accounting for federal income tax purposes, a bona fide arbitrage rebate calculating and

reporting service, or nationally-recognized bond counsel, in any case reasonably acceptable to BB&T. The City shall engage such rebate consultant to perform the necessary calculations not less than 60 days prior to the date of the required payment.

(d) The City acknowledges that its personnel must be familiar with the arbitrage rebate rules, because the tax-exempt status of the interest on the Obligations depends upon continuing compliance with such rules. The City therefore covenants to take all reasonable action to assure that City personnel responsible for the investment of and accounting for financing proceeds comply with such rules.

**4.03. Validity of Organization and Acts.** The City is validly organized and existing under State law, has full power to enter into this Agreement and has duly authorized and has obtained all required approvals and all other necessary acts required prior to the execution and delivery of this Agreement. This Agreement is a valid, legal and binding obligation of the City.

**4.04. Maintenance of Existence.** The City shall maintain its existence, shall continue to be a local governmental unit of the State, validly organized and existing under State law, and shall not consolidate with or merge into another local governmental unit of the State, or permit one or more other local governmental units of the State to consolidate with or merge into it, unless the local governmental unit thereby resulting assumes the City's obligations under this Agreement.

**4.05. Acquisition of Permits and Approvals.** All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the City's part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement and the acquisition and installation of the Equipment have been obtained and are in full force and effect, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.

**4.06. No Breach of Law or Contract.** Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated by this Agreement, nor the fulfillment of or compliance with the terms and conditions of this Agreement, (a) to the best of the City's knowledge, constitutes a violation of any provision of law governing the City or (b) results in a breach of the terms, conditions or provisions of any contract, agreement or instrument or order, rule or regulation to which the City is a party or by which the City is bound.

**4.07. No Litigation.** There is no litigation or any governmental administrative proceeding to which the City (or any official thereof in an official capacity) is a party that is pending or, to the best of the City's knowledge after reasonable investigation, threatened with respect to (a) the City's organization or existence, (b) its authority to execute and deliver this Agreement or to comply with the terms of this Agreement, (c) the validity or enforceability of this Agreement or the transactions contemplated by this Agreement, (d) the title to office of any Governing Board member or any other City officer, (e) any authority or proceedings relating to the City's execution or delivery of this Agreement, or (f) the undertaking of the transactions contemplated by this Agreement.

**4.08. No Current Default or Violation.** (a) The City is not in violation of any existing law, rule or regulation applicable to it, (b) the City is not in default under any contract, other agreement, order, judgment, decree or other instrument or restriction of any kind to which the City is a party or by which it is bound or to which any of its assets are subject, including this Agreement, and (c) no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including this Agreement, which constitutes or which, with notice or lapse of time, or both, would constitute an event of default hereunder or thereunder.

**4.09. No Misrepresentation.** No representation, covenant or warranty by the City in this Agreement is false or misleading in any material respect.

**4.10. Environmental Warranties and Indemnification.** (a) The City warrants and represents to BB&T that, to the best of the City's knowledge after thorough investigation, the Equipment is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials.

(b) The City covenants that the Equipment shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal maintenance and operation of the Equipment, and the City shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the City or any lessee, the release of Hazardous Materials onto the Equipment or suffer the presence of Hazardous Materials on the Equipment, except in connection with the normal maintenance and operation of the Equipment.

(c) The City shall comply with, and ensure compliance by all users and lessees with, all applicable federal, State and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Equipment free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. If the City receives any notices from any governmental agency or any lessee with regard to Hazardous Materials on, from or affecting the Equipment, the City shall immediately notify BB&T. The City shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Equipment in accordance with all applicable federal, State and local laws, ordinances, rules, regulations and policies and to BB&T's satisfaction.

(d) "Hazardous Materials" means any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos, or any other substance or material as defined by any federal, State or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 et seq.), and the regulations adopted and publications promulgated pursuant thereto.

(e) To the extent permitted by law, the City shall indemnify and hold BB&T harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against BB&T as a direct or indirect result of any warranty or representation made by the City in subsections (a) through (c) above being false or untrue in any material respect, or (ii) any requirement under any law, regulation or ordinance, local, State or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by BB&T or the City or any transferee or assignee BB&T or the City.

(f) The City's obligations under this Section shall continue in full force and effect notwithstanding full payment of the Required Payments under this Agreement.

**4.11. Further Instruments.** Upon BB&T's request, the City shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by BB&T to carry out more effectively the purposes of this Agreement or any other document related to the transactions contemplated by this Agreement, and all or any part of the Equipment intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Agreement.

**4.12. BB&T's Advances for Performance of City's Obligations.** If the City fails to perform any of its obligations under this Agreement, BB&T is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by BB&T (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Equipment, and any associated legal or other expenses), together with interest thereon at the Prime Rate, shall be secured as Additional Payments under this Agreement. The City promises to pay all such amounts to BB&T immediately upon demand.

**4.13. Equipment Will Be Used and Useful.** The acquisition and installation of the Equipment is necessary and expedient for the City, and will perform essential functions of the City appropriate for units of local government. The City has an immediate need for, and expects to make immediate use of, all of the Equipment, and does not expect such need or use to diminish in any material respect during the term of the Agreement. The Equipment will not be used in any private business or put to any private business use.

**4.14. Financial Information.** (a) The City shall send to BB&T a copy of the City's audited financial statements for each Fiscal Year within 30 days of the City's acceptance of such statements, but in any event within 180 days of the completion of such Fiscal Year.

(b) The City shall furnish BB&T, at such reasonable times as BB&T shall request, all other financial information (including, without limitation, the City's annual budget as submitted or approved) as BB&T may reasonably request. The City shall permit BB&T or its agents and representatives to inspect the City's books and records and make extracts therefrom.

**4.15. Taxes and Other Governmental Charges.** The City shall pay, as Additional Payments, the full amount of all taxes, assessments and other governmental charges lawfully made by any governmental body during the term of this Agreement. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the City shall be obligated to provide for Additional Payments only for such installments as are required to be paid during the Agreement term. The City shall not allow any liens for taxes, assessments or governmental charges with respect to the Equipment or any portion thereof to become delinquent (including, without limitation, any taxes levied upon the Equipment or any portion thereof which, if not paid, will become a charge on any interest in the Equipment, including BB&T's interest, or the rentals and revenues derived therefrom or hereunder).

**4.16. City's Insurance.** (a) The City shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to all Equipment in an amount equal to the estimated replacement cost, including installation costs, of the Equipment. Such property damage insurance shall include BB&T as a loss payee. The City shall provide evidence of such coverage to BB&T promptly upon installation of the Equipment. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 5.14.

(b) The City shall, at its own expense, acquire, carry and maintain comprehensive general liability insurance in an amount not less than \$1,000,000 for personal injury or death and \$1,000,000 for property damage.

(c) The City shall also maintain workers' compensation insurance issued by a responsible carrier authorized under State law to insure the City against liability for compensation under applicable State law as in effect from time to time.

(d) All insurance shall be maintained with generally recognized responsible insurers and may carry reasonable deductible or risk-retention amounts. All such policies shall be deposited with BB&T, provided that in lieu of such policies there may be deposited with BB&T a certificate or certificates of the respective insurers attesting the fact that the insurance required by this Section is in full effect. Prior to the expiration of any such policy, the City shall furnish BB&T evidence satisfactory to BB&T that the policy has been renewed or replaced or is no longer required by this Agreement.

(e) No City agent or employee shall have the power to adjust or settle any property damage loss greater than \$50,000 with respect to the Equipment, whether or not covered by insurance, without BB&T's prior written consent.

(f) BB&T shall not be responsible for the sufficiency or adequacy of any required insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by BB&T.

(g) The City shall deliver to BB&T annually by June 30 of each year a certificate stating that the risk coverages required by this Agreement are in effect, and stating the carriers, policy numbers, coverage limits and deductible or risk-retention amounts for all such coverages.

## ARTICLE V

### THE EQUIPMENT

**5.01. Acquisition and Installation.** The City shall comply with all provisions of law applicable to the acquisition of the Equipment, accept all portions of the Equipment when properly delivered, provide for the proper installation thereof and thereafter promptly place each such portion in service.

**5.02. Changes in Location.** The City shall promptly inform BB&T if any component of the Equipment shall be moved from the location designated for such Equipment at the time of its acquisition.

**5.03. Acquisition and Installation within Funds Available.** The City represents that, based upon its examination of the plans and specifications for the Equipment, estimated installation costs and the Equipment's anticipated configuration, the Equipment can be acquired and installed for a total price within the total amount of funds to be available therefore in the Project Fund, income anticipated to be derived from the investment thereof and other funds previously identified and designated for such purposes. If the total amount available for such purposes in the Project Fund shall be insufficient to pay the entire cost of acquiring and installing the Equipment, the City promises to pay any such excess costs, with no resulting reduction or offset in the amounts otherwise payable by the City under this Agreement.

**5.04. Disclaimer of Warranties.** The City agrees that BB&T has not designed the Equipment, that BB&T has not supplied any plans or specifications with respect thereto and that BB&T (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar Equipment, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component part thereof or any property or rights relating thereto at any stage of the acquisition, installation and equipping thereof, (c) has not at any time had physical possession of the Equipment or any component part thereof or made any inspection thereof or of any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the City intends therefore, or (iii) is safe in any manner or respect.

BB&T MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition

thereof; the safety, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Equipment's ability to perform any function; that the Amount Advanced will be sufficient to pay all costs of the acquisition and installation of the Equipment; or any other characteristic of the Equipment; it being agreed that the City is to bear all risks relating to the Equipment, the installation thereof and the transactions contemplated by this Agreement, and the City hereby waives the benefits of any and all implied warranties and representations of BB&T.

The provisions of this Section shall survive the Agreement's termination.

**5.05. Right of Entry and Inspection.** BB&T and its representatives and agents shall have the right to enter upon the City's property and inspect the Equipment from time to time during installation and after the completion of installation, and the City shall cause any vendor, contractor or sub-contractor to cooperate with BB&T and its representatives and agents during such inspections.

