KARL N. FLAGG
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

EGRA KITCHENS
COMMISSIONER

VERNON MYERS
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

CITY OF PALATKA

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

ELWIN C. "WOODY" BOYNTON, JR.
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

AGENDA
CITY OF PALATKA
December 9, 2010

CALL TO ORDER:
a. Invocation – The Reverend John Jacobs, Rector, All Saints Anglican Church
a. Pledge of Allegiance
b. Roll Call

APPROVAL OF MINUTES – 11/16/10

1. **PUBLIC RECOGNITION/PRESENTATIONS:**
   a. **EMPLOYEE RECOGNITION – Service Above and Beyond the Call of Duty – Mike Burkhart**
   b. **EMPLOYEE RETIREMENT – Fire Lt. Randy Porter – 32 years, 5 months**
   c. **FINAL REGULAR MEETING - Mayor Karl N. Flagg – 10 years of Service**
   d. **STUDENT OF THE MONTH** – November, 2010 – Mayor Flagg & Commissioner Myers

Tykiara McCants	Beasley Middle School
Caleb Herrington	Browning Pearce Elementary School
Natasha Mullen	Children's Reading Center Charter School
Jacob Bryan	E.H. Miller School
Jerich Givens	James A. Long Elementary School
Wayne Walker	Jenkins Middle School
Amy Kennedy	Kelley Smith Elementary School
Alexis Venable	Mellon Elementary School
Marcus Wilson	Moseley Elementary School
Taylor Aldrich	Palatka High School
Wyatt Chapman	Peniel Baptist Academy

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

3. **CONSENT AGENDA:**
   *a. **Award Contract for CDBG Economic Revitalization FY 2009 (Downtown Streetscaping/Parking) Administration Services to Fred Fox Enterprises, Inc.** per results of a Request for Proposals, pending DCA Concurrence on Sole Source Bid
   *b. **Authorize execution of SJRWMD Cost Share Agreement #26799 in the amount of $67,187.50** for the City of Palatka Automated Tracking and Historical Water Consumption Water Data Project
   *c. **Reappoint Carl Stewart and Sue Roskosh to the Palatka Planning Board** for three-year terms to expire December 31, 2013 (incumbents – sole applicants)
   *d. **Adopt City Commission Meeting Calendar** for January 1, 2011 through December 31, 2011
   *e. **Issue meeting call for January 3, 2011** Swearing-in Ceremony, 7:30 p.m.

* 4. **ACCEPT CRA RECOMMENDATIONS** as follows:
   a. **ADOPTION OF CRA ANNUAL PLAN,** including the Central Business District (CBD), North Historic District (NHD) and South Historic District (SHD)

201 N. 2ND STREET • PALATKA, FLORIDA 32177
PHONE: (386) 329-0100
www.cityofpalatka.com
FAX: (386) 329-0106

* 5. **RESOLUTION** authorizing the Mayor and City Clerk to execute and attest lease agreements with EZGO and PNC Equipment Finance to lease fifty-four (54) E-Z-Go Golf Carts for a term of 55 months at a cost of $194,000.54 - Adopt

* 6. **RESOLUTION** authorizing the Mayor and City Clerk to execute and attest a Joint Participation Agreement with FDOT for Federal Ferry Boat Discretionary program funding to purchase equipment and create the infrastructure to support water taxi/ferry boats.

* 7. **ORDINANCE** amending the Code of Ordinances, Chapter 14, Animals, to clarify violations, enforcement actions and amend fines to comply with Statutory Regulations – 2nd Reading, adopt

* 8. **ORDINANCE** restating Chapter 50 of the Code of Ordinances, Article III, Special Events – 2nd Reading, Adopt

* 9. **DISCUSSION** – Consideration & Acceptance of 100 Block Redevelopment Lease – Andrew Ham, CDP, Inc.

10. **ADMINISTRATIVE REPORTS**
    - * a. **City Manager Evaluation Form** – City Clerk
    - * b. **City Manager Contract Renewal** – three year term to expire 12/31/2013

11. **COMMISSIONER COMMENTS**
    - a. **City Manager Evaluation Format**

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:

December 23 & 24 – City Offices closed for Christmas Holiday
December 31, 2010 – City Offices closed for New Year's Holiday
January 3, 2011, 7:30 p.m. – Oath of Office Ceremony
January 17, 2011 – City Offices closed for M. L. King, Jr. Day

Board Openings:

Code Enforcement Board	2 Vacancies (Contractor, Engineer)
Fire Pension Board	1 Vacancy ("5th member")
Historic Preservation Board:	1 alternate/1 w/ Legal Experience
Tree Committee	1 Vacancy

Agenda Item

3a

CITY OF PALATKA
Betsy Jordan Driggers
City Clerk
201 N. 2nd Street
Palatka FL 32177
Phone: 386-329-0100
Fax: 386-329-0199
e-mail: bdriggers@palatka-fl.gov

Memorandum

To: Palatka City Commission & Staff

From: Betsy Driggers, City Clerk

Date: December 3, 2010

Re: CDBG 11DB-L4-04-64-02-C02 Administrative Services – recommendation of Sole Source Award of Bid to Fred Fox Enterprises

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The City of Palatka recently received CDBG Grant #11DB-L4-04-64-02-C02 from the Florida Department of Community Affairs in the amount of seven hundred and fifty thousand dollars ($750,000.00). The grant will be used to construct downtown streetscape and parking lot improvements associated with the redevelopment of the 100 block.

The City of Palatka advertised for CDBG Administrative Services in the Daytona Beach News Journal on November 1, 2010. Proposals were required to be submitted to the City by Wednesday November 17, 2010. The City received only one proposal from Fred Fox Enterprises. Staff has reviewed the proposal and found the proposed management plan and fee submitted by Fred Fox Enterprises to be acceptable.

Staff is recommending the City Commission approve contracting with Fred Fox Enterprises for the administration of the City's CDBG Commercial Revitalization grant referenced herein for the proposed fee of fifty-six thousand dollars ($56,000.00).

Approve should be contingent upon the Florida Department of Community Affairs (DCA) approving the City's single source request for the administration of the City's CDBG Commercial Revitalization project by Fred Fox Enterprises. The single source request packet submitted to DCA, would include the City Commission meeting minutes approving Fred Fox Enterprises.

PROPOSAL FOR SERVICES SUBMITTED BY:

FRED FOX

ENTERPRISES, INC.

Specializing in Public & Private Partnerships

SUBMITTED TO:

CITY OF PALATKA, FLORIDA

COMMERCIAL REVITALIZATION
CDBG #11DB-L4-04-64-02-C02

CITY OF PALATKA, FL
201 N. SECOND STREET
PALATKA, FLORIDA 32177

COPY

1

SECTION ONE:
Letter of Transmittal

2

SECTION TWO:
CDBG Small Cities Program Experience

3

SECTION THREE:
Staff Resumes

4

SECTION FOUR:
Letters of Reference

5

SECTION FIVE:
Attachments

AVERY READY INDEX 6069

Letter of Transmittal

FRED FOX ENTERPRISES, INC

Providing Grant Writing and Administration Services

November 15, 2010

Mr. Woody Boynton, City Manager
City of Palatka
201 North Second Street
Palatka, FL 32177

RE: **REQUEST FOR PROPOSALS FOR FFY 2009 COMMERCIAL REVITALIZATION CDBG GRANT ADMINISTRATION SERVICES, CDBG #11DB-L4-04-64-02-C02**

Dear Mr. Boynton:

Please let this serve as my firm's response to the City's Request for Proposals for the administration of the City of Palatka's recently awarded Community Development Block Grant in the Commercial Revitalization category. Having prepared the application for this project, we are familiar with the activities in the application which include renovating two existing parking lots, constructing two new parking lots, and streetscape improvements, unmet needs include acquiring a parcel of vacant property and constructing a new municipal parking lot as unmet need #1 and acquiring another parcel of vacant property and constructing a new municipal parking lot as unmet need #2. If selected, my firm's understanding of the City's CDBG Commercial Revitalization project will allow my firm to begin immediately working with City staff on the implementation of the project.

For 26 years, since our firm's inception in 1984, we have secured and administered HUD funded CDBG projects for our client communities in the following categories:

- Ninety-seven (97) Small Cities Neighborhood Revitalization projects;
- Sixty-three (63) Small Cities Housing Rehabilitation projects;
- Thirty-three (33) Small Cities Commercial Revitalization projects;
- Thirty-six (36) Small Cities Economic Development projects;
- Twelve (12) Disaster Recovery Initiative projects.

26 Spanish Street, P.O. Box 1047 • St. Augustine, FL 32085-1047 • Phone: (904) 810-5183 • Fax: (904) 810-5302

Many of the above projects have been for the City of Palatka. I have been working with the City of Palatka since 1976. Initially I worked as a city employee (1976 – 1984) and from 1984 until present day through Fred Fox Enterprises, Inc. Together we have procured funding for and administered more than fifteen (15) of the CDBG Small Cities grants referenced above.

My staff has represented our client community's interests regarding funding requests that were submitted to both the federal and state governments. Fred Fox Enterprises, Inc. has assembled a staff that has represented government entities before numerous federal and state agencies. Our experience extends beyond merely filling out and submitting grant and loan applications. We understand that to effectively represent the interests of our client communities, we must work closely with the local public officials in our client communities as well as their representatives in Washington, DC and Tallahassee to achieve success. Understanding our client communities' needs as well as the requirements of the federal and state programs we work with has resulted in a very high success rate for applications my firm has prepared. This success has been enhanced by the working relationships we have developed with the officials administering these programs.

My firm's approach to managing the City of Palatka's Commercial Revitalization Project would be as follows:

CITY OF PALATKA
COMMERCIAL REVITALIZATION PROJECT
MANAGEMENT APPROACH

The work items and time line that would be utilized to carry out the City of Palatka's CDBG Commercial Revitalization project are as follows:

WORK ITEM	DATE OF COMPLETION
1. City receives CDBG contract from DCA for completion and execution.	Complete
2. City returns completed contract with attachments to DCA for execution by the state.	Complete
3. The City receives a fully executed contract from DCA.	Complete
4. City selects project administrator	December 1, 2010
5. Administrator working with the City begins Environmental Review process.	December 1, 2010

6. City completes administrative desktop monitoring package, including contract and submits it to DCA for approval.	December 1, 2010
7. The City obtains approval for the administrator selection process as well as the administrative contract from DCA.	December 15, 2010
8. The Environmental Review process is completed.	December 31, 2010
9. The City receives "Release of Funds" notification from DCA.	January 14, 2011
10. The final Plans and Specifications for the project are sent to DCA for review and approval.	January 15, 2011
11. DCA approves the plans and specifications.	February 1, 2011
12.The project is bid out.	February 15, 2011
13. The City awards the bids and obtains DCA approval of the contractor.	March 15, 2011
14. The City holds the Pre-construction conferences and issues the "Notice to Proceed" to the contractor.	April 1, 2011
15. The Contractor begins construction of the project.	April 15, 2011
16. The Contractor completes construction of the project.	October 15, 2011
17. The administrator prepares close-out documents for the project and the City submits the documents to DCA.	November 15, 2011

The team that would be in charge of the administration of the City of Palatka's CDBG Commercial Revitalization Project would be as follow:

1. **Fred D. Fox – Project Manager**

   Mr. Fox would work with the City's Citizen Advisory Task Force (CATF), City Commission and City Staff to coordinate the general operation of the project including, but not limited to the following:

- Work with the City to develop an administrative contract that is acceptable to the State;
- Work with the City and the project engineer to coordinate the bidding, construction, contract award and pre-construction meeting for the project;
- Insure that Davis Bacon and other federal employee tracking requirements are met;
- Conduct contractor and subcontractor employee interviews;
- Insure all record-keeping and reporting procedures are followed;
- Attend all State and Federal monitoring meetings regarding the project;
- Conduct Citizens Advisory Task Force (CATF) meetings as well as attend all City Commission meetings where grant items are to be discussed.

2. **Melissa Fox – Grants Compliance/Bookkeeping Specialist**

   Ms. Fox would coordinate the financial administration of the program with the City including, but not limited to the following:

- Coordinate the establishment of the bookkeeping system required for the project with City staff;
- Prepare "Request for Funds" for the project;
- Review and approve all requests for payments from the contractors including obtaining appropriate Release of Liens;
- Prepare samples of required correspondence to DCA and draft responses to DCA correspondence for City review and execution;
- Provide ongoing coordination of all required record-keeping for the project;
- Review all payrolls and employee interview forms for Davis Bacon and other Federal compliance.

PRICE/FEE SCHEDULE

The fee schedule for the management of the City of Palatka's CDBG Commercial Revitalization Project would be as follows:

SERVICE	AMOUNT
1. **Prepare the Environmental Review**	
• Prepare the Environmental Review including all required mail-outs.	
• Prepare the required advertising.	$ 3,500.00

2. **Attendance at the DCA Site Visit and Project Monitoring Visits as well as the Completion of all Required Reports**
   - Prepare Project Amendments (Estimate - 2).
   - Prepare all required advertisements.
   - Participate in all DCA Monitoring visits (Estimate - 2).
   - Prepare the Preliminary Contract and Final close-out documents for the project. $ 5,000.00

3. **Project Administration/Financial Supervisor**
   - Create and maintain an independent set of financial records for the project.
   - Prepare all Request for Funds for the project.
   - Coordinate 504 (handicapped accessibility) requirements with the City.
   - Carry out required Fair Housing Activities.
   - Coordinate with DCA on any new program requirements. $ 12,000.00

4. **Coordination with the Engineer and Contractor**
   - Coordinate with the engineer on all Federal and State requirements associated with the project.
   - Participate in the Pre-bid conference for the project.
   - Obtain the contractor approval from DCA.
   - Coordinate the Pre-construction conference with the engineer.
   - Review contractor package for grant information completion.
   - Insure Notice To Proceed is issued to the contractor.
   - Conduct required Employee Interviews.
   - Review and approve contractor payroll requests along with the engineer.
   - Review and recommend approval of all change orders as they relate to DCA contract compliance.
   - Insure all Release of Liens are obtained and all "Notice of Commencements" are filed. $ 28,500.00

5. **Community Coordination**
   - Meet with the Citizen's Advisory Task Force to keep them updated on the progress of the project.
   - Meet with the City Commission and City Staff on a regular basis to keep them updated on the progress of the project. $ 3,500.00

6. **Coordination with DCA Staff**
   - Maintain continuous telephone and written coordination with DCA staff to insure a smooth flow of the project through the state system.
   - Walk any required amendments and approvals through DCA to insure a quick approval. $ 3,500.00

GRAND TOTAL ---------- $ 56,000.00

Fred Fox Enterprises would propose to provide all management services associated with the administration of the City's CDBG Commercial Revitalization project for the lump sum of **Fifty-Six Thousand Dollars and No/100 ($56,000.00).** If you have any questions concerning this proposal, please do not hesitate to contact our office at (904) 810-5183.

Sincerely,

Fred D. Fox

Fred D. Fox
President

FDF/mff

CDBG Small Cities Program Experience

WORK EXPERIENCE AND CLIENT CONTACT INFORMATION

In the past twenty-six (26) years, our firm has been in business, we have provided grant application preparation and grant administration services for the following CDBG projects totaling $170,004,008.99, the largest of any firm in the State of Florida.

FFY 2009

As part of the 2009 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. prepared applications and secured funding for the following communities:

1. Town of Bronson – Housing Rehabilitation, $650,000.00
   Contact Person: Kelli Brettel, Town Clerk, (352) 486-2354
2. Town of Callahan – Neighborhood Revitalization, $650,000.00
   Contact Person: Michael Williams, Town Manager, (904) 879-3801
3. City of Carrabelle – Commercial Revitalization, $650,000.00
   Contact Person: Courtney Dempsey, City Administrator, (850) 697-3618
4. City of Chiefland – Neighborhood Revitalization, $650,000.00
   Contact Person: Laurie Copeland, Financial Project Coordinator, (352) 493-6711
5. City of Fruitland Park – Neighborhood Revitalization, $700,000.00
   Contact Person: Diane Gibson Smith, City Clerk, (352) 360-6727
6. City of Haines City – Commercial Revitalization, $750,000.00
   Contact Person: Richard Greenwood, Community Development Director, (863) 421-3600
7. City of Hampton – Neighborhood Revitalization, $600,000.00
   Contact Person: Jane Hall, Town Clerk, (352) 468-1201
8. Town of Hilliard – Neighborhood Revitalization, $700,000.00
   Contact Person: David Thompson, Public Works Director, (904) 845-3555
9. City of Moore Haven – Neighborhood Revitalization, $650,000.00
   Contact Person: Maxine Brantley, Town Clerk, (863) 946-0711
10. City of Palatka – Commercial Revitalization, $750,000.00
    Contact Person: Woody Boynton, City Manager, (386) 329-0100
11. City of Quincy – Neighborhood Revitalization, $750,000.00
    Contact Person: Charles Hayes, CRA Director, (850) 627-7681
12. City of St. Augustine – Neighborhood Revitalization, $750,000.00
    Contact Person: Timothy W. Fleming, Deputy Director General Services, (904) 209-4302
13. Walton County – Economic Development, $750,000.00
    Contact Person: Angie Biddle, Grants Coordinator, (850) 892-8401
14. Town of Welaka – Neighborhood Revitalization, $600,000.00
    Contact Person: Gordon L. Sands, Mayor, (386) 467-9800

15. City of Williston – Neighborhood Revitalization, $650,000.00
Contact Person: Marcus Collins, City Manager, (352) 528-3060

FFY 2008

As part of the 2008 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. prepared applications and secured funding for the following communities:

1. City of Bunnell – Neighborhood Revitalization, $650,000.00
   Contact Person: Judi Stetson, Director of Grants and Special Projects, (386) 437-7500
2. City of Crestview – Commercial Revitalization, $750,000.00
   Contact Person: Mike Wing, Director of Leisure Services, (850) 682-1091
3. City of Dade City – Neighborhood Revitalization, $700,000.00
   Contact Person: Jim Class, Finance Director, (352) 523-5050
4. City of Dunnellon – Neighborhood Revitalization, $650,000.00
   Contact Person: Jan Smith, Finance Officer, (352) 465-8500
5. City of Graceville – Neighborhood Revitalization, $650,000.00
   Contact Person: Eugene Adams, City Manager, (850) 263-3250
6. City of Leesburg – Neighborhood Revitalization, $750,000.00
   Contact person: Ken Thomas, Dir. of Housing and Community Development, (352) 728-9700
7. Town of Noma – Planning, $70,000.00
   Contact Person: Robert Skipper, Mayor, (850) 263-3449
8. City of Palatka – Neighborhood Revitalization, $750,000.00
   Contact Person: Woody Boynton, City Manager, (386) 329-0100
9. City of Sebring – Commercial Revitalization, $750,000.00
   Contact Person: Pete Pollard, Grants Coordinator, (863) 471-5104
10. City of Umatilla – Neighborhood Revitalization, $650,000.00
    Contact Person: Karen Howard, City Clerk, (352) 669-3125
11. City of Vernon – Neighborhood Revitalization, $600,000.00
    Contact Person: Sherry Cobb, City Clerk, (850)535-2444
12. Town of Wausau – Neighborhood Revitalization, $600,000.00
    Contact Person: Margaret Riley, Town Clerk, (850) 638-1781
13. City of Trenton – Neighborhood Revitalization, $650,000.00
    Contract Person: Jered Ottenwess, City Manager, (352) 463-4000

FFY 2007

As part of the 2007 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. has received funding for and is providing project management for the following communities:

1. Town of Caryville – Neighborhood Revitalization, $600,000.00
   Contact Person: Jewette Tadlock, Town Clerk, (850) 548-5571
2. City of Haines City – Commercial Revitalization, $750,000.00
   Contact Person: Ken Sauer, Assistant City Manager, (863) 421-3650
3. City of St. Marks – Neighborhood Revitalization, $483,900.00
   Contact person: Zoe Mansfield, City Manager, (850) 925-6224
4. City of Vero Beach – Neighborhood Revitalization, $750,000.00
   Contact Person: Monte Fall, Public Works Director, (772) 978-5151
5. Town of Westville – Neighborhood Revitalization, $600,000.00
   Contact Person: Donna Gillis, Town Clerk, (850) 548-5858
6. City of Palatka – Economic Development, $349,900.00
   Contact Person: Woody Boynton, City Manager, (386) 329-0100
7. City of Graceville – Economic Development, $650,000.00
   Contact Person: Eugene Adams, City Manager, (850) 263-3250

FFY 2006

As part of the 2006 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. received funding for and is providing project management for the following communities:

1. City of Bowling Green – Neighborhood Revitalization, $700,000.00
   Contact Person: Pam Northup, City Clerk, (863) 375-2255
2. City of Bristol – Neighborhood Revitalization, $575,900.00
   Contact Person: Robin Hatcher, City Clerk, (850) 643-2261
3. City of Bristol – Economic Development, $600,000.00
   Contact Person: Robin Hatcher, City Clerk, (850) 643-2261
4. City of Carrabelle – Economic Development, $650,000.00
   Contact Person: Courtney Millender, City Administrator, (850) 687-2727
5. City of Chipley – Neighborhood Revitalization, $700,000.00
   Contact Person: Patrice Yates, City Clerk, (850) 638-6350
6. City of Clermont – Neighborhood Revitalization, $750,000.00
   Contact Person: Wayne Saunders, City Manager, (352) 394-4081
7. City of Dunnellon – Neighborhood Revitalization, $70,000.00

Contact person: Jan Smith, Finance Director, (352) 465-8500

8. City of Graceville – Neighborhood Revitalization, $70,000.00
   Contact Person: Eugene Adams, City Manager, (850) 263-3250
9. City of Graceville – Economic Development, $650,000.00
   Contact Person: Eugene Adams, City Manager, (850) 263-3250
10. City of Haines City – Economic Development, $750,000.00
    Contact Person: Ken Sauer, Assistant City Manager, (863) 421-3650
11. Martin County – Neighborhood Revitalization, $750,000.00
    Contact Person: Eric Brent, Planner, (772) 288-5495
12. City of Trenton – Neighborhood Revitalization, $70,000.00
    Contact Person: Jered Ottenwess, City Manager, (352) 463-4000
13. City of Umatilla – Neighborhood Revitalization, $650,000.00
    Contact Person: Karen Howard, City Clerk, (352) 669-3125

FFY 2005

As part of the 2005 Small Cities Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. received funding for and provided project management for the following communities:

1. City of Sebring – Commercial Revitalization, $750,000.00
   Contact Person: Pete Pollard, Grants Coordinator, (863) 471-5104
2. Town of Lake Placid – Neighborhood Revitalization, $650,000.00
   Contact Person: Arlene Tuck, Town Clerk, (863) 699-3747
3. City of Williston – Neighborhood Revitalization, $650,000.00
   Contact Person: Barbara Henson, City Clerk, (352) 528-3060
4. Town of Interlachen – Neighborhood Revitalization, $650,000.00
   Contact Person: Pamela S. Wilburn, Town Clerk, (386) 684-3811
5. City of Palatka – Neighborhood Revitalization, $750,000.00
   Contact Person: Betsy Driggers, City Clerk, (386) 329-0100
6. Town of Grand Ridge – Neighborhood Revitalization, $600,000.00
   Contact person: J. R. Moneyham, City Manager, (850) 592-4621
7. City of Crestview – Neighborhood Revitalization, $750,000.00
   Contact Person: Mike Wing, Administrative Assistant to Council, (850) 689-1618
8. Gulf County – Neighborhood Revitalization, $638,500.00
   Contact Person: Donald Butler, Chief Administrator, (850) 229-6106
9. City of Belle Isle – Economic Development, $650,000.00
   Contact Person: Larry Williams, City Manger, (407) 851-7730

10. City of Palm Coast – Economic Development, $450,000.00
    Contact Person: Ira Corliss, Special Projects Manager, (386) 986-3717
11. City of Crystal River – Economic Development, $650,000.00
    Contact Person: Roger Goettelmann, AIBD Director (352) 795-4216
12. City of Sebring – Economic Development, $750,000.00
    Contact Person: Pete Pollard, Grants Coordinator, (863) 471-5104

FFY 2005

As part of the special 2005 **Disaster Recovery Initiative** Community Development Block Grant application cycle, Fred Fox Enterprises, Inc. provided project management for the following communities:

1. City of Belle Isle – Storm Drainage Improvements, $1,093,750.00
   Contact Person: Larry Williams, City Manager, (407) 851-7730
2. City of Bowling Green – Water plant improvements, sewer plant improvements, lift station refurbishment, sanitary sewer line replacement, storm drainage improvements, street improvements, $2,250,000.00
   Contact Person: David Elbertson, City Manager, (863) 375-2255
3. Town of Eatonville – Sanitary sewer lift station renovations, installation of emergency generators at lift stations, drainage improvements, $1,093,750.00
   Contact Person: Roger Dixon, Public Works Director, (407) 623-1313
4. Hardee County – New sanitary sewer lines, water line replacement, $2,250,000.00
   Contact Person: Janet Gilliard, Director, (863) 773-6349
5. City of Haines City – Neighborhood center renovation, fire station renovation, $634,273.50
   Contact Person: Donald Carter, Finance Director, (863) 421-9901
6. Indian River County – Fire station reconstruction, water line extensions including hook-ups, vacuum sanitary sewer construction, construction of storm surge/flood protection project, $7,500,000.00
   Contact Person: Sasan Rohani, Chief of Long Range Planning, (772) 567-8000 Ext. 1250
7. City of Kissimmee – Storm drainage improvements, road reconstruction, $1,458,333.33
   Contact person: Caroline Bell, Community Development Program Coordinator, (407) 518-2155
8. Martin County – Installation of emergency generators at existing lift stations, replacement of existing traffic signalization with mast arms systems, $2,187,500.00
   Contact Person: Ronald Siegwald, Project Coordinator, (772) 223-7907
9. City of New Smyrna Beach – Drainage improvements including the acquisition of property and the construction of a retention pond, $625,000.00
   Contact Person: R. Lynne Kunkle, C.E.P., Code Enforcement Supervisor, (386) 424-2137
10. City of Oak Hill – Installation of an emergency generator at the City's Emergency operations Center, drainage improvements, $625,000.00

Contact Person: Kim Terwilliger, City Clerk, (407) 343-3177

11. Polk County – Storm drainage projects, park renovation, building renovation, building demolition, emergency generator installation, sewer line replacement, sewer line "Insituform" installation, retention pond restoration, $2,606,453.00
Contact Person: Nancy Hurley, Grants Manager (863) 534-5252

12. City of St. Cloud – Fire Station Replacement, $1,458,333.33
Contact Person: John Pham, PE Project Manager, (407) 957-8421

FFY 2004

As part of the 2004 Small Cities Community Development Block Grant cycle, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. Town of Alford – Neighborhood Revitalization, $600,000.00
Contact Person: George Gay, Mayor, (850)579-4684
2. City of Cottondale – Neighborhood Revitalization, $600,000.00
Contact Person: Judy Powell, City Clerk, (850) 352-4361
3. City of Dade City – Neighborhood Revitalization, $700,000.00
Contact Person: Laura Beagles, Assistant to City Manager, (352) 523-5050
4. City of Haines City – Economic Development, $750,000.00
Contact Person: Richard Greenwood, Planning Dir., (863) 429-3229
5. City of Leesburg – Neighborhood Revitalization, $750,000.00
Contact Person: Kenneth Thomas, Dir. of Housing and Econ. Dev, (352) 728-9708
6. City of Sebring – Economic Development, $750,000.00
Contact Person: Pete Pollard, Grants Coordinator, (863) 471-5104
7. City of St. Augustine – Commercial Revitalization, $750,000.00
Contact person: Tim Fleming, Grants Coordinator, (904) 825-1010
8. Town of Welaka – Neighborhood Revitalization, $600,000.00
Contact Person: Gordon Sands, Mayor, (386) 467-9800
9. City of Wewahitchka – Neighborhood Revitalization, $650,000.00
Contact Person: Don Minchew, City Manager, (850) 639-2605
10. City of Zephyrhills – Commercial Revitalization, $750,000.00
Contact Person: Todd Vande Berg, Director of Development, (813) 780-0006
11. Gulf County – Economic Development, $700,000.00
Contact Person: Don Butler, Chief Administrator, (850) 229-6106
12. City of Bunnell – Economic Development, $650,000.00
Contact Person: Richard Diamond, City Manager (386) 437-7500

FFY 2003

As part of the 2003 Small Cities Community Development Block Grant cycle, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Chipley – Neighborhood Revitalization, $700,000.00
   Contact Person: Jim Morris, City Administrator, (850) 638-6350
2. City of Graceville – Neighborhood Revitalization, $700,000.00
   Contact Person: Eugene Adams, City Manager, (850) 263-3250
3. Town of Grand Ridge – Neighborhood Revitalization, $433,670.83
   Contact Person: J R Moneyham, Town Manager, (850) 592-4621
4. Town of Noma – Neighborhood Revitalization, $600,000.00
   Contact Person: Robert Skipper, Mayor, (850) 263-3449
5. City of Haines City – Commercial Revitalization, $750,000.00
   Contact Person: Richard Greenwood, (863) 421-3600
6. Town of Yankeetown – Neighborhood Revitalization, $600,000.00
   Contact Person: Debra Stines, Town Clerk, (352) 447-2511
7. Town of Wausau – Neighborhood Revitalization, $600,000.00
   Contact Person: Margaret Riley, Town Clerk, (850) 638-1781
8. City of Williston – Economic Development, $600,000.00
   Contact Person: James F. Coleman, City Manager, (352) 528-3060

FFY 2002

As part of the 2002 Small Cities Community Development Block Grant cycle, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Leesburg – Commercial Revitalization Application, $750,000.00
   Contact Person: Ken Thomas, Dir. Of Housing & Econ. Dev., (352) 728-9700
2. City of Sebring – Commercial Revitalization Application, $700,000.00
   Contact Person: Pete Pollard, Grants Coordinator, (863) 471-5014
3. City of Crestview – Commercial Revitalization Application, $750,000.00
   Contact Person: Don Morrison, Administrative Assistant, (850) 689-1618
4. Indian River County – Housing Rehabilitation Application, $750,000.00
   Contact Person: Gale Carmoney, Senior Planner, (772) 567-8000
5. City of Flagler Beach – Commercial Revitalization Application, $648,202.00
   Contact Person: Libby Kania, Assistant to City Manager, (386) 517-2000

6. Martin County – Neighborhood Revitalization Application, $750,000.00
   Contact Person: Eric Brent, Planner, (561) 288-5495

FFY 2001

As part of the 2001 Small Cities Community Development Block Grant cycle, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. Town of Interlachen – Neighborhood Revitalization Application, $500,000.00
   Contact Person: Pamela Wilburn, Town Clerk, (386) 684-3811
2. City of Dade City – Neighborhood Revitalization Application, $600,000.00
   Contact Person: Laura Beagles, Assistant City Manager, (352) 523-5050
3. City of Bowling Green – Neighborhood Revitalization Application, $550,000.00
   Contact Person: David Elbertson, City Manager, (863) 375-2255
4. City of Crescent City – Neighborhood Revitalization Application, $436,597.00
   Contact Person: Marcus Collins, City Manager, (386) 698-2525
5. City of Palatka – Neighborhood Revitalization Application, $750,000.00
   Contact Person: Allen Bush, City Manager, (386) 329-0100
6. City of Cottondale – Neighborhood Revitalization Application, $497,282.00
   Contact Person: Judy Powell, City Clerk, (850) 352-4361
7. Town of Lake Placid – Neighborhood Revitalization Application, $550,000.00
   Contact Person: Arlene Tuck, Town Clerk, (863) 699-3747
8. City of Crystal River – Commercial Revitalization Application, $600,000.00
   Contact Person: Roger Goettelmann, CRA Manager, (352) 795-4216

FFY 2000

As part of the 2000 Small Cities Community Development Block Grant cycle, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Archer – Neighborhood Revitalization Application, $550,000.00
   Contact Person: Doug Drymon, City Manager, (352) 495-2880
2. Clay County – Housing Revitalization Application, $750,000.00
   Contact Person: Barbara Taylor, SHIP Coordinator, (904) 284-6376
3. City of Clermont – Commercial Revitalization Application, $600,000.00
   Contact Person: Wayne Saunders, City Manager, (352) 394-4081
4. City of Green Cove Springs – Neighborhood Revitalization Application, $600,000.00
   Contact Person: Karen Ingle, Planning, (904) 529-2200
5. City of Williston – Neighborhood Revitalization Application, $550,000.00

Contact Person: James F. Coleman, City Manager, (352) 825-1005

6. City of Zephyrhills – Commercial Revitalization Application, $600,000.00
   Contact Person: Todd Vande Berg, Director of Development, (813) 788-2313
7. City of Kissimmee – Commercial Application, $750,000.00
   Contact: Gail Hamilton, Main Street Director, (407) 931-1370
8. City of St. Cloud – Economic Development Application, $750,000.00
   Contact Person: Mr. Robert MacKichan, Dir. of Gen. Services, (407) 957-7301
9. Highlands County – Economic Development Application, $750,000.00
   Contact Person: Jim Polatty, Director of Development Services, (863) 386-6653

FFY 1999

As part of the 1999 Small Cities Economic Development cycle, Fred Fox Enterprises, Inc. received funding for the following Economic Development Projects:

1. Highlands County – Economic Development Application, $750,000.00
   Contact Person: Jim Polatty, Development Director, (941) 385-2581
2. City of Palatka – Economic Development Application, $750,000.00
   Contact: Allen Bush, City Manager, (904) 329-0100
3. City of St. Augustine – Economic Development Application, $700,000.00
   Contact Person: Wm B. Harriss, City Manager, (904) 825-1005
4. Town of Welaka – Economic Development Application, $500,000.00
   Contact: Gordon Sands, Mayor, (904) 467-9800
5. City of Williston – Economic Development Application, $550,000.00
   Contact: James F. Coleman, City Manager, (352) 528-3060
6. City of Crystal River – Economic Development Application, $600,000.00
   Contact: Roger Goettelmann, CR Manager (352) 795-4216

During the round of applications for the El Nino DR-1195 Disaster Relief for Federal Fiscal Year 1999, Fred Fox Enterprises, Inc., prepared the application for the following two (2) communities; both applications were funded.