No right of inspection or approval granted in this Section shall be deemed to impose upon BB&T any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by BB&T shall be deemed to impose upon BB&T any duty or obligation whatsoever to identify or correct any defects in the Equipment or to notify any person with respect thereto, and no liability shall be imposed upon BB&T, and no warranties (either express or implied) are made by BB&T as to the quality or fitness of any improvement, any such inspection and approval being made solely for BB&T's benefit.

**5.06. Compliance with Requirements.** (a) The City shall cause the Equipment to be installed in a careful manner and in compliance with all applicable legal requirements.

(b) The City shall observe and comply promptly with all current and future requirements relating to the Equipment's use or condition imposed by (i) any judicial, governmental or regulatory body having jurisdiction over the Equipment or any portion thereof or (ii) any insurance company writing a policy covering the Equipment or any portion thereof, whether or not any such requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Equipment.

(c) The City shall obtain and maintain in effect all licenses and permits required for the Equipment's operation.

(d) The City shall in no event use the Equipment or any part thereof, nor allow the same to be used, for any unlawful purpose, or suffer any act to be done or any condition to exist with respect to the Equipment or any part thereof, nor any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

**5.07. Use and Operation.** The City shall use and operate the Equipment and related property as municipal vehicles, and for no other purpose unless required by law. The City shall be solely responsible for the Equipment's operation, and shall not contract with any other person or entity for the Equipment's operation.

**5.08. Maintenance and Repairs; Additions.** (a) The City shall keep the Equipment in good order and repair (reasonable wear and tear excepted) and in good operating condition, shall not commit or permit any waste or any other thing to occur whereby the value or usefulness of the Equipment might be impaired, and shall make from time to time all necessary or appropriate repairs, replacements and renewals.

(b) The City may, also at its own expense, make from time to time any additions, modifications or improvements to the Equipment that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the value or substantially alter the intended use, of the Equipment. The City shall do, or cause to be done, all such things as may be required by law in order fully to protect the interests of and all of BB&T's rights under this Agreement.

(c) Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Agreement and included in the "Equipment" for the purposes of this Agreement.

(d) Notwithstanding the provisions of subsection (c) above, however, the City may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Equipment. All such property shall remain the City's sole property in which BB&T shall have no interest; provided, however, that any such property which becomes permanently affixed to the Equipment shall be subject to BB&T's interest arising under this Agreement if BB&T shall reasonably determine that the Equipment would be damaged or impaired by the removal of such machinery, equipment or other tangible property.

**5.09. Security.** The City shall take all reasonable steps necessary to safeguard the Equipment against theft. The security afforded the Equipment shall at all times be equal to or better than the security afforded the City's personal property that is not subject to this Agreement.

**5.10. Utilities.** The City shall pay all charges for utility services furnished to or used on or in connection with the Equipment.

**5.11. Risk of Loss.** The City shall bear all risk of loss to and condemnation of the Equipment.

**5.12. Condemnation.**

(a) The City shall immediately notify BB&T if any governmental authority shall institute, or shall notify the City of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Equipment or any interest therein under the power of eminent domain, or if there shall be any damage to the Equipment due to governmental action, but not

resulting in a taking of any portion of the Equipment. The City shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to BB&T, and to the extent permitted by law hereby irrevocably authorizes and empowers BB&T, in the City's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the City receives any Net Proceeds arising from any such action, the City shall apply such Net Proceeds as provided in Section 5.14.

(b) If any of the real or personal property acquired or improved by the City (in whole or in part) using any portion of the Amount Advanced consists of or is located on any real property acquired by the City through the exercise of the power of eminent domain, or through the threat of the exercise of the power of eminent domain, then during the term of this Agreement the City may not transfer any interest in such real property to any entity other than a local governmental unit without BB&T's prior express written consent.

**5.13. No Encumbrance, Mortgage or Pledge of Equipment.**

(a) The City shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics' and materialmen's liens), charge, encumbrance or other claim in the nature of a lien on or with respect to the Equipment. The City shall promptly, at its own expense, take such action as may be duly necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred or suffered to exist.

(b) The City shall reimburse BB&T for any expense incurred by BB&T to discharge or remove any such mortgage, pledge, lien, security interest, encumbrance or claim, with interest thereon at the Prime Rate.

**5.14. Damage and Destruction: Use of Net Proceeds.** (a) The City shall promptly notify BB&T if (i) the Equipment or any portion thereof is stolen or is destroyed or damaged by fire or other casualty, (ii) a material defect in the installation of the Equipment shall become apparent, or (iii) title to or the use of all or any portion of the Equipment shall be lost by reason of a defect in title. Each notice shall describe generally the nature and extent of such damage, destruction or taking.

(b) If the Net Proceeds arising from any single event, or any single substantially related sequence of events, is not more than \$50,000, the City shall retain such Net Proceeds and apply the same to the prompt completion, repair or restoration of the Equipment, and shall promptly thereafter report to BB&T regarding the use of such Net Proceeds.

(c) If the Net Proceeds arising from any single event, or any single substantially related sequence of events, is more than \$50,000, then the City shall cause such Net Proceeds to be paid to an escrow agent (which shall be a bank, trust company or similar entity exercising fiduciary responsibilities) designated by BB&T for deposit in a special escrow fund to be held by such escrow agent. The City shall thereafter provide for the application of all Net Proceeds to the prompt completion, repair or restoration of the Equipment, as the case may be. The escrow agent shall disburse Net Proceeds for the payment of such costs upon receipt of requisitions in the form of

Exhibit A to the Project Fund Agreement. If the Net Proceeds shall be insufficient to pay in full the cost of completion, repair or restoration, the City shall either (i) complete the work and pay any cost in excess of the Net Proceeds, or (ii) not carry out such completion, repair or restoration, and instead apply the Net Proceeds, together with other available funds as may be necessary, to the prepayment of all outstanding Required Payments pursuant to Section 3.03.

(d) Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the City's property and shall be part of the Equipment.

## ARTICLE VI

### DEFAULTS AND REMEDIES; TERMINATION

**6.01. Events of Default.** An "Event of Default" is any of the following:

(a) The City's failing to make any Base Payment when due.

(b) The City's breaching or failing to perform or observe any term, condition or covenant of this Agreement or of the Project Fund Agreement on its part to be observed or performed, other than as provided in subsection (a) above, including payment of any Additional Payment, for a period of 15 days after written notice specifying such failure and requesting that it be remedied shall have been given to the City by BB&T, unless BB&T shall agree in writing to an extension of such time prior to its expiration.

(c) The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law by or against the City as a debtor, or the appointment of a receiver, custodian or similar officer for the City or any of its property, and the failure of such proceedings or appointments to be vacated or fully stayed within 30 days after the institution or occurrence thereof.

(d) Any warranty, representation or statement made by the City in this Agreement or in the Project Fund Agreement is found to be incorrect or misleading in any material respect on the Closing Date (or, if later, on the date made).

(e) Any lien, charge or encumbrance affecting the validity of the Agreement, is found to exist, or proceedings are instituted against the City to enforce any lien, charge or encumbrance against the Equipment .

(f) The City's failing to pay when due any principal of or interest on any of its general obligation debt.

**6.02. Remedies on Default.** Upon the continuation of any Event of Default, BB&T may, without any further demand or notice, exercise any one or more of the following remedies:

(a) Declare the unpaid principal components of the Base Payments immediately due and payable;

(b) Proceed by appropriate court action to enforce the City's performance of the applicable covenants of this Agreement or to recover for the breach thereof;

(c) As provided in the Project Fund Agreement, require BB&T to pay over any balance remaining in the Project Fund to be applied against outstanding Required Payments in any manner BB&T may reasonably deem appropriate; and

(d) Avail itself of all available remedies under this Agreement, and recovery of attorneys' fees and other expenses.

**6.03. [Reserved].**

**6.04. Consequences of Nonappropriation.** Upon an Event of Nonappropriation, the City shall have no further obligation to pay Base Payments beyond the end of the Fiscal Year for which amounts have been appropriated for Base Payments. This Agreement shall terminate on the last day of the Fiscal Year for which amounts have been appropriated for Base Payments without any penalty to the Borrower whatsoever. The City agrees to peaceably surrender possession the Equipment to BB&T or its assignees on the first day of the Fiscal Year to which the Event of Nonappropriation applies, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States or Canada designated by BB&T.

In addition, upon the occurrence of any Event of Nonappropriation, BB&T may, without any further demand or notice, (a) apply any balance remaining in the Project Fund against outstanding Required Payments in any manner BB&T may reasonably deem appropriate, and (b) take action with respect to the City and the Equipment as contemplated in Section 6.05. An Event of Nonappropriation and resulting termination of this Agreement shall not relieve the City of liability for any defaults under this Agreement or the Project Fund Agreement occurring prior to the Event of Nonappropriation, or of liability under those provisions of this Agreement and the Project Fund Agreement which are stated to survive termination.

**6.05. Possession of Equipment.** Upon the continuation of an Event of Default or the occurrence of an Event of Nonappropriation, the City shall immediately lose the right to possess, use and enjoy the Equipment (but may remain in possession of the Equipment as a lessee at the will of BB&T), and thereupon the City (a) shall pay monthly in advance to BB&T a fair and reasonable rental value for the use and possession of the Equipment (in an amount BB&T shall determine in its reasonable judgment), and (b) upon BB&T's demand, shall deliver possession of the Equipment to BB&T or, at BB&T's direction, to any purchaser of the Equipment after an execution sale.

In addition, upon the continuation of any Event of Default or the occurrence of an Event of Nonappropriation, BB&T, to the extent permitted by law, is hereby authorized to (i) take possession of the Equipment, with or without legal action, (ii) lease the Equipment, (iii) collect all rents and profits therefrom, with or without taking possession of the Equipment, and (iv) after deducting all

costs of collection and administration expenses, apply the net rents and profits first to the payment of necessary maintenance and insurance costs, and then to the City's account and in reduction of the City's corresponding Required Payments in such fashion as BB&T shall reasonably deem appropriate. BB&T shall be liable to account only for rents and profits it actually receives.

**6.06. No Remedy Exclusive; Delay Not Waiver.** All remedies under this Agreement are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default shall occur and thereafter be waived by BB&T, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach under this Agreement.

**6.07. Payment of Costs and Attorney's Fees.** If BB&T employs an attorney to assist in the enforcement or collection of Required Payments, or if BB&T voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Equipment, to protect the lien of this Agreement, to enforce collection of the Required Payments or to enforce compliance by the City with any of the provisions of this Agreement, the City agrees to pay reasonable attorneys' fees and all of the costs that may reasonably be incurred (whether or not any suit or proceeding is commenced), and such fees and costs (together with interest at the Prime Rate) shall be secured as Required Payments.

## ARTICLE VII

### MISCELLANEOUS

**7.01. Notices.** (a) Any communication required or permitted by this Agreement must be in writing.

(b) Any communication under this Agreement shall be sufficiently given and deemed given when delivered by hand or five days after being mailed by first-class mail, postage prepaid, addressed as follows:

(i) If to the City, to 201 East Main Street, Palatka, Florida 32778, Attention: Finance Manager; or

(ii) If to BB&T, to 5130 Parkway Plaza Boulevard, Building 9, Charlotte, North Carolina 28217, Attention: Governmental Finance Account Administration.

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

**7.02. No Assignments by City.** The City shall not sell or assign any interest in this Agreement.

**7.03. Assignments by BB&T.** BB&T may, at any time and from time to time, assign all or any part of its interest in the Equipment or this Agreement, including, without limitation, BB&T's rights to receive Required Payments. Any assignment made by BB&T or any subsequent assignee shall not purport to convey any greater interest or rights than those held by BB&T pursuant to this Agreement.

The City agrees that this Agreement may become part of a pool of obligations at BB&T's or its assignee's option. BB&T or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement. Notwithstanding the foregoing, no assignment or reassignment of BB&T's interest in the Equipment or this Agreement shall be effective unless and until the City shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The City further agrees that BB&T's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for BB&T.

The City agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the City, and the City shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the City shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

**7.04. Amendments.** No term or provision of this Agreement may be amended, modified or waived without the prior written consent of the City and BB&T.

**7.05. Governing Law.** The City and BB&T intend that Florida State law shall govern this Agreement.

**7.06. Liability of Officers and Agents.** No officer, agent or employee of the City shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated by this Agreement. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve an officer, agent or employee of the City from the performance of any official duty provided by law.

**7.07. Severability.** If any provision of this Agreement shall be determined to be unenforceable, that shall not affect any other provision of this Agreement.

**7.08. Non-Business Days.** If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

7.09. **Entire Agreement.** This Agreement constitutes the City's entire agreement with respect to the general subject matter covered by this Agreement.

7.10. **Binding Effect.** Subject to the specific provisions of this Agreement, and in particular Section 7.03, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have duly signed, sealed and delivered this Agreement by duly authorized officers, all as of the date first above written.

(SEAL)

ATTEST:

**CITY OF PALATKA, FLORIDA**

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

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

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

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

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

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

**BRANCH BANKING AND  
TRUST COMPANY**

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

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

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

*[Lease Agreement between the City of Palatka, Florida and Branch Banking and Trust Company]*

**EXHIBIT A -- PROJECT AND EQUIPMENT DESCRIPTION**

Three (3) Dodge Chargers;  
Four (4) Dodge Avengers;  
Four (4) Dodge Durangos;  
One (1) Dodge 2500 Truck.

All as may be more particularly described in documentation submitted with requisitions pursuant to the Project Fund Agreement.

**EXHIBIT B – PAYMENT SCHEDULE**

Payment Schedule to Lease Agreement dated as of August \_\_, 2013 (the "Lease Agreement"), between the City of Palatka, Florida, and Branch Banking and Trust Company

Contract Number: 9909001703-00001

The payments required to repay the advance made pursuant to the Lease Agreement call for an amortization period of approximately five (5) years. Payments are monthly in the amount of \$\_\_\_\_\_. A portion of each payment is paid as and represents payment of interest at an annual interest rate of 1.68%.

Payments are due beginning on October 1, 2013 and monthly thereafter, with a final payment of all outstanding principal and accrued and unpaid interest due on August \_\_, 2018, all as set forth in the attached amortization schedule.

City of Palatka, FL  
 3 Dodge Chargers, 4 Dodge Avengers, 4 Dodge Durangos, 1 Dodge 2500 Truck  
 Contract Number 9909001703-00001

**DRAFT**

Compound Period: Monthly  
 Nominal Annual Rate: 1.680 %  
 CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1	Loan	08/01/2013	300,000.00	1	
2	Payment	10/01/2013	5,223.74	60	Monthly 09/01/2018

**AMORTIZATION SCHEDULE - Normal Amortization**

	Date	Payment	Interest	Principal	Balance
Loan	08/01/2013				300,000.00
2013 Totals		0.00	0.00	0.00	
1	10/01/2013	5,223.74	840.59	4,383.15	295,616.85
2	11/01/2013	5,223.74	413.86	4,809.88	290,806.97
3	12/01/2013	5,223.74	407.13	4,816.61	285,990.36
4	01/01/2014	5,223.74	400.39	4,823.35	281,167.01
5	02/01/2014	5,223.74	393.63	4,830.11	276,336.90
6	03/01/2014	5,223.74	386.87	4,836.87	271,500.03
7	04/01/2014	5,223.74	380.10	4,843.64	266,656.39
8	05/01/2014	5,223.74	373.32	4,850.42	261,805.97
9	06/01/2014	5,223.74	366.53	4,857.21	256,948.76
10	07/01/2014	5,223.74	359.73	4,864.01	252,084.75
11	08/01/2014	5,223.74	352.92	4,870.82	247,213.93
12	09/01/2014	5,223.74	346.10	4,877.64	242,336.29
2014 Totals		62,684.88	5,021.17	57,663.71	
13	10/01/2014	5,223.74	339.27	4,884.47	237,451.82
14	11/01/2014	5,223.74	332.43	4,891.31	232,560.51
15	12/01/2014	5,223.74	325.58	4,898.16	227,662.35
16	01/01/2015	5,223.74	318.73	4,905.01	222,757.34
17	02/01/2015	5,223.74	311.86	4,911.88	217,845.46
18	03/01/2015	5,223.74	304.98	4,918.76	212,926.70
19	04/01/2015	5,223.74	298.10	4,925.64	208,001.06
20	05/01/2015	5,223.74	291.20	4,932.54	203,068.52
21	06/01/2015	5,223.74	284.30	4,939.44	198,129.08
22	07/01/2015	5,223.74	277.38	4,946.36	193,182.72
23	08/01/2015	5,223.74	270.46	4,953.28	188,229.44
24	09/01/2015	5,223.74	263.52	4,960.22	183,269.22

2015 Totals		62,684.88	3,617.81	59,067.07	
25	10/01/2015	5,223.74	256.58	4,967.16	178,302.06
26	11/01/2015	5,223.74	249.62	4,974.12	173,327.94
27	12/01/2015	5,223.74	242.66	4,981.08	168,346.86
28	01/01/2016	5,223.74	235.69	4,988.05	163,358.81
29	02/01/2016	5,223.74	228.70	4,995.04	158,363.77
30	03/01/2016	5,223.74	221.71	5,002.03	153,361.74
31	04/01/2016	5,223.74	214.71	5,009.03	148,352.71
32	05/01/2016	5,223.74	207.69	5,016.05	143,336.66
33	06/01/2016	5,223.74	200.67	5,023.07	138,313.59
34	07/01/2016	5,223.74	193.64	5,030.10	133,283.49
35	08/01/2016	5,223.74	186.60	5,037.14	128,246.35
36	09/01/2016	5,223.74	179.54	5,044.20	123,202.15
2016 Totals		62,684.88	2,617.81	60,067.07	
37	10/01/2016	5,223.74	172.48	5,051.26	118,150.89
38	11/01/2016	5,223.74	165.41	5,058.33	113,092.56
39	12/01/2016	5,223.74	158.33	5,065.41	108,027.15
40	01/01/2017	5,223.74	151.24	5,072.50	102,954.65
41	02/01/2017	5,223.74	144.14	5,079.60	97,875.05
42	03/01/2017	5,223.74	137.03	5,086.71	92,788.34
43	04/01/2017	5,223.74	129.90	5,093.84	87,694.50
44	05/01/2017	5,223.74	122.77	5,100.97	82,593.53
45	06/01/2017	5,223.74	115.63	5,108.11	77,485.42
46	07/01/2017	5,223.74	108.48	5,115.26	72,370.16
47	08/01/2017	5,223.74	101.32	5,122.42	67,247.74
48	09/01/2017	5,223.74	94.15	5,129.59	62,118.15
2017 Totals		62,684.88	1,600.88	61,084.00	
49	10/01/2017	5,223.74	86.97	5,136.77	56,981.38
50	11/01/2017	5,223.74	79.77	5,143.97	51,837.41
51	12/01/2017	5,223.74	72.57	5,151.17	46,686.24
52	01/01/2018	5,223.74	65.36	5,158.38	41,527.86
53	02/01/2018	5,223.74	58.14	5,165.60	36,362.26
54	03/01/2018	5,223.74	50.91	5,172.83	31,189.43
55	04/01/2018	5,223.74	43.67	5,180.07	26,009.36
56	05/01/2018	5,223.74	36.41	5,187.33	20,822.03
57	06/01/2018	5,223.74	29.15	5,194.59	15,627.44
58	07/01/2018	5,223.74	21.88	5,201.86	10,425.58
59	08/01/2018	5,223.74	14.60	5,209.14	5,216.44
60	09/01/2018	5,223.74	7.30	5,216.44	0.00
2018 Totals		62,684.88	566.73	62,118.15	
Grand Totals		313,424.40	13,424.40	300,000.00	

## PROJECT FUND AGREEMENT

**THIS PROJECT FUND AGREEMENT** is dated as of August \_\_\_\_, 2013, and is by and between the **CITY OF PALATKA, FLORIDA**, a public body of the State of Florida (the "City"), and **BRANCH BANKING AND TRUST COMPANY** ("BB&T").