1. City of Center Hill – Housing Elevation and Drainage Improvement Application, $500,000.00
   Contact Person: Diane Lamb, City Clerk, (352) 793-4431
2. Town of Welaka – Drainage Improvements Application, $500,000.00
   Contact: Gordon Sands, Mayor, (904) 467-9800

During the round of applications for Federal Fiscal Year 1999, Fred Fox Enterprises, Inc. prepared

the applications for the following funded communities:

1. City of Avon Park – Neighborhood Revitalization and Commercial Revitalization Application, $600,000.00 (each)
   Contact Person: C. B. Shirey, City Manager, (941) 452-4400
2. City of Bushnell – Neighborhood Revitalization Application, $500,000.00
   Contact Person: Vincente Ruano, City Manager, (352) 793-2591
3. City of Center Hill – Neighborhood Revitalization Application, $500,000.00
   Contact Person: Diane Lamb, City Clerk, (352) 793-4431
4. City of Chiefland – Neighborhood Revitalization Application, $550,000.00
   Contact Person: Bill Hammond Jr., City Manager, (352) 493-6711
5. City of Crestview – Commercial Revitalization Application, $750,000.00
   Contact Person: Don Morrison, Admin Assistant, (850) 682-1618
6. Town of Oakland – Neighborhood Revitalization Application, $500,000.00
   Contact Person: Jay Evans, Town Manager, (407) 656-1117
7. Town of Welaka – Housing Application, $500,000.00
   Contact: Gordon Sands, Mayor, (904) 467-9800

FFY 1998

During the round of applications for Federal Fiscal Year 1998, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. Town of Bowling Green – Neighborhood Application, $550,000.00
   Contact: David Elbertson, City Manager, (941) 375-3362
2. City of Graceville – Neighborhood Application, $600,000.00
   Contact: Eugene Adams, City Manager, (904) 263-3250
3. Town of Grand Ridge – Neighborhood Application, $500,000.00
   Contact: Clyde Moneyham, Jr., City Manager, (904) 592-4621
4. Town of Interlachen – Neighborhood Application, $500,000.00
   Contact: Pamela S. Wilburn, Clerk, (904) 684-3811
5. City of Palatka – Neighborhood Application, $750,000.00
   Contact: Allen Bush, City Manager, (904) 329-0100
6. City of Sebring – Commercial Application, $600,000.00
   Contact: Pete Pollard, CRA Director, (813) 471-5138
7. City of Williston – Economic Development Application, $550,000.00
   Contact: James F. Coleman, City Manager, (352) 528-3060
8. City of Zephyrhills – Commercial Application, $600,000.00
   Contact: Todd Vande Berg, Director of Development, (813) 788-2313

During the round of applications for the El Nino DR-1195 Disaster Relief for Federal Fiscal Year

1998, Fred Fox Enterprises, Inc. prepared the applications for the following three communities. All three applications were funded.

1. City of Archer – Housing Buy Out Application, $200,000.00
   Contact Person: Bruce Pagel, City Manager, (904) 495-2880
2. City of Crystal River – Housing Buy Out Application, $350,000.00
   Contact: Roger Goettlemann, Main Street Manager, (352) 795-4216
3. City of Tarpon Springs – Housing Buyout Application, $350,000.00
   Contact: Kathy Monahan, Grants Coordinator, (813) 938-3711

FFY 1997

During the round of applications for Federal Fiscal Year 1997, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. Osceola County – Housing Application, $750,000.00
   Contact: Anna Pinellas, Housing/Grants Admin., (407) 847-1297
2. Town of Welaka – Housing Application, $500,000.00
   Contact: Gordon Sands, Mayor, (904) 467-9800
3. City of Chiefland – Neighborhood Application, $550,000.00
   Contact: Bill Hammond Jr., City Manager, (352) 493-6711
4. City of Crescent City – Commercial Application, $550,000.00
   Contact: Carl Tankersley, Admin. Supervisor, (904) 698-2525
5. Town of Lake Placid – Neighborhood Application, $550,000.00
   Contact: Arlene Tuck, City Clerk, (941) 699-3747
6. City of Tarpon Springs – Commercial Application, $750,000.00
   Contact: Kathy Monahan, Grants Coordinator, (813) 938-3711
7. City of Tarpon Springs - Economic Development Application, $337,000.00
   Contact: Kathy Monahan, Grants Coordinator
8. City of Crystal River – Commercial Application, $600,000.00
   Contact: Roger Goettlemann, Main Street Manager, (352) 795-4216
9. City of Kissimmee – Commercial Application, $750,000.00
   Contact: Gail Hamilton, Main Street Director, (407) 931-1370
10. City of Palatka – Economic Development Application, $750,000.00
    Contact: Allen Bush, City Manager, (904) 329-0100

FFY 1996

During the round of applications for Federal Fiscal Year 1996, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Palatka – Neighborhood Application, $700,000.00
   Contact: Allen Bush, City Manager, (904) 329-0100
2. Town of Grand Ridge – Neighborhood Application, $500,000.00
   Contact: Clyde Moneyham, Jr., City Manager, (850) 592-4621
3. Town of Interlachen – Neighborhood Application, $500,000.00
   Contact: Pamela S. Wilburn, Clerk, (904) 684-3811
4. Town of Otter Creek – Neighborhood Application, $500,000.00
   Contact: Jeannie Welch, Clerk, (352) 486-1102
5. Town of Eatonville – Neighborhood Application, $600,000.00
   Contact: Joe Stiso, Grants Coordinator, (407) 623-1313
6. City of Fellsmere – Neighborhood Application, $500,000.00
   Contact: Deborah C. Krages, City Clerk, (407) 571-1616
7. Martin County – Neighborhood Application, $750,000.00
   Contact: Hank Woollard, (561) 288-5459
8. City of Crestview – Commercial Application, $700,000.00
   Contact: Don Morrison, Admin. Assistant, (850) 682-1618
9. Martin County – Emergency Set-Aside Application, $750,000.00
   Contact: Hank Woollard, (561) 288-5459

FFY 1995

During the round of applications for Federal Fiscal Year 1995, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Sebring - Commercial Application, $600,000.00
   Contact Person: Pete Pollard, CRA Director, (941) 471-5140
2. City of Bushnell - Commercial Application, $500,000.00
   Contact Person: Vincente Ruano, City Manager, (352) 793-2591
3. City of Keystone Heights - Neighborhood Application, $500,000.00
   Contact Person: Karen N. McGill, City Clerk, (352) 473-4807
4. City of Starke - Neighborhood Application, $600,000.00
   Contact Person: Linda Johns, City Clerk, (904) 964-5027
5. Highlands County – Neighborhood Application, $750,000.00
   Contact Person: Jim Polatty, Development Director, (941) 385-2481
6. City of Lynn Haven – Neighborhood Application, $600,000.00
   Contact Person: Ricky Horst, City Manager, (850) 265-2121
7. Clay County – Neighborhood Application, $750,000.00

Contact Person: Robert Wilson, County Administrator, (904) 284-6376

8. Town of Cedar Grove – Neighborhood Application, $500,000.00
   Contact Person: Nadine Kolmetz, City Clerk, (904) 763-2911
9. City of Williston – Neighborhood Application, $500,000.00
   Contact Person: James F. Coleman, City Manager, (352) 528-3060
10. City of St. Augustine – Neighborhood Application, $700,000.00
    Contact Person: Wm B. Harriss, Asst. City Manager, (904) 825-1005
11. City of Clermont – Housing Application, $600,000.00
    Contact Person: Wayne Saunders, City Manager, (352) 394-4081
12. City of Archer – Housing Application, $500,000.00
    Contact Person: Bruce Pagel, City Manager, (904) 495-2880

FFY 1994

During the round of applications for Federal Fiscal Year 1994, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Avon Park – Housing Application, $575,000.00
   Contact: C. B. Shirey, City Manager, (941) 452-4400
2. City of Center Hill – Neighborhood Application, $375,000.00
   Contact: Diane Lamb, City Clerk, (352) 793-4431
3. City of Chiefland – Neighborhood Application, $500,000.00
   Contact: Bill Hammond Jr., City Manager, (352) 493-4433
4. City of Crescent City – Housing Application, $500,000.00
   Contact: Carl Tankersley, Administrative Supervisor, (904) 698-2525
5. Town of Cross City – Housing Application, $500,000.00
   Contact: Gary Poore, Town Manager, (352) 498-3306
6. City of High Springs – Neighborhood Application, $500,000.00
   Contact: Leonard Withey, City Manager, (904) 454-1416
7. City of Kissimmee – Housing Application, $650,000.00
   Contact: Gail Hamilton, Main Street Director, (407) 847-2821
8. City of Okeechobee – Commercial Application, $575,000.00
   Contact: John Drago, City Administrator, (941) 763-3372
9. City of Sebring – Economic Development Application, $575,000.00
   Contact: Pete Pollard, CRA Director, (941) 471-5138

FFY 1993

During the round of applications for Federal Fiscal Year 1993, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Crestview – Housing Application, $575,000.00
   Contact: Don Morrison, Administrative Assistant, (850) 682-6131
2. City of Monticello – Neighborhood Application, $500,000.00
   Contact: Betty Bullock, City Clerk, (904) 997-3312
3. Osceola County – Housing Application, $650,000.00
   Contact: Anna Pinellas, Grants Housing, (407) 847-1297

4. City of Palatka – Commercial Application, $575,000.00
   Contact: Allen Bush, City Manager, (904) 329-0100
5. Town of Yankeetown – Neighborhood Application, $375,000.00
   Contact: Debra Stines, Town Clerk, (352) 447-2511

FFY 1992

During the round of applications for Federal Fiscal Year 1992, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Archer – Housing Application, $375,000.00
   Contact: Bruce Pagel, City Manager, (352) 495-2880
2. Town of Eatonville – Housing Application, $500,000.00
   Contact: Joe Stiso, Grants Coordinator, (407) 647-0061
3. Town of Grand Ridge – Neighborhood Application, $375,000.00
   Contact: J. R. Moneyham, Town Manager, (850) 592-4621
4. Town of Hastings - Housing Application, $375,000.00
   Contact: Shelby Jack, Town Manager, (904) 692-1420
5. Town of Hilliard – Neighborhood Application, $500,000.00
   Contact: Jeanine Orender, Town Clerk, (904) 846-3555
6. City of Homestead – Neighborhood Application, $650,000.00
   Contact: Tammy Reed, (305) 247-1801
7. Madison County – Neighborhood Application, $575,000.00
   Contact: Cohen Bond, County Coordinator, (904) 973-3179
8. City of Palatka – Economic Development Application, $108,000.00
   Contact: Allen Bush, City Manager, (904) 329-0100
9. City of Sebring – Commercial Application, $575,000.00
   Contact: Pete Pollard, Grants Coordinator, (941) 471-5104
9. Town of Welaka – Neighborhood Application, $375,000.00

Contact: Gordon Sands, Mayor, (904) 467-9800

FFY 1991

During the round of applications for Federal Fiscal Year 1991, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Arcadia – Housing Application, $575,000.00
   Contact: Margaret Way, City Clerk, (941) 494-4114

2. City of Bushnell – Housing Application, $375,000.00
   Contact: Vincente Ruano, City Manager, (352) 793-2591
3. City of Cedar Key – Neighborhood Application, $375,000.00
   Contact: Frances Hodges, City Clerk, (352) 543-5132
4. City of Chiefland – Housing Application, $500,000.00
   Contact: Bill Hammond Jr, City Manager, (352) 493-4433
5. City of Clermont – Housing Application, $575,000.00
   Contact: Wayne Saunders, City Manager, (352) 394-4081
6. Flagler County – Economic Development Application, $516,000.00
   Contact: Ken Koch, (904) 437-2170
7. Gilchrist County – Housing Application, $575,000.00
   Contact: Sheree Pitzarell, Deputy Clerk, (352) 463-2345
8. Hendry County – Neighborhood Application, $650,000.00
   Contact: Christine Pratt, Clerk of Court, (813) 675-5217
9. City of High Springs – Commercial Application, $500,000.00
   Contact: Leonard Withey, City Clerk, (904) 454-1415
10. City of Okeechobee – Neighborhood Application, $575,000.00
    Contact: John Drago, City Administrator, (941) 769-3372
11. Town of Otter Creek – Neighborhood Application, $375,000.00
    Contact: Jeannie Welch, Clerk, (904) 486-4460
12. City of Starke – Commercial Application, $575,000.00
    Contact: Linda Johns, City Clerk, (904) 964-5027
13. Sumter County – Housing Application, $650,000.00
    Contact: Bernard Dew, County Administrator, (352) 793-0200
14. City of Trenton – Housing Application, $375,000.00
    Contact: Kathryn Deen, City Clerk, (352) 463-2222
15. City of Williston – Housing Application, $500,000.00

Contact: James F. Coleman, City Manager, (352) 528-3060

FFY 1990

During the round of applications for Federal Fiscal Year 1990, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Alachua – Housing Application, $575,000.00
   Contact: Mark Duchon, City Manager, (352) 461-1231
2. City of Avon Park – Housing Application, $575,000.00
   Contact: C. B. Shirey, City Manager, (941) 452-4400
3. Town of Cross City – Neighborhood Application, $500,000.00
   Contact: Gary Poore, Town Manager, (352) 498-3306
4. Town of Eatonville – Neighborhood Revitalization Application, $500,000.00
   Contact: Joe Stiso, Grants Coordinator, (407) 623-1313
5. City of Palatka – Neighborhood Application, $575,000.00
   Contact: Allen Bush, City Manager, (904) 329-0100
6. City of Webster – Housing Application, $425,000.00
   Contact: Grace Croft, City Clerk, (904) 793-2073
7. Town of Welaka – Neighborhood Revitalization, $350,000.00
   Contact: Gordon Sands, Mayor, (904) 467-9800
8. City of Palatka – Commercial Revitalization, $493,478.00
   Contact: Allen Bush, City Manager, (904) 329-0100

FFY 1989

During the round of applications for Federal Fiscal Year 1989, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Archer – Housing Application, $425,000.00
   Contact: Bruce Pagel, City Manager, (352) 495-2880
2. City of Bunnell – Neighborhood Revitalization, $500,000.00
   Contact: Thomas Hutson, City Manager, (904) 437-2417
3. Town of Caryville – Housing Application, $425,000.00
   Contact: Ethel Lawrence, Town Clerk, (850) 548-5701
4. City of Crestview – Neighborhood Revitalization, $575,000.00
   Contact: Don Morrison, Administrative Assistant, (850) 682-6131
5. Town of Interlachen – Housing Application, $425,000.00
   Contact: Pamela Wilburn, Town Clerk, (904) 684-3811

6. Marion County – Housing Application, $650,000.00
   Contact: Brian Graff, Grants Official, (352) 622-0224
7. Town of Micanopy – Housing Application, $425,000.00
   Contact: Mary Sanders, Town Clerk, (352) 466-3121
8. City of Sebring – Housing Application, $575,000.00
   Contact: Pete Pollard, CRA Director, (941) 385-0549
9. Town of Zolfo Springs - Housing Application, $500,000.00
   Contact: Delena Rivers, Town Clerk, (813) 735-0405

FFY 1988

During the round of applications for Federal Fiscal Year 1988, Fred Fox Enterprises, Inc. received funding and provided project management for the following communities:

1. City of Alachua – Neighborhood Revitalization Application, $500,000.00
   Contact: Mark Duchon, City Manager, (352) 462-1231
2. City of Avon Park – Housing Application, $575,000.00
   Contact: C. B. Shirey, City Manager, (941) 452-2221
3. Town of Cross City – Housing Application, $500,000.00
   Contact: Gary Poore, Town Manager, (352) 498-3306
4. Town of Eatonville – Neighborhood Application, $500,000.00
   Contact: Joe Stiso, Grants Coordinator, (407) 623-1313
5. City of Palatka – Commercial Application, $575,000.00
   Contact: Allen Bush, City Manager, (904) 329-0100
6. City of Trenton – Neighborhood Application, $425,000.00
   Contact: Kathryn Deen, City Manager, (352) 463-2222
7. Town of Wausau – Neighborhood Application, $350,000.00
   Contact: Margaret Riley, Town Clerk, (904) 638-1781
8. City of Webster - Housing Application, $425,000.00
   Contact: Grace Croft, City Clerk, (904) 793-2073
9. Town of Welaka – Neighborhood Application, $350,000.00
   Contact: Gordon Sands, Mayor, (904) 467-9800

FFY 1987

During the Federal Fiscal Year 1987, Fred Fox Enterprises submitted, received funding for, and administered the following commercial revitalization projects listed below:

1. City of Palatka – Commercial Revitalization, $575,000.00
   Contact: Allen Bush, City Manager, (386) 329-0100
2. City of Webster – Commercial Revitalization, $425,000.00
   Contact: Grace Croft, City Clerk, (352) 793-2073

During the Federal Fiscal Year 1987, Fred Fox Enterprises submitted, received funding for, and administered the following project listed below:

1. Town of Mayo – Economic Development, $353,880.00
   Contact: Mayor Taylor McGrew, (352) 294-2431

During the round of applications for Federal Fiscal Year 1987, Fred Fox Enterprises, Inc. prepared the applications for the following communities:

1. City of Arcadia – Housing Application, $575,000.00
   Contact: Edward Strube, City Administrator, (941) 494-2880
2. City of Bunnell – Housing Application, $500,000.00
   Contact: Thomas Hutson, City Manager, (386)437-2417
3. Town of Caryville – Housing Application, $362,136.00
   Contact: Ethel Lawrence, Town Clerk, (850) 538-5571
4. City of Sebring – Housing Application, $575,000.00
   Contact: Pete Pollard, Grants Coordinator, (941) 471-5104
5. City of Sebring – Commercial Application, $575,000.00
   Contact: Pete Pollard, Grants Coordinator, (941) 471-5104

FFY 1986

During the round of applications for Federal Fiscal Year 1986, Fred Fox Enterprises, Inc. prepared the applications for the following communities:

1. City of Alachua – Housing Application, $575,000.00
   Contact: Mark Duchon, City Manager, (352) 462-1231
2. City of Arcadia – Housing Application, $575,000.00
   Contact: Edward Strube, City Administrator, (941) 494-4114
3. Town of Baldwin – Housing Application, $500,000.00
   Contact: Lula Hill, Town Clerk, (904) 266-4221
4. City of Bunnell – Housing Application, $500,000.00
   Contact: Thomas Hutson, City Manager, (386) 437-2417
5. Clay County – Neighborhood Application, $485,000.00
   Contact: Tom Price, SHIP Coordinator, (904) 384-8772

6. Town of Hastings – Housing Application, $500,000.00
   Contact: Shelby Jack, Town Clerk, (904) 692-1420
7. Town of Interlachen – Neighborhood Revitalization, $500,000.00
   Contact: Pamela Wilburn, Town Clerk, (386) 684-3811
8. St. Johns County – Housing Application., $650,000.00
   Contact: Bud Markel, County Clerk, (904) 824-8131
9. City of Sebring – Housing Application, $575,000.00
   Contact: Pete Pollard, Grants Coordinator, (941) 471-5404
10. City of Sebring – Commercial Application, $575,000.00
    Contact: Pete Pollard, Grants Coordinator, (941) 385-0549
11. City of Webster – Housing Application, $500,000.00
    Contact: Grace Croft, City Clerk, (352) 793-2073
12. Town of Welaka – Housing Application, $500,000.00
    Contact: Gordon Sands, Mayor, (904) 467-9800

FFY 1985

During the round of applications for Federal Fiscal Year 1985, Fred Fox Enterprises, Inc. prepared the applications for the following communities:

1. Town of Baldwin – Housing Application, $496,450.00
   Contact: Lula Hill, Town Clerk, (904) 266-4221
2. City of Crescent City – Housing Application, $500,000.00
   Contact: Carl Tankersley Administrative Assistant, (386) 698-2525
3. Marion County – Neighborhood and Commercial Applications, $650,000.00
   Contact: Brian Graff, Grants Official, (904) 622-0224
4. Marion County – Housing Application, $644,920.00
   Contact: Brian Graff, Grants Official, (904) 622-0224
5. St. Johns County – Housing Application, $645,800.00
   Contact: Bud Markel, County Clerk, (904) 824-8131

FFY 1984

During the round of applications for Federal Fiscal Year 1984, Fred Fox Enterprises, Inc. prepared the applications for the following communities:

1. City of Avon Park – Housing Application, $575,000.00
   (Administration Only) Contact: C. B. Shirey, City Manager, (941) 452-4400
2. City of Avon Park – Neighborhood and Commercial Applications, $575,000.00
   Contact: C. B. Shirey, City Manager, (941) 452-4400

3. City of Crescent City – Housing Application, $500,000.00
   Contact: Carl Tankersley, Administrative Assistant, (386) 698-2525
4. City of Crescent City – Jobs Bill Program, $750,000.00
   Contact: Carl Tankersley, Administrative Assistant, (386) 698-2525
5. City of Crescent City – Neighborhood Application, $260,000.00
   Contact: Carl Tankersley, Administrative Assistant, (386) 698-2525
6. City of St. Augustine – Housing Application, $750,000.00
   Contact Person: Jason Sheffield, Grants Coordinator, (904) 825-1005

Staff Resumes

Fred D. Fox, President

Fred Fox Enterprises, Inc., 26 Spanish Street, St. Augustine, FL 32084
Phone (904) 810-5183, Fax (904) 810-5302
Email: *Fred.Fox@FredFoxEnterprises.com*

Mr. Fox is President and Owner of Fred Fox Enterprises, Inc. He is a State-certified building contractor and licensed real estate broker with almost 30 years experience in both fields. He has over 26 years experience in writing and managing CDBG Small Cities Grants, State and Federal Grants, including comprehensive and single purpose programs under HUD, and over 200 grants since the management of the CDBG Program has been assumed by the Florida Department of Community Affairs. For the convenience of our clients, Mr. Fox is also a Florida Notary.

Experience:

- The funding and administration of over one hundred (100) DEP-FRDAP Recreational improvement projects.
- The renovation of over 1100 housing units through the CDBG and 312 Programs.
- Placement of three of the State's largest Historical Districts on the National Register of Historical Places.
- Establishment of the State's largest Enterprise Zone under the Florida Enterprise Zone Program.
- Providing financing for the renovation of over 70 commercial structures in downtowns throughout the State totaling over $2,000,000.
- Establishment of seven (7) Downtown Community Redevelopment Agencies (CRA's).
- The funding of five (5) Florida Community Trust-Florida Forever projects totaling almost $10,000,000.
- The funding of five (5) transportation projects through the governors Office of Tourism, Trade and Economic Development (OTTED).
- Administrated and coordinated several DEP waste water State Revolving Fund (SRF) and Small Disadvantaged Communities (SDC) programs.
- Overseeing the management of 33 Small Cities (CDBG) Commercial Revitalization Projects since the State of Florida assumed the administration of the program in 1983.

- Overseeing the management of 36 Small City CDBG Economic Development Projects since the State of Florida assumed the administration of the project program in 1983.

- Overseeing the management of 97 Small Cities CDBG Neighborhood Revitalization Projects which have included the following activities:

  - The construction of over 200 blocks of paving, 12 miles of water and sewer line extension or refurbishment as well as numerous other infrastructure improvements;
  - The construction of 12 recreational complexes;
  - The construction of two (2) neighborhood centers;
  - The rehabilitation of 25 historical structures utilizing the Department of State-Division of Historical Resources grant program

Education:

- Bachelors Degree in Business Administration
  Jones College, Jacksonville, Florida

Other

- Past President of the Florida Community Development Association.

- A member of the Board of Directors of the Florida Community Development Association from 1978-1992.

- A former member of the HUD AD HOC Committee for selecting grantees and the Department of Community Affairs CDBG Advisory Council.

David A. Fox, Senior Project Manager

Fred Fox Enterprises, Inc., 26 Spanish Street, St. Augustine, FL 32084
Phone (904) 810-5183, Fax (904) 810-5302
Email: *David.Fox@FredFoxEnterprises.com*

Mr. David Fox has 20 years of CDBG Small Cities experience. Mr. Fox works as a Senior Project Manager in the CDBG Neighborhood Revitalization, Commercial Revitalization and Disaster Recovery Initiative Programs and Housing Specialist in the CDBG Housing Rehabilitation Programs. His extensive experience with home construction combined with his training makes Mr. Fox a very valuable member of the Fox team. For the convenience of our clients, Mr. Fox is also a Florida Notary.

Experience:

- The funding and administration of over 50 (50) DEP-FRDAP Recreational improvement projects.
- The renovation of over 1100 housing units through the CDBG and 312 Programs.
- Overseeing the management of 25 Small Cities CDBG Housing Rehabilitation Projects.
- Preparation of plans and specifications for numerous housing rehabilitation and replacement projects.
- Performs inspections on housing units before, during and after construction for housing projects.
- Overseeing the management of 23 Small Cities CDBG Neighborhood Revitalization Projects.
- Assists in the management of CDBG Commercial Revitalization, Economic Development and Disaster Recovery Projects.
- Extensive experience with Florida and ANSI building codes.

Education:

- Bachelors Degree in Business Administration
  University of Phoenix, Jacksonville, Florida

Melissa Fox, Grants Compliance Specialist

Fred Fox Enterprises, Inc., 26 Spanish Street, St. Augustine, FL 32084
Phone (904) 810-5183, Fax (904) 810-5302
Email: *Melissa.Fox@FredFoxEnterprises.com*

Mrs. Fox has 18 years of CDBG Small Cities experience. Mrs. Fox coordinates with consultants, area managers, and local government officials in the preparation of Grant applications and the administration of numerous Grant programs. For the convenience of our clients, Ms. Fox is also a Florida Notary.

Experience:

- Grant bookkeeping procedures and CDBG project accounting to include preparation and tracking of project budget
- Coordination and implementation of Florida Recreation Development Assistance Program (FRDAP) projects
- Coordination and implementation of CDBG Home Again and SHIP Housing Rehabilitation Projects
- Assists in the management of CDBG Commercial Revitalization, Economic Development, Neighborhood Revitalization and Housing Projects.
- Assists in the communication with homeowners and project-related individuals, processing project-related information and documentation, compiling bid documents and maintaining program files.

Education:

- St. Johns River Community College
  Palatka, Florida

Marie Fox, Environmental Review Specialist

Fred Fox Enterprises, Inc., 26 Spanish Street, St. Augustine, FL 32084
Phone (904) 810-5183, Fax (904) 810-5302
Email: ***Marie.Fox@FredFoxEnterprises.com***

Ms. Fox has 23 years of CDBG Small Cities experience. Ms. Fox coordinates with consultants, area managers, and local government officials in the preparation of Grant applications and the administration of numerous Grant programs. Ms. Fox also prepares all Environmental Reviews. For the convenience of our clients, Ms. Fox is also a Florida Notary.