### RECITALS

The City is, simultaneously with the execution and delivery of this Project Fund Agreement, executing and delivering a Lease Agreement dated as of August \_\_\_\_, 2013 (the "Lease Agreement"), by and between the City and BB&T. The purpose of the Lease Agreement is to provide for BB&T's advance of \$300,000.00 to the City to finance the City's acquisition of equipment, as defined in the Lease Agreement. In partial consideration for BB&T's entering into the Lease Agreement, the City has agreed to provide for financing proceeds to be deposited and disbursed pursuant to this Project Fund Agreement.

**NOW, THEREFORE**, the parties agree as follows:

### SECTION 1. DEFINITIONS

In this Project Fund Agreement, the term "*Project Costs*" means all costs of the design, planning, acquiring, installing of the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable by the City under the Lease Agreement, including (a) sums required to reimburse the City or its agents for advances made for any such costs, (b) interest during the installation process and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through the Lease Agreement and all related transactions.

In addition, any capitalized terms used in this Project Fund Agreement and not otherwise defined shall have the meanings assigned thereto in the Lease Agreement.

### SECTION 2. PROJECT FUND.

**2.1. Project Fund.** On the Closing Date, BB&T will deposit \$300,000.00 into a special account of the City at Branch Banking and Trust Company to be designated "2013-00001 City of Palatka, Florida Project Fund" (the "Project Fund"). This account shall be held separate and apart from all other funds of the City. The Project Fund is the City's property, but the City will withdraw amounts on deposit in the Project Fund only as provided in this Project Fund Agreement and only for application from time to time to the payment of Project Costs. Pending such application, such amounts shall be subject to a lien and charge in favor of BB&T to secure the City's obligations under the Lease Agreement.

2.2. **Requisitions from Project Fund.** The City may withdraw funds from the Project Fund only after authorization from BB&T. BB&T will disburse funds from the Project Fund only to the City and only upon its receipt of one or more written requisitions signed by one of the below listed designated City Representatives substantially in the form of Exhibit A.

_____	_____
_____	_____
_____	_____
_____	_____

The City may designate additional Representatives to sign requisitions upon written notification to BB&T.

Upon receipt of a requisition from the City, BB&T will promptly undertake such review of the matters referred to in such requisition as it shall deem appropriate, and will then promptly notify the City of its approval of the requisition or the reasons for its disapproval.

2.3. **Disposition of Project Fund Balance.**

(a) ***Upon completion*** -- Promptly after the acquisition and installation of the Equipment has been completed, the City shall deliver to BB&T a certificate to such effect signed by a City Representative.

(b) ***Upon default*** -- Upon the occurrence of an Event of Default, BB&T may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments in any manner BB&T may reasonably deem appropriate.

(c) ***Upon Nonappropriation*** - Upon the occurrence of an Event of Nonappropriation, BB&T may, without demand or notice, apply any balance remaining in the Project Fund against outstanding Required Payments in any manner BB&T may reasonably deem appropriate.

(d) ***After delay or inactivity*** -- If (i) more than two years have elapsed from the Closing Date or (ii) at least six months has passed from BB&T's most recent receipt of a requisition for Project Costs, then BB&T, upon 30 days' notice from BB&T to the City, may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(e) ***Application of Project Fund balance*** -- BB&T will apply any amounts paid to it pursuant to this section (i) first against all Additional Payments then due and payable, (ii) then to interest accrued and unpaid to the disposition date of the Project Fund. Such prepayment, however, will not affect any other City payment obligation under the Lease Agreement. BB&T will notify

the City of any withdrawal from the Project Fund made under this Section 2.3, and in the notice will describe its application of the funds withdrawn.

2.4. **Investment.** (a) The City and BB&T agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account.

(b) From and after the date that is three years from the Closing Date, the City will not purchase or hold any investment which has a "yield," as determined under the Code, in excess of the "yield" on the City's obligations under the Lease Agreement, unless the City has supplied BB&T with a Bond Counsel Opinion to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Installment Payments would otherwise be entitled.

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund must be used for Project Costs.

### **SECTION 3. MISCELLANEOUS.**

3.1. **Notices.** Any notice or other communication required or contemplated by this Project Fund Agreement shall be deemed to be delivered if in writing, addressed as provided below and if (a) actually received by such addressee, or (b) in the case of mailing, when indicated to have been delivered by a signed receipt returned by the United States Postal Service after deposit in the United States mails, postage and registry fees prepaid, and clearly directed to be transmitted as registered or certified mail:

(i) If intended for the City, addressed to it at the following address: City of Palatka, Florida, Attention: Finance Director, 201 N. 2<sup>nd</sup> Street, Palatka, Florida 32178,

(ii) If intended for BB&T, addressed to it at the following address: BB&T Governmental Finance, Attention: Account Administration/Municipal – Project Fund Agreement Notice, 5030 Parkway Plaza Boulevard, Building 9, Charlotte, North Carolina 28217.

Any party may designate a different or alternate address for notices by notice given under this Project Fund Agreement.

3.2. **Survival of Covenants and Representations.** All covenants, representations and warranties made by the City in this Project Fund Agreement and in any certificates delivered pursuant to this Project Fund Agreement shall survive the delivery of this Project Fund Agreement.

3.3. **Choice of Law.** The parties intend that Florida law shall govern this Project Fund Agreement.

3.4. **Amendments.** This Project Fund Agreement may not be modified or amended unless such amendment is in writing and signed by BB&T and the City .

3.5. **No Third-Party Beneficiaries.** There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Project Fund Agreement.

3.6. **Successors and Assigns.** All of the covenants and conditions of this Project Fund Agreement shall be binding upon and inure to the benefit of the parties to this Project Fund Agreement and their respective successors and assigns.

3.7. **Severability.** If any court of competent jurisdiction shall hold any provision of this Project Fund Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Project Fund Agreement.

3.8. **Counterparts.** This Project Fund Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

3.9. **Termination.** Except as otherwise provided in this Project Fund Agreement, this Project Fund Agreement shall cease and terminate upon payment of all funds (including investment proceeds) from the Project Fund.

*The remainder of this page has been left blank intentionally; signature page follows.*

**IN WITNESS WHEREOF**, each of the parties has caused this Project Fund Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

**SEAL**

**CITY OF PALATKA, FLORIDA**

**ATTEST**

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

**BRANCH BANKING AND TRUST COMPANY**

\_\_\_\_\_

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

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

*[Project Fund Agreement dated as of August \_\_, 2013]*

**EXHIBIT A  
PROJECT FUND REQUISITION**

*[To Be Prepared on City's Letterhead for Submission]*

[Date] \_\_\_\_\_

E-MAIL REQUISITIONS TO: [GFProjectfunds@bbandt.com](mailto:GFProjectfunds@bbandt.com)

Ms Trina Britt direct dial: 704-954-1873 fax: 704-954-1799  
Project Specialist  
BB&T Governmental Finance

RE: Request for disbursement of funds from the Project Fund related to Contract No. 9909001703-00001 with City of Palatka, Florida dated August \_\_\_, 2013.

Dear Ms. Britt,

Pursuant to the terms and conditions of the Project Fund Agreement dated as of August \_\_\_, 2013, City of Palatka (the "City"), requests the disbursement of funds from the Project Fund established under the Project Fund Agreement for the following Project Costs:

This is requisition number \_\_\_ from the Project Fund.

**Disbursements will be to City of Palatka**

Amount: \$ \_\_\_\_\_

**For vehicles attach the following to this requisition:**

- Vendor Invoices
  
- Certificate of Insurance showing proof of automobile liability and property coverage with BB&T Governmental Finance listed as additional insured, loss payee and certificate holder. Please have your insurance agent list the specific loan number and VIN number(s) for the vehicle(s)

**Additional Insurance required**

- Evidence of general liability coverage of \$1,000,000
- 
- Evidence of worker's compensation coverage

Project Description: 3 Dodge Chargers, 4 Dodge Avengers, 4 Dodge Durangos, 1 Dodge 2500 Truck.

Location of Equipment/Facilities:

To receive funds via wire transfer please include:

ABA Routing Number:

Account Number:

Physical address of City:

City of Palatka makes this requisition pursuant to the following representations:

1. The City has appropriated in its current fiscal year funds sufficient to pay the Installment Payments and estimated Additional Payments due in the current fiscal year.
2. The purpose of this disbursement is for partial payment on the project provided for under the Contract referenced above.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
6. No Event of Default is continuing under the Financing Agreement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The City will execute any Uniform Commercial Code financing statements with respect to this portion of the Facilities that BB&T may request to evidence its security interest.
8. The City has in place insurance on this portion of the Facilities that complies with the insurance provisions of the above-referenced Contract.

Each amount requested for payment in this requisition either (a) represents reimbursement to the City for a Project Cost expenditure previously made, or (b) will be used by the City promptly upon the receipt of funds from BB&T to make the payments to third parties described in this requisition.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

**CITY OF PALATKA, FLORIDA**

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

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

**CLOSING CERTIFICATE**

The undersigned officers of the City of Palatka, Florida (the "City"), hereby certify as follows:

1. On \_\_\_\_\_, the City's governing board (the "Board") adopted the attached resolution (the "Resolution"), authorizing and providing for a lease financing with Branch Banking and Trust Company. The Resolution was duly adopted at a meeting duly called and held at which a quorum was present and acting throughout. The Resolution has not been repealed, revoked, rescinded or amended, but remains in full effect as of today. A copy of the Resolution is attached hereto.

2. The signatures set forth below are the true and genuine signatures of the persons holding the indicated offices. The indicated persons have held such offices at all times since the Resolution was adopted.

<u>Printed Name</u>	<u>Title</u>	<u>Signature</u>
_____	Mayor or City Manager	_____
_____	Finance Director	_____
_____	Clerk	_____

3. The City's Attorney is Don Holmes.

4. The City has duly authorized, executed and delivered the Lease Agreement and the Project Fund Agreement provided for by the Resolution. We have reviewed the City's representations as set forth in such Agreements, and all of such representations are correct and complete in all material respects as if made today. The City has appropriated at least \$62,684.88 for Base Payments under the Lease Agreement coming due between today and the end of the City's current fiscal year.

5. The seal impressed below is the City's official seal, and has been the City's official seal since prior to the adoption of the Resolution.

WITNESS our signatures and the seal of the City of Palatka, Florida, this \_\_\_ day of August, 2013.

(SEAL)

By: \_\_\_\_\_  
Mayor or City Manager

By: \_\_\_\_\_  
Finance Director

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

## **USE OF PROCEEDS CERTIFICATE**

The undersigned Finance Director of the City of Palatka, Florida (the "City"), is among the City officers charged with responsibility for the City's entering into a Lease Agreement dated as of August \_\_\_, 2013 (the "Agreement"), with Branch Banking and Trust Company ("BB&T"). This Certificate is delivered as part of the official record of the proceedings for the delivery of the Agreement. I am executing and delivering this Certificate on behalf of the City to set forth in good faith the City's reasonable expectations concerning the use and investment of financing proceeds and other related matters, in order to assure that interest on the Obligations, as defined below, will be excluded from gross income for federal income tax purposes. I understand that I have an obligation to make the representations in this Certificate both correct and complete.

All capitalized terms used in this Certificate and not otherwise defined have the meanings assigned to such terms under the Treasury Regulations applicable to tax-exempt bonds.

### **PURPOSE OF AGREEMENT**

1. The City is executing and delivering the Agreement today to provide funds to finance the acquisition (the "Project") of various vehicles (the "Equipment"), and to pay certain financing costs. BB&T will advance funds to the City pursuant to the Agreement for the Project. BB&T is entering into the Agreement for its own account with no current intention of reselling its rights under the Agreement or any interest therein, except that BB&T may make an assignment of payment rights to an affiliate, in whole, at par and without recourse.

### **PROCEEDS; PAYMENT OBLIGATIONS**

2. (a) BB&T will today pay directly to the City the full principal amount to be advanced under the Agreement of \$300,000.00 (the "Proceeds").

(b) Under the Agreement, the City is obligated to pay Base Payments, as defined in the Agreement, on the dates and in the amounts set forth in the Agreement (the City's obligations to pay Base Payments are referred to in this Certificate as the "Obligations"), subject to prepayment as provided in the Agreement.

(c) The Base Payments reflect the repayment of the Proceeds and include a designated interest component corresponding to an annual interest rate of 1.68%. The City does not expect to prepay any of the Obligations prior to the scheduled payment dates.

### **USE OF PROCEEDS; REIMBURSEMENT**

3. (a) All of the Proceeds and all investment earnings thereon will be used to pay Project Costs, including costs incurred in connection with the execution and delivery of the Agreement and interest on the Obligations during the Project period.

(b) All of such costs will be incurred and expenditures made subsequent to today, except for reimbursement to the City for amounts (i) paid not more than 60 days prior to today, (ii) representing engineering, design and similar preliminary expenses in an aggregate amount not exceeding 20% of the principal amount of the Obligations, or (iii) otherwise in an amount not exceeding 5% percent of the Proceeds.

(c) All expenditures to be reimbursed occurred not more than 18 months prior to today. None of the Equipment was placed in service more than one year before today.

(d) All of the costs to be paid or reimbursed from Proceeds will be Capital Expenditures, and none will be Working Capital Expenditures. No portion of the Gross Proceeds will be used, directly or indirectly, to make or finance loans to two or more ultimate borrowers.

#### **QUALIFICATION FOR TEMPORARY PERIOD**

4. Work on the Project will begin, or did begin, on or about N/A. Work on the Project will proceed with due diligence, and the Equipment will be placed in service beginning on or about \_\_\_\_\_. Within 90 days of today (if it has not already done so), the City will enter into substantial binding obligations to third parties to spend the Proceeds on Project Costs that are capital expenditures in an amount exceeding 5% of the amount financed. The City estimates that all the Proceeds and all the investment earnings thereon will be fully expended within \_\_\_\_\_ months from today.

#### **INVESTMENT PROCEEDS**

5. (a) Any earnings or net profit derived from the investment of the Proceeds will be used to pay additional Project Costs or interest on the Obligations not later than the date that is the later of (i) three years from today or (ii) twelve months from the date of the receipt of such earnings.

(b) After the date that is three years from today, the City will not invest any of the Gross Proceeds at a Yield in excess of the Yield on the Obligations.

(c) No investment will be acquired or disposed of at a cost or price that exceeds its Fair Market Value as of the acquisition date, or which is less than its Fair Market Value as of the disposition date. No portion will be invested in any investment as to which the economic return is substantially guaranteed for more than three years.

(d) No portion of the Gross Proceeds will be used, directly or indirectly, to replace funds that the City used (directly or indirectly) to acquire securities or obligations producing (or expected to produce) a Yield higher than the Yield on the Obligations.

#### **NO OVER-ISSUANCE OR EXCESSIVE MATURITY**

6. (a) The sum of the Proceeds and the reasonably expected investment earnings thereon does not exceed the amount reasonably expected to be required to pay Project Costs, including interest on the Obligations during the Project period and financing costs.

(b) The term of the Obligations is not longer than reasonably necessary for the governmental purposes thereof, and is not longer than the expected useful life of the Equipment.

(c) In connection with the issuance of the Obligations, the City has not utilized any device (not described in this Certificate) which attempts to circumvent the restrictions of the Code to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage. The City has not attempted to increase improperly the burden on the market for tax-exempt securities (for example, by selling its obligations in larger amounts or with longer maturities, or selling them sooner, than would otherwise be necessary).

### **COMPLIANCE WITH REBATE REQUIREMENT**

7. In the Agreement, the City has agreed to comply with provisions of the Code which in some circumstances require the City to pay some of its investment earnings to the United States, as provided in Code Section 148.

### **PRIVATE ACTIVITY TESTS**

8. No payment on the Obligations is secured by property to be used in any private business. None of the Proceeds are to be used for any such private business use. The City has no leases, management contracts or other agreements with private entities or the federal government for either (a) management or operation of the Equipment, or (b) the use of designated portions of the Equipment.

### **QUALIFIED TAX-EXEMPT OBLIGATIONS**

9. (a) None of the Obligations are "private activity bonds" within the meaning of Code Section 141. The aggregate amount of tax-exempt obligations, including the Obligations, issued and reasonably expected as of today to be issued in calendar year 2013 by (i) the City, (ii) all entities on behalf of which the City issues tax-exempt obligations, and (iii) all governmental units that are "subordinate" to the City, within the meaning of Code Section 265(b)(3), and (iv) all entities that issue tax-exempt obligations on behalf of the same such entities, does not exceed \$10,000,000. The City has no reason to believe that the City and such other entities will issue tax-exempt obligations in 2013 in an aggregate amount that will exceed such \$10,000,000 limit.

(b) In making the statements in subparagraph (a) above, I have taken into account (i) all the City's departments and agencies and (ii) all political subdivisions or other entities (x) which have the power to borrow money or enter into contracts and (y) of which the City is a member or over which it has legal or practical control. For all of such entities, I have taken into account all bonds, bond anticipation notes, installment or lease-purchase contracts and all other obligations to pay money (excluding only current accounts payable and private activity bonds) issued or to be issued or contracted by such entities in calendar year 2013.

**INVESTED SINKING FUNDS**

10. There are no funds (a) to be held under the Agreement or (b) which are pledged as security for the Obligations (including by way of negative pledges), or which will be used to pay the Obligations, or which could be reasonably be expected to be available to pay the Obligations if the City were to encounter financial difficulty. The City will pay the Obligations from its general funds, with there being no obligation (or expectation) on the part of the City or any other entity to segregate or identify any particular funds or accounts for the payment of or security for the Obligations.

**MISCELLANEOUS**

11. (a) No substantial part of the Equipment will be sold, no arrangement has been or will be entered into with respect to the Equipment that would be treated as a sale for federal income tax purposes, and the City expects to use the Equipment for its currently-intended purpose at least until the stated date for final payment of the Obligations, in all cases other than such insubstantial portions as may be disposed of in the ordinary course of business due to normal wear or obsolescence.

(b) There are no other tax-exempt bonds, notes or obligations of the City which have been or are expected to be issued or contracted within 20 days before or after today.

(c) None of the Proceeds will be used to make any payment on any other City obligation that was contracted in the exercise of the City's borrowing power.

(d) No portion of the Obligations is Federally Guaranteed.

**REASONABLENESS; BINDING EFFECT**

12. To the best of my knowledge and belief, the expectations set forth above are reasonable and the statements set forth above are correct. The City's covenants made as described in this Certificate are intended as binding covenants of the City.

WITNESS my signature this \_\_\_ day of August, 2013.

**CITY OF PALATKA, FLORIDA**

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

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

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

# *Agenda Item*

7



AGENDA ITEM

SUBJECT: An Ordinance establishing regulations for non-consensual towing of vehicles from private property – First Reading

DEPARTMENT: Police

ATTACHMENTS: X Ordinance Resolution Motion
X Support Documents Other

SUMMARY: Municipalities are authorized under FS 715.07 to adopt ordinances establishing procedures for the legal nonconsensual towing of vehicles from private properties by local towing companies.

Staff recommends the adoption of an ordinance to establish uniform practices and equitable costs by City licensed and inspected towing companies.