Experience:

- Environmental Review compliance procedures for CDBG projects
- Assists in the management of CDBG Commercial Revitalization, Economic Development, Neighborhood Revitalization and Housing Projects
- Assists in the communication with project-related individuals, processing project-related information and documentation and maintaining program files.

Education:

- Associate of Arts Degree
  St. Johns River Community College, Palatka, Florida

Marcia Willis, Administrative Assistant

Fred Fox Enterprises, Inc., 26 Spanish Street, St. Augustine, FL 32084
Phone (904) 810-5183, Fax (904) 810-5302
Email: ***Marcia.Willis@FredFoxEnterprises.com***

Ms. Willis has 4 years of CDBG Small Cities experience. Ms. Willis assists in the coordination with consultants, area managers, and local government officials in the preparation of Small Cities Community Development Block Grant applications and the administration of Community Development Block Grant programs. She is skilled in all phases of secretarial work. As a highly organized and effective member of the team, Ms. Willis' responsibilities include communication with the client and client service, receptionist, and document preparation. For the convenience of our clients, Ms. Willis is also a Florida Notary.

Experience:

- Contractor Pay Request Review for Davis Bacon compliance.
- Assists with the administrative requirements and implementation for our neighborhood revitalization, commercial revitalization and economic development projects.
- Assists with the communication regarding homeowners, intake of all project-related information, file preparation, and review for the neighborhood revitalization water/sewer hookup projects.
- Extensive administration, clerical, and receptionist experience.

LETTERS OF REFERENCE

CITY OFFICIALS
Yvonne Kimball, City Manager
Pamela S. Northup, City Clerk
Mary Sue Russell, Deputy Clerk
John Scheel, Police Chief
Gerald Buhr, City Attorney

COMMISSIONERS
Perry Knight Mayor
Fern Gibson, Vice Mayor
Richard Barone
Woody Caligan
Stuart Durastanti

P. O. Box 608, 104 E. Main St.
Bowling Green, FL 33834-0608
(863) 375-2255, Fax (863) 375-3362

February 15, 2010

To Whom It May Concern:

It is a genuine pleasure for me to recommend Fred Fox Enterprises, Inc. Mr. Fred Fox has worked with the City of Bowling Green for approximately twelve years. In the time he has worked with us we have received $1.5 million in neighborhood revitalization and recreation grants.

Their company is very dedicated to the job at hand and are very well organized. We currently have received funding in the amount of $200,000.00 each for our two parks.

We have no hesitation in recommending Fred Fox Enterprises in obtaining grants for your organization.

Sincerely,

Pamela Northup
City Clerk

PN/msr

Town of Caryville
Post Office Box 206
Caryville, Florida 32427
Phone: 850-548-5571
Fax: 850-548-5527

November 3, 2008

To Whom It May Concern:

The Town of Caryville has had the pleasure of working with Fred fox Enterprises, Inc. The firm recently obtained the following grants for our Town: 1 - Fiscal Year 2007-2008 Community Development Block Grant (CDBG) in the amount of $600,000 for a new water well; 2 - Fiscal Year 2007-2008 Florida Recreation Development Assistance Program (FRDAP) Grant in the amount of $200,000 for Sellers Park; 3 – Fiscal Year 2007-2008 Florida Recreation Development Assistance Program (FRDAP) Grant in the amount of $200,000 for Hodges Park; and 4 – Fiscal Year 2008-2009 Florida Recreation Development Assistance Program (FRDAP) Grant in the amount of $135,611 for Hodges Park West. We have been very satisfied with the hard work the firm has put forth to help our small community.

We look forward to continuing to work with Fred Fox Enterprises, Inc. and highly recommend their consulting firm to other municipalities. Please call me at the number listed above should need additional information.

Sincerely,

Jack Palmer
Council Chairman

City of Chipley

1442 Jackson Avenue
P.0. Box 1007
Chipley, Florida 32428
(850) 638-6350 Fax: (850) 638-6318

August 22, 2005

Mr. Fred Fox
Fred Fox Enterprises, Inc.
P.O. Drawer 2017
Palatka, FL 32178-2017

Dear Mr. Fox:

This letter is being written as a letter of reference for your firm. Due to the efforts of your firm, the City of Chipley has acquired at least $600,000 in FRDAP grant monies for improvements to the City's parks.

The City of Chipley appreciates the efforts made on the acquiring of these funds and hope that this working relationship will continue in the future.

Sincerely,

Jim Morris

Jim Morris
City Administrator

CITY OF DADE CITY

"Proud Heritage, Promising Future"

P. Hutchison Brock, II, Mayor
William L. Dennis, Mayor Pro-Tem
Scott Black, Commissioner
Eunice M. Penix, Commissioner
Steve Van Gorden, Commissioner

Harold R. Sample, City Manager
Karla S. Owens, City Attorney/Growth Administrator
James D. Class, City Clerk/Finance Director
Laura Beagles, Assistant to the City Manager

June 24, 2004

To Whom It May Concern:

The City of Dade City has had the opportunity to work with Fred Fox Enterprises, Inc. the past four years. The City of Dade City has utilized the services of Fred Fox Enterprises in grant application preparation and grant administration of the Small Cities Community Development Block grant Program. Mr. Fox has extensive knowledge of the grant application process and is experienced in the challenging requirements of grant administration. Fred Fox Enterprises, Inc. was an invaluable asset to the City of Dade City in our initial year of applying for funding under the Small Cities Community Development Block Grant Program.

Please feel free to contact Ms. Laura Beagles, Assistant to the City Manager, for further information, as she has been the direct point of contact with Mr. Fox and his staff.

Sincerely,

P. Hutchison Brock, II
Mayor

PHB/lb

Established 1889
38020 MERIDIAN AVENUE • P.O. BOX 1355 • DADE CITY, FL 33526-1355 • (352) 523-5050 FAX (352) 521-1422

Town of Grand Ridge
2086 Porter Avenue
P. O. Drawer 180
Grand Ridge, Florida

Phone (850) 592-4621 Fax (850) 592-5583
Email townofgrandridge@earthlink.net

August 10, 2005

To Whom It May Concern:

The Town of Grand Ridge would highly recommend Fred Fox Enterprises, Inc. for grant administration or grant writing. Fred Fox Enterprises, Inc. has help the Town obtain (4) four CDBG grants to upgrade our water system, and they have also been involved with paving several streets in our community. We are also in the process of applying for another CDBG Neighborhood Revitalization Grant with Mr. Fox's assistance.

Our working relationship with Mr. Fox for the past (18) eighteen years has been a prosperous experience for the Town. Mr. Fox and his staff are very professional, and they posses the technical expertise needed in all phases of the grant process. We have found the staff to be very responsive to our inquires and highly knowledgeable of the programs they have administered for the Town. We have always received outstanding service and have been very pleased with his professionalism on behalf of the Town.

Should further information be required, please feel free to contact me at (850) 592-4621. I would be happy to assist in any way necessary.

Sincerely,

J.R. Moneyham
City Manager

CITY OF GRACEVILLE

Post Office Box 637
Graceville, Florida 32440

J. Eugene Adams
City Manager

Michelle C. Watkins
City Clerk

Telephone
(850) 263-3250

FAX
(850) 263-7387

March 15, 2010

To Whom It May Concern,

The City of Graceville has had the opportunity to work with Fred Fox Enterprises Inc. for ongoing 13 years. During this time the City of Graceville has utilized Fred Fox Enterprises Inc. in both a grant writing and grant administration capacity. The City has been extremely please with the level of knowledge and support that this firm has afforded the City.

Mr. Fox and his staff have a through knowledge of the Small Disadvantaged Community Block Grant program. This knowledge has been invaluable to the City of Graceville.

In addition to CDBG program involvement Fred Fox Enterprises Inc. has worked with the City with equal success and professionalism acquiring funding through the Florida Department of Environmental Protection FRDAP process.

If I can be of further assistance or can afford any further information please feel free to contact me at 850-263-3250.

Sincerely,

E Adams

Eugene Adams
City Manager

City of Haines City

HINSON AT SIXTH STREET • TELEPHONE 863/421-3600 • P.O. BOX 1507 • HAINES CITY, FLORIDA 33845

July 7, 2010

To Whom It May Concern:

The City of Haines City has worked with Fred Fox Enterprises, Inc. to obtain five (5) Community Development Block Grant projects since 2003. The knowledge and expertise that Fred Fox and his staff have in the application process and grant administration are invaluable.

We would recommend Fred Fox Enterprises, Inc. in obtaining and administering grants for your organization.

Sincerely,

Ken Sauer
Assistant City Manager

HARDEE COUNTY
BOARD OF COUNTY COMMISSIONERS
Office of Community Development and General Services
Janet Gilliard, Director
412 West Orange Street, Room 201
Wauchula, Florida 33873
Telephone (863)773-6349 * Fax (863)773-5801**

March 1, 2010

Fred D. Fox, President
Fred Fox Enterprises, Inc.
P.O. Box 1047
St. Augustine, Florida 32085

Re: Reference

Dear Mr. Fox:

We are pleased to provide you with a letter of reference for your successful administration of our $2.25 million CDBG Disaster Recover Initiative Grant Program. This program resulted from the 2004 hurricane season as we were directly impacted from Charley, Frances and Jeanne. Fred Fox and his team brought forth a level of technical expertise during a time that we were trying to recover our hurricane-ravaged community. This program provided the means to implement our first endeavor of connecting individual homes to our public water and sewer systems. Retaining the Fox team to administer this program allowed County staff the time to focus our efforts on rebuilding. Additionally, over 80 families are now connected to the public utilities and system and finally have safe drinking water.

Since that time, and although we have not been under a current consulting contract, Fox continues to reach out to us by providing us information on upcoming grant opportunities as well as provides us technical assistance on a case-by-case basis The Fox team remains extremely valuable to our organization.

Without hesitation, Hardee County would recommend Fred Fox Enterprises, Inc. to other organizations and we look forward to working with them again in the future.

Feel free to contact me at the address above should you wish to further discuss.

Sincerely,

Janet Gilliard

Janet Gilliard, Director
Community Development & General Services
Hardee County

JG/eb

INDIAN RIVER COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
1801 27th Street, Vero Beach FL 32960
772-226-1237 / 772-978-1806 fax
www.ircgov.com

November 4, 2008

To Whom It May Concern:

Be advised that Fred Fox Enterprises, Inc. (FFE) has provided grant administration and consultant services for Indian River County's 2004 Disaster Recovery Initiative Community Development Block Grant (CDBG) since August 2005. Funds from that grant have been used for the construction of a fire station, a vacuum sewer system, and two community waterline/water hook-up projects.

From August 2005 to the present, FFE staff has been responsible for the various administrative aspects of the grant, including:

- maintaining CDBG records;
- preparing quarterly progress, quarterly projection of contract payment, and MBE reports;
- preparing request for funds;
- reviewing and recommending changes to Request For Qualifications;
- preparing desk top monitoring packages;
- reviewing contractor pay requests;
- preparing and collecting intake applications for water hook-ups;
- preparing grant agreement modifications;
- attending numerous grant related meetings; and
- providing technical assistance to the county.

FFE staff has always been professional and courteous. Consequently, county staff has had a good working relationship with FFE.

I believe that staff at FFE maintains the program standards required by federal and state regulations.

If you have any questions, please feel free to contact me at (772) 226 – 1243.

Sincerely,

Bill Schutt

Bill Schutt, AICP
Senior Economic Development Planner

F:\Community Development\Users\CDBG\cdbg 2005\Reference Letter - 2008.doc

TOWN OF INTERLACHEN

"Between the Lakes"
311 ATLANTIC AVENUE
INTERLACHEN, FLORIDA 32148
Phone: 386-684-3811 • Fax: 386-684-3812
www.interlachen-fl.gov

Mayor ~ John D. Ly
Chairman ~ D. Wayne Corl
Vice-Chairman ~ John K. Lars
Council ~ Frances C. Mar
Council ~ Lois F. Godw
Council ~ Janet C. Medl

Town Council Meets at 7:00 p.m. the Second Tuesday of Each Month

February 26, 2010

Mr. Fred Fox
Fred Fox Enterprises, Inc.
P.O. Box 1047
St. Augustine, Florida 32085-1047

Re: Letter of Reference

Dear Mr. Fox:

The Town of Interlachen has enjoyed a most prosperous working relationship with Fred Fox Enterprises, Inc., for the past twenty-four (24) years. Fred Fox Enterprises has always worked in a most expedious manner in helping the Town to obtain Neighborhood Revitalization and Housing Community Development Block Grants. We have received approximately ten (10) grants to improve our many dirt streets, establish a new water system, upgrade a water system and retrofit our Town Office to be used as our Emergency Operations Center. Fred Fox Enterprises, Inc., has always advised the Town of their possible points' score and his recommendation has always been right on the money.

Fred Fox Enterprises, Inc., has always been just a telephone call away from any inquiry that we have had even if they were not administering a grant for the Town at the time. They always have time to help with any problem and if by chance they can not help, they at least try to find someone that can help.

Mr. Fox and his staff stay up to date with the latest regulations and are professional in every aspect of their jobs. Rules and regulations change from grant period to grant period and Fred Fox Enterprises, Inc., seems to somehow stay abreast of all the changes no matter which type of grant it may be. Fred Fox Enterprises, Inc., secured and managed four (4) FRDAP, two (2) Historic Preservation Special Category grants and a FEMA Hazard Mitigation Grant for the Town.

If you have any questions, please contact our office at (386) 684-3811.

Sincerely,

Pamela S. Wilburn

Pamela S. Wilburn, Town Clerk
Town of Interlachen

COMMUNITY REDEVELOPMENT AGENCY

KISSIMMEE

June 30, 2004

Mr. Fred D. Fox, President
Fred Fox Enterprises, Inc.
330 Saint Johns Avenue
Palatka, FL 32178-2017

Dear Mr. Fox:

The Community Redevelopment Agency for the City of Kissimmee has had the opportunity to successfully complete three Community Development Block Grants over the last nine years. The successes of these projects are due to the beneficial professional relationship with Fred Fox Enterprises, Inc. The most recent project completed was the CDBG Commercial Grant to restore eleven storefronts in the downtown as well as the Darlington Streetscape and Pleasant Street parking lot improvements.

All of the grants were administered in a timely manner keeping all aspects of the projects in conformance with State and Federal regulations. The professional guidance and services provided by Fred Fox Enterprises, Inc. kept the projects focused and on tract with budgeting and completion. FFE staff went above and beyond to assist the CRA staff when contractor issues arose in order for the City to stay in compliance with the grants.

I highly recommend Fred Fox Enterprises, Inc. to other communities that are seeking Project Administrative Services.

Inquiries about the Community Redevelopment Agency's satisfaction and experience with Fred Fox Enterprises, Inc. may be directed to me at 407-518-2544 or ghamilton@kissimmee.org.

Sincerely,

Gail Hamilton
CRA Manager

kaf

320 E. MONUMENT AVENUE • KISSIMMEE, FLORIDA 34741 • PHONE (407) 518-2544 • FAX (407) 931-1329 • www.kissimmeecra.com

Town of Lake Placid

311 WEST INTERLAKE BLVD. • LAKE PLACID, FLORIDA 33852-9662
TELEPHONE (863) 699-3747 • FAX (863) 699-3749

From the Office of Director of Utilities

October 23, 2008

Re: Letter of Reference for Fred Fox Enterprises, Inc.

To Whom It May Concern:

This letter is in reference to my working relationship with the above mentioned company. Over the past six (6) plus years, while I have worked here at the Town of Lake Placid, I have had the great opportunity to work with this fine organization. Since I have been here, they administered two (2) Community Development Block Grants for our water and wastewater system. In both situations, the work was accomplished in a very professional manor. I could always depend on Mr. Fox and his associates to do a great job in coordinating all of the project details all the way through finished as-built drawings.

In conclusion, if there is an opportunity to have Fox Enterprises, Inc, work or manage any of my future projects, I would gladly hire them in a heartbeat. They are very dependable and thorough in accomplishing our goals.

Please feel free to contact me if I can provide you with further information.

Sincerely,

Gary V. Freeman
Director of Utilities

600 Market Street • Leesburg, Florida 34748 • (352) 728-9766 • fax (352) 728-9739 • www.ci.leesburg.fl.us

Leesburg Business & Technology Center

October 28, 2008

Mr. Fred Fox
Fred Fox Enterprises, Inc.
Post Office Box 2017
Palatka, Florida 32178-2017

Subject: Thank You

Dear Fred,

I want to thank you for the high quality work your firm has provided the City of Leesburg over the last several years. The millions of dollars in State grants you have assisted our City in receiving is a testimonial to your expertise and professionalism. The City of Leesburg hires dozens of firms annually to provide a variety of consulting services. Your firm is only one of a few that I feel has consistently met my expectations which you know is very high.

Thanks you and keep up the good work!

Sincerely,

Kenneth L. Thomas, MPA
Director of Housing & Economic Development

Nurturing New Business Growth

KARL N. FLAGG
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

LEGRA KITCHENS
COMMISSIONER

VERNON MYERS
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

CITY OF PALATKA

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

ELWIN C. "WOODY" BOYNTON, JR.
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

March 2, 2010

Mr. Fred Fox
Fred Fox Enterprises, Inc.
P.O. Box 1047
St. Augustine, FL 32085-1047

RE: Letter of Reference – Grant Writing & Administration Services

To Whom It May Concern:

The City of Palatka has utilized the services of Fred Fox and/or Fred Fox Enterprises for approximately 27 years for both Grant Writing and Administration Services related to Community Development Block Grant and Florida Recreational Development Assistance Program projects. It has been our experience that the associates at Fred Fox Enterprises are professional, knowledgeable and reliable in carrying out their responsibilities. Mr. Fox and his staff have proven their vast knowledge and expertise related to grant funding sources, the availability of funds within these programs, application preparation and program administration.

It is our pleasure to recommend Fred Fox Enterprises and the knowledgeable and reliable service they provide.

If you should have any questions, please do not hesitate to contact me at 386-329-0100.

Sincerely,

E. C. "Woody" Boynton, Jr.
City Manager

ECB/bjd

PHONE: (386) 329-0100

201 N. 2ND STREET • PALATKA, FLORIDA 32177
www.cityofpalatka.com

FAX: (386) 329-0106

Purchasing & Contract Management Division

May 28, 2010

Fred Fox Enterprises, Inc.
P.O. Box 1047
St. Augustine, FL 32085-1047

RE: Letter of Reference – Grant Writing & Administration Services

To Whom It May Concern:

The City of Palm Coast, Florida has utilized the services of Fred Fox Enterprises for approximately 5 years for Grant Writing and Administrative Services related to State and Federal grant projects. It has been our experience that the associates at Fred Fox Enterprises are professional, knowledgeable and reliable in carrying out their responsibilities. I truly appreciate the rapport he maintains with the State.

Fred and his staff have a vast knowledge and expertise related to grant funding sources, the availability of funds for grant projects, application preparation and program administration. It is our pleasure to recommend Fred Fox Enterprises and the knowledgeable reliable service they provide.

If you should have any questions, please feel free to contact me at 386-986-3731 or via e-mail brothwell@ci.palm-coast.fl.us.

Sincerely,

Brian Rothwell
Purchasing Manager

City of St. Marks

P.O. Box 296 • 788 Port Leon Drive • St. Marks, FL 32355-0296
Phone: (850) 925-6224 • Fax: (850) 925-5657

March 4, 2010

Mr. Fred Fox
PO Box 1047
St. Augustine FL 32085-1047

RE: Letter of Reference-Grant Writing & Administration Services

To Whom It May Concern:

The City of St. Marks has utilized the services of Fred Fox Enterprises for approximately 12 years for both Grant Writing and Administrative Services related to **Community Development Block Grant and Florida Recreation Development Assistance Program** projects. It has been our experience that the Associates at Fred Fox Enterprises are professional, knowledgeable and very reliable in carrying out their responsibilities. Mr. Fred Fox and his staff have proven their vast knowledge and expertise related to grant funding sources, the availability of funds within these programs, application preparation and program administration. It is our pleasure to recommend Fred Fox Enterprises and the knowledgeable and reliable service they provide.

If you have any questions, please to not hesitate to contact me at (850)-925-6224.

Sincerely,

Zoe A Mansfield

Zoe A Mansfield
City Manager

City of Trenton
114 N. Main Street
Trenton, FL 32693

Phone - 352-463-4000
Fax - 352-463-4007

October 23, 2008

Mr. Fred Fox
Fred Fox Enterprises, Inc.
P. O. Box 1047
St. Augustine, FL 32085-1047

RE: Letter of Reference – Grant Writing & Administration Services

To whom it may concern:

The City of Trenton has utilized the services of Fred Fox Enterprises for approximately 2 years for both Grant Writing and Administrative Services related to **Community Development Block Grant and Florida Recreation Development Assistance Program** projects. It has been our experience that the Associates at Fred Fox Enterprises are professional, knowledgeable and reliable in carrying out their responsibilities. Mr. Fred Fox and his staff have proven their vast knowledge and expertise related to grant funding sources, the availability of funds within these programs, application preparation and program administration. It is our pleasure to recommend Fred Fox Enterprises and the knowledgeable and reliable service they provide.

If you should have any questions, please do not hesitate to contact me at 352-463-4000.

Sincerely,

Jered J. Ottenwess

Jered Ottenwess
City Manager

City Of Vernon

Albert G. Mani, Mayor
Byron Biddle, Joey Brock, Trey Hawkins, Gwen March, Tina Sloan, Council members
Sharon H. Cobb, City Clerk

March 17, 2010

To Whom It May Concern:

The City of Vernon has worked with Fred Fox Enterprises, Inc. since February, 2003. The entire staff of this organization has proven to demonstrate professionalism, expertise and timeliness in response to the needs of the City. Mr. Fox has assisted with acquisition of several CDBG grants, FRDAP grants and recent submittal of a historical grant application. We look forward to continuing to work with this firm on future projects and recommend Fred Fox Enterprises, Inc. to other agencies seeking grant writing and administration services. I might add that Mr. Fox came to us with outstanding references and we have not been disappointed with his service or that of his staff.

Sincerely,

Albert G. Mani

Albert G. Mani, Mayor

AGM/shc

"The Heart of the Unspoiled Panhandle"
P.O. Box 340 2808 Yellow Jacket Drive Vernon, Florida 32462 850-535-2444 FAX 850-535-4286

City of Vero Beach

1053 - 20th PLACE - P.O. BOX 1389
VERO BEACH, FLORIDA 32961-1389

OFFICE OF THE DIRECTOR
PUBLIC WORKS

March 2, 2010

To Whom It May Concern:

Fred Fox Enterprises, Inc. is currently under contract with the City of Vero Beach, Florida for administration of a Community Development Block Grant (CDBG) through the Florida Department of Community Affairs. They were instrumental in assisting us with obtaining said CDBG grant. It has been our experience that Fred Fox Enterprises, Inc. is knowledgeable about the process of both obtaining and administering such grants. We have been very satisfied with their performance and assistance.

Sincerely,

Monte K. Falls, PE
Director of Public Works

MKF/ntn

C:\My Documents\2010 DOCS\Mar 2010 NTN\FFE_Reference Letter_Mar 01 2010.docx

Phone: (772) 978-4870 - Fax: (772) 978-4879 - E-mail: pweng@covb.org
www.covb.org

(850)639-2605—(850)639-5816
Fax (850)639-2701

City of Wewahitchka
Post Office Box 966—Wewahitchka, Florida 32465

March 8, 2010

TO WHOM IT MAY CONCERN:

Fred Fox Enterprises, Inc. has worked successfully to achieve and manage grants for the City of Wewahitchka, Gulf County, Florida. We would recommend his services to any other municipality seeking grants.

If you have any questions, please give me a call.

Cordially,

CITY OF WEWAHITCHKA

Donald J. Minchew, City Manager

DJM/cp

CITY OF
WILLISTON
FLORIDA

50 N.W. Main ST. • P.O. Drawer 160 • Williston, Florida 32696-0160
Phone (352) 528-3060 • Fax (352) 528-2877

March 8, 2010

Mr. Fred Fox
Fred Fox Enterprises, Inc.
26 Spanish Street
P.O. Box 1047
St Augustine, Florida 32085-1047

Dear Mr. Fox

The City of Williston has used the services of Fred Fox Enterprises, Inc. for numerous years to apply and procure Florida Department of Community Affairs - Community Development Block Grants (CDBG), Department of Environmental Protection – Florida Recreation Development Assistance Program (FRDAP) grants, and U.S. Department of Agriculture grants.

Fred Fox Enterprises, Inc. has been very instrumental and successful in obtaining these various grants that directly lead to new water and sewer plant facilities, a gas gate station, and additional or improved recreation facilities. I have been most impressed by their thoroughness and flexibility in working with the City Council and staff. Their firm has been a primary contributor to the success in being awarded grants, and our community is better off because of their efforts.

The staff at Fred Fox Enterprises, Inc. continues to be very professional, diligent, and thorough in assisting the City of Williston in its grant writing and administration efforts. I would strongly recommend their firm to any community or potential client.

Sincerely,

Mark Schiefer

Mark Schiefer
CITY OF WILLISTON
Project Manager

Mayor - R. GERALD HETHCOAT / President – DEBRA F. JONES
Vice President – BENNY STEVE HOLCOMB
Council members / BROOKS HOLLOWAY – MARC NUSSEL - MICHAEL P. SHOEMAKER
City Manager – MARCUS M. COLLINS / City Clerk – VALERIE A. ANDERSON

City of Zephyrhills

City of Pure Water

5335 Eighth Street • Zephyrhills, Florida 33542-4312
(813) 780-0000 • FAX (813) 780-0005

W. CLIFF McDUFFIE
Mayor

CITY COUNCIL

JODI WILKESON
Council President

LANCE SMITH
Vice President

KENNETH V. COMPTON

MANNY FUNES

LUIS M. LOPEZ

STEVEN F. SPINA
City Manager

LINDA D. BOAN
City Clerk

JOSEPH A. POBLICK
City Attorney

March 3, 2010

Mr. Fred Fox
Fred Fox Enterprises, Inc.
P.O. Box 1047
St. Augustine, FL 32085-1047

Dear Mr. Fox:

The purpose of this letter is to provide a letter of reference for Fred Fox Enterprises, Inc. The City of Zephyrhills has had the privilege of working with Mr. Fox and his qualified staff for the past twelve years. During these twelve years Mr. Fox and his staff have contributed the following to our community:

1) Successfully obtained #1 ranking for Zephyrhills for a CDBG Commercial Revitalization grant ($600,000) in 1999-2000;
2) In late 2000, the City applied for and was successful in obtaining a second CDBG Commercial Revitalization grant ($600,000) and an Economic Development Grant ($600,000) totaling $1,200,000;
3) In fiscal years 2003 and 2004, Fred assisted the City in receiving 2 more Economic Development Grants, both in the amounts of $700,000 totaling $1,400,000;
5) In fiscal year 2005, Fred assisted the City in receiving a third CDBG Commercial Revitalization grant for the amount of $750,000.
6) In fiscal years 2005 – 2007, Fred assisted the City is writing three FRDAP grants
7) Mr. Fox and his organization has always done an excellent job of preparing the grant application, administering the grant through the closeout report, and have attended the City's site visits and reviews; and
8) Mr. Fox and his staff have always been very professional and helpful in responding to all City inquiries.

Our staff feels that the City of Zephyrhills has been very fortunate to have established a relationship with Fred Fox Enterprises, Inc. and have found that they are very knowledgeable regarding various grants and state programs. Mr. Fox has always done an excellent job in placing Zephyrhills in a very competitive setting to be successful in obtaining grants. These grants have made a tremendous difference physically and economically in our community. Should you have any questions, please feel free to contact me 813-780-0006.

Sincerely,

Todd H. Vande Berg
Director of Development Services

Attachments

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/15/2010

PRODUCER
Edith Aldrich Insurance agency
1721 Reid St
Palatka, Fl 32177

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
FRED DAVID FOX
PO BOX 1047
ST AUGUSTINE FL 32085-1047

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company 25178	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
							$
A	X	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		ANY AUTO	4166908-E27-59B	05/27/2010	11/27/2010		
		ALL OWNED AUTOS	0653837-A04-59K	07/04/2010	01/04/2011		
	X	SCHEDULED AUTOS	1473690-A09-59D	07/09/2010	01/09/2011	BODILY INJURY (Per person)	$
		HIRED AUTOS	2049947-F06-59G	06/06/2010	12/06/2010		
		NON-OWNED AUTOS	3112423-A26-59C	07/26/2010	01/26/2011	BODILY INJURY (Per accident)	$
			3117195-A28-59E	07/28/2010	01/28/2011		
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

07 Jeep Wrangler-9663
05 Toyota Tundra-0527
02 GMC Yukon-5201
04 Toyota Tundra-4529
06 Lexus GS-0701
05 Honda Odyssey-5487

CERTIFICATE HOLDER

Fred Fox Enterprises, Inc
26 Spanish Street
St. Augustine, Fl 32084

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/15/2010

PRODUCER
Edith Aldrich Insurance agency
1721 Reid St
Palatka, Fl 32177

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
FRED DAVID FOX
PO BOX 1047
ST AUGUSTINE FL 32085-1047

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company 25178	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY / PROJECT / LOC				PRODUCTS - COMP/OP AGG	$
							$
A	X	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
	X	HIRED AUTOS	1307246-B18-89D	08/18/2010	02/18/2011	BODILY INJURY (Per accident)	$
	X	NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
		OTHER				E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

ENOL/HC

CERTIFICATE HOLDER

FRED DAVID FOX
PO BOX 1047
ST AUGUSTINE FL 32085-1047

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID: TL

DATE (MM/DD/YYYY) 11/15/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Merrill-Hancock & Turner Ins
1301 St Johns Avenue
Palatka, FL 32177
Janet Silverman
386-325-0100
386-328-4068

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: FREDFOX

INSURED
Fred Fox Enterprise, Inc. &
Fred & Susan Fox
P.O. Box 1047
St. Augustine, FL 32085

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Ins CO	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY							
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	$
	ALL OWNED AUTOS						BODILY INJURY (Per person)	$
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	$
	NON-OWNED AUTOS							$
								$
A	UMBRELLA LIAB / OCCUR							
	EXCESS LIAB / X CLAIMS-MADE				11/30/09	11/30/10	EACH OCCURRENCE	$ 1,000,00
X	DEDUCTIBLE						AGGREGATE	$
	RETENTION $ 2,500							$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

FREDFOX

Fred Fox
P.O. Box 1047
St. Augustine, FL 32085

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Janet Silverman

Janet Silverman

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/22/2010

PRODUCER (904)829-2201 FAX: (904)829-2020
Herbie Wiles Insurance
400 N. Ponce de Leon Blvd.

St Augustine FL 32085-3067

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
FRED FOX ENTERPRISES, INC.
P.O. BOX 1047

SAINT AUGUSTINE FL 32085-1047

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty Company	19356
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	PAS000570640	1/31/2010	1/31/2011	EACH OCCURRENCE	$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 2,000,000
						GENERAL AGGREGATE	$ 4,000,000
						PRODUCTS - COMP/OP AGG	$ 4,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE				EACH OCCURRENCE	$
						AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
		OTHER				E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Vincent Gallo Jr/VJG

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Agenda Item

3b

St. Johns River Water Management District

Kirby B. Green III, Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at floridaswater.com.

7004 0750 0001 7213 5626

City of Palatka
201 2nd Street
Palatka, Florida 32177-3707

Subj: Water Conservation Cost Share Agreement #26799 for the City of Palatka Automated Tracking and Historical Water Consumption Data Project

Mr. Elwin Boyton:

Enclosed are two copies of Contract #26799 for signature. Please have both signed and returned to me at the address shown below. Once signed by the District, one original will be returned for your records. If you have any questions please contact me.

Thank you,

Connie Rozier

Connie Rozier, CPPB
Sr. Contracts Administrator
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32178-1429

GOVERNING BOARD

W. Leonard Wood, CHAIRMAN FERNANDINA BEACH
Hans G. Tanzler III, VICE CHAIRMAN JACKSONVILLE
Maryam H. Ghyabi, TREASURER ORMOND BEACH
John A. Miklos, SECRETARY ORLANDO
Douglas C. Bournique VERO BEACH
Michael Ertel
Richard G. Hamann
Arlen N. Jumper

Contract#26799
Encumbrance #S005268

WATER CONSERVATION COST-SHARE AGREEMENT BY AND BETWEEN THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY OF PALATKA

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT ("the District"), whose address is 4049 Reid Street, Palatka, Florida 32177, and the CITY OF PALATKA, whose address is 201 North 2nd Street, Palatka, Florida 32177-3707 ("Recipient"). All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

WHEREAS, the waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water; and

WHEREAS, pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area; and

WHEREAS, the District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the management of the water resources; and

WHEREAS, the parties have agreed to jointly fund the following project to benefit the water resources in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter "the Project"): The Recipient shall install the Naviline billing software to perform automated monthly analysis of historical water consumption utilizing an existing automated meter read (AMR) system. The integration of the new software and existing AMR hardware will allow the Recipient to effectively plan, monitor, target, and take corrective action to conserve water. Key goals include developing and implementing future conservation measures that reduce consumption; monitor, collect, analyze, and report future actual water savings. Key as well will be the ability to communicate parcel referenced water consumption data to GIS software from which analysis will be performed.

NOW, THEREFORE, in consideration of the aforesaid premises, and the funding assistance hereinafter specified, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A- Statement of Work; (3) Attachment B – City of Palatka's Automated Tracking and Historical Water Consumption Data Water Conservation Cost Share application; and (4) all attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

(a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until January 31, 2014 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Recipient shall commence performance within fifteen (15) days after the Effective Date and shall complete performance in accordance with the time for completion stated in the Statement of Work. Time is of the essence for every aspect of this Agreement, including any time extensions. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive the termination or expiration of this Agreement.

(b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates sixty (60) days after receipt by Recipient.

2. **DELIVERABLES**. Recipient shall fully implement the Project, as described the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District's Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. **AMOUNT OF FUNDING.**

(a) For satisfactory completion of the Project, the District shall pay Recipient fifty percent (50%) of the total cost of the Project, but in no event shall the District cost-share exceed $67,188. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

(b) **In-Kind Services.** Recipient agrees to provide $67,188 in the form of in-kind services for the Project, as further described in the Statement of Work, which shall count toward Recipient's cost-share obligation.

5. **PAYMENT OF INVOICES**

(a) Recipient shall submit quarterly itemized invoices by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. The invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. Recipient shall be reimbursed for fifty percent (50%) of approved costs until the not-to-exceed amount of the District's cost-share has been expended. If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.

(b) **End of District Fiscal Year Reporting**. The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an

estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.

(c) **Final Invoice**. The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of 10 percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**

(d) All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) Recipient's name and address (include remit address, if necessary); (4) Recipient's invoice number and date of invoice; (5) District Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work; (8) Progress Report (if required); (9) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

(e) **Travel expenses**. If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.

(f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

6. **LIABILITY AND INSURANCE**. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

7. **FUNDING CONTINGENCY.** This Agreement is contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida

Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT**

(a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

DISTRICT
John Wester, Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(386) 329-4457
E-mail: jwester@sjrwmd.com

RECIPIENT
Elwin Boyton, Project Manager
City of Palatka
201 North 2nd Street
Palatka, Florida 32177-3707
(386) 329-0100
E-mail: wboynton@palatka-fl.gov

(b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project, and may approve minor deviations in the Project that do not affect the District cost-share or Completion Date or otherwise significantly modify the terms of the Agreement.

9. **PROGRESS REPORTS AND PERFORMANCE MONITORING**

(a) **Progress Reports**. Recipient shall provide to the District Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by District's Project Manager and Recipient, and may include emails, memos, and letters.

(b) **Performance Monitoring**. For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **FAILURE TO COMPLETE PROJECT.**

(a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the Completion Date or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.

(b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties.

(c) This paragraph shall survive the termination or expiration of this Agreement.

11. **TERMINATION**

(a) **Termination for Default.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District shall provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the District shall issue a Termination for Default Notice and this Agreement shall be terminated upon receipt or said notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The District may also terminate this Agreement upon ten (10) days written notice in the event any of material misrepresentations in the Project Proposal.

(b) **Termination for Convenience.** The District may terminate this Agreement at any time for convenience upon sixty (60) calendar days prior written notice to Recipient. Upon receipt of notice, Recipient shall place no further orders for materials, equipment, services, or facilities, for which reimbursement would otherwise be sought. Recipient shall also make every reasonable effort to cancel, upon terms satisfactory to the District, all orders or subcontracts related to the Project for which reimbursement would otherwise be sought. In the event of such termination, Recipient shall be compensated for all work performed pursuant to this Agreement prior to the effective date of termination.

ADDITIONAL PROVISIONS (Alphabetical)

12. **ASSIGNMENT**. Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of

this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

13. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**

(a) **Maintenance of Records**. Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least three (3) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

(b) **Repayment of Funds**. District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; and/or (4) Recipient has received more than fifty (50%) contributions through cumulative public agency cost-share funding.

14. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

15. **DISPUTE RESOLUTION**. Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business (10) days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.

16. **DIVERSITY REPORTING**. The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.

17. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Duval County; (2) each party shall bear its own attorney's fees, including

appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

18. **INDEPENDENT ENTITIES**. The parties to this Agreement, their employees and agents, are independent entities and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent entities during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor and tax laws pertaining to Recipient, its officers, agents, and employees.

19. **INTEREST OF RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

20. **NON-LOBBYING**. Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.

21. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activities not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.

22. **PUBLIC RECORDS**. Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other material related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

23. **ROYALTIES AND PATENTS**. Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

24. **W ATER CONSERVATION.**

(a) **Water Conserving Rate Structure.** A Recipient receiving funding through this Agreement that operates a public water supply utility must develop a rate structure for water customers in its service area that will: (1) promote the conservation of water; and (2) promote the use of water from available alternative water supplies. Recipient, if operating a public water supply utility, acknowledges that it either has a water conserving rate structure in effect or will implement a water conserving rate structure within nine months after the Effective Date. Failure to comply with this paragraph constitutes a material breach that shall constitute a failure to complete the Project.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT	CITY OF PALATKA
By: _____	By: _____
Kirby B. Green III, Executive Director	_____
	Typed Name and Title
Date: _____	Date: _____
APPROVED BY THE OFFICE OF GENERAL COUNSEL	
	Attest: _____
_____	_____
Stanley J. Niego, Sr. Assistant General Counsel	Typed Name and Title

ATTACHMENTS

Attachment A- Statement of Work
Attachment B - City of Palatka Automated Tracking and Historical Water Consumption Data Project Application

Cost-share: Water conservation
Last updated: 2-25-10

EXHIBIT A – STATEMENT OF WORK
CITY OF PALATKA AUTOMATED TRACKING AND HISTORICAL WATER CONSUMPTION DATA PROJECT

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) created the Water Conservation and Demand Management Program (the Program) in FY2008-2009. The budget for this program includes cost sharing and the development and implementation of innovative water conservation initiatives and to develop and analyze metrics to demonstrate the effectiveness of water conservation planned or implemented by the District. Applications for proposals for cost sharing projects were solicited early in FY2009-2010 and the Board approved a total of $2,142,077 for the funding of selected cost-sharing projects at its April 2010 meeting. To be considered for funding in the initial round of applications for this program, projects had to qualify for at least one of the following categories:

- Reliability and performance testing of new landscape irrigation technology
- Automated tracking of historical customer water use information
- Reliability and performance testing of new high-efficiency indoor fixtures
- Other innovative water conservation project

Subsequently, a second application period was opened with the addition of a new category of project eligible for funding:

- Enforcement of landscape irrigation ordinance and related education efforts.

The Division of Water Use Regulation manages the Program to promote projects that will help demonstrate new concepts in the development and execution of water conservation activities. In the past, the District has promoted and helped implement a wide range of water conservation programs in agriculture, industry, education, and the environment. Today, there are many new methods and emerging technologies that offer significant savings, but these remain untested in actual field application and must therefore be field verified. A number of utilities have implemented or may soon implement a range of conservation alternatives, but lack the ability to monitor, collect, analyze, and report actual water savings. As a result, many potentially viable water conservation projects are being deferred or not pursued due to insufficient funding and/or meaningful incentives. This Program will assist in the efforts by funding these types of projects.

II. OBJECTIVES

The objectives of this project is to install the Naviline billing software to perform automated monthly analysis of historical water consumption utilizing an existing automated meter read (AMR) system. The integration of the new software and existing AMR hardware will allow the Recipient to effectively plan, monitor, target, and take corrective action to conserve water. Key goals include developing and implementing future conservation measures that reduce consumption; monitor, collect, analyze, and report future actual water savings. Key as well will be the ability to communicate parcel referenced water consumption data to GIS software from which analysis will be performed.

III. SCOPE OF WORK

The Recipient shall manage the execution of this AMR and delivery efficiency project in accordance with this statement of work and the submitted project application. Important to the success of this project type is providing the District historical consumption data from the Recipient's AMR system during the term of this Agreement.

IV. TASK IDENTIFICATION

The Recipient shall be responsible for the Tasks shown below and for all additional Tasks which are detailed in Attachment B, City of Palatka Automated Tracking and Historical Water Consumption Data Project application.

- Install Naviline billing software.
- Obtaining all required permits, including right of access to the project site.
- Supervision and inspection of project.
- Timely submittal of invoices for actual construction costs per the cost share agreement (i.e. quarterly, with adequate substantiation) to enable District staff to review submitted costs for payment.
- Progress Reports to the District's Project Manager in a mutually agreed upon format, identifying project progress to date, overall project schedule versus time to project completion, key issues to be resolved, etc.
- Routinely deliver account level data in accordance with Section V, below.

V. TIME FRAMES AND DELIVERABLES

The Recipient shall commence work on this project within fifteen (15) calendar days after the effective date of the Agreement. All work shall be completed in accordance with Attachment B – City of Palatka automated Tracking and Historical Water Consumption Data Project application. The project shall be completed no later than January 31, 2014.

Recipient shall deliver a report containing an analysis of customer water use patterns which identifies groups of customers and geographic areas where water use is excessive and types of excess water use, descriptions of water conservation practices selected to address the identified excess water use and reasons for selecting them, an accounting of quantities of water projected to be saved by each practice, and an implementation schedule.

Recipient shall deliver a minimum of two (2) years of monthly account level water use data recorded prior to the implementation of this project and three (3) years of monthly account level water use data recorded after the implementation of this project for all affected connections. At a minimum, the water use data must include a consumption amount for the month in thousands of gallons and the consumption month. All data collected in association with work performed under this agreement shall be provided to the District's Project Manager in a digital format approved by the District's Project Manager. All analysis performed under this agreement shall be documented and provided to the District's Project Manager in a final summary report.

The required account level billing data must be joined with the county appraiser data available from the District. This can be coordinated with the District's Project Manager or performed by the utility. The data must be sorted by DOR code and descriptive statistics and Pareto analysis derived for each category based on DOR code, year built, and residential valuation per the Water Conservation estimate workflow. The

data must be compared to District derived typical use and conservation savings benchmarks for each category of DOR code. The strategies and costs for development of water conservation savings in each category will be derived using the District costing spreadsheet and in close collaboration with the District.

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient fifty percent (50%) of the total cost of the Project, but in no event shall the District's cost-share exceed $67,188.

Recipient agrees to provide $67,188 in the form of matching funds, in-kind services, or both, for this project. If Project costs exceed the estimated Project cost so as to reach the not-to-exceed amount of the District cost-share, then Recipient shall provide any additional funding required to complete the Project. If the Project is cancelled by Recipient prior to completion, Recipient shall reimburse the District all funds received from the District pursuant to this Agreement. Recipient's in-kind labor services (i.e. labor from Recipient or a 3rd party) will be calculated based upon the base salary times a 1.5 fixed multiplier.

ATTACHMENT B
CITY OF PALATKA AUTOMATED TRACKING AND HISTORICAL WATER CONSUMPTION DATA PROJECT APPLICATION

KARL N. FLAGG
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

VERNON MYERS
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

CITY OF PALATKA

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

ELWIN C. "WOODY" BOYNTON, JR.
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

July 2, 2010

SJRWMD
JUL 06 2010
CENTRAL RECEIVING

John Wester, Senior Project Manager
Water Use Regulation
St. Johns River Water Management District
4049 Reid Street
Palatka FL 32177

RE: Water Conservation Cost-Share Grant

Dear Mr. Wester,

Please find attached the City of Palatka's Application for the Water Conservation Cost Share Program.

We believe this project to be worthy of a cost-share agreement. The City of Palatka looks forward to working with the St. Johns River Water Management District on this particular project to increase water conservation measures. We also recognize this as an opportunity to develop and implement future conservation measures that reduce water consumption throughout the City of Palatka.

If you have any questions during your review of this application, please do not hesitate to contact me.

Sincerely,

Elwin C. Boynton, Jr.
City Manager

H:\GRANTS\Water Conservation Cost Share Grant\Cover Letter.docx

201 N. 2ND STREET • PALATKA, FLORIDA 32177
www.cityofpalatka.com

PHONE: (386) 329-0100

FAX: (386) 329-0106

St. Johns River Water Management District

Water Conservation Cost-Share

Application

Title of project: City of Palatka Automated Tracking and Historical Water Consumption Data

A. Applicant type and information

Indicate the type of project you are applying for:

Project types ***(check one)***

- ☐ Reliability and performance testing of new landscape irrigation technology
- ☒ Automated tracking of historical consumption information
- ☐ Reliability and performance testing of new high-efficiency indoor fixtures
- ☐ Enforcement of landscape irrigation ordinances and related education efforts (NEW)
- ☐ "Other" (new and innovative technology and practices)

A-1. a) Name of applicant/title Elwin C. Boynton, Jr. /City Manager

A-1. b) Applicant's organization City of Palatka

A-2. Name, address, e-mail address, and phone numbers of project manager or contact person.

(District will send correspondence concerning this application ONLY to this person.)

Name/title Mr. Elwin C. Boynton, Jr. / City Manager

E-mail address wboynton@palatka-fl.gov

Mailing address 201 North Second St.

City and ZIP code Palatka, FL 32177

Phone (386) 329 0100 Fax (386) 329 0199

A-3. Name, address, and phone numbers of persons with authority to enter into a contractual agreement, if other than project manager or contact person.

If same as A-2 above, check box. ☒

Name/title _____

E-mail address _____

Mailing address _____

City and ZIP code _____

Phone (_____) _____ Fax (_____) _____

A-4. District permit information

Does the applicant have any District permits? Yes ☒ No ☐

If yes, list all District permits held by the applicant. Attach an additional page if needed.

Permit #	Expiration Date (mm/dd/yy)	Permit #	Expiration Date (mm/dd/yy)
40-107-46836-10	7/27/2014	40-107-8114-5	5/8/2027
40-107-46836-9	7/8/2013	40-107-28194-5	Pending
40-107-46836-8	7/8/2013	40-107-62819-1	5/7/2012

A-5. Landscape irrigation ordinance

5a. Does the applicant have a landscape irrigation ordinance? Yes ☐ No ☒

5b. If yes, does the ordinance fully implement District Rule 40C-2.042(2) Yes ☐ No ☐

5c. If no to either 5a. or 5b., by what date is revision or adoption expected? Upon Notice of Award

A-6. Disclosure. Does any District employee, Governing Board member, contractor, or other affiliate of the applicant have a financial interest in this project, the property associated with this project, or with any party that may profit financially from this project? Yes ☐ No ☒

If, yes, identify all such parties and describe their interests.

_____

_____

B. Project information

B-1. Cost-sharing request (District's share cannot exceed 50 percent of total project cost.)

a. Total project cost ..... $ 134,375.00

b. Total project cost per residential/commercial parcel ..... $ 35.77

c. Amount of cost-share requested ..... $ 67,187.50

B-2. Purpose. Explain the purpose(s) of the project. (Do not refer to attachments.) Does the project demonstrate the reliability/performance of several types/brand names of equipment, under distinct geographic conditions, or implement landscape irrigation enforcement and education? Use appendixes A through D as a guideline.

The City of Palatka is seeking to conserve water through the automated monthly analysis of historical water consumption. The integration of existing and proposed software would allow for the City to more effectively plan, monitor, target, and take corrective action to conserve water. The City of Palatka recognizes the need to meet water conservation goals through preventative maintenance and geo-referenced analysis of water consumption.

B-3

PROJECT SCOPE

I. The Naviline Billing software is a Customer Information System for utility billing. The system tracks detailed meter information including customer usage, meter testing, and repair. The billing system compiles customer account charges, payments, adjustments, meter readings, consumptions, and credit history. The automated meter read system that Palatka is implementing has the ability to generate hourly, weekly, and monthly usage information to assist in water consumption analysis. The proposed billing system will be able to automatically communicate parcel referenced water consumption data to GIS software.

II. The City of Palatka recently began implementing a Supervisory Control and Data Acquisition (SCADA) system that handles the data from the automated meter read system. This system is an asset management system and is not currently integrated into the utility billing system nor does it have any stand alone geographic information system capability. With the purchase and implementation of the Naviline billing software the City of Palatka can then integrate billing information and asset management data into a geographic information system program. The automated meter read system in use is geo-referenced. Verification of these points is currently 75% complete and is scheduled to be completed prior to implementing the proposed billing software and any GIS software.

III. The automated meter read system currently in use is a Neptune ARB FixedBase System. Neptune's ARB FixedBase System provides time-synchronized reads at midnight and 24-hour customer usage profile data for every customer under the network. With the ARB FixedBase System customer service representatives can, with the click of the mouse, pull up hourly, weekly, and monthly usage information to assist in resolving high water bill complaints. Up to two years of consumption history is retained in the ARB ® N_SIGHT ™ FixedBase host software, so consumption data can be compared from one year to the next for the same period of time. Consumption data is displayed in graphical and tabular formats, making analysis quick and easy. Unfortunately the consumption data has no geographic information system capability without the integration of the meter ID#'s, from the SCADA system, and parcel ID#'s in any future GIS software.

The City of Palatka does not have an automated asset management /computerized management system. The integration of the Neptune ARB fixed based system and the proposed Naviline Billing software could bridge the gap allowing the development of an automated GIS hydraulic model to show geo-referenced consumption date in relation to other georeferenced factors (i.e. land use, work orders, and city assets). Preventative maintenance through automated quarterly analysis would geographically link work orders, historical consumption, and water assets. This in turn, could allow the City of Palatka to avoid unnecessary infrastructure costs related to water supplies and maintenance. In order to accomplish this, the City of Palatka would have to negotiate with Putnam County to develop the necessary GIS modeling to generate such an asset management system.

IV. The data from the SCADA system is not currently used in any asset management system except for "after the fact" customer leak notification. Using consumption data to generate hydraulic models based on intensity of use would be possible by inputting the data into ArcGIS and cross referencing spatial pipe locations with the historical consumption data and repair/maintenance history. With this said, it would be possible to calculate and graphically display areas of critical concern for maintenance and improvements.

In addition, when Neptune's E-Coder solid state absolute encoder register is used as part of the ARB FixedBase AMI network, intermittent and continuous leak states are communicated to the host software. Utility customer service personnel can simply pull up a customer account, see leak conditions displayed on screen, and alert the customer. Although this allows personnel to confirm leaks when a customer inquires about a high water bill, it does not automatically alert personnel of inefficient water users. The proposed billing software system will allow us to accomplish this. This is not the sole intent of the program, only an additional water conservation benefit to implementing this approach.

V. In order to combine the utility consumption information, with parcel-based GIS data, and the asset management system all the data from the asset management system (SCADA) must be integrated with the billing information (Naviline billing software). The automated meter read system currently only has meter ID #'s for reference. The current billing software (AS400) only has 911 addresses for reference. With the implementation of the Naviline billing software the meter ID# and 911 addresses will automatically be linked. Once this information is linked it can then be exported for use into ArcGIS. This data can then be cross referenced with the parcel ID#'s. Once in ArcGIS a shape file can be created that links the parcel ID# to the Meter ID#. This will allow the importing of data directly from the automated meter read system to ArcGIS. Then an automated hydraulic model will have to be created to link the geo-

referenced historical water consumption data and geodatabase of city asset's and parcels.

VI. Once an automated hydraulic model is set up, benchmarks for average consumption can be determined for industrial, commercial, agricultural, and institutional parcels users. Since the historical water consumption will already be geo-referenced and linked to parcel information, modeling can delineate users who consume more than the predetermined benchmark. These users would then be identified and notified to take corrective actions to save water.

VII. In addition to identifying high water users by land use the City can also track the historical consumption of water over a 24-hour period. By cross referencing hourly consumption with land use and determining preset thresholds for inefficient use by time periods the City can determine inefficient users. This could lead to more joint pro-active water conservation methods by the City of Palatka and SJRWMD.

PROJECT GOALS

- Ensure the sustainable use and protection of water resources through pro-active notification of customers of leaks and inefficient water use.
- Adopt and actively enforce the landscape irrigation provisions outlined in District Rule 40C-2.042(2), Florida Administrative Code.
- Develop and implement future conservation measures that reduce consumption.
- Monitor, collect, analyze, and report future actual water savings.
- Conserve energy resources through the reduction of treated water losses.
- Improve the monitoring of the water utility delivery system to improve reliability of the delivery system to better conserve water.
- Implement a Geographic Information System for analyzing historical water consumption to identify inefficient users of water.

Implement a Geographic Information System for analyzing historical water consumption and the water delivery system piping for reliability and preventative maintenance to prevent possible water loss due to evident delivery system failures.

PROJECT SCHEDULE WITH BUDGET

DESCRIPTION	PROJECTED COMPLETION DATE	$ AMOUNT
Execution of Cost-sharing Contract with SJRWMD	8/10	----------
Contract Execution with Sungard	9/10	$72,230.00
Training	12/10	$5,600.00
Maintenance Fee (for 8 Months)	1/10	$7,245.00
Training	1/10	$5,600.00
Training	2/10	$5,600.00
Training	3/10	$5,600.00
Training	4/10	$5,600.00
Training	5/10	$5,600.00
Training	6/11	$5,600.00
Final Payment	10/11	$15,700.00
		TOTAL: $134,375.00

*Dollar amounts above were calculated from the Sungard quotes for software applicable to Water Conservation Cost Share Grant. Please see Attachment E for details.

SOFTWARE QUOTE

SUNGARD PUBLIC SECTOR

City of Palatka, FL (PALA)

Investment Summary

August 11, 2009

Applications	License fees	# Training Days	Training Fees	Installation/ Conversion Fees:	Annual Maintenance Fees
NaviLine Version:					
GMBA - GM	$ 32,550.00	11	$ 15,400.00	$ -	$ 6,510.00
Cash Receipts - CR	Included	2	$ 2,800.00	$ -	$ 1,355.00
Fixed Assets - FA	$ 7,650.00	2	$ 2,800.00	$ -	$ 1,535.00
Customer Information System - CX	$ 31,030.00	28	$ 39,200.00	$ -	$ 6,205.00
CIS Handheld Base Integration	$ 6,200.00	0	$ -	$ 1,400.00	$ 1,040.00
CIS Conversion Estimate	$ -		$ -	$ 30,000.00	$ -
Totals	**$76,430.00**	**43**	**$60,200.00**	**$31,400.00**	**$16,645.00**

License Fees:	**$76,430.00**	
Customer Loyalty Incentive:	**($22,164.70)**	
Conversion Fee Estimate:	**$ 30,000.00**	
Installation Fees:	**$ 1,400.00**	
Hardware:	**N/A**	
Total up front costs:	**$85,665.30**	
Annual Maintenance Fees:	**$11,096.67**	Annual Maintenance is due 120 days from delivery of licensed programs and may be pro-rated to coincide with your Annual Maintenance Billing. The amount to the left represents the 09/10 estimated annual maintenance based on an October 1, 2009 signing and an October 1, 2009 maintenance billing date.
Year 2 estimated annual maintenance:	**$16,645.00**	No annual increase if prepaid at quote execution.
Year 3 estimated annual maintenance:	**$16,645.00**	No annual increase if prepaid at quote execution.
Project Management Fees:	**$20,300.00**	
Training Fees:	**$60,200.00**	This amount should be your budgeted amount. You may use less - this is an average cost for a larger client and is not reduced based on client size. This amount is Due only as incurred
	$210,551.97	

Prepared by Lynn Hunt, Account Executive. e-Fax 407.641.8998

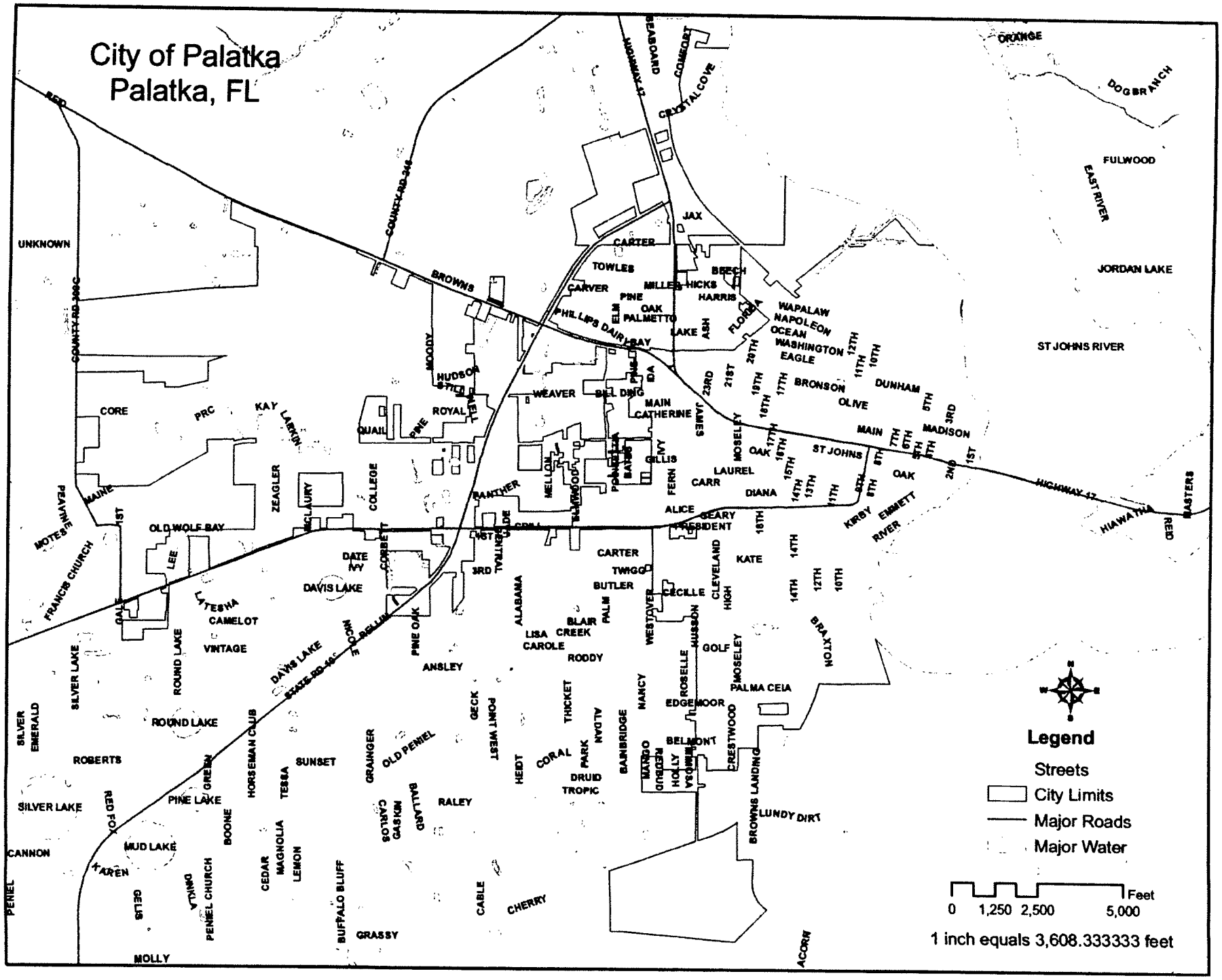
Payment Terms:

1. License fees, Hardware, and Project Management are due at contract execution date, signed quote, or receipt of purchase order.
2. Training Fees are due as incurred.
3. Installation Fees are due upon completion. Conversion requires a signed addendum.
4. Annual Maintenance will be due 120 days from delivery of licensed programs.
5. Travel, out of pocket, and living expenses are not included in above pricing and will be invoiced as incurred.