RECOMMENDED ACTION: Pass the proposed ordinance establishing regulations for non-consensual towing of vehicles on private property on first reading. 2nd Reading and adoption is scheduled for September 12.

DEPARTMENT HEAD Submitted: Gary Getchell Date: 07/2/13 Requested Agenda: Date: 08/08/13

FINANCE DEPARTMENT Budgeted Yes No N/A Date:

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: Date: 8/11/13

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

**ORDINANCE No. 13 -**

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, ESTABLISHING LOCAL REGULATIONS FOR NONCONSENSUAL TOWING OF VEHICLES PARKED ON PRIVATE PROPERTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 715.07, Florida Statutes, regulates the towing of vehicles parked on private property; and

**WHEREAS**, Section 715.09(b) allows municipalities to enact additional regulations for the towing of vehicles parked on private property; and

**WHEREAS**, the Palatka City Commission deems that implementation of local regulations for non-consensual towing of vehicles parked on private property will promote, protect, and improve the health, safety and welfare of the people of Palatka; and

**WHEREAS**, the intent of this ordinance is to insure compliance with professional standards by tow companies operating in the City of Palatka by setting forth professional qualifications for towing companies and drivers, towing rates and operational requirements; and

**WHEREAS**, the Palatka City Commission deems it reasonable to adopt such an ordinance to insure compliance with professional standards by towing companies operating in the City of Palatka.

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

**Section 1. Recitals.** The above-listed “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby rendered a specific part of this Ordinance upon adoption and shall serve as its legislative history.

**Section 2:** **Title.** This ordinance shall be known as the Non-Consensual Tow Ordinance.

**Section 3:** **Purpose of article.** The purpose of this article is to establish regulations and professional standards for non-consensual towing of vehicles from private property.

**Section 4. - Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Non-consensual tow* shall mean the recovery, towing, removal and storage of a vehicle or vessel without authorization of the vehicle/vessel owner or authorized driver and shall include both “police directed tows” and “trespass towing” as defined herein.

*Person* means any natural person, firm, partnership, association, corporation or other entity of any kind.

*Recover* means to take possession of a vehicle or vessel and its contents and to exercise control, supervision and responsibility over it.

*Remove* means to change the location of a vehicle or vessel by towing it from private property without the consent of the registered owner or other legally authorized person in control of the vehicle or vessel.

*Store* means to place and leave a towed vehicle at a location where the person providing the towing service or his designee exercises control, supervision or responsibility over the vehicle.

*Tow* means to haul, draw or pull along a vehicle or vessel by means of another vehicle or piece of machinery equipped with booms, car carriers, lifts, transports, winches or similar towing equipment.

*Tow truck* or *tow service vehicle* means any privately owned motor-driven vehicle, including, but not limited to, car carriers, used in the recovery, towing or removal of a vehicle. shall mean any vehicle used to tow, haul, carry or to attempt to tow, haul or carry a vehicle or vessel.

*Tow operator* means any person who provides the services of recovering, towing or removing vehicles and any vehicle storage services associated therewith.

*Tow service* or *tow truck company* means a person, company, corporation or other entity which engages in, owns or operates a business of which provides towing, recovery, removal and storage of vehicles or vessels for compensation.

*Trespass Towing* means towing or removing of a vehicle, without the consent of the vehicle's owner or operator, as such is authorized by F. S. 715.07, when the vehicle is parked on private real property.

*Vehicle* shall be defined consistent with the definition found in F.S. § 715.07.

*Vessel* shall mean every description of watercraft, barge and air boat used or capable of being used as a means of transportation on water, other than a seaplane or a "documented vessel" as defined in F.S. § 327.02.

**Section 5. - Application for tow service and operator's permit.**

(A) No tow service or tow operator shall engage in nonconsensual towing as described herein without first having obtained a tow service permit and/or a tow operator permit from the city. Each permit will meet the following specifications:

(1) Contain a photograph of the tow operator, (FEIN# of business), and driver's license # of individual tow operator of tow truck;

(2) The tow service permit shall provide a place for the chief of police or designee to validate the permit:

a. If the permit is lost, damaged, stolen or becomes illegible or the permit holder changes tow services, the permit must be replaced. The replacement permit shall be valid only for the remainder of the time period for which the initial permit was valid; and

- b. The permit issued by the city or a legible copy shall be carried in and available for inspection or displayed on every permitted tow truck.
    - c. The initial permit fee for a tow service company shall be \$200.00 tow company requested change to compensate for lowering driver permit charge as set forth in the city's fee schedule and may be amended annually by ordinance in accordance with the city's fee schedule.
  - (3) A tow service must provide a valid certificate of insurance which satisfies the minimum insurance requirements set forth in Section 59-11 of this article.
- (B) It shall be unlawful for the owner of any tow service to permit any person to be employed as a tow operator conducting nonconsensual towing within the city unless such person has been granted a tow operator permit to engage in nonconsensual towing which has been validated by the chief of police or designee. Upon issuance of the permit, the tow service or operator is granted the privilege of engaging in nonconsensual towing within the city limits unless such permit expires or is suspended or revoked, as provided in this article. Each permit shall be valid for one year from date of issuance.
- (C) To obtain a tow operator permit, an applicant must provide the following information on a form provided by the city:
  - (1) Submit to the chief of police or designee a certified copy from the Florida Department of Law Enforcement of his/her criminal history and a certified copy of his/her driving record from the Florida Department of Highway Safety and Motor Vehicles;
  - (2) Possess a valid Florida Class E driver's license and provide a photocopy to the chief of police or designee;
  - (3) Not have been convicted, pled nolo contendere to, or had adjudication withheld for or been incarcerated after any conviction, plea of nolo contendere or adjudication withheld for any of the following:
    - a. Any capital felony, any first degree felony, sexual battery, any violent felony involving the use of a gun or knife or which results in great bodily harm;
    - b. Within the previous ten years, any violent felony including not referenced in subsection a. above;
    - c. Within the previous ten years, any felony or first degree misdemeanor directly related to the business of towing motor vehicles or vessels; repossession of motor vehicles or vessels; motor vehicle theft; car jacking or chop shops; or liens for recovering, towing or storing vehicles and vessels related to F.S. § 713.78; or

- d. Within the previous five years of either: (1) driving under the influence of alcohol, a controlled substance, or a chemical substance, to the extent that normal faculties are impaired; or (2) driving with an unlawful blood alcohol level.
- (D) A permit shall be reviewed and granted or denied in writing within seven business days. If the permit is denied, the reason for such denial shall be provided in writing and shall also advise that the applicant may correct deficiencies in the application within seven days of the notice of denial without incurring an additional application fee.
- (E) The initial permit fee for a tow operator shall be \$5.00 and may be amended annually by ordinance in accordance with the city's fee schedule. Fee reduced at request of tow companies due to them gathering all of background and providing it to police department; see (1) and (2) above .

**Section 6. - Authorized fees and charges.**

- (A) Any tow service engaged in the business of nonconsensual towing shall not charge the owner of any towed vehicle or personal property in excess of the fees listed in subsection (d) below. No additional fees or charges whatsoever may be charged unless specifically established and authorized by Florida Statutes. Such maximum fees will be subject to rate review as provided in subsection (c), notwithstanding that such review may occur less than annually for the first instance.
- (B) A person, operator, firm or corporation that provides nonconsensual towing and storage services pursuant to this article shall accept payment for charges from the vehicle owner or authorized representative in any of the following forms:
  - (1) Cash
  - (2) Money Order
  - (3) Cashier's Check
- (C) Maximum nonconsensual towing fees shall be subject to amendment no more than annually by the city commission after receiving a request for fee modification by the tow service owners and recommendations by the city based on financial information submitted by the nonconsensual tow services as to their costs for the removal of vehicles and other information. The required information shall be submitted by the tow service owners by July 30 of each year. The maximum fees shall be adopted by the city commission prior to September 30 of each year in which a request for modification has been received, provided that the city commission is under no obligation to change the fees. The city commission may vote to keep the fees at the current rate. Such maximum fees shall be effective until changed via ordinance by the city commission.

The maximum tow rates listed below are subject to change due to the call for additional labor or equipment costs that are incurred due to exigent circumstances.

(D) The towing fees are as follows:

(1) Class A Wrecker

- a. *Towing fee:* \$225.
- b. *Administrative fee( After 48 hours):* \$155.00.
- c. *Storage fee (inside):* \$45.00 per day (24-hour period) after the first 6 hours
- d. *Storage fee (outside):* \$35.00 per day (24-hour period) after the first 6 hours.
- e. *After hours gate fee:* \$100.00 5:00 PM to 8:00 AM and Saturday/Sunday/National Holidays)

(2) Class B Wrecker

- a. *Towing fee:* \$300.00
- b. *Administrative fee ( After 48 hours):* \$155.00.
- c. *Storage fee (inside):* \$45.00 per day (24-hour period) after the first 6 hours
- d. *Storage fee (outside):* \$35.00 per day (24-hour period) after the first 6 hours.
- e. *After hours gate fee:* \$100.00 5:00 PM to 8:00 AM and Saturday/Sunday/National Holidays)

(3) Class C Wrecker

- a. *Towing fee:* \$400.00.
- b. *Administrative fee (After 48 hours):* \$155.00.
- c. *Storage fee (inside):* \$70.00 per day (24-hour period) after the first 6 hours
- d. *Storage fee (outside):* \$65.00 per day (24-hour period) after the first 6 hours.
- e. *After hours gate fee:* \$100.00 5:00 PM to 8:00 AM and Saturday/Sunday/National Holidays)

**Section 7. - Vehicle not connected upon operator returning.**

The owner or operator of any tow service vehicle which is summoned to tow away any vehicle or vessel on public or private property shall not remove or tow the vehicle away and shall not charge any fee if the vehicle operator returns to the vehicle or vessel prior to the tow operator having physically connected the vehicle or vessel to the towing apparatus.