Notes:

1. This quote constitutes a Supplement to the existing Software License and Services Agreement signed by SunGard Public Sector Inc. and Customer. Except as provided herein, all terms of the Agreement remain in full force and effect.

City of Palatka
Palatka, FL



B-4. Project location (address or description)

City of Palatka

County (ies) in which project is located: Putnam

B-5. Projected schedule

Projected starting date: month August year 2010; completion date: month October year 2011.

(Funds received through this program may be used only for projects installed after a cost-sharing contract has been executed and may not be used to reimburse the cost of existing strategies or strategies already under installation. Cost-sharing contracts probably will be executed by September 30, 2010. In general, for project types 1, 2, 3 and 5 construction/implementation must be completed within 12 months of contract execution with monitoring of performance metrics extending for several years and for project type 4, 24 months will be allowed for implementation.

I certify that all information on this form and the attached documents is true and correct.

Signature of the person with authority to enter into a contractual agreement.

Name Elwin G. Boynton, Jr. **Title** City Manager

Date 7/1/2010

City of Palatka Automated Tracking and Historical Water Consumption Project

Scope of Work:

The City of Palatka shall manage the execution of this AMR and delivery efficiency program in accordance with this statement of work and the submitted project application. Important to the success of this project type is providing the District historical consumption data from the City's AMR system during the three years of this project.

The project will achieve the following objectives:

The project will install the Naviline billing software to perform automated monthly analysis of historical water consumption utilizing an existing automated meter read(AMR) system. The integration of the new software and existing AMR hardware will allow the City to effectively plan, monitor, target, and take corrective action to conserve water. Key goals include developing and implementing future conservation measures that reduce consumption; monitor, collect, analyze, and report future actual water savings. Key as well will be the ability to communicate parcel referenced water consumption data to GIS software from which analysis will be performed.

Project start November 2010, completion by January 2012

Agreement End: January 31, 2012

Cost: Total Project $134,375

Total Cost Share: FY09-10 $67,188

Contact: Elwin Boynton
City Manager
City of Palatka
201 North Second Street
Palatka, FL 32177
Telephone 386-329-0100
Fax 386-329-0199
wboynton@palatka-fl.gov

STATEMENT OF WORK

WATER CONSERVATION COST SHARE PROGRAM

CITY OF PALATKA AUTOMATED TRACKING AND HISTORICAL WATER CONSUMPTION DATA PROJECT

I. INTRODUCTION/BACKGROUND

The Division of Water Use Regulation of the St Johns River Water Management District manages the Water Conservation Cost Share Program. The Water Conservation Cost Share Program is promoting projects that will help demonstrate new concepts in the development and execution of water conservation activities. Water conservation is not new to the District. The District has promoted and helped implement a wide range of water conservation programs in agriculture, industry, education, and the environment. Today there are many new methods and emerging technologies that offer significant savings, but these remain untested in actual field application and must, therefore, be field verified. Additionally, a number of utilities have implemented or may be planning the implementation of a range of conservation alternatives, but lack the ability to monitor, collect, analyze, and report actual water savings. Lastly, many potentially viable water conservation projects are being deferred or not pursued due to insufficient funding and/or meaningful incentives.

The program is supporting funding for projects within the below categories: 1. Reliability and performance testing of new landscape irrigation technology. 2. Automated tracking of historical customer consumption data. 3. Reliability and performance testing of new high efficiency indoor fixtures. 4. Other (new and innovative technology and practices).

II. OBJECTIVES

The project will install the Naviline billing software to perform automated monthly analysis of historical water consumption utilizing an existing automated meter read(AMR) system. The integration of the new software and existing AMR hardware will allow the City to effectively plan, monitor, target, and take corrective action to conserve water. Key goals include developing and implementing future conservation measures that reduce consumption; monitor, collect, analyze, and report future actual water savings. Key as well will be the ability to communicate parcel referenced water consumption data to GIS software from which analysis will be performed.

III. SCOPE OF WORK

The City of Palatka shall manage the execution of this AMR and delivery efficiency program in accordance with this statement of work and the submitted project application. Important to the success of this project type is providing the District historical consumption data from the City's AMR system during the three years of this project.

IV. TASK IDENTIFICATION

Task 1. Install Naviline billing software.

Task 2. Report project results and provide continuing historical consumption data to the District.

V. TIME FRAMES AND DELIVERABLES

Project shall start November 2010 and complete work by end of January 2012.

Recipient shall deliver a minimum of two years of monthly account level water use data recorded prior to the implementation of this project and three years of monthly account level water use data recorded after the implementation of this project for all affected connections. At a minimum, the water use data must include a consumption amount for the month in thousands of gallons and the consumption month. All data collected in association with work performed under this agreement shall be provided to the District's Project Manager in a digital format approved by the District's Project Manager. All analysis performed under this agreement shall be documented and provided to the District's Project Manager in a final summary report.

The required account level billing data must be joined with the county appraiser data available from the District. This can be coordinated with the District's Project Manager or performed by the utility. The data must be sorted by DOR code and descriptive statistics and Pareto analysis derived for each category based on DOR code, year built, and residential valuation per the Water Conservation estimate workflow. The data must be compared to District derived typical use and conservation savings benchmarks for each category of DOR code. The strategies and costs for development of water conservation savings in each category will be derived using the District costing spreadsheet and in close collaboration with the District.

VI. BUDGET/COST SCHEDULE

The estimated cost share budget for this contract, ending January 31, 2012 is $67,188.

Agenda Item

3c

CITY OF PALATKA
Betsy Jordan Driggers
City Clerk
201 N. 2nd Street
Palatka FL 32177
Phone: 386-329-0100
Fax: 386-329-0106
e-mail: betsy@mail.qbso.net

Memorandum

To: Palatka City Commission

CC: Debbie Banks, Planning & Zoning Administrator

From: Betsy Driggers, City Clerk

Date: 12/3/2010

Re: Palatka Planning Board Appointments

Per City Commission policy, the City advertised that the Commission was seeking applicants for appointment to the Palatka Planning Board. Currently there are two positions up for reappointment and one opening due to a resignation, for a total of two open positions.

Applications for reappointment have been received from Sue Roskosh and Carl Steward, both incumbent members whose terms are expiring. You will find those attached, along with attendance records for both. Mrs. Banks concurs on these reappointments.

It is Staff's recommendation to waive the 2nd meeting requirement and re-appoint Sue Roskosh and Carl Stewart to the Palatka Planning Board for three-year terms to expire December 31, 2013.

KARL N. FLAGG
MAYOR-COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

CITY OF PALATKA
FLORIDA

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

ELWIN C. "WOODY" BOYNTON, JR.
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

RUBY M. WILLIAMS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

0 2010

CITY OF PALATKA
BOARD REAPPOINTMENT REQUEST

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

MEMBER: Carl Stewart **# of years' prior service:** 20?
Residence
(911 Address) 715 South 19th St. **Phone:** 386-325-2594
Fax:
Business Name
& Address **Phone:**
Fax:
(City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance)
Preferred Mailing Address: Same

E-mail: CarlAndJulia@Bellsouth.net **Daytime Phone:** 386-325-2594

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

SIGNATURE OF APPLICANT Carl Stewart **DATE** 11-5-2010

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

CHAIRMAN/DIRECTOR'S COMMENTS (if any)

Chairman's/Director's Signature

KARL N. FLAGG
MAYOR-COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

CITY OF PALATKA

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

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FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

CITY OF PALATKA
BOARD REAPPOINTMENT REQUEST

I wish to apply for reappointment to the City of Palatka Planning **Board.**
I understand that I will continue to serve in a volunteer capacity on this advisory board.

MEMBER: SUE F. ROSKOSH **# of years' prior service:** 22

Residence (911 Address) 707 1ST AVE WELAKA, FL **Phone:** 467-8123 **Fax:**

Business Name & Address 110 S. 2nd ST. - BLDG OWNER **Phone:** 325-4323 **Fax:**

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

Preferred Mailing Address: P.O. BOX 26, WELAKA FL 32193

E-mail: ROSKOSH @ AT+T **Daytime Phone:** 467-8123

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

Sue F. Roskosh 11-9-2010

SIGNATURE OF APPLICANT Sue F. Roskosh **DATE**

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

CHAIRMAN/DIRECTOR'S COMMENTS (if any)_____

Chairman's/Director's Signature _____

PHONE: (386) 329-0100

201 N. 2ND STREET • PALATKA, FLORIDA 32177
www.cityofpalatka.com

FAX: (386) 329-0106

Planning Board
ATTENDANCE RECORD 2010

PLANNING BOARD

NAME	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Carl Stewart 12/10	X	X	N	X	X	X	X	X	N	N	X	
Ezekiel Johnson 12/12	X	__	o	X	X	X	__	X	o	o	X	
School Board Rep.	__	__		__	X	__	X	X			__	
Sue Roskosh 12/10	X	X	B	X	__	X	X	X	B	Q	X	
Ken Venables 12/11			U	X	X	X	X	X	U	U	X	
Earl Wallace 12/12	X	X	S	X	__	X	X	X	S	O	X	
			I						I	R		
Joe Petrucci 12/11			N						N	U	X	
Anthony Harwell 12/12	__	X	E	X	X	__	X	X	E	M	X	
Joe Pickens 10/13			S						S		X	
Zachary Landis	__	X	S	__	X	X	__	__	S		__	
Phil Leary	X	__		X	X	X	X	X	Resigned			
Randy Braddy	X	X		__	__	__	X	__		Resigned		
D. Banks	X	X		X	X	X	X	X				
Pam Sprouse Recording Secretary	X	X		X	X	X	X	X				
Donald E Holmes	X	X		X	X	X	X-L	__				

X = Present -- = Absent
No meetings in March, September & October

Updated 11/01/10

PLANNING BOARD MEMBERS
3 Yr. Terms

Orig. Appt. Date		Term Expires
5/26/88	Sue Roskosh, Wattles Office Supply P.O. Box 26, Welaka, 32193 home-467-8123 work-325-4323 fax-325-5730 email-sroskosh@aol.com	12/31/10
12/27/79	Carl L. Stewart - effective 1/1/80 715 S. 19th St., Palatka, 32177 home-325-2594 email-stewart@gbso.net	12/31/10
06/26/08	Zachary Landis 616 Oak St., Palatka, 32177 home-328-2628 work-3328-8075 fax-328-3277 email-AZLAN616@bellsouth.net	12/31/11
02/25/10	Ken Venables P.O. Box 892, 2002 Cherry Lane Palatka, FL 32178 (H)325-8497 (C)937-9666 email-kenevanven@aol.com	12/31/11
10/28/10	Joseph M. Petrucci 2425 Golf Dr., Palatka, 32177 home-328-0608 day-336-1615 jmp1024@yahoo.com	12/31/11
12/11/97	Rev. Ezekiel Johnson 300 Stillwell Ave., Palatka,FL 32177 home-328-8407	12/31/12
1/23/97	Earl Wallace 224 N. 6th Street, Palatka, 32177 home-328-0086 work-328-3233 email-earlwallace@bellsouth.net	12/31/12
06/26/08	Anthony "Skip" Harwell 322 Madison St., Palatka, 32177 day-386-530-1226 email-CAPTBOO@GMAIL.COM	12/31/12
10/28/10	Joe Pickens P.O. Box 1374, 2041 Country Club Terrace Palatka, 32178 phone # 937-1563 email-Pick021@Earthlink.net	12/31/13
12/12/02	Michael Pegg Putnam Co. School Bd, 200 S. 7th Street Phone:	indefinite – school board rep.

Planning Board Organized 6/2/60
Created and appointed by City Commission 5/27/60
Revised to include non-voting School Board representative 12-12-02
Meets on the first Tuesday at 4:00 PM at City Hall

Agenda Item

3d

CITY OF PALATKA
Betsy Jordan Driggers
City Clerk
201 N. 2nd Street
Palatka FL 32177
Phone: 386-329-0100
Fax: 386-329-0106
e-mail: betsy@mail.qbso.net

Memorandum

To: City Commission & Staff

From: Betsy J. Driggers, City Clerk

Date: 12/6/2010

Re: 2011 City Commission Meeting Calendar

Please find the 2011 City Commission meeting calendar attached. This calendar includes the summer and holiday season schedules. This is being presented to you for adoption.

Please note that this calendar is subject to revision during the year as needed.

2011 PALATKA CITY COMMISSION CALENDAR

Rev. 11-29-10

January 1 – June 30, 2011

JANUARY

3 - Swearing in Ceremony - Larimer Art Center, 7:30 p.m.
6 - Pre-Agenda mtg. 9:00 a.m.
13 - City Commission mtg. 6:00 p.m. - City Hall
17 - City offices closed in observance of Martin Luther King, Jr. Day
20 - Pre-Agenda mtg. 9:00 a.m.
20 - NEFLC Meeting @ St. Augustine
27 - City Commission mtg. 6:00 p.m. - City Hall

FEBRUARY

Black History Month
3 - Pre-Agenda mtg. 9:00 a.m.
10 - CRA mtg. 4:00 p.m. - City Hall
10 - City Commission mtg. 6:00 p.m. - City Hall
17 - Pre-Agenda mtg. 9:00 a.m.
17 - NEFLC Meeting - Green Cove Springs
24 - City Commission mtg. 6:00 p.m. - City Hall

MARCH

Women's History Month
3 - Pre-Agenda mtg. 9:00 a.m.
4 - Azalea Fest. Mayor's Reception
10 - City Commission pre-budget workshop 3:30 p.m. - City Hall (if necessary)
10 - City Commission mtg. 6:00 p.m. - City Hall
17 - Pre-Agenda mtg. 9:00 a.m.
17 - NEFLC Meeting - Keystone Heights
- FLC Legislative Action Day, Tallahassee
24 - City Commission mtg. 6:00 p.m. - City Hall

APRIL

7 - Pre-Agenda mtg. 9:00 a.m.
14 - CRA mtg. 4:00 p.m. - City Hall
14 - City Commission mtg. 6:00 p.m. - City Hall
21 - Pre-Agenda mtg. 9:00 a.m.
21 - NEFLC Meeting - Jacksonville
28 - City Commission regular meeting 6:00 p.m. - City Hall

MAY

5 - Pre-Agenda mtg. 9:00 a.m.
12 - City Commission mtg. 6:00 p.m. - City Hall
19 - Pre-Agenda mtg. 9:00 a.m.
19 - NEFLC Meeting - Neptune Beach
26 - City Commission mtg. 6:00 p.m. - City Hall
30 - City offices closed in observance of Memorial Day Holiday

JUNE

2 - Pre-Agenda mtg. 9:00 a.m.
9 - CRA mtg. 4:00 p.m. - City Hall
9 - City Commission mtg. 6:00 p.m. - City Hall
16 - Pre-Agenda mtg. 9:00 a.m.
16 - NEFLC Meeting - Orange Park
23 - City Commission 6:00 p.m. - City Hall

Upcoming Events: March - Legislative Action Day, Tallahassee
May 27 – 30, Blue Crab Festival

Conferences: August 11 - 13 - FLC Annual Conference, World Center Marriott, Orlando
November 17 & 18 - FLC Legislative Conference, Hyatt Regency Orlando International Airport Hotel, Orlando

2011 PALATKA CITY COMMISSION CALENDAR

Rev. 11/29/10

July 1 – December 30, 2011

JULY
4 - City offices closed to observe Independence Day
7 - Pre Agenda mtg. for Budget Workshop/Reg. meeting
14 - Budget Workshop 3:00p.m. - City Hall
14 - City Commission regular meeting to set tentative millage rate (immediately following budget workshop)

AUGUST
11 - 13 - FLC Annual Conference, World Center Marriott, Orlando
18 - Pre-Agenda mtg.9:00 a.m.
25 - CRA mtg. 4:00 p.m. - City Hall
25 - City Commission mtg. 6:00 p.m. - City Hall

SEPTEMBER
1 - Pre-Agenda mtg. 9:00 a.m.
5 - City offices closed in observance of Labor Day
8 - City Commission mtg. 6:00 p.m. (1st Public Hearing on Budget) - City Hall
15 - Pre-Agenda mtg. 9:00 a.m.
15 - FLC Dinner/Mtg. in Palatka
22 - City Commission mtg. 6:00 p.m. (Adoption of Budget) - City Hall

OCTOBER
6 - Pre-Agenda mtg. 9:00 a.m.
7 - City Safety Luncheon - 12:00 noon; Palatka Golf Course (Tentative location)
13 - CRA mtg. 4:00 p.m. - City Hall
13 - City Commission mtg. 6:00 p.m. - City Hall
20 - Pre-Agenda mtg. 10:30 a.m.
20 - FLC Dinner/Mtg. in St. Augustine Beach
27 - City Commission mtg. 6:00 p.m. - City Hall
31 - Halloween Trick or Treat, 6:00 - 8:00 p.m.

NOVEMBER
3 - Pre-Agenda mtg. 9:00 a.m.
10 - City Commission mtg. 6:00 p.m. - City Hall
11 - City Offices Closed in observance of Veterans' Day
17 & 18 - Legislative Conference - Hyatt Regency Orlando Int'l Airport Hotel
24 & 25 - City offices closed in observance of Thanksgiving Holiday

DECEMBER
1 - Pre-Agenda mtg. 9:00 a.m.
6 - FLC Dinner/Mtg. in Jacksonville
8 - CRA mtg. 4:00 p.m. - City Hall
9 - City Commission mtg. 6:00 p.m. - City Hall
Dates TBD - City offices closed in observance of Christmas Holiday

Upcoming Events:

Conferences:
August 11 - 13, 2011 - FLC Annual Conference, World Center Marriott, Orlando
November 17 & 18 - FLC Legislative Conference, Hyatt Regency Orlando International Airport Hotel, Orlando, FL

Agenda Item

3e

KARL N. FLAGG
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

VERNON MYERS
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

CITY OF PALATKA

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

ELWIN C. "WOODY" BOYNTON, JR.
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

December 1, 2010

TO MESSRS: MARY LAWSON BROWN, ALLEGRA KITCHENS, VERNON MYERS AND JAMES NORWOOD:

You are hereby notified that an inaugural meeting of the City Commission is called to be held at the Larimer Art Center, 216 Reid Street, in the City of Palatka, at 7:30 p.m. on Monday, January 3, 2011.

The purpose of the meeting is to swear in the incoming members of the Palatka City Commission.

/s/ Karl N. Flagg
Karl N. Flagg, MAYOR

We acknowledge receipt of a copy of the foregoing notice of a special meeting on the 1st day of December, 2010

/s/ Mary Lawson Brown
COMMISSIONER

/s/ Allegra Kitchens
COMMISSIONER

/s/ Vernon Myers
COMMISSIONER

/s/ James Norwood, Jr.
COMMISSIONER

/s/ Phil Leary
COMMISSIONER-ELECT

PHONE: (386) 329-0100

201 N. 2ND STREET • PALATKA, FLORIDA 32177
www.cityofpalatka.com

FAX: (386) 329-0106

Agenda Item 4

Separate Attachment

201 N. 2nd Street
Palatka, FL 32177
Tel. (386) 329-0100
Fax (386) 329-0199

City of Palatka

Office of the City Manager

To: **Community Redevelopment Area Board Members**

From: Woody Boynton, City Manager

Date: December 6, 2010

RE: Tax Increment Funds – 2011 Anticipated Expenditures

Each year the Tax Increment Funds (TIF) needs to be assigned by December 31st of that year. These funds include monies set aside for the North and South Historic Districts as well as the Central Business District. Three (3) attachments are included with this memo. The first attachment is a copy of a summary sheet of each fund prepared by City staff that lists expenditures for fiscal year 2010, expenditures that were/are allocated within 2010 as well as anticipated revenues for 2011. With this attachment are two memos that I prepared on August 26, 2010 and on October 6, 2010 to the CRA. These memos are provided as evidence to the approximate balance forward estimated for the Central Business District in 2011. This balance is estimated at $350,000 to $375,000.

The second two attachments are minutes of meetings held by the South and North Historic Districts requesting specific or intended use of TIF monies. I have reviewed these minutes and take no exception to the *tentative* allocation of monies. The intended expenditure of Central Business District money is contained in this memo. Revenues for each fund are similar to last year, it is expected that the South Historic District will receive approximately $115,000.00, the North Historic District will receive approximately $48,000.00 and the Central Business District will receive approximately $380,000.00.

Some of the proposed funding requests have previously been discussed and approved. For example the South and North Historic Districts have already received authorization from the Community Redevelopment Area Board to proceed with the home improvement grant program. Much of their intended expenditures are allocated to this program. It should also be noted that any current balance forward is represented in the allocations shown below. Any balance forward not shown as reserve funds was previously committed to the Home Improvement Program from the previous year's allocation. Please note that the totals are estimates and rounded to the nearest thousand.

The following is an overview of the proposed 2010 assignment of funds by District:

South Historic District

Home Improvement Grant Program	$ 80,000.00
Live Here, Work Here Program	$ 20,000.00
Pedestrian Kiosk	$ 5,000.00
Reserve Funds (estimated)	$ 16,000.00
	$121,000.00

North Historic District

Home Improvement Grant Program	$200,000.00
Reserve Funds (estimated)	$ 23,000.00
	$ 223,000.00

It should be noted that approval of the above assigned funding does not preclude each District from modifying their request. It simply indicates that a plan for the upcoming year has been developed. Assignment of funds is a fluid process and will change as projects are completed and/or new projects are proposed.

Central Business District

In 2010, several major initiatives were put forth by the City of Palatka, the CRA, Main Street and Downtown Palatka Inc. These projects include but are not limited to a development of a Riverfront Master Plan, furthered negotiations with a developer for the 100 block and former high rise site, obtaining over $1,000,000 in grant funding for improvements to the downtown and riverfront areas, an approximate $500,000 public investment in buildings and infrastructure, another approximately $170,000 in private investment in building improvements, implementation of a billboard and marketing program, successful special events including the Azalea Festival, Blue Crab Festival and the Fourth of July Fireworks.

In 2011, we are not expecting to slow down, many of the above projects are ongoing and with the solidarity that is being shown between the City of Palatka, Putnam County, Main Street and Downtown Palatka, I believe the results of the above work will begin to show a revitalization of the downtown area. The proposed assignment of money is indicative of the needs of the Central Business District.

The following is a listing of critical elements noted in the Needs Assessment and assigned funding:

Land Use and Zoning	$ 0.00	
Directional Signage and Way-finding	$ 40,000.00	
Streetscape and Infrastructure	$110,000.00	
Parking	$ 0.00	
Design Guidelines	$ 0.00	
Historic Preservation	$ 0.00	
Riverfront, Parks and Open Space	$ 0.00	
Public Investment Properties	$ 0.00	
Public Involvement	$ 0.00	
Marketing	$ 90,000.00	
Additional Economic Development Funding Mechanisms	$400,000.00	
		$640,000.00

Pre-approved and/or Recurring costs include the following:

Legal fees (est.)	$ 10,000.00	
Mainstreet Manager (est.)	$ 70,000.00	
		$80,000.00
Total:		**$720,000.00**

The Directional Signage and Way-finding plan is nearing completion and a proposal will be presented to the CRA at the February 2011 meeting. It is expected that the first phase of signage will be implemented in 2011. Streetscape would include landscaping, docking improvements, murals, lighting upgrades design, engineering and construction improvements, etc associated with the Community Development Block Grant project schedule

for construction in spring 2011. Within the Marketing critical element it is envisioned that marketing and promotional ideas would be funded including but not limited to: billboards, brochures, web hosting, radio and television advertising, etc.

Within the Economic Development Funding Mechanisms, it is expected that a program would be established to create jobs. A tenet improvement grant program is being developed for 2011 by Main Street and its Economic Restructuring Committee. This program is expected to assist in bringing jobs to new businesses looking to open in downtown. The Business Improvement Grant (BIG) program, façade program and a version of the Home Improvement Grant Program is also expected to be included in the economic stimulus programs being recommended by Main Street. A detailed proposal of these programs is expected to be presented to the CRA in February 2011.

Again, please note that by assigning the funds to a particular element does not necessarily mean that any or all of the assigned monies must be spent in this category, it merely means that these areas were a priority and it was envisioned that the money should be assigned in these areas. Monies may also need to accumulate in order to accomplish a particular goal; therefore monies may be assigned to a particular element with the purpose of setting money aside for a long range project.

I cannot say enough about the increased involvement by our businesses and citizens in bringing these programs to the City and the CRA. Memberships in the North and South Historic Districts continue to increase thanks to the leadership of Roberta Correa and Elizabeth Van Rensburg, strong leadership and an open mindset by Main Street Committee Chairmen including Robert Taylor, Jerry Hafner and Sam Carr have seen many new projects be proposed and other projects that were contemplated be implemented. Downtown Palatka Inc.'s willingness to step up and take over the Promotions aspect of the program also cannot be overlooked. Sam Deputy and Angela Murtaugh continue to be strong advocates for the overall success of downtown. With this leadership, the countless volunteers that make-up each committee, the downtown merchants and owners; we are all excited about the prospects of 2011.

ATTACHMENT 1 – REPORT TO 9/30/10
PG 1 OF 7

Tax Increment Report as of 09/30/10
(10/01/2009 to 09/30/2010)

		Revenues	Expenditure	Balance		
Downtown Redevelopment						
Beginning Balance	**$ 864,487.03**					
REVENUE						
Downtown Redevelopment-County share		$195,105.45		$1,059,592.48		
Downtown Redevelopment-City Share		$196,777.49		$1,256,369.97		
Blue Crab Repayment		$15,000.00		$1,271,369.97		
EXPENDITURES						
Gray Robinson, PA			$112.50	$1,271,257.47		
Palatka Daily News			$1,328.60	$1,269,928.87		
Kimley-Horn & Associates			$13,831.98	$1,256,096.89		
Department of Community Affairs			$175.00	$1,255,921.89		
Michael Redd & Associates (Downtown Parking Study)			$17,692.00	$1,238,229.89		
Michael Redd & Associates (Riverfront Park & Pier Improvements)			$18,850.00	$1,219,379.89		
Creek Media (Larimer Projector)			$320.00	$1,219,059.89		
Blue Crab 2010			$49,014.99	$1,170,044.90		
BIG Program			$196,410.00	$973,634.90		
CBS Outdoor-Billboards			$12,600.00	$961,034.90		
Land Purchase			$49,941.75	$911,093.15		
Nameplates			$71.30	$911,021.85		
St. Patricks Day Parade Flyers			$325.00	$910,696.85		
DeSigns (Single Globe lamp posts matching downtown lamps)			$2,000.00	$908,696.85		
Sign at 3rd St. and Reid St.			$9,075.00	$899,621.85		
Downtown Lighting-Two lights in parking lot behind City Café			$850.00	$898,771.85		
Downtown Lighting-Change street lights to white from 3rd to Memorial			$6,600.00	$892,171.85		
GMB Engineers-St Johns Ave Traffic Study			$9,000.00	$883,171.85		
Riverfront Stormwater Management Fee-Universal			$2,400.00	$880,771.85		
Riverfront Stormwater Master Plan-Rourke			$15,397.48	$865,374.37		
Riverfront Development Permit			$100.00	$865,274.37		
Mary Lawson Hospital Mural			$2,650.00	$862,624.37		
Fireworks			$15,000.00	$847,624.37		
Transfer to Chamber			$2,700.00	$844,924.37		
Mainstreet Program			$7,500.00	$837,424.37		
Mainstreet Manager (Payroll)			$4,423.90	$833,000.47		
Moving Expense-Bob Trescott			$1,906.27	$831,094.20		
Balance				**$831,094.20**		

North Historic District						
Beginning Balance	**$ 250,634.03**					
REVENUE						
North Historic-County Share		$22,858.44		$273,492.47		
North Historic-City Share		$23,054.34		$296,546.81		
EXPENDITURES						
Nonprofit Paperwork			$1,262.50	$295,284.31		
Tropical Pavestones			$46,011.60	$249,272.71		
Advertising Reimbursement			$192.88	$249,079.83		
HIP (400 N. 3rd St., Painting M&L, check #1251)			$6,490.00	$242,589.83		
HIP (408 Madison Painting M&L, check #1254)			$2,800.00	$239,789.83		
HIP (408 Madison Contractor Mathe, check #1245)			$9,675.00	$230,114.83		
HIP (400 N. 3rd St., Contractor Mathe, check #1233)			$3,211.00	$226,903.83		
Balance				**$226,903.83**		

South Historic District						
Beginning Balance	**$ 202,684.87**					
REVENUE						
South Historic-County Share		$63,525.91		$266,210.78		
South Historic-City Share		$64,070.33		$330,281.11		
EXPENDITURES						
Actual Amount Spent						
Tilghman House			$42,991.20	$287,289.91		
HIP			$206,878.75	$80,413.16	$127,918.54	2009
HIP Advertising			$65.94	$80,347.22	$225,701.75	2010
Sign Repair and Landscaping			$589.66	$79,757.56	$353,620.29	Total
Bike Lanes			$2,066.80	$77,690.76	$361,800.00	Allocated
Hammock Hall Interior			$11,124.85	$66,565.91	$8,179.71	Remaining
Florida Pest Control (Hammock Hall)			$965.00	$65,600.91		
Murals			$7,411.26	$58,189.65		
Bank Balance				**$58,189.65**		
Allocated but unspent						
HIP (Signed Purchase Orders)			$18,825.00	$39,364.65		
HIP (Allocated but unassigned to any project)			$8,179.71	$31,184.94		
Historic Bronze Marker			$5,000.00	$26,184.94		
Hammock Hall Interior (remaining allocation)			$3,875.15	$22,309.79		
Balance				**$22,309.79**		

PG 2 OF 7 - REPORT FOR FY 2011

Tax Increment Report as of 12/6/2010
(10/01/2010 to 12/6/2010)

		Revenues	Expenditure	Balance
Downtown Redevelopment				
Beginning Balance	$ 831,094.20			
REVENUE				
Downtown Redevelopment-County share		$189,177.40		$1,020,271.60
Downtown Redevelopment-City Share		$190,798.64		$1,211,070.24
Blue Crab Repayment		$15,000.00		$1,226,070.24
EXPENDITURES				
Actual Amount Spent				
Mary Lawson Hospital Mural			$857.70	$1,225,212.54
				$1,225,212.54
				$1,225,212.54
Department of Community Affairs			$175.00	$1,225,037.54
				$1,225,037.54
				$1,225,037.54
				$1,225,037.54
				$1,225,037.54
BIG Program			$26,687.40	$1,198,350.14
CBS Outdoor-Billboards			$3,600.00	$1,194,750.14
				$1,194,750.14
				$1,194,750.14
				$1,194,750.14
Façade Grant			$7,222.50	$1,187,527.64
				$1,187,527.64
				$1,187,527.64
				$1,187,527.64
				$1,187,527.64
				$1,187,527.64
Riverfront Stormwater Master Plan-Rourke			$3,487.15	$1,184,040.49
				$1,184,040.49
				$1,184,040.49
				$1,184,040.49
Transfer to Chamber				$1,184,040.49
Mainstreet Program				$1,184,040.49
Mainstreet Manager (Payroll)				$1,184,040.49
				$1,184,040.49
Bank Balance				$1,184,040.49
Allocated but unspent				
				$1,184,040.49
Downtown Palatka Inc/Main Street Azalea start-up			$15,000.00	$1,169,040.49
County Courthouse Parking Area			$10,000.00	$1,159,040.49
Balance				$1,159,040.49

* ENCUMBERED FUNDS NOT SHOWN SEE COVER LETTER AND SUPPORT DOCUMENTATION ATTACHED

North Historic District				
Beginning Balance	$ 226,903.83			
REVENUE				
North Historic-County Share		$23,887.68		$250,791.51
North Historic-City Share		$24,092.40		$274,883.91
EXPENDITURES				
516 N 4th St (roofing Armstrong, check #1271)			$3,150.00	$271,733.91
417 N 4th St (roofing Armstrong, check #1272)			$10,200.00	$261,533.91
516 N 4th St (general contract Mathe, check #1268)			$2,275.00	$259,258.91
417 N 4th St (general contract Mathe, check #1282)			$3,896.00	$255,362.91
208 Madison St (general contract Mathe, check 1274)			$7,329.00	$248,033.91
516 N 4th St (painting M and L, check #1275)			$5,477.50	$242,556.41
208 Madison St (painting Alinu, signed PO)			$5,500.00	$237,056.41
600 N 3rd St (general contract Mathe, signed PO)			$3,830.00	$233,226.41
605 N 3rd St (general contract Mathe, signed PO)			$1,443.00	$231,783.41
600 N 3rd St (roofing Armstrong, signed PO)			$6,255.00	$225,528.41
417 N 4th St (painting Precision, signed PO)			$2,600.00	$222,928.41
Balance				$222,928.41

South Historic District				
Beginning Balance	$ 58,189.66			
REVENUE				
South Historic-County Share		$ 57,253.68		$115,443.33
South Historic-City Share		$ 57,744.34		$173,187.67
EXPENDITURES				
Actual Amount Spent				
HIP 603 Emmett St.			$4,200.00	$168,987.67
HIP 215 Dodge St.			$3,875.00	$165,112.67
HIP-703 Emmett St.			$4,550.00	$160,562.67
				$160,562.67
				$160,562.67
				$160,562.67
				$160,562.67
				$160,562.67
Bank Balance				$160,562.67
Allocated but unspent				
HIP (Signed Purchase Orders)			$24,555.00	$136,007.67
HIP (Allocated but unassigned to any project)			$10,824.71	$125,182.96
Historic Bronze Marker			$5,000.00	$120,182.96
Hammock Hall Interior (remaining allocation)			$3,875.15	$116,307.81
Balance				$116,307.81

201 N. 2nd Street
Palatka, FL 32177
Tel. (386) 329-0100
Fax (386) 329-0199

City of Palatka

Office of the City Manager

To: **CRA Board Members**

From: Woody Boynton, City Manager

Date: August 26, 2010

RE: Downtown Tax Increment Fund Report

Attached are two documents related to the Downtown Tax Increment Fund. Document No. 1 is an overview of expenditures to date, encumbered expenditures and anticipated expenditures. Document No. 2 was taken from the December 2010 CRA Annual Plan that proposed projects and capital expenditures for 2010.

As you can see from Document No. 1, the downtown tax increment fund will still have reserves totaling nearly $375,000 for fiscal year 2011. Although we began the year with a fund balance of nearly $1,271,000, over $500,000 has been spent on capital improvements, an additional $150,000 on planning, engineering and permitting associated with the riverfront, $50,000 on land purchases and another $100,000 on promotions. It has been a very successful year; the full return on this investment is yet to be realized.

I provided document No. 2 only for the information it presents, which is what we had envisioned our expenditures for 2010 to be. As you can see the main differences are costs associated with streetscape and infrastructure (a need for 2011 to match CDBG), and the cost associated with a Main Street Manager. It is my belief that many of our goals for 2010 will be accomplished.

PG 4 OF 7
Document #1

Tax Increment Report as of 08/25/10
(10/01/2009 to 08/25/2010)

		Revenues	Expenditure	Balance
Downtown Redevelopment				
Beginning Balance	$ 864,487.03			
REVENUE				
Downtown Redevelopment-County share		$195,105.45		$1,059,592.48
Downtown Redevelopment-City Share		$196,777.49		$1,256,369.97
Blue Crab Repayment		$15,000.00		$1,271,369.97
EXPENDITURES				
Gray Robinson, PA			$112.50	$1,271,257.47
Palatka Daily News			$1,328.60	$1,269,928.87
Kimley-Horn & Associates			$13,831.98	$1,256,096.89
Department of Community Affairs			$175.00	$1,255,921.89
Michael Redd & Associates			$36,542.00	$1,219,379.89
Creek Media (Larimer Projector)			$320.00	$1,219,059.89
Blue Crab 2010			$49,014.99	$1,170,044.90
BIG Program			$131,061.50	$1,038,983.40
CBS Outdoor-Billboards			$10,800.00	$1,028,183.40
Land Purchase			$49,941.75	$978,241.65
Nameplates			$71.30	$978,170.35
St. Patricks Day Parade Flyers			$325.00	$977,845.35
DeSigns (Single Globe lamp posts matching downtown lamps)			$2,000.00	$975,845.35
Sign at 3rd St. and Reid St.			$9,075.00	$966,770.35
Downtown Lighting-Two lights in parking lot behind City Café			$850.00	$965,920.35
Downtown Lighting-Change street lights to white from 3rd to Memorial			$6,600.00	$959,320.35
GMB Engineers-St Johns Ave Traffic Study			$9,900.00	$949,420.35
Riverfront Stormwater Management Fee-Universal			$2,400.00	$947,020.35
Riverfront Stormwater Master Plan-Rourke			$15,397.48	$931,622.87
Riverfront Development Permit			$100.00	$931,522.87
Mary Lawson Hospital Mural			$450.00	$931,072.87
Fireworks			$15,000.00	$916,072.87
Transfer to Chamber			$3,150.00	$912,922.87
Mainstreet Program			$7,500.00	$905,422.87
Mainstreet Manager (Payroll)			$4,423.90	$900,998.97
Moving Expense-Bob Trescott			$1,906.27	$899,092.70
Balance				**$899,092.70**

DOWNTOWN CRA
ENCUMBERED

MICHEAL REDD	72,000+/-
BIG PROGRAM	69,000+/-
BILLBOARDS	12,500+/-
RIVERFRONT STORMWATER	4,000+/-
PROMOTIONS	55,000+/-
FACADE (TO DATE)	40,000+/-
	$252,500

REQUESTED

FACADE	30,000
BIG	240,000
	$270,000

ACTUAL TOTAL:
$899,000
- 252,500
$646,500
- 270,000
TO BE CARRIED FORWARD $376,500+/-

North Historic District				
Beginning Balance	$ 250,634.03			
REVENUE				
North Historic-County Share		$22,858.44		$273,492.47
North Historic-City Share		$23,054.34		$296,546.81
EXPENDITURES				
Nonprofit Paperwork			$1,262.50	$295,284.31
Tropical Pavestones			$46,011.60	$249,272.71
Advertising Reimbursement			$192.88	$249,079.83
HIP (400 Madison Painting M&L signed PO, no expenditure)			$6,490.00	$242,589.83
HIP (408 Madison Painting M&L signed PO, no expenditure)			$2,800.00	$239,789.83
HIP (408 Madison Contractor Mathe, signed PO, no expenditure)			$9,675.00	$230,114.83
HIP (400 N. 3rd St., Contractor Mathe, signed PO, check #1233)			$3,211.00	$226,903.83
Balance				**$226,903.83**

South Historic District					
Beginning Balance	$ 202,684.87				
REVENUE					
South Historic-County Share		$63,525.91		$266,210.78	
South Historic-City Share		$64,070.33		$330,281.11	
EXPENDITURES					
Tilghman House			$42,991.20	$287,289.91	
HIP			$192,766.75	$94,523.16	$127,918.54 2009
HIP (Signed POs but unpaid)			$27,960.00	$66,563.16	$220,726.75 2010
HIP (Allocated but unassigned)			$13,154.71	$53,408.45	$348,645.29 Total
HIP Advertising			$65.94	$53,342.51	$361,800.00 Allocated
Sign Repair and Landscaping			$589.66	$52,752.85	$13,154.71 Remaining
Bike Lanes (Allocated, Unspent)			$3,000.00	$49,752.85	
Historic Bronze Marker (Allocated, Unspent)			$5,000.00	$44,752.85	
Hammock Hall Interior (Allocated, Unspent, $3,400+47.85+3460 spent)			$15,000.00	$29,752.85	
Florida Pest Control (Hammock Hall)			$965.00	$28,787.85	
Murals			$7,411.26	$21,376.59	
Balance				**$21,376.59**	

It should be noted that approval of the above assigned funding does not preclude each District from modifying their request. It simply indicates that a plan for the upcoming year has been developed. Assignment of funds is a fluid process and will change as projects are completed and/or new projects are proposed. In addition, the above does not include projects and/or the funding associated with the projects that were already approved in 2009. For example, the South Historic District still has a nominal financial obligation on the Tilghman House renovations ($43,000) obligations associated with the 2009 Home Improvement Grant Program ($132,000) and a bronze historical marker ($5,000) for the District. The North Historic District currently has obligated $50,000 to a brick apron paver project.

Central Business District

Under direction of the City of Palatka, Kimley-Horn and Associates, Inc. conducted a Needs Assessment of the Community Redevelopment Area (CRA) Central Business District (CBD). This Needs Assessment highlighted critical elements of this district that need to be addressed with regards to improvements. Because of the time involved in completing this Needs Assessment Report and the combined efforts of the Main Street Program and Downtown Palatka Inc. to put forth a program that would benefit the downtown area, major redevelopment issues and/or major funding initiatives were not accomplished last year. The Needs Assessment Report has now been completed and the structure outlined in the Report will be implemented in 2010. In addition, the Main Street Program in concert with Downtown Palatka Inc. has put forth a Building Improvement Grant Program that will also be implemented in 2010. With these two accomplishments we look forward to 2010 with a new vision to the rebirth of downtown.

I believe the proposed assignment of money is indicative of the needs of the Central Business District. Although, I have not had any formal discussions with any individual or agency, I have attended many meetings in which the same concerns were voiced. These include parking, economic development, infrastructure, marketing of the downtown area as well as having a plan for the future of the downtown area. In addition some of the expenditures are recurring costs and/or already approved.

The following is a listing of critical elements noted in the Needs Assessment and assigned funding:

Land Use and Zoning	$ 0.00	
Directional Signage and Way-finding	$ 50,000.00	
Streetscape and Infrastructure	$150,000.00	
Parking	$150,000.00	
Design Guidelines	$200,000.00	
Historic Preservation	$ 0.00	
Riverfront, Parks and Open Space	$ 50,000.00	
Public Investment Properties	$ 0.00	
Public Involvement	$ 0.00	
Marketing	$110,000.00	
Additional Economic Development Funding Mechanisms	$400,000.00	
		$1,110,000.00

Pre-approved and/or Recurring costs include the following:

Legal fees (est.)	$ 10,000.00	
Riverfront Master Plan	$ 60,000.00	
Mainstreet Manager (est.)	$ 70,000.00	
		$140,000.00

Total: $1,250,000.00

201 N. 2nd Street
Palatka, FL 32177
Tel. (386) 329-0100
Fax (386) 329-0199

City of Palatka

Office of the City Manager

To: **CRA Board Members**

From: Woody Boynton, City Manager

Date: October 6, 2010

RE: Downtown Tax Increment Fund Report

Attached are the balances for each of the Tax Increment Funds (TIF). Each is up to date with expenditures. The South Historic District entries also provide a detail of expenditures allocated but unspent. These balances will be revised accordingly when the Annual Budget is prepared. The North Historic District balance does not include any encumbrances at this time.

The Downtown Redevelopment balance does not include a summary of monies allocated but unspent. They are as follows:

Michael Redd &Associates (Riverfront Park and Pier Improvements)	$ 72,000
Building Improvement Grant (BIG) Program	$240,000
Billboards	$ 10,000
Riverfront Stormwater Master Plan (Michael Rourke)	$ 4,000
Promotions	$ 55,000
Façade Program	$ 70,000
	$451,000

This would leave a balance of approximately $380,000 in the Downtown Redevelopment TIF to be carried forward. I provide this information so that as we look forward to the annual assignment of tax increment funds, you as a Board will have a better understanding of how the funds have been spent this year and provide you with information on how funds may be spent for next fiscal year. Should you have any questions on next year's budget or would like to provide me with your thoughts on next year's budget please schedule a meeting and we can discuss. I will be presenting the annual assignment of funding at the December 9th meeting.

The South and North Historic District's will submit a budget allocation request for the upcoming fiscal year. This budget request will be voted on by the District and minutes of the meeting where the budget was formally approved will be submitted with the request. As always, each of these requests is tentative and each District can come back before the CRA Board and request that monies be reallocated.

The Downtown Redevelopment budget is prepared by myself with input from the CRA Board, Main Street, Downtown Palatka Inc. as well as other interested parties that may be deserving of consideration (Conlee-Synder Mural Committee is an example). This budget is then presented to the CRA for approval. In some instances the money is set aside in broader categories and a program is developed for CRA approval prior to money being expended (The BIG Program is an example). I look forward to your input and another successful year for the CRA program.

Tax Increment Report as of 09/30/10
(10/01/2009 to 09/30/2010)

		Revenues	Expenditure	Balance		
Downtown Redevelopment						
Beginning Balance	$ 864,487.03					
REVENUE						
Downtown Redevelopment-County share		$195,105.45		$1,059,592.48		
Downtown Redevelopment-City Share		$196,777.49		$1,256,369.97		
Blue Crab Repayment		$15,000.00		$1,271,369.97		
EXPENDITURES						
Gray Robinson, PA			$112.50	$1,271,257.47		
Palatka Daily News			$1,328.60	$1,269,928.87		
Kimley-Horn & Associates			$13,831.98	$1,256,096.89		
Department of Community Affairs			$175.00	$1,255,921.89		
Michael Redd & Associates (Downtown Parking Study)			$17,692.00	$1,238,229.89		
Michael Redd & Associates (Riverfront Park & Pier Improvements)			$18,850.00	$1,219,379.89		
Creek Media (Larimer Projector)			$320.00	$1,219,059.89		
Blue Crab 2010			$49,014.99	$1,170,044.90		
BIG Program			$196,410.00	$973,634.90		
CBS Outdoor-Billboards			$12,600.00	$961,034.90		
Land Purchase			$49,941.75	$911,093.15		
Nameplates			$71.30	$911,021.85		
St. Patricks Day Parade Flyers			$325.00	$910,696.85		
DeSigns (Single Globe lamp posts matching downtown lamps)			$2,000.00	$908,696.85		
Sign at 3rd St. and Reid St.			$9,075.00	$899,621.85		
Downtown Lighting-Two lights in parking lot behind City Café			$850.00	$898,771.85		
Downtown Lighting-Change street lights to white from 3rd to Memorial			$6,600.00	$892,171.85		
GMB Engineers-St Johns Ave Traffic Study			$9,000.00	$883,171.85		
Riverfront Stormwater Management Fee-Universal			$2,400.00	$880,771.85		
Riverfront Stormwater Master Plan-Rourke			$15,397.48	$865,374.37		
Riverfront Development Permit			$100.00	$865,274.37		
Mary Lawson Hospital Mural			$2,650.00	$862,624.37		
Fireworks			$15,000.00	$847,624.37		
Transfer to Chamber			$2,700.00	$844,924.37		
Mainstreet Program			$7,500.00	$837,424.37		
Mainstreet Manager (Payroll)			$4,423.90	$833,000.47		
Moving Expense-Bob Trescott			$1,906.27	$831,094.20		
Balance				**$831,094.20**		

North Historic District						
Beginning Balance	$ 250,634.03					
REVENUE						
North Historic-County Share		$22,858.44		$273,492.47		
North Historic-City Share		$23,054.34		$296,546.81		
EXPENDITURES						
Nonprofit Paperwork			$1,262.50	$295,284.31		
Tropical Pavestones			$46,011.60	$249,272.71		
Advertising Reimbursement			$192.88	$249,079.83		
HIP (400 N. 3rd St., Painting M&L, check #1251)			$6,490.00	$242,589.83		
HIP (408 Madison Painting M&L, check #1254)			$2,800.00	$239,789.83		
HIP (408 Madison Contractor Mathe, check #1245)			$9,675.00	$230,114.83		
HIP (400 N. 3rd St., Contractor Mathe, check #1233)			$3,211.00	$226,903.83		
Balance				**$226,903.83**		

South Historic District						
Beginning Balance	$ 202,684.87					
REVENUE						
South Historic-County Share		$63,525.91		$266,210.78		
South Historic-City Share		$64,070.33		$330,281.11		
EXPENDITURES						
Actual Amount Spent						
Tilghman House			$42,991.20	$287,289.91		
HIP			$206,876.75	$80,413.16	$127,918.54	2009
HIP Advertising			$65.94	$80,347.22	$225,701.75	2010
Sign Repair and Landscaping			$589.66	$79,757.56	$353,620.29	Total
Bike Lanes			$2,066.80	$77,690.76	$361,800.00	Allocated
Hammock Hall Interior			$11,124.85	$66,565.91	$8,179.71	Remaining
Florida Pest Control (Hammock Hall)			$965.00	$65,600.91		
Murals			$7,411.26	$58,189.65		
Bank Balance				**$58,189.65**		
Allocated but unspent						
HIP (Signed Purchase Orders)			$18,825.00	$39,364.65		
HIP (Allocated but unassigned to any project)			$8,179.71	$31,184.94		
Historic Bronze Marker			$5,000.00	$26,184.94		
Hammock Hall Interior (remaining allocation)			$3,875.15	$22,309.79		
Balance				**$22,309.79**		

ATTACHMENT 2
S. HISTORIC DISTRICT
PG 1 OF 1

Southside Historic Neighborhood Association
PO Box 2507
Palatka, Florida 32178

September 21, 2010

Woody Boynton
Palatka City Manager
201 North 2nd Street
Palatka, FL 32177

Re: Southside TIF Funds Budget (January 2011-December 2011)

Dear Mr. Boynton:

The Southside Historic Neighborhood Association (SHNA) anticipated South TIF District expenditures through December, 2011 are listed below:

1. Continuation of the TIF/HIP> $80,000.00
2. "Live Here, Work Here" program using Kissimmee's format as a model (development & implementation TBD)> $20.000.00
3. *Purchase of a pedestrian kiosk (SHNA's participation in the Main Street Program Wayfinding and Signage effort throughout the city)> $5,000.00

This budget is based on the 2011 estimated TIF revenue amount of $115,000.00. Beyond these expenditures, a balance of approximately $16,309.00 in non-allocated monies would remain in the South TIF District account.

*Item number #3 is an approved expenditure from the 2009 South TIF District budget previously allocated for a bronze colored historic marker.

Sincerely,

Roberta Correa
SHNA President
roberta@shna.net

cc: Matt Reynolds, Palatka Finance Director

ATTACHMENT 3
N. HISTORIC DISTRICT
PG 1 OF 4

PALATKA HISTORIC NORTHSIDE NEIGHBORHOOD ASSOCIATION AGENDA

SEPTEMBER 27, 2010

CALL TO ORDER

READING AND APPROVAL OF MINUTES

TREASURE'S REPORT

CONSENT AGENDA - none

OLD BUSINESS

TIFF/HIP Program opens to homesteaded property owners- Program overview by guest speaker Robbi Correa. Question and Answer session to follow.

PHNNA 2011 Projected TIFF Revenue – Budget for City of Palatka

NEW BUSINESS

OPEN DISCUSSION

ADJOURN

PALATKA HISTORIC NORTH SIDE NEIGHBORHOOD ASSOCIATION

September 27, 2010- Meeting Minutes

The City Hall Meeting was called to order at 6:30 p.m.

Present: Mike Tarter, Sue Cothron, Tricia Wood, Kathleen Patricia, Holly Schoeppel, Kingsley Plimpton, Coenraad & Elizabeth Van Rensburg, Annie Svetlik, Joann Vreen, Chris McDaniel, Julie Warwick, La'Ronda Anderson, James Green, Tom & Denise Townsend, Alice Adams, Mercedes Mandarville, Lainie Horanitz, Vivian Jackson, Tony Harwell.

The minutes of August meeting were read aloud and unanimously approved. (1st Tom/2nd Kathleen)

Treasurer's report was given and unanimously approved. Awaiting Sales Tax Exempt from Tallahassee; (1st Kathleen/2nd Chris), Balance per checkbook $1,999.63.

Old Business

TIFF/HIP Program- Applications given out- to be mailed in. 1st come-1st serve, may play lottery. Guest speaker **Robbi Correa**-open up for discussion-Question and Answers

PHNNA 2011 Projected TIFF Revenue-Estimated County Share (2011) $23,888; Estimated City Share (2011) $24, 092 Total: Estimated $50,000. **14 votes yes to place revenue into current TIFF funding and members are able to change directions of $50,000 later and unanimously approved (1st Tom/2nd Coenraad).**

OPEN DISCUSSION

ADJOURN- at 7:40p.m. (1st Katherine/2nd Coenraad)

Respectfully Submitted

La'Ronda Anderson

PALATKA HISTORIC NORTH SIDE NEIGHBORHOOD ASSOCIATION

August 30, 2010- Meeting Minutes

The City Hall Meeting was called to order at 6:30 p.m.

Present: Daniel Zeim, Sue Cothron, Tricia Wood, Kathleen Patricia, Holly Schoeppel, Kingsley Plimpton, Coenraad Van Rensburg, Annie Svetlik, and La'Ronda Anderson.

The minutes of July meeting were read aloud and unanimously approved. (1st Kathleen/2nd Holly)

Treasurer's report was given and unanimously approved. (1st Coenraad/2nd Annie) Balance per checkbook $1,999.63.

Old Business

2010 Holiday Home Tour- December 4th

Hospitality - National Night Out

Officer Reeves stated that National Night Out went smooth. Open up for discussion: things that could have been done differently; someone to direct the traffic, more word out into the newspapers and etc., and louder speakers for the music. Concerns regarding the neighborhood: problems with young-middle age bicyclers in the neighborhood, 3rd and 4th street need more Police Watch.

New Business

September 27th-TIFF/HIP Program opens to homesteaded property owners-applications available on September 27th.

Budget 2011 TIFF Revenue Neighborhood Watch Signs

Petition for 4 way stops at Main Street intersections 2nd, 3rd, & 4th Street

OPEN DISCUSSION

ADJOURN- at 7:00p.m. (1st Katherine/2nd Coenraad)

Respectfully Submitted

La'Ronda Anderson

PALATKA HISTORIC NORTH SIDE NEIGHBORHOOD ASSOCIATION

P.O. BOX 2536 * PALATKA, FLORIDA 32178

September Newsletter

The PHNNA welcomes its' new members...

Alice & Donnie Adams

From the President's Pen.

Dear Northsiders,

Our Sept 27th meeting will mark the start of opening the TIFF/HIP program to homeowners on the Northside. If you fall within the boundaries of the program, have resided in your house for at least one year and your property is homesteaded, you are eligible to apply for these funds. It is important that you fully understand this program before you apply. Robbi Correa, President of SHNA has kindly agreed to give an overview of the program, followed by a question and answer session. This will be the first opportunity to pick up an application packet. After that, they will be available at City Hall or can be mailed to you if you send a self addressed, stamped (postage $2.00) manila envelope to PHNNA, P O Box 2536, Palatka, Fl 32178. Once you understand the program and what it does and does not do, please submit your application it to PHNNA at the above address. Completed applications will be acted on in the order that they are received. A great deal of volunteer time is involved in administering this program - therefore we ask that if you are not already a member of PHNNA, you become one. This is not, however, a requirement.

Also on the agenda is the adoption of our 2011 Budget of TIFF Funds. Do we want to apply the 2011 funding (approximatly 50K) to the TIFF/HIP Program? Or would we rather use the funds for other projects... Tree planting/beautification, amenities at Fred Green Park, new signage for the Northside... our members will decide!

I can't stress enough how important it is that you join us on Mon, Sept 27th, 6:30pm at City Hall- you'll leave the meeting with all the knowledge you'll need to take part in the TIFF/HIP program.

I'm looking forward to seeing you there!

Elizabeth van Rensburg,President, PHNNA

2010 Membership Meetings
(6:30pm @ City Hall)
Sept 27, Oct 25, Nov 29 and Dec 27

Northside Community Yard Sale

Mark your calenders! Sat, Nov 13th the PHNNA will host a yard sale for members and friends. Got stuff? Here's the ticket to turn it into cash. Eight foot tables will be furnished at no cost to members of the Association on a first come first serve basis. Space is limited so advance Reservations are required. Contact Annie Svetlik at 386.916.7955 for all the details!

National Night Out A Huge Success

Many thanks to everyone who helped at this city wide PHNNA co-sponsored event! Yes it was 100 degrees at Fred Green Park but over 200 folks came out to celebrate none the less. The children loved the waterslide we rented with donated funds and we all enjoyed the hot dogs and cookie dough ice cream! An overall success!!

PHNNA Social

The PHNNA will be holding its first neighborhood social during the month of October. Watch for your invitation, and call or email Lainie Horowitz if you are interested in helping. lainiewitz@yahoo.com/904-377-7339

ANNOUNCEMENTS!!!!!!

The Historical Society of Interlachen presents The Quilters of Putnam County on Nov 5 & 6,10-4pm at the Interlarchen Hall & Mueum at 215 Atlantic Ave /$5.00 adm. For more info call Jean Russell at 386.684.0103.

River City Players presents: The Odd Couple (Female Version) at the Larimar, Nov 7-10th. For details visit www.rivercityis.us or email rivercityis.us@gmail.com.

This month's 3rd Friday Art Walk is shaping up to be quite an event. Sept 17th from 6-9pm head to St. Johns Ave and "Get Down in Downtown Palatka" to live music and lots of fun! Don't forget to stop by Ruby Slippers and Gypsy Palaces grand opening!

Agenda Item

5

RESOLUTION NO. 8 – 84

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA; AUTHORIZING A LEASE AGREEMENT BETWEEN E-Z-GO AND PALATKA GOLF CLUB; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A LEASE-PURCHASE AGREEMENT WITH PNCEF, LLC, DBA PNC EQUIPMENT FINANCE IN THE AMOUNT OF $194,000.54 TO FINANCE THE LEASE OF FIFTY-FOUR (54) 2011 EZGO TXT 48 V ELECTRIC GOLF CARTS; AND OTHER ACTION IN CONNECTION WITH THE DELIVERY OF SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Palatka, Florida (the "City") has authorized the renewal of a lease between Palatka Golf Club and EZGo Division of Textron, Inc. for fifty-four golf carts; and

WHEREAS, the City has determined to finance the lease of said golf carts through PNC Equipment Finance, as agent for EZGO, in the amount of $194,000.54 over a term of fifty-five (55) months.

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

Section 1. EZGO LEASE AGREEMENT AUTHORIZED: That a lease agreement between EZGO and the Palatka Golf Club is hereby authorized to be renewed and executed in a manner consistent with Florida law;

Section 2. PNC EQUIPMENT FINANCE AGREEMENT AUTHORIZED: That Lease Number 142164000 between PNC Equipment Finance and the City of Palatka in the amount of $194,000.54 is hereby awarded as per the Terms of Agreement, Resolution and Certificate of Incumbency attached hereto as Exhibit A;

Section 3. DELIVERY OF NOTE AUTHORIZED. The Mayor and the City Clerk, on behalf of the City, are hereby authorized and directed to execute the Lease when prepared and deliver the same to PNC Equipment Finance. The Mayor, City Clerk, attorney for the City, and City Manager are each designated agents of the City in connection with the issuance and delivery of the Lease and Financing Agreements, and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents or contracts, including but not limited to the Lease Agreement and Resolution and Certificate of Incumbency, on behalf of the City which are necessary or desirable in connection with the execution and delivery of the Lease and which are not inconsistent with the terms and provisions of this resolution.

Section 4. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 9th day of December, 2010.

CITY OF PALATKA, FLORIDA

(SEAL)

By: _____
Karl N. Flagg
Mayor

ATTEST:

_____
Betsy J. Driggers
City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
Donald E. Holmes
City Attorney

BWGD-Management, Inc.

T2 Golf

Memo

To: **Mr. Woody Boynton**
City of Palatka, Palatka Golf Club

From: **BWGD-Management, Inc.**
Bobby Weed, ASGCA
Ty Day, PGA

Regarding: Golf Car Recommendation

Date: November 29, 2010

Dear Mr. Woody Boynton,

This package represents the recommendation for new golf cars at the Palatka Golf Club. As contained within this recommendation we have researched many options in regards to what would be the best position for the City of Palatka and Palatka Golf Club. The following package contains the following:

1. Evaluation of current fleet and pricing to terminate lease.
2. Competitive proposals from the three largest golf car manufacturers.
3. Table of scenarios on fleet composition for any cost savings possibility.
4. Recommendation and supporting data.

We have reviewed and extensively researched all options and resources available to us in the golf car industry. We feel this is the best recommendation supported by the data we have at this time.

Please feel free to ask any questions and we may also review as we will be on property on November 29 – December 2, 2010.