**Section 8. - Vehicle not towed upon operator returning.**

If the registered owner or other legally authorized person in control of the vehicle or vessel arrives at the scene prior to removal or towing of the vehicle or vessel, the vehicle or vessel shall be disconnected from the towing or removal apparatus, and that person shall be allowed to remove the vehicle or vessel without interference upon the payment of 50 percent of the normal towing fee for which a receipt shall be given, unless that person refuses or is unable to remove the vehicle or vessel which is otherwise unlawfully parked. The towing company must tell the caller requesting the tow of the 50 percent charge to be imposed should the registered owner or other legally authorized person in control of the vehicle or vessel arrive at the scene prior to removal or towing of the vehicle or vessel.

**Section 9. - Point of tow to point of storage and timely notification of city police department.**

- (A) Except as provided in (d) below, except for bona fide emergencies and except as otherwise directed by a sworn law enforcement officer authorizing the tow a vehicle in tow shall be taken from the point of tow to the permanent business address of the tow service where vehicles are normally stored. Temporary storage at any other location is prohibited.
- (B) Point of storage must be located on Putnam County, Florida.
- (C) The person or tow service towing or removing the vehicle or vessel shall, within 30 minutes after completion of such towing or removal, notify the Palatka Police Department of such towing or removal, the location of storage site, the time the vehicle or vessel was towed or removed, and the make, model, color and license plate number of the vehicle or description and registration number of the vessel and shall obtain the name of the person at the Palatka Police Department to whom such information was reported and note that name on a trip record.
- (D) The city will have the authority to establish an official temporary tow lot for special events, such as annual festivals. A representative of the tow company shall be present during hours determined by the city to take payments and to release vehicles. At the end of the designated time the tow company shall remove any remaining vehicle to their own business lot. Tow companies may share representation at the temporary tow lot under their own terms and arrangements.

**Section 10. - Civil citation.**

In addition to any criminal prosecution that may occur, police officers and code enforcement officers may issue a civil citation to tow service owners or their authorized representatives for violations of any section of this article. All tow services and operators engaged in the business of nonconsensual towing shall be subject to an annual inspection for compliance with all city ordinances and applicable state and federal law.

**Section 11. - Receipt to be furnished to owner when vehicle is claimed.**

When a towed vehicle or vessel is claimed, the tow service shall furnish the owner or other legally authorized person with a receipt which shall include the name of the person or management entity who authorized the towing.

**Section 12 - Storage and retrieval.**

- (A) The tow service shall be available for retrieval of stored vehicles at least from 8:00 a.m. to 5:00 p.m. Monday through Friday, and, when closed, shall have posted prominently on the exterior of the storage facility and place of business, if different, a notice indicating a telephone number where the tow truck company can be reached at all times. Upon request of the vehicle/vessel owner or authorized driver/agent, the tow truck company may release the vehicle/vessel to the vehicle/vessel owner or authorized driver/agent after hours.
  
- (B) Tow truck companies shall allow every vehicle/vessel owner or authorized driver/agent to inspect the interior and exterior of the towed vehicle upon his or her arrival at the storage facility before payment of any charges. With the exception of vehicles or vessels being held pursuant to the specific request or "hold order" of a law enforcement agency, the vehicle/vessel owner or authorized driver/agent shall be permitted to remove the vehicle license tag and any and all personal property inside but not affixed to the vehicle/vessel.
  
- (C) A vehicle/vessel owner who shows a government issued photo identification shall be given access to view ownership documents stored in the vehicle/vessel. The vehicle/vessel and/or personal property shall be released to the vehicle/vessel owner if the ownership documents are consistent (name and address) with the photo identification. When a vehicle/vessel owner's government issued identification and ownership documents are stored inside the impounded vehicle due to unforeseen circumstances, the tow truck company shall be required to recover the ownership documents stored in the impounded vehicle (i.e., glove compartment, sun visors, etc.) upon receipt of a vehicle/vessel key, vehicle access code, or electronic device from the vehicle/vessel owner that would allow entry. The vehicle/vessel and/or personal property shall be released to the vehicle/vessel owner if the ownership documents are consistent with the photo identification.
  
- (D) Tow truck companies shall not, as a condition of release of the vehicle/vessel, require a vehicle/vessel owner or authorized driver/agent to sign any release or waiver of any kind which would release the tow truck company from liability for damages noted by the vehicle/vessel owner or authorized driver/agent at the time of the vehicle's/vessel's release. A detailed, signed receipt showing the legal name of the tow truck company removing the vehicle/vessel shall be given to the vehicle/vessel owner or authorized driver/agent at the time of payment, whether requested or not.

**Section 13 - Minimum insurance requirements.**

- (A) All tow services or independent tow operators shall maintain a minimum of \$1,000,000.00 per occurrence of the following commercial insurance: general/garage liability, auto liability for each tow service vehicle, on-hook cargo liability, and worker's compensation in amounts as required by state law. Each insurance policy shall be required to be in the name of the tow service and shall include coverage for towing and storage. All such insurance shall be maintained with a duly qualified insurance company authorized to do business within the State of Florida. Said insurance coverage shall remain in effect throughout the period that the tow service and/or operator performs towing and/or storage services.
- (B) All insurance policies required shall be issued by insurance companies licensed and admitted to write commercial liability insurance in the State of Florida. No policy shall be accepted which is less than a six-month duration. Each policy shall be endorsed to provide for 30 days written notice to the city of any nonrenewal of the policy or at least ten days written notice to the city of any cancellation/nonpayment of the policy.
- (C) A properly completed certificate of insurance evidencing all insurance coverage shall be made available to the city upon application for an operating permit. Each vehicle must be listed on the certificate(s) by its year, make and vehicle identification number. Evidence of the renewal of the policy shall be filed with the city prior to such policy's expiration date. Failure to file such evidence of insurance, or failure to have same in full force and effect, may result in denial of a permit, revocation or suspension of the permit, a denial of renewal of such permit, issuance of a civil citation, a misdemeanor charge or other such remedies available to the city herein.
- (D) The city may deny, suspend or revoke the operating permit of any company for failure to obtain or maintain insurance as required by this article. Any company which submits false or fraudulent insurance documents shall be subject to immediate denial or revocation. Such companies shall not be eligible to reapply for a tow operator permit for five years. The city shall notify the state department of financial services/division of insurance fraud for follow-up investigation and review. Upon denial, suspension or revocation of the tow operator permit, the company shall be entitled to an appeal according to the provisions in this article (hearings and appeals).
- (E) The city shall suspend the operating permit of any company which fails to ensure that each and every registered vehicle associated with the company has:
  - (1) A current certificate of insurance provided to the city by the authorized agent or insurance company no later than the date of expiration of its previous policy, or

- (2) A reinstatement notice provided to the city no later than the date of cancellation of said policy.
- (3) Any company which has had its tow operator permit suspended more than two times in any twelve-month period may have such permit revoked for a period of one year.

**Section 14. - Repair of vehicle without prior authorization prohibited.**

It shall be unlawful for any person to disassemble or to make any repairs, alterations or additions to any such towed vehicle or vessel without the written consent signed by the vehicle's or vessel's owner or duly authorized agent.

**Section 15 - Penalties.**

- (A) Any tow service that violates any of the provisions of this article for a specific fine is not stipulated by this ordinance may be punished by imposition of a fine not to exceed \$500.00 per violation in accordance with Section I-10 of the City Code. Each violation shall be considered a separate offense.
- (B) Fines not paid in a timely manner may be assigned to the non ad valorem tax bill for businesses on property within the city limits of Palatka or if unavailable as an option , the city may elect to collect overdue fines by any other method which is authorized by law or provided for by lawful ordinance.

**Section 16 - Revocation and appeal.**

- (A) The city may revoke the privilege of any tow service or tow operator to perform nonconsensual towing on any of the following grounds:
  - (1) If the tow service owner and/or tow operator fails to register as required by this article;
  - (2) If the registration contains a false statement of material fact;
  - (3) If the tow service owner and/or tow operator provides monetary or other valuable consideration to the private property owner for the privilege of towing vehicles from the property under contract;
  - (4) If the tow service owner and/or operator provides monetary or other valuable consideration to the private property owner for each or any individual vehicle towed from the property;
  - (5) If the tow service owner and/or tow operator charges the owner of any towed vehicle or personal property fees in excess of those established by resolution adopted by city council; or

- (6) If a tow operator fails to display or show upon demand the tow operator permit while performing a nonconsensual tow.
- (B) Three violations of the provisions of this section by any tow service owner and/or operator of a tow service vehicle within a one-year period shall result in the automatic suspension of the owner's and/or operator's privilege to engage in the business of nonconsensual towing within the city limits of Palatka. In the event of such suspension:
- (1) The chief of police or designee shall inform the tow service owner and/or tow operator in person or by certified or registered mail within seven days prior to the effective date of the suspension.
- (2) The tow service owner and/or tow operator may file a written request for a due process hearing within ten calendar days of the date of the suspension with the city manager or designee. Failure to request a hearing within the ten calendar day period shall constitute a waiver by the tow service owner and/or tow operator of any rights to a hearing.
- (3) At the due process hearing, the tow service owner and/or operator shall have the opportunity to present any testimony and/or documentation he/she believes negates or mitigates the suspension.
- (4) Upon a review of the evidence presented at the hearing, the city manager or designee may revoke the tow service owner's and/or tow operator's privilege to engage in the business of nonconsensual towing for up to one year:
- a. The first revocation will result in a six month suspension.
  - b. The second and subsequent revocations will result in a one year suspension.
- (C) Any tow service owner and/or tow operator whose privilege to engage in nonconsensual towing has been revoked by the city manager or designee, shall not be eligible to again obtain a permit with the police department for nonconsensual towing until such revocation period has expired. Any revocation shall include the period of suspension which led to the revocation.
- (D) Any tow service owner and/or tow operator whose privilege to engage in the business of nonconsensual towing has been revoked by the city manager or designee may file an appeal within 15 days of the date of revocation pursuant to the appeals process.