With regards,

Bobby Weed, ASGCA

Ty Day, PGA

10/28/2010 Palatka Golf Club Eric Keister Labor Rate $85 Per hour

FLEET EVALUATION

Car #	Serial Number	Comments	Parts	Labor	Cost
45	2537034				
29	2537048	Rear Body Damage & rear bumper			
27	2537055		$550.98	$213	
47	2537074	Minor front cowl scratches			
17	2537050	Minor front cowl scratches			
18	2537045	Minor front cowl scratches			
23	2537103				
48	2537060	Missing Front E-Z-GO plate, Rear body & Bumper damage			
49	2537062		$550.98	$213	
40	2537037				
39	2537099	Front body scratches			
15	2537051				
34	2537098	Rear body Damage			
25	2537067		$536.00	$212.50	
33	2537035				
4	2537032				
28	2537057	Rear Bumper			
8	2537039	Rear Bumper	$14.98		
35	2537078		$14.98		
46	2537093	Front body damage due to windshield, Rear body damage			
42	2537049		$369.00	$127.50	
37	2537058	Rear body Damage due to sand bucket falling and riding on fender & rear bumper burnt	$550.98	$213	
19	2537036				
30	2537052	Rear Bumper			
53	2537042	Broken seat back frame bolts	$14.98		
41	2537044	Spun rear hub	$100.00	$85.00	$185.00
12	2537108	Rear Bumper	$45.98	$42.50	$88.48
36	2537059	(Not in quote Front body damage)& Missing 4 batteries & Steering rack broken	$14.98		
2	2537041		$673.00	$85.00	$758.00
52	2537037	Steering rack broken			
14	2537026	Not in service and Don't know why	$277.00	85	$362.00
32	2537038	Missing all 6 batteries, Rear hub spun & Rear bumper			
3	2537043	missing 2 batteries & rear body damage	$640.00	$42.50	$682.50
51	2537089	Spun rear hub	$198.00		$198.00
7	2537069	Steering rack broken	$45.98	42.5	$88.48
11	2537094	Rear body damage	$277.00	85	$362.00
1	2537040	Rear Body Damage & rear bumper	$536.00	$212.50	
26	2537088	Rear Body Damage & rear bumper	$550.98	$213	
5	2537104	Rear Body Damage & rear bumper	$550.98	$213	
6	2537083	Rear Body Damage & rear bumper	$550.98	$213	
54	2537047		$550.98	$213	
		13 cars on course and unable to check them 1 car listed above but don't know the problem.			
		12 cars have dead or missing chargers	$288.00	12	$3,456.00
		7 cars have broken or missing windshields			
		1 hour labor for the 12 battery replacements		$85	$85

	Cost	Repair time
Rear Wheel Hub	$45.98	0.5
Charger	$288.00	
Rear body	$536.00	2.5
Front body	$369.00	1.5
Rear bumper	$14.98	
Steering Rack	$277.00	1
Batteries	$99.00	0.25

Total to make cars ready for season.	$6,265.46

A Textron Company

Lease Agreement between E-Z-GO and Palatka Golf Club

E-Z-GO proposes the following Municipal lease options:

Quantity	Model	Year	Term	Net Payment Per Car	Net Monthly Payment	Balloon per car at the end of the term
54	TXT 48	2011	54 Months	$58.72	$3,170.88	$1,050

Included Accessories: Any change to the accessory list must be obtained in writing at least 45 days prior to the production date.		
	Color - Champagne or Hunter Green	Message Holders
	Tan or Oyster Sun Tops	Divot Buckets
	Split Windshields	Tan or Oyster Seats
	Two numbers per car	Custom Logos
	1 Tow bar	Parts package
		(Current) Club Covers

All Trades must be in Fleet running condition. Cars that are not running, have missing equipment or excessive damage will be adjusted accordingly. All electric cars must have working chargers

Lease Program Details:
Payment Schedule Terms:
Payment Months: January - December each year.

Delivery: December 1st 2010 **First Payment:** January 1st 2011

E-Z-GO, at its discretion reserves the right to offer Palatka GC an early fleet roll option twelve months prior to the termination of the lease. Palatka GC would need to enter into a new lease with E-Z-GO and the existing account must be current and credit approved.

E-Z-GO will agree to terminate the current Textron Financial Lease (Schedule #1020151-001-00) after the November 15th 2010 payment is made. The lease must be current on all charges. By terminating after the November payment and the first payment on the new lease starting in January, Palatka GC will save the December 2010 lease payment. **This is a savings of $3,213**.

With agreement to one of the above new car fleet options, E-Z-GO will agree to absorb the repair cost for the current fleet based on the fleet evaluation dated 10-26-10 (attached). Any additional damages will be charged to the City of Palatka at E-Z-GO's cost to repair. **This will save the City of Palatka over $6,200 in make ready cost for the upcoming busy season.**

Prices and terms quoted are those in effect at the time of quotation. Applicable state, local taxes and insurance are not included. All pricing and trade values are contingent upon management and credit approval.

_____ Seasonal cars can be provided for $80 per car per month plus $50 per car for transportation. The months these seasonal cars will be in use is from _____ to _____.

By accepting this proposal the City of Palatka accepts the terms of the 2011 E-Z-GO fleet car warranty (attached)

Palatka Golf Club		E-Z-GO	
Accepted By:	_____	Accepted By:	Eric Keister
Title:	_____	Title:	Sales Representative
Date:	_____	Date:	11/24/2010

E-Z-GO

A Textron Company

Warranty Comparison

	E-Z-GO	E-Z-GO	Club Car	Club Car	Yamaha
Model	RXV	TXT 48	Precedent	DS	Drive
Type	Limited	Limited	Limited	Limited	Limited
Term	4 Years	4 Years	4 Years	4 Years	4 Years
Guarantee	36 Holes/Day	36 Holes/Day	36 Holes/Day	36 Holes/Day	36 Holes/Day
Batteries - Whatever comes first					
Number of rounds	1200	1000	1000	800	1000
Amp/Hours	23000	20000	20000	16000	20000
Coverage					
Frame	Lifetime	Lifetime	Lifetime	Lifetime	1 - Year
Suspension	4 - Year	4 - Year	4 -Year	4 -Year	1 - Year
Gas Engine	3 - Year	3 - Year	3 - Year	3 - Year	4 - Year
Electric Motor	4 - Year	4 - Year	3 - Year	3 - Year	4 - Year
Pedals	4 - Year	4 - Year	4 - Year	4 - Year	1 - Year
Cables/Controls	4 - Year	4 - Year	4 - Year	4 - Year	2 - Year
Seats	4 - Year	4 - Year	4 - Year	4 - Year	1 - Year
Canopy	4 - Year	4 - Year	4 - Year	4 - Year	1 - Year
Bumpers	3 - Year	3 - Year	3 - Year	3 - Year	1 - Year
Floormats	2 - Years	2 - Years	2 - Year	2 - Year	1 - Year
Controller & charger	4 - Year	4 - Year	4 - Year	4 - Year	4 - Year
Transaxle	3 - Year	3 - Year	3 - Year	3 - Year	4 - Year
Brakes	4 - Year	4 - Year	NA	NA	1 - Year
Steering (Colum & Gearbox)	4 - Year	4 - Year	4 - Year	4 - Year	1 - Year
Bag Carrier	2 - Year	2 - Year	2 - Year	2 - Year	1 - Year
Electrical System	2 - Year	2 - Year	2 - Year	2 - Year	2 - Year
Accessories	2 - Year	2 - Year	2 - Year	1 - Year	1 - Year

YAMAHA

YAMAHA MOTOR MANUFACTURING CORPORATION OF AMERICA

Yamaha Golf Car Company
Proposal for Palatka Golf Club

(42) 2011 White Yamaha Drive Gas/Electric Golf Cars

Optional Equipment Ordered Golf Cars:

1 Sand Bucket	Number Decals	Information Holders
Split Windshield	Wheel Covers	Logos
Tops		

Lease Pricing

Lease pricing includes all above listed vehicles and accessories. First payment would be due on the 1st day of September 2010.

44 month Electric lease @ $61.53 per car per month (12 month pay)
54 month Electric buy-out @ $53.61 pcpm (12 month pay) $1,050 buy-out per car at end of term.

44 month Gas lease @ $53.26 pcpm (12 month pay)
54 month Gas buy-out @ $46.60 pcpm (12 month pay) $1,475 buy-out per car at end of term.

Yamaha Golf Car Company will guarantee the buyback option at the end of the above mentioned conditional sales contracts toward the purchase or lease of a like new fleet of Yamaha gas or electric golf cars.

Warranty/Service

Palatka Golf Club will receive a four-year 20,000 amp hour limited warranty on the Yamaha Drive (see attached warranty). Yamaha has an authorized service Technician that will be responsible for all service/warranty work requested. Refer to the attached warranty documents for additional guidelines.

1000 GA Highway 34 East • Newnan, GA 30265-1320 • (770) 254-4000 • Fax (770) 254-4321

LEASE PROPOSAL LEVEL PAYMENT

Club Car's proposes to lease to Palatka Golf Club new 2010 golf cars equipped as stated on the quotation (specification) sheet. The lease rates are based on the first payment being made at the time of delivery of the equipment and subject to normal credit approval.

LEVEL PAYMENT GAS or ELECTRIC
(12 Monthly Payments Per Year)

TERM	RATE PER CAR PER MONTH
*44 Months	$90.42 (Capital Lease/Club owns the cars at end of term)
*54 Months	$60.73 (Club can purchase the golf cars for $1150 at end of term)

***PLEASE NOTE SPECIAL CONSIDERATIONS PAGE**

Documentation costs, filing fees, stamps or any other costs associated with the documents are the responsibility of the club and due upon delivery of the cars.

The above quoted rates are valid for acceptance within 30 days.

Palatka Golf Club	CLUB CAR, INC.
By:_____	By: Danny Eckles
Title:_____	Title: Territory Sales Manager
Date: _____	Date: April 2, 2010

Palatka Golf Car Recommendation
Scenarios on Fleet Composition

Background information true to all and applied to all scenario's

1. New golf car price is $58.72 per car/per month
2. Rental fleet car price is $80 per car/per month
3. One time seasonal rental fleet delivery charge is $50 per car*

Scenario A – No rental fleet

Option	Description	Cars	Mth Amount	Year Amount	Total Amt/ Savings
A-1	New Cars	54	$3,170	$38,040	0

Advantages:

1. Consistent, reliable and safe fleet

Risks:

1. No cost savings

Scenario B – 6 month rental fleet from October – March

Option	Description	Cars	Mth Amount	Year Amount	Total Amt/ Savings
B-1	New Cars	54	$3,170	$38,040	0
B-2	New Cars	42	$2,466	$29,592	$35,592
	Rental Cars	12	$960	$6,360*	($2,448)
B-3	New Cars	30	$1,761	$21,132	$33,852
	Rental Cars	24	$1,920	$12,720*	(4,188)

Advantages: B-2 or B-3

1. Savings in B-2 or B-3

Risks: B-2 or B-3

1. Additional wear on fleet in 6 months
2. Fleet appearance will be inconsistent
3. May have additional expense for a rental Fleet if an event books in 6 months of Just a limited fleet

Scenario C – 5 month rental fleet from November – March

Option	Description	Months	Mth Amount	Year Amount	Total Amt/ Savings
C-1	New Cars	54	$3,170	$38,040	0
C-2	New Cars	42	$2,466	$29,592	$34,992
	Rental Cars	12	$960	$5,400*	($3,048)
C-3	New Cars	30	$1,761	$21,132	$31,932
	Rental Cars	24	$1,920	$10,800*	(6,108)

Advantages: B-2 or B-3

1. Savings in B-2 or B-3

Risks: B-2 or B-3

1. Additional wear on fleet in 6 months
2. Fleet appearance will be inconsistent
3. Additional outing rental expense in 7 mths

Palatka Golf Car Recommendation
Final Recommendation

Contained below you will find our recommendation and supporting information that made our decision:

Golf Car: EZ-GO TXT 48

Fleet Composition: 54 Golf Cars

Basis of Decision: Based on the scenarios contained on the previous page we feel the savings do not outweigh the risks of going with a mixed fleet. We feel the general appearance of a mixed fleet (old cars and new cars), the possible double use of golf cars during the non-rental season will lead to excess wear and tear, and the exposure of the facility renting additional cars to cover a golf outing in the non-rental months justifies the purchase of a new golf car fleet.

Justification of Manufacturer: During our competitive bid process you will see in this proposal and also at the table below EZ-GO was not the lowest bid. Taking the additional information and significantly the use of the rain umbrellas, damage to existing fleet and the 1st payment savings justifies the recommendation of EZ-GO. The below table shows the total price of a fleet that is exactly the representative of each other if one manufacturer was purchased over another.

Manufacturer	Price per car + Buy Out	A –Total Lease Cost	B - Buy Out	C - Umbrella	D - Damage	E - Savings of 1st Payment	Cost of Fleet over 54 months
EZ-GO	$58.72+$1,050	$171,227	$0	$0	$0	-$3,213	$168,014
Yamaha	$53.61+$1,050	$156,326	$13,500	$5,400	$6,200	$0	$181,426
Club Car	$60.73+$1,150	$177,088	$18,900	$5,400	$6,200	$0	$207,588

A = Price per car x # of cars x months of lease = Total Price of Car
B = Quoted manufacturer buy out less $800 x # of cars = Actual Charge
D = Actual Charge
E = Actual Charge

PNC
EQUIPMENT FINANCE

November 24, 2010

Lease Number 142164000

City of Palatka
Attn: Ty Day
210 North Second Street
Palatka, FL 32077

Dear Mr. Day;

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease –Purchase Agreement - Please have the Authorized Signor execute the documents and provide their title
  Opinion of Counsel - Please have your attorney sign and provide the name of the law firm, if applicable
  Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**
  Schedule of Payments – Please sign and provide the title of the signor.

- Resolution-Certificate of Incumbency- List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.

- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.

- IRS Form 8038-G– Please sign, date and include the title of the signor

- **Sales Tax Exemption Certificate – Please return a copy with the documents.**

- Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.

Please return the documents to PNCEF, LLC, dba PNC Equipment Finance, Attn: Grace Sandlin 995 Dalton Avenue, Cincinnati, OH 45203 in the postage paid envelope enclosed.

PNCEF, LLC, dba PNC Equipment Finance, in its sole discretion, reserves the right to adjust the payment factors in the enclosed documentation to reflect any changes in market conditions up to the date of funding.

Our goal is to ensure that you receive the lowest payment available. Therefore, it is important that the documents are completed and returned by 12/24/10.

If you have any questions please contact Grace Sandlin at (513) 455-7464.

Sincerely,

Nancy Elkus
Documentation Specialist

Lease-Purchase Agreement

Dated as of November 24, 2010
Lease Number 142164000

Lessor: PNCEF, LLC, dba PNC Equipment Finance
995 Dalton Avenue
Cincinnati, OH 45203

Lessee: LESSEE FULL LEGAL NAME
City of Palatka
210 North Second Street
Palatka, FL 32077

FEDERAL TAX ID
596000401

Equipment Description: **See attached Certificate of Acceptance for Equipment Description**

Rent Payment Schedule: Lease Term is for 55 months, with Rent payments due in Arrears ☒ monthly; ☐ quarterly; ☐ semi-annual; ☐ annually;

☒ in the amounts set forth in the attached Schedule of Payments.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
   NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS-IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of their warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease

the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. Lessor shall not have a security interest in any of the Equipment under the Uniform Commercial Code of the State of Florida. Nothing in the Lease shall be interpreted or construed as granting Lessor a security interest in or other lien or encumbrance on any Equipment. Notwithstanding anything to the contrary in the Lease, Lessor waives and releases any right that it may have at law or in equity to specific or compulsory performance of any agreement of Lessee to return the Equipment to Lessor, to transfer legal or beneficial title to the Equipment to Lessor or to repossess or foreclose on any Equipment.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, they will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.

8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.

9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, inducing legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions which occurred during the Lease Term.

10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides.

11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.

12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within 10 days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.

13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within 10 days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within 10 days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).

14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give 10 days advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.

15. **LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term Lessee shall purchase all but not less than all of the Equipment **for $56,700.00** (plus all sales and other applicable taxes).

16. **RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 3, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.

17. **REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully

Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill their obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment; (k) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Rent payment to become includible in Lessor's gross income for Federal income taxation purposes under the Internal Revenue Code of 1986, as amended, (the "Code"); (l) Lessee shall maintain a complete and accurate record of all assignments of this Lease in the form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed there under from time to time; (m) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code; such compliance shall include, but not be limited to, the execution of IRS Form 8038-G or 8038-GC; and (n) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

Lessor acknowledges that (a) no Lease will be a general obligation of Lessee, (b) no Lease will be payable from a pledge of ad valorem taxes, and (c) no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.

19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.

20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.

21. **COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law. Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by the Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

22. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that is has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.

23. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs.

24. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.

25. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights Lessee now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may

INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT, WHICH CAUSED IT. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.

26. **SMALL ISSUER STATEMENT.** Lessee hereby certifies to Lessor and its assigns that: a) Lessee designates the Lease as a "Qualified Tax-Exempt Obligation" for the purposes of Section 265(b)(3) of the Code; b) Lessee will own and operate the Equipment in the performance of its public purposes; and the Equipment will not be subject to the use or control of any other entity; c) Lessee will not designate more than Thirty Million Dollars ($30,000,000) of tax-exempt obligations during the current calendar year as "Qualified Tax-Exempt Obligation", Lessee reasonably expects to issue no more than Thirty Million Dollars ($30,000,000) of tax-exempt obligations during the current calendar year; and d) For purposes of Paragraph 3 herein above, the amount of tax-exempt obligations stated as either issued or designated as "Qualified Tax-Exempt Obligations" includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265 (b) (3) (E) of the Code.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

City of Palatka
("Lessee")

X _____
Authorized Signature

_____
Print Name

_____
Title:

_____
2[illegible] North Second Street
Palatka, FL 32077

PNCEF, LLC, dba PNC Equipment Finance
("Lessor")

X _____
Authorized Signature

_____
Print Name

_____
Title:

995 Dalton Ave.
Cincinnati OH 45203

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease-Purchase Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of _____.
The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____
Print Name: _____
Law firm: _____

CERTIFICATE OF ACCEPTANCE

Lease Number 142164000

Quantity	Description	Serial No.
54	2011 EZGO TXT 48 V Elec	

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease-Purchase Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 20__ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 20__.

City of Palatka
("Lessee")

X _____
Authorized Signature

_____
Print Name

_____
Title:

_____
Date

210 North Second Street
Palatka, FL 32077

SCHEDULE OF PAYMENTS

Lease Number 142164000

Attached to and made a part of that certain Lease-Purchase Agreement dated as of November 24, 2010 by and between PNCEF, LLC, dba PNC Equipment Finance, as Lessor, and City of Palatka , as Lessee.

Rent payments are payable as follows:

Payment Number	Payment Date	Rent Payment	Interest Component	Principal Component	Termination Amount*
1		$3,170.88	$923.63	$2,247.25	$195,996.36
2		$3,170.88	$912.95	$2,257.93	$193,693.27
3		$3,170.88	$902.22	$2,268.66	$191,379.23
4		$3,170.88	$891.45	$2,279.43	$189,054.22
5		$3,170.88	$880.62	$2,290.26	$186,718.15
6		$3,170.88	$869.73	$2,301.15	$184,370.98
7		$3,170.88	$858.80	$2,312.08	$182,012.66
8		$3,170.88	$847.82	$2,323.06	$179,643.13
9		$3,170.88	$836.78	$2,334.10	$177,262.35
10		$3,170.88	$825.69	$2,345.19	$174,870.26
11		$3,170.88	$814.55	$2,356.33	$172,466.80
12		$3,170.88	$803.35	$2,367.53	$170,051.92
13		$3,170.88	$792.10	$2,378.78	$167,625.57
14		$3,170.88	$780.80	$2,390.08	$165,187.68
15		$3,170.88	$769.45	$2,401.43	$162,738.23
16		$3,170.88	$758.04	$2,412.84	$160,277.13
17		$3,170.88	$746.57	$2,424.31	$157,804.33
18		$3,170.88	$735.05	$2,435.83	$155,319.79
19		$3,170.88	$723.48	$2,447.40	$152,823.44
20		$3,170.88	$711.85	$2,459.03	$150,315.23
21		$3,170.88	$700.17	$2,470.71	$147,795.10
22		$3,170.88	$688.43	$2,482.45	$145,263.00
23		$3,170.88	$676.64	$2,494.24	$142,718.88
24		$3,170.88	$664.79	$2,506.09	$140,162.67
25		$3,170.88	$652.88	$2,518.00	$137,594.31
26		$3,170.88	$640.92	$2,529.96	$135,013.75
27		$3,170.88	$628.90	$2,541.98	$132,420.93
28		$3,170.88	$616.82	$2,554.06	$129,815.79
29		$3,170.88	$604.68	$2,566.20	$127,198.26
30		$3,170.88	$592.49	$2,578.39	$124,568.31
31		$3,170.88	$580.24	$2,590.64	$121,925.85
32		$3,170.88	$567.93	$2,602.95	$119,270.84
33		$3,170.88	$555.56	$2,615.32	$116,603.22
34		$3,170.88	$543.14	$2,627.74	$113,922.92
35		$3,170.88	$530.65	$2,640.23	$111,229.89
36		$3,170.88	$518.11	$2,652.77	$108,524.06
37		$3,170.88	$505.51	$2,665.37	$105,805.39
38		$3,170.88	$492.84	$2,678.04	$103,073.78
39		$3,170.88	$480.12	$2,690.76	$100,329.21
40		$3,170.88	$467.33	$2,703.55	$97,571.50

41		$3,170.88	$454.49	$2,716.39	$94,800.87
42		$3,170.88	$441.58	$2,729.30	$92,016.98
43		$3,170.88	$428.62	$2,742.26	$89,219.88
44		$3,170.88	$415.59	$2,755.29	$86,409.48
45		$3,170.88	$402.50	$2,768.38	$83,585.74
46		$3,170.88	$389.34	$2,781.54	$80,748.57
47		$3,170.88	$376.13	$2,794.75	$77,897.92
48		$3,170.88	$362.85	$2,808.03	$75,033.73
49		$3,170.88	$349.51	$2,821.37	$72,155.93
50		$3,170.88	$336.10	$2,834.78	$69,264.46
51		$3,170.88	$322.63	$2,848.25	$66,359.24
52		$3,170.88	$309.10	$2,861.78	$63,440.23
53		$3,170.88	$295.51	$2,875.37	$60,507.35
54		$3,170.88	$281.84	$2,889.04	$57,560.53
55		$56,700.00	$268.11	$56,431.89	$0.00

*As provided in Section 21 of the Lease-Purchase Agreement.

City of Palatka
("Lessee")

X _____
Authorized Signature

_____
Print Name

_____
Title:

210 North Second Street
Palatka, FL 32077

PNCEF, LLC, dba PNC Equipment Finance
("Lessor")

By: _____

Title _____

995 Dalton Ave.
Cincinnati OH 45203

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 142164000

Lessee: City of Palatka

Amount $194,000.54

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth ("the State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease-Purchase Agreements or lease schedules ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNCEF, LLC, dba PNC Equipment Finance ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 4. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Lessee reasonably anticipates to issue not more than $30,000,000 of tax-exempt obligations (other than "private activity bonds" are not "qualified 501(c)(3) bonds") during the fiscal year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES : AUTHORIZED LEASE SIGNORS ONLY

_____	_____	_____
Name	Title	Signature
_____	_____	_____
Name	Title	Signature

ADOPTED AND APPROVED on this _____, 20__.

Section 7. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names. The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Palatka

_____ [SEAL]
Signature of Secretary/Clerk of Lessee

Print Name: _____
Official Title: _____
Date: _____

INSURANCE COVERAGE DISCLOSURE
PNCEF, LLC, dba PNC Equipment Finance, LESSOR

City of Palatka , LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. **In accordance with the Lease-Purchase Agreement ("Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):**

_____

_____

_____

to issue: (check to indicate coverage)

_____ a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming PNCEF, LLC, dba PNC Equipment Finance and/or its assigns as Loss Payee.

Coverage Required: **$194,000.54**

_____ b. Public Liability Insurance evidenced by a Certificate of Insurance naming PNCEF, LLC, dba PNC Equipment Finance and/or its assigns as an Additional Insured.

Minimum Coverage Required:
$1,000,000.00 per person
$2,000,000.00 aggregate bodily injury liability
$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to PNCEF, LLC, dba PNC Equipment Finance, 995 Dalton Ave, Cincinnati, OH 45203, prior to the time that the property is delivered to Lessee.

OR

2. **Pursuant to the Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)**

_____ a. All risk, physical damage in the amount specified in 1(a) above.
_____ b. Public liability for not less than the amounts specified in 1(b) above.

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- PNCEF, LLC, dba PNC Equipment Finance must be named Loss Payee and Additional Insured
  30 Days Notice of Cancellation
- Not Less than $2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

PNCEF, LLC, dba PNC Equipment Finance,
its successors and/or all assigns
995 Dalton Ave.
Cincinnati, OH 45203

Please send a FAX copy of certificate to 866-561-9276.

LESSEE HAS ATTACHED A SIGNED LETTER DESCRIBING SELF-INSURANCE.

LESSEE: City of Palatka

By: _____ Title: _____

OLD LEASE

MUNICIPAL AGREEMENT

This MUNICIPAL AGREEMENT dated as of 02/14/2007, (the *Agreement*") between TEXTRON FINANCIAL CORPORATION, ("Lessor"), and City of Palatka, Florida ("Lessee").

1. ***Equipment.*** Lessee will lease certain *"Equipment"* identified in each *"Schedule"* executed by Lessor and Lessee pursuant to this Agreement, all on the terms and conditions set forth in the related Schedule. Each Schedule (including the terms and conditions of this Agreement incorporated therein by reference) and the related Exhibits will constitute a separate and independent lease of the Equipment described therein.

2. ***Rental.*** Lessee hereby agrees to pay *"Rental Payments"*, consisting of principal and interest portions, as described in a Schedule. Lessee represents and warrants that its primary business official currently intends to do all things lawfully within its power to obtain and maintain funds from which Rental Payments and other amounts due under each Schedule may be paid. Except as expressly provided in this Agreement, Lessee's obligation to pay Rental Payments will be absolute and unconditional in all events without abatement, deduction or set-off of any kind. ***Lessee's obligation to pay Rental Payments and other amounts payable under each Schedule constitutes a current obligation payable exclusively from legally available funds and will not be construed to be indebtedness under any applicable constitutional or statutory limitation or requirement. Neither Lessor nor any assignee may compel the levy of any ad valorem taxes by Lessee to pay Rental Payments or any other amounts due under any Schedule.***

3. ***Term; Lessee's Acceptance.*** The term of this Agreement begins as of the date hereof and will continue so long as any amount remains unpaid under a Schedule. The term of each Schedule begins as of, and interest will accrue from, the date of the applicable Schedule and will continue for the number of months stated therein, unless an Event of Nonappropriation will have occurred with respect to the Schedule, Lessor will have terminated the Schedule pursuant to Paragraph 17. An *"Event of Nonappropriation"* means a non-renewal of the term of a Schedule by Lessee, determined by the failure or refusal of the governing body of Lessee to appropriate monies sufficient to pay Rental Payments and other amounts payable under the Schedule for Lessee's next succeeding fiscal period. Lessee will notify Lessor immediately of the occurrence of an Event of Nonappropriation under any Schedule. In the event of termination, Lessor may request by written notice that Lessee promptly deliver the Equipment under the affected Schedule to Lessor or its assignee. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Paragraph 17.1 of this Agreement. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

Lessee will select the type, quantity and vendor of each item of Equipment designated in a Schedule. As soon as practicable after Lessee's receipt and installation of all Equipment identified in a Schedule, Lessee will deliver to Lessor a Certificate of Acceptance in the form attached to the

Schedule. Regardless of whether Lessee has furnished a Certificate of Acceptance with respect to the Equipment identified in a Schedule, by making a Rental Payment after its receipt of the Equipment under a Schedule, Lessee will be deemed to have accepted the Equipment on the date that the Rental Payment is made for purposes of the Schedule.

4. ***End of Lease.*** If the Lessee is granted the option under each Schedule to purchase Lessor's interest in all, but not less than all, of the Equipment on any Rental Payment date for which a Purchase Option Amount is identified. No later than 30 days prior to the proposed purchase date, Lessee will provide Lessor a written notice exercising the option and designating the applicable Schedule and the applicable Rental Payment date and Purchase Option Amount. Otherwise Lessee's final payment will be identified on the applicable schedule.

5. ***Late Payments.*** Whenever any Rental Payment or other amount payable to Lessor by Lessee under a Schedule is not paid within ten (10) days after the due date, Lessee agrees to pay Lessor a late charge of $25.00 or 10% on the delinquent amount, or the maximum amount permitted under applicable law, whichever is less.

6. ***Disclaimer of Warranties.*** **LESSOR HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT REGARDING THE EQUIPMENT, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, DESIGN OR CONDITION, QUALITY OR CAPACITY, WORKMANSHIP, COMPLIANCE WITH ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO, PATENT INFRINGEMENT OR LATENT DEFECTS OR ANY OTHER MATTER. NOTHING HEREIN WILL MODIFY LESSEE'S RIGHTS AGAINST THE VENDOR OF ANY EQUIPMENT.** Lessor will have no obligation to install, test, adjust, service or maintain any Equipment. Lessee will look solely to the manufacturer, seller and/or supplier for any and all claims related to the Equipment. **LESSEE ACCEPTS THE EQUIPMENT "WHERE-IS, AS IS" AND "WITH ALL FAULTS."**

7. ***Location of Equipment.*** The Equipment will be delivered to and located at the premises identified in each Schedule and will not be removed or relocated without the prior written consent of Lessor. Lessee will pay all charges and other expenses incurred in connection with the shipment and delivery of the Equipment to the location. Lessor has the right to inspect and examine the Equipment during normal business hours.

8. ***Title and Security Interest.*** During the term of each Schedule, title to the Equipment identified therein will be vested in Lessee and Lessor will have no security interest therein. Notwithstanding the obligations of Lessee to pay Rental Payments under a Schedule, no Schedule will result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Lessor will have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.

9. ***Lessee Representations and Warranties.*** Lessee represents and warrants that: (a) Lessee is a state or a political subdivision within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "*Code*"); (b) Lessee has the power and authority under applicable law

to enter into the transactions contemplated by this Agreement and each Schedule and has been duly authorized to execute and deliver this Agreement and each Schedule and to carry out its obligations under each Schedule; (c) all requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement and each Schedule, and Lessee has complied with the public bidding requirements, if any, as may be applicable to the transactions contemplated by this Agreement and each Schedule; (d) the use and operation of the Equipment is essential to Lessee's proper, efficient and economic governmental operation; (e) upon Lessor's request, Lessee will deliver to Lessor Lessee's audited financial statements; (f) Lessor is acting only as a financing source with respect to the Equipment; and (g) Lessee intends that each Schedule not constitute a "true" lease for federal income tax purposes.