- (E) Any tow service owner and/or tow operator whose privilege to engage in nonconsensual towing has been revoked by the city manager or designee may appeal such decision to the city commission. Such appeal shall be taken by filing written notice with the city manager or designee within 15 days after the decision by the city manager or designee to revoke such privilege. The notice of the appeal shall contain the grounds for the appeal and shall contain information showing that either the finding is contrary to the law or is not supported by the competent substantial evidence. The city manager or designee shall transmit copies of the appeal to the city commission along with papers constituting the record upon which the action appealed from is based. The filing of a notice of appeal shall not delay the effectiveness of any revocation. The city commission may decide to uphold or reverse the decision of the city manager or designee. If the city commission reverses the decision of the city manager or designee, the nonconsensual towing privilege will be immediately reinstated.

**Section 17 - Scope of article.**

- (A) The provisions of this article and the relevant Florida Statutes shall be the exclusive regulations applicable to towing, recovery and removal of vehicles/vessels in the city and all storage provided therewith.
- (B) This article shall not apply to the towing of a vehicle/vessel which occurs with the consent of the vehicle/vessel's owner or operator.
- (C) Nothing in this article shall be construed to prohibit the discharge or storage of a vehicle or vessel lawfully recovered, towed or removed in another City of Putnam County and lawfully transported into the City of Palatka.

**Section 18. Severability.** If any section or portion of a section or subsection of this ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section, subsection, or part of this ordinance.

**Section 19. Codification.** A copy of this Ordinance shall be furnished to the Municipal Code Corporation for insertion in the Code of Ordinances for the City of Palatka, Florida.

**Section 20. Effective Date.** This ordinance shall take effect immediately upon its passage and approval, consistent with all requirements of general law.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, on this 12<sup>th</sup> day of September 2013.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND CORRECTNESS:**

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



**Palatka Police Department  
110 North 11<sup>th</sup> Street**

**To:** City Commissioners  
**From:** Gary S. Getchell, Chief of Police  
**Date:** 7/1/2013  
**Re:** Staff Report

A handwritten signature in blue ink, appearing to be "G. Getchell", is written over the "From:" line of the header.

---

**Background**

A nonconsensual towing ordinance for the City of Palatka was developed with the intent of regulating this business to insure compliance with professional standards by tow companies operating in the City of Palatka as established by F. S. 715.07.

**Discussion**

Florida Statute 715.07 authorizes the nonconsensual towing of vehicles from private property by the owner or lessee of real property, or any person authorized by the owner or lessee. The statute also establishes guidelines for the proper towing, storage and release of vehicles towed.

Permitting fees were established by most municipalities regulating these tows. Based on suggested permitting fees it is estimated that the City of Palatka would have revenues of approximately \$600.00 to \$1000.00 per year for permitting tow companies and their drivers. The City of Palatka would expend an estimated \$100.00 to \$200.00 a year to manage the program. A draft ordinance was presented to at least four (4) companies operating in the City of Palatka for their review and comments.

**Recommendation**

Staff recommends City Commission adopt ordinance regulating towing of vehicles within the corporate city limits of Palatka.

# *Agenda Item*

8



CITY COMMISSION AGENDA ITEM

Building & Zoning Department
201 N 2nd Street
Palatka, FL 32177
(386) 329-0103 phone
(386) 329-0172 fax

SUBJECT: ORDINANCE – FINAL PLAT FOR SERVICE ROAD ACCESS
EASEMENT, 201 ZEAGLER DRIVE – 2ND 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:

Approve adoption

DEPARTMENT HEAD Submitted: Thad Crowe Date: 7/25/2013
Requested Agenda Regular Date: 8/8/2013

FINANCE DEPARTMENT Budgeted Yes No N/A Date:

CITY ATTORNEY Approved as to Form and Correctness Date:

CITY MANAGER Approved Agenda Item For: Date: 7/30/13

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

This instrument prepared by:  
Thad Crowe, AICP  
201 North 2<sup>nd</sup> 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 8<sup>th</sup> day of August, 2013.

**CITY OF PALATKA**

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

**ATTEST:**

\_\_\_\_\_  
**City Clerk**



# *Agenda Item*

9

**ESTABLISHING CUSTOMS  
OPERATION AT PALATKA MUNICIPAL  
AIRPORT**

**THREE OPTIONS**

# INTRODUCTION

General Aviation Facilities (GAF) facilities are normally located at small, low volume airports in the United States and provide U.S. Customs and Border Protection (CBP) with the ability to process up to 20 passengers and their baggage at one time. GAF can be constructed at airports designated by CBP as User Fee, Landing Rights or International. The basic facility requirements are the same regardless of classification. Federal regulations require airports planning passenger processing facilities to provide, without cost to the federal government, suitable office and other space for the sole use of federal officials working at the airport. Simply expressed, general aviation facilities are considered “turnkey” projects which when completed are fully operational including the required physical security and passenger monitoring systems, cabling and conduit to support CBP’s enforcement and administrative computer systems and all necessary furnishings in areas required for operations. The government normally supplies enforcement and administrative computers, printers, telephones, office equipment and other miscellaneous law enforcement equipment. GAF may be incorporated into the main terminal building or housed in a stand-alone structure located on airport property. Small facilities, staffed by 1 CBP Officer, process a maximum of 10 passengers at a time. Large facilities, staffed by 2-3 CBP Officers, are capable of processing up to 20 passengers.

Source: Airport Technical Design Standards for Passenger Processing Facilities  
Department of Homeland Security  
U.S. Customs and Border Protection

# OPTION #1

- Obtain International Airport Status and “Port of Entry” Designation

- Applicant or requesting community must:

- Prepare a report that shows the benefits to be derived and justify the Federal Government expense.

- Be serviced by at least one other major mode of transportation.

- Have a minimum population of 300,000 within the immediate service area (approximately a 70-mile radius).

- The actual workload in the area must be one or a combination of the following:

- 15,000 international air passengers (airport).

- 2,000 scheduled international arrivals (airport).

- 2,500 consumption entries (each valued over \$2,000), with no more than half being attributed to any one party (airport, seaport, land border port).

- 350 vessels (seaport)

- 150,000 vehicles (land border port).

- \*Any appropriate combination of the above.

# OPTION #2

- Obtain Approval and Become a “User Fee Airport”
- Applicant must meet the criteria below and receive permission from Commissioner of CBP for consideration:
  - The volume or value of business at the airport is insufficient to justify the availability of inspectional services at such airport on a non-reimbursable basis.
  - The current Governor of the State in which such airport is located supports such designation in writing to the Commissioner of CBP.
  - The requestor (e.g. airport authority) agrees to reimburse CBP for all costs associated with the services, including all expenses of staffing a minimum of one full-time inspector.
  - The requestor completes an Agriculture Compliance Agreement (ACA) with fixed base operators and garbage haulers for handling the international garbage.
- The basic steps required in considering an application for designation as an UFA include:
  - Receipt of a letter from the current Governor of the state supporting the user fee airport designation addressed to the Commissioner.
  - Complete an initial site visit in which CBP officials discuss workload and services.
  - Complete a successful site visit in which CBP officials discuss workload and services and verify that facilities are adequate for inspectional services to be provided.
  - Complete a final site visit in which CBP officials verify that facilities are 85% complete and adequate for inspectional services to be provided.
  - Complete a Memorandum of Agreement (MOA) with CBP, which states the responsibilities, fees and hours of service.

Source: US Customs and Boarder Patrol Website

# OPTION #2 Cont.

- An approved User Fee Airport receiving CBP services is responsible for payment of the following fees:
  - Per Inspector - \$140,874 for the first year and \$123,438 for succeeding years.
  - ADP costs per inspector - \$17,042 to \$21,062 (1st year) and \$13,620 to \$17,640 for succeeding years depending on the location.
  - Other associated costs such as overtime.
- \* *NOTE: In all cases regarding requests for new service, it must be understood that before CBP approves requests to establish new Ports of Entry or User Fee Airports, CBP must have the available staffing or the authorization and appropriations to hire additional staffing. This is and will continue to be one of the most important considerations.*

Source: US Customs and Boarder Patrol Website

# OPTION #3

- Obtain Approval From CBP and Operate as a “Landing Rights Airport” (Best Option)
- Permission is given by the director of the port, or his representative, at the port nearest to which first landing is made.
- *Private aircraft.* The pilots of private aircraft are required to secure permission to land from CBP following transmission of the advance notice of arrival via an electronic data interchange system approved by CBP, pursuant to CFR 122.22. Prior to departure as defined in CFR 122.22(a), from a foreign port or place, the pilot of a private aircraft must receive a message from CBP that landing rights have been granted for that aircraft at a particular airport.
- *Other aircraft.* Following advance notice of arrival pursuant to CFR 122.31, all other aircraft may be allowed to land at a landing rights airport by the director of the port of entry or station nearest the first place of landing.
- *Additional flights, charters or changes in schedule—Scheduled aircraft.* If a new carrier plans to set up a new flight schedule, or an established carrier makes changes in its approved schedule, landing rights may be granted by the port director.
- *Additional or charter flight.* If a carrier or charter operator wants to begin operating or to add flights, application must be made to the port director for landing rights. All requests must be made not less than 48 hours before the intended time of arrival, except in emergencies. If the request is oral, it must be put in writing before or at the time of arrival.

Source: Title 19, CFR 122.19

# OPTION #3 Cont.

- \*NOTE:** *Denial or withdrawal of landing rights.* Permission to land at a landing rights airport may be denied or permanently or temporarily withdrawn for any of the following reasons:
- Appropriate and/or sufficient Federal Government personnel are not available
  - Proper inspectional facilities or equipment are not available at, or maintained by, the requested airport
  - The entity requesting the landing rights has a history of failing to abide by appropriate instructions given by a CBP officer
  - Reasonable grounds exist to believe that applicable Federal rules and regulations pertaining to safety, including cargo safety and security, CBP, or other inspectional activities may not be adhered to; or

Source: Title 19, CFR 122.19