10. ***Maintenance and Use.*** During the term of each Schedule, Lessee will, at its expense, make any and all repairs and replacements required to maintain the Equipment in good condition, reasonable wear and tear excepted, and will use and maintain the Equipment in a careful manner in conformity with all applicable laws, ordinances, regulations, requirements and rules and in conformity with any insurance policy. Lessee's obligation to maintain the Equipment does not confer the authority to incur mechanic's or supplier's liens with respect thereto. Lessee will look solely and directly to the applicable vendor (and not the Lessor) for all matters relating to maintenance services for any item of Equipment. In no event will the vendor be deemed to be an agent of Lessor for purposes of the related Schedule.

11. ***Loss or Damage.*** All risk of loss, damage, theft or destruction to each item of Equipment will be borne by Lessee. No loss, damage, theft or destruction of the Equipment will impair the Lessee's obligations under any Schedule, all of which will continue in full force and effect.

12. ***Insurance.*** In the event that Lessee is not self-insured as provided below, Lessee, at its expense, will during the term of each Schedule keep the Equipment insured against theft, fire, collision and the other risks as may be customary for each item of Equipment and maintain comprehensive public liability and property damage insurance. All the insurance will be in form, issued by the insurance companies and be in the amounts as will be satisfactory to Lessor, and will provide that losses, if any, will be payable to Lessor as "loss payee," and all the liability insurance will include Lessor as an "additional insured." If Lessee is self-insured, Lessee will maintain during the term of each Schedule an actuarially sound self-insurance program and will provide evidence thereof in form and substance satisfactory to Lessor.

13. ***Indemnity.*** To the extent authorized by law and subject to funds legally available for the purpose, Lessee assumes liability for and agrees to indemnify, Lessor and its agents, employees, officers, or directors, against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, storage, leasing or return of any item of Equipment, regardless of where, how and by whom operated, or any failure on the part of Lessee to accept the Equipment or otherwise to perform or comply with any conditions of any Schedule. Lessee is an independent contractor

and nothing contained in any Schedule will authorize Lessee or any other person to operate any item of Equipment so as to incur or impose any liability or obligation for or on behalf of Lessor.

14. ***Taxes.*** Unless Lessee has provided Lessor with evidence necessary to sustain an exemption therefrom, Lessee will timely pay all assessments, license fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, now or hereafter imposed by any governmental body or agency on or relating to the Equipment, or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to each Schedule.

15. ***Assignment.*** Lessee will not sell, assign, or sublease, any Equipment or enter into any contract or agreement with respect to the use and operation of any of the Equipment by any person other than Lessee, without Lessor's prior written consent. Lessor may assign, transfer or otherwise convey all or any part of its interest in any Schedule, including Lessor's right to receive the Rental Payments under any Schedule all without Lessee's consent. The assignment, transfer or conveyance will not be effective until Lessee has been given a written notice of assignment that discloses the name and address of each the assignee, which notice Lessee agrees to acknowledge at the time of such assignment. Following receipt of the notice from Lessor, Lessee will keep a complete and accurate record of all assignments of each Schedule in compliance with Section 149 of the Code.

16. ***Default.*** Each of the following constitutes an *"Event of Default"* under a Schedule: (a) Lessee fails to pay in full any Rental Payment within ten (10) days of its due date; (b) Lessee fails to comply with any other agreement or covenant of Lessee under any Schedule (c) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar officer is appointed for Lessee or any of its property; (d) any warranty, representation or statement made in writing by or on behalf of Lessee in connection with any Schedule is found to be incorrect or misleading in any material respect on the date made; or (e) actual or attempted sale, lease or encumbrance of any of the Equipment or the making of any levy, seizure or attachment thereof or thereon.

17. ***Remedies.*** Upon the occurrence of an Event of Default under a Schedule, and as long as the Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Schedule, and all remaining Rental Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same will become immediately due and payable; (ii) request by written notice that Lessee promptly deliver the Equipment under the Schedule to Lessor or its assignee; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Schedule or to recover damages for the breach of the Schedule or to rescind the Schedule as to any or all of the Equipment. If Lessor terminates the affected Schedule and receives possession of the related Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If

the proceeds of the sale, lease or sublease are not sufficient to pay the balance of any Rental Payments or other amounts owed by Lessee under the affected Schedule, Lessor may pursue other remedies as are available at law or in equity to collect the balance of the Rental Payments or other amounts from Lessee's legally available funds. In addition, Lessee will remain liable for all covenants and indemnities under the affected Schedule and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

17.1. ***Return of the Equipment.*** In the event that Lessee returns the Equipment under a Schedule to Lessor or its assignee pursuant to Paragraph 3 or 17 of this Agreement, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (i) surrendering the Equipment to Lessor at the Equipment Location specified in the related Schedule, or (ii) loading the Equipment on board a carrier as Lessor will specify and shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee will execute and deliver the documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon the delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair or restore the Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return the Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual cost of the repair, restoration and return.

There is no intent to create under any provision of this Agreement a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use of the Equipment under a Schedule. Lessor waives any right to specific performance of any covenant of Lessee to transfer legal title to and return possession of the Equipment.

18. ***Tax Covenants; Tax Indemnity.*** Lessee agrees that it will comply with all provisions and regulations applicable to excluding the interest component of Rental Payments under each Schedule from gross income for federal income tax purposes. If the interest component of Rental Payments under any Schedule becomes includible in gross income of the Lessors thereof for federal income tax purposes, Lessee agrees to pay (from legally available funds) promptly after any the determination of taxability and on each Rental Payment date thereafter to Lessor an additional amount determined by Lessor to compensate the Lessors for the loss of the excludability (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination will be conclusive (absent manifest error).

19. ***Lessor Advances.*** If Lessee will fail to perform any of its obligations under a Schedule, Lessor may, at its option, perform any act or make any payment that Lessor deems necessary for the

maintenance and preservation of the Equipment and Lessor's interest therein. All expenses (including attorneys' fees) incurred by Lessor in performing the acts and all the payments made by Lessor together with late charges as provided in each Schedule will be payable by Lessee to Lessor on demand. The performance of any act or payment by Lessor as aforesaid will not be deemed a waiver or release of any obligation or default on the part of Lessee.

20. *Notices.* All notices or other communications under any Schedule will be deemed to have been given or made when delivered (including by facsimile transmission) or three days after being mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at the addresses listed below or the other addresses as either of the parties hereto may designate in writing.

21. *Miscellaneous.* This Agreement and each Schedule will be governed by and construed in accordance with the laws of the State under whose laws Lessee exists or is organized. If any provision of this Agreement or any Schedule is or becomes invalid, illegal or unenforceable, the invalidity, illegality or unenforceability will not affect the other provisions of this Agreement or any the Schedule, which will be valid and enforceable to the fullest extent permitted by law. The titles of the Paragraphs are for convenience only and will not define or limit any of the terms or provisions hereof. The provisions of this Agreement and each Schedule will be binding upon, and will inure to the benefit of, the respective assignees and successors of Lessor and Lessee. The indemnities and obligations of Lessee provided for in each Schedule will continue in full force and effect notwithstanding the expiration or termination of the term of this Agreement or any applicable Schedule. This Agreement, each Addendum, each Schedule and the Exhibits attached thereto constitute the entire agreement between Lessor and Lessee with respect to the Equipment therein described and no term or provision hereof or thereof may be waived or amended except by written agreement signed by Lessor and Lessee.

Lessor and Lessee have each caused this Municipal Agreement to be duly executed and delivered as of the date first above written.

Lessee:	Lessor:
City of Palatka, Florida	TEXTRON FINANCIAL CORPORATION
ADDRESS CITY OF PALATKA, FLORIDA 210 NORTH SECOND STREET PALATKA FL 32077	ADDRESS Golf Finance Division 1451 Marvin Griffin Road Augusta, GA 30906
By: Karl N. Flagg	By: Patricia Herrington
Name: Karl N. Flagg	Name: Patricia Herrington
Title: Mayor	Title: Sr. Documentation Analyst

SCHEDULE NO: 1020151, DATED _____ TO THE MUNICIPAL AGREEMENT, DATED 02/14/2007

1. DESCRIPTION OF THE EQUIPMENT:
SUPPLIER: E-Z-Go North Florida Branch
QUANTITY: 54
DESCRIPTION OF EQUIPMENT: E-Z-GO TXT PDS

SERIAL NUMBER (IF APPLICABLE): together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: PALATKA GOLF CLUB, 1715 MOSLEY AVENUE, PALATKA FL 32177

3. The Rental Payments will be made for the Equipment as follows:

DATE DUE	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL RENTAL PAYMENT DUE	PURCHASE OPTION AMOUNT*
See attached Addendum A				

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

City of Palatka, Florida

By: _____
Name: _____
Title: _____

TEXTRON FINANCIAL CORPORATION

By: _____
Name: Patricia Herrington
Title: Sr. Documentation Analyst

* Assumes all Rental Payments and additional payments due on and prior to that date have been paid.

Prepared by: Textron

InfoAnalysis
Payment Amortization Report

2/14/2007 11:50:09 AM
File Name: INFOA.IAD

Lessee: City of Palatka
Interest Rate: **6.3800% (Monthly)**

1020151

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	4/15/07	0.00	0.00	0.00	179,657.43	0.00	0.00	179,657.43
1	5/15/07	2,943.00	1,987.82	955.18	177,669.61	955.18	0.00	177,669.61
2	6/15/07	2,943.00	1,998.39	944.61	175,671.22	944.61	0.00	175,671.22
3	7/15/07	2,943.00	2,009.01	933.99	173,662.21	933.99	0.00	173,662.21
4	8/15/07	2,943.00	2,019.70	923.30	171,642.51	923.30	0.00	171,642.51
5	9/15/07	2,943.00	2,030.43	912.57	169,612.08	912.57	0.00	169,612.08
6	10/15/07	2,943.00	2,041.23	901.77	167,570.85	901.77	0.00	167,570.85
7	11/15/07	2,943.00	2,052.08	890.92	165,518.77	890.92	0.00	165,518.77
8	12/15/07	2,943.00	2,062.99	880.01	163,455.77	880.01	0.00	163,455.77
	2007	23,544.00	16,201.66	7,342.34		7,342.34		
9	1/15/08	2,943.00	2,073.96	869.04	161,381.81	869.04	0.00	161,381.81
10	2/15/08	2,943.00	2,084.99	858.01	159,296.83	858.01	0.00	159,296.83
11	3/15/08	2,943.00	2,096.07	846.93	157,200.76	846.93	0.00	157,200.76
12	4/15/08	2,943.00	2,107.22	835.78	155,093.54	835.78	0.00	155,093.54
13	5/15/08	3,213.00	2,388.42	824.58	152,705.12	824.58	0.00	152,705.12
14	6/15/08	3,213.00	2,401.12	811.88	150,304.00	811.88	0.00	150,304.00
15	7/15/08	3,213.00	2,413.88	799.12	147,890.12	799.12	0.00	147,890.12
16	8/15/08	3,213.00	2,426.72	786.28	145,463.40	786.28	0.00	145,463.40
17	9/15/08	3,213.00	2,439.62	773.38	143,023.78	773.38	0.00	143,023.78
18	10/15/08	3,213.00	2,452.59	760.41	140,571.19	760.41	0.00	140,571.19
19	11/15/08	3,213.00	2,465.63	747.37	138,105.56	747.37	0.00	138,105.56
20	12/15/08	3,213.00	2,478.74	734.26	135,626.82	734.26	0.00	135,626.82
	2008	37,476.00	27,828.95	9,647.05		9,647.05		
21	1/15/09	3,213.00	2,491.92	721.08	133,134.91	721.08	0.00	133,134.91
22	2/15/09	3,213.00	2,505.17	707.83	130,629.74	707.83	0.00	130,629.74
23	3/15/09	3,213.00	2,518.49	694.51	128,111.25	694.51	0.00	128,111.25
24	4/15/09	3,213.00	2,531.88	681.12	125,579.38	681.12	0.00	125,579.38
25	5/15/09	3,483.00	2,815.34	667.66	122,764.04	667.66	0.00	122,764.04
26	6/15/09	3,483.00	2,830.30	652.70	119,933.74	652.70	0.00	119,933.74
27	7/15/09	3,483.00	2,845.35	637.65	117,088.39	637.65	0.00	117,088.39
28	8/15/09	3,483.00	2,860.48	622.52	114,227.91	622.52	0.00	114,227.91
29	9/15/09	3,483.00	2,875.69	607.31	111,352.22	607.31	0.00	111,352.22
30	10/15/09	3,483.00	2,890.98	592.02	108,461.24	592.02	0.00	108,461.24
31	11/15/09	3,483.00	2,906.35	576.65	105,554.89	576.65	0.00	105,554.89
32	12/15/09	3,483.00	2,921.80	561.20	102,633.09	561.20	0.00	102,633.09
	2009	40,716.00	32,993.73	7,722.27		7,722.27		
33	1/15/10	3,483.00	2,937.33	545.67	99,695.76	545.67	0.00	99,695.76

Prepared by: Textron

InfoAnalysis
Payment Amortization Report

2/14/2007 11:50:09 AM
File Name: INFOA.IAD

Lessee: City of Palatka
Interest Rate: 6.3800% (Monthly)

Per	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
34	2/15/10	3,483.00	2,952.95	530.05	96,742.81	530.05	0.00	96,742.81
35	3/15/10	3,483.00	2,968.65	514.35	93,774.16	514.35	0.00	93,774.16
36	4/15/10	3,483.00	2,984.43	498.57	90,789.72	498.57	0.00	90,789.72
37	5/15/10	3,483.00	3,000.30	482.70	87,789.42	482.70	0.00	87,789.42
38	6/15/10	3,483.00	3,016.25	466.75	84,773.17	466.75	0.00	84,773.17
39	7/15/10	3,483.00	3,032.29	450.71	81,740.88	450.71	0.00	81,740.88
40	8/15/10	3,483.00	3,048.41	434.59	78,692.47	434.59	0.00	78,692.47
41	9/15/10	3,483.00	3,064.62	418.38	75,627.85	418.38	0.00	75,627.85
42	10/15/10	3,483.00	3,080.91	402.09	72,546.94	402.09	0.00	72,546.94
43	11/15/10	3,483.00	3,097.29	385.71	69,449.65	385.71	0.00	69,449.65
44	12/15/10	3,483.00	3,113.76	369.24	66,335.89	369.24	0.00	66,335.89
	2010	41,796.00	36,297.21	5,498.79		5,498.79		
45	1/15/11	3,483.00	3,130.31	352.69	63,205.57	352.69	0.00	63,205.57
46	2/15/11	3,483.00	3,146.96	336.04	60,058.62	336.04	0.00	60,058.62
47	3/15/11	3,483.00	3,163.69	319.31	56,894.93	319.31	0.00	56,894.93
48	4/15/11	3,483.00	3,180.51	302.49	53,714.42	302.49	0.00	53,714.42
49	5/15/11	54,000.00	53,714.42	285.58	0.00	285.58	0.00	0.00
	2011	67,932.00	66,335.89	1,596.11		1,596.11		
	Totals:	211,464.00	179,657.43	31,806.57		31,806.57		

Agenda Item

6

RESOLUTION NO. 8-85

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A *'JOINT PARTICIPATION AGREEMENT'* WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FEDERAL FERRY BOAT DESCRETIONAL PROGRAM FUNDING TO PURCHASE EQUIPMENT AND CREATE THE INFRASTRUCTURE TO SUPPORT THE CITY OF PALATKA ST. JOHNS RIVER WATER TAXI/FERRY BOAT PROJECT

WHEREAS, the City of Palatka and the Florida Department of Transportation have reached an agreement for the sharing of costs incident for Federal Ferry Boat Discretional program funding to purchase equipment and create the infrastructure to support the City of Palatka St. Johns River water taxi/ferry boat project, and

WHEREAS, the Florida Department of Transportation has proposed a Joint Participation Agreement with the City of Palatka for the above project identified as F.P. Numbers 410572-1-94-01, 410572-1-94-90, 410572-2-94-01; and

WHEREAS, the total project cost for the above described project is estimated at $1,524,307.50 with the Florida Department of Transportation funding 80% or $1,219,446.00, and the City of Palatka funding 20% of or $304,861.50; and

WHEREAS, it is in the best interest of the City of Palatka to go forward with the Joint Participation Agreement; and

NOW THEREFORE, BE IT RESOLVED that the Mayor, Karl N. Flagg, and City Clerk, Betsy J. Driggers, are hereby authorized to execute and attest the Joint Participation Agreement on behalf of the City of Palatka for the sharing of costs incident for Federal Ferry Boat Discretional program funding to purchase equipment and create the infrastructure to support water taxi/ferry boats, F.P. Numbers 410572-1-94-01, 410572-1-94-90, 410572-2-94-01.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign requests for Contract Time Extensions, as well as execute Assurances, Certifications, and all other documents as may be required in support of the project.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 9th day of December, 2010.

CITY OF PALATKA

BY:_____

Its Mayor

ATTEST:

_____

City Clerk

FIN PROJECT #: _410572-1-94-01, 410572-1-94-90, 410572-2-94-01__
Contract No: _____

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and
_City of Palatka, 201 North 2nd Street, Palatka, Florida_32177_

referenced by the above Financial Project Number (s).

LOCATION:

City of Palatka
Putnam County, Florida

DESCRIPTION & FUNDING:

FY 2011 – As noted in Item 4.00, Department Participation, the Total Combined Ferry Boat Discretionary Funding for this agreement is **$1,219,446.00.** However, individual project requirements stand alone and must be cleared depicted, completed, and invoiced separately by both the contractor and Local Agency to receive reimbursement by the Department.

FP#410572-1-94-01 – $300,000 in total funding

$225,000	Purchase, equip, rehabilitate, refurbish, and retrofit as may be required to bring one water taxi vessel up to operating condition and ready for service
$65,000	Design and construct dockside improvements at the terminal facility
$10,000	Ground improvements/landscaping/install utilities/parking improvements/safety equipment

FP#410572-1-94-90, $572,502 in total funding

$570,000	Design and construct passenger/operations terminal
$2,502	Ground improvements/landscaping/install utilities/parking improvements/safety equipment

FP#410572-2-94-01, $346,944 in total funding

$225,000	Purchase, equip, rehabilitate, refurbish, and retrofit as may be required to bring one water taxi vessel up to operating condition and ready for service
$25,000	Design and construct dockside improvements to docks and structures at water taxi stops

$96,944 Ground improvements/landscaping/install utilities/parking improvements/safety equipment

PLEASE NOTE:

The Local Agency may request, in writing, for Departmental approval to be able to flexibly move funds between approved line items **within each of the above referenced financial projects**, as may be needed to complete individual project elements. Should costs for any approved element be higher than initially estimated, redistribution of funding between the line items within an individual financial project would be permissible *provided the grantee delivers all of the proposed work as described under the individual application.*

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions may warrant an administrative action by the Department which may result in the termination and closure of the grant award:

*No invoice activity for 6 months or
*No contract activity for 18 months
*Requests for Time Extension must be submitted in writing to the Department by the Agency a minimum of 15 calendar days prior to the ending date of the contract.

FINANCIAL PROJECT NO.__410572-1-94-01, 410572-1-94-90, 410572-2-94-01_
Contract No: _____

EXHIBIT "B"
PROJECT BUDGET

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and

_City of Palatka, 201 North 2nd Street, Palatka, Florida 32177 ____

referenced by the above Financial Project Number.

I.	TOTAL ESTIMATED PROJECT COST:		$	1,524,307.50
	TOTAL ESTIMATED PROJECT COST:		$	1,524,307.50
II.	PARTICIPATION:			
	Maximum Federal Participation			
	FTA, FAA	(%) or	$	
	Agency Participation			
	In-Kind	(%)	$	
	Cash	(%)	$	
	Other - Toll Revenue Credits	(20 %)	$	304,861.50
	Maximum Department Participation,			
	Primary			
	(DS)(DDR)(DIM)(PORT)	(%) or	$	
	Federal Reimbursable (FBD)	(80 %) or	$	1,219,446.00
	Local Reimbursable (DL)	(%) or	$	
	TOTAL ESTIMATED PROJECT COST		$	1,524,307.50

Fin Project No: __410572-1-94-01, 410572-1-94-90, 410572-2-94-01___

Contract No: _____

EXHIBIT E

Project Schedule

ITEM	ESTIMATED DATE
Consultant Selection	_____
90% Design	_____
100% Design	_____
Bid Project	_____
Award Project	_____
Start Project Construction	_____
Construction 50% Complete	_____
Construction 75% Complete	_____
Complete Project Construction	_____
Final Project Inspection	_____
Close Project	_____

This schedule represents our best estimate for the project completion. We also agree to notify the Department promptly of any delays that might impact this schedule.

Signatory (Print Name): _____

Signature: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION JOINT PARTICIPATION AGREEMENT

Financial Project No(s).: (Item-segment-phase-sequence) 41057219401	Fund: FBD	FLAIR 088809
41057219490 4105722940 1	Function: 683	Object Code: 790072
Contract No.:	Federal No.: FBD Q950 11	Org. Code: 55022020229
CFDA Number: 20.205	DUNS No.: 80-939-7102	Vendor No.: F596000401002
	CSFA Number:	

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and City of Palatka 201 North 2nd Street, Palatka, Florida 32177 hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before 06/30/2012 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

W I T N E S S E T H :

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under SAFETEA-LU Sections 1101(a)(13) and 1801, Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is

Exhibit "A" Project Description & Responsibilities
Exhibit "A-1" Revised FBD applications for FY 2002, FY 2004, and FY 2005
Exhibit "B" Project Budget
Exhibit "C" General Program Information
Exhibit "D"
Exhibit "E" Project Schedule

and as further described in Exhibit(s) "A thru E" attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

2.00 Accomplishment of the Project

2.10 General Requirements: The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

2.20 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.30 Funds of the Agency: The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

2.40 Submission of Proceedings, Contracts and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

3.00 Project Cost: The total estimated cost of the project is $ 1,524,307.50 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

4.00 Department Participation: The Department agrees to maximum participation, including contingencies, in the project in the amount of $ 1,219,446.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

4.10 Project Cost Eligibility : Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

(a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;

(b) Availability of funds as stated in Section 17.00 of this Agreement;

(c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;

(d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

4.20 Front End Funding : Front end funding ○ is ◉ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

5.00 Retainage : Retainage ○ is ◉ is not applicable. If applicable, _____ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

6.00 Project Budget and Payment Provisions:

6.10 The Project Budget: A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

6.20 Payment Provisions: Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

7.00 Accounting Records:

7.10 Establishment and Maintenance of Accounting Records: The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

7.20 Funds Received Or Made Available for The Project: The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

7.30 Costs Incurred for the Project: The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

7.40 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

7.50 Checks, Orders, and Vouchers: Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

7.60 Audit Reports: In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

7.61 Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

7.62 Audits:

Part I Federally Funded: If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends $500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II State Funded: If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III Other Audit Requirements

1. The Agency shall follow-up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

2. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department Comptroller, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

   C Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.

2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

   In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department at each of the following addresses:

   B. The Auditor General's Office at the following address:

   Auditor General's Office
   Room 401, Pepper Building
   111 West Madison Street
   Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

   A. The Department at each of the following addresses:

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

7.63 Record Retention: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs Incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

7.64 Other Requirements: If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

7.65 Insurance: Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. in the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

8.00 Requisitions and Payments:

8.10 Action by the Agency: In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District II Public Transportation Office 2198 Edison Avenue, Jacksonville , FL, 32204 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

8.11 Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

8.12 Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

8.13 For real property acquired, submit;

(a) the date the Agency acquired the real property,
(b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
(c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

8.20 The Department's Obligations: Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

8.21 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

8.22 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

8.23 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

8.24 Conflict of Interests: There has been any violation of the conflict of interest provisions contained herein; or

8.25 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

8.26 Federal Participation (If Applicable): Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

8.30 Disallowed Costs: In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

8.40 Payment Offset: If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

9.00 Termination or Suspension of Project:

9.10 Termination or Suspension Generally: If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

9.11 Action Subsequent to Notice of Termination or Suspension. Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.12 The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

10.00 Remission of Project Account Upon Completion of Project: Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

11.00 Audit and Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

12.00 Contracts of the Agency:

12.10 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

12.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

12.30 Disadvantaged Business Enterprise (DBE) Policy

12.31 DBE Policy: The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

12.40 The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

13.10 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

13.20 Title VI - Civil Rights Act of 1964: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

13.30 Title VIII - Civil Rights Act of 1968: Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601,et seq., which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

13.40 Americans with Disabilities Act of 1990 (ADA): Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

13.50 Prohibited Interests: The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

13.60 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

14.00 Miscellaneous Provisions:

14.10 Environmental Pollution: Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

14.20 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any party other than the Agency.

14.30 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Agency, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

14.40 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

14.50 Bonus or Commission: By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

14.60 State or Territorial Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

14.70 Use and Maintenance of Project Facilities and Equipment: The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

14.71 Property Records: The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

14.80 Disposal of Project Facilities or Equipment: If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

14.90 Contractual Indemnity: To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

15.00 Plans and Specifications: In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in 8.23.

16.00 Project Completion, Agency Certification: The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

17.00 Appropriation of Funds:

17.10 The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

17.20 Multi-Year Commitment: In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

18.00 Expiration of Agreement: The Agency agrees to complete the project on or before 06/30/2012. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Robert L. Parks, or Authorized Official. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

18.10 Final Invoice: The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

19.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

20.00 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

21.00 Restrictions on Lobbying:

21.10 Federal: The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

21.20 State: No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

22.00 Vendors Rights: Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Department of Financial Services Hotline, 877-693-5236.

23.00 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

24.00 Discrimination: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

Financial Project No(s). 41057219401

41057219490 41057229401

Contract No. _____

Agreement Date _____

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

AGENCY	FDOT
City of Palatka AGENCY NAME	See attached Encumbrance Form for date of Funding Approval by Comptroller
SIGNATORY (PRINTED OR TYPED)	LEGAL REVIEW DEPARTMENT OF TRANSPORTATION
SIGNATURE	DEPARTMENT OF TRANSPORTATION
TITLE	Robert L. Parks, Dir of Planning & Production TITLE

Agenda Item

7

REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

NOTE: Regular City Commission meetings are held on the 2nd and 4th Thursdays of the month at 6:00 p.m. This request form, together with any attachments or backup material that that would help the Commission to better consider your request, should be submitted to the City Clerk's office ***no later than 4:00 p.m. on the Friday prior to the next regularly scheduled Thursday City Commission meeting.*** Meeting dates are subject to change. Please verify the closing date for agenda items with the Clerk's office.

Name of Individual, Organization or Group making presentation or request:

Palatka Police Department, Chief Gary Getchell

Name of Individual making presentation or request, if different:

GARY GETCHELL, CHIEF OF POLICE

Address: *110 NORTH 11TH STREET*

Daytime Phone *329-0110* Home ph._____ Fax *329-0159*

Requested meeting date for Agenda Item: ~~10/28/2010~~ 11-16-10

Request for Commission Action x or Presentation Only __ or no action required____

Subject Matter you wish to address: To be placed on Agenda – Request the approval of attached revised Animal Control Ordinance.

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

Palatka Police Department
110 North 11th Street

Memorandum

Date: October 14, 2010

To: Woody Boynton, City Manager

From: Gary Getchell, Chief of Police

Subject: Ordinance Revision Request – Animal Control

Background:

Over the past year, the Palatka Police Department, particularly Animal Control Officer Nora Baker, has conducted a review of the City of Palatka Ordinance pertaining to Animals (Chapter 14, Animals). Numerous areas were identified that require revisions to clarify violations and enforcement actions. The fines and fees were also identified as needing to be revised so as to bring them more in line with current standards and to cover actual costs incurred through enforcement of animal cases. All the proposed revisions and additions have been done in a manner consistent with current State of Florida Law and the applicable Putnam County Ordinance.

Discussion:

In an effort to bring clarity to the existing ordinance we propose the following changes:

- Section 14-1 required revisions to include a definition of "Dog Fighting"
- Section 14-10 of the ordinance required revisions to enable the Animal Control Officer to cite violators as allowed under Florida Statute 828.25 (1) (f), to establish a 30 day period for payment of fines, the issuance of a "notice to appear" before a Special Magistrate for failure to pay and to establish a late fee of $15.00 as well as to allow for the filing of liens on real property for failure to pay.

- Section 14-1 required revisions to include a definition of "Dog Fighting".

- Section 14-10 of the ordinance required revisions to enable the Animal Control Officer to cite violators as allowed under Florida Statute 828.27(1)(f), to establish a 30 day period for payment of fines, the issuance of a "notice to appear" before a Special Magistrate for failure to pay and to establish a late fee of $15.00 as well as to allow for the filing of liens on real property for failure to pay.

- Section 14-65 was added to establish the requirements on animal owners for the protection of meter readers and other city officials when entering upon property for lawful inspections.

- Section 14-66 was added to establish Dog fighting as a violation of City Ordinance and to establish guidelines consistent with Florida Statute for a violation of Dog Fighting laws and subsequent enforcement actions.

- Section 14-67, Section 14-68 and Section 14-69 were added to establish the requirements for care and control of Dangerous Dogs.

- Section 14-92 was revised to clarify the right of entry onto private property by the Animal Control Officer under certain conditions.

- Section 14-96 was revised to change the fines and fees so as to bring them more in line with current standards and to cover actual costs incurred through enforcement of animal cases.

Recommendation:

Upon review, the revised ordinance should be approved as law by the City Commission thus amending the current ordinance.

Attachments:
Revised City of Palatka Ordinance, Chapter 14 Animals

Cc;

This instrument prepared by:
Betsy J. Driggers
201 North 2nd Street
Palatka, Florida 32177

ORDINANCE NO. 10-33

Entitled

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE CITY OF PALATKA, FLORIDA TO REVISE CHAPTER 14, ANIMALS, BY AMENDING ARTICLE I, SECTION 14-1, DEFINITIONS, SECTION 14-10, VIOLATIONS & PENALTY, AND SECTION 14-12, CONFINEMENT OF CATS OR DOGS IN HEAT (ESTRUS); BY AMENDING ARTICLE III TO ADD SECTION 14-65 ENTITLED PROTECTION OF METER READERS FROM VICIOUS DOGS, SECTION 14-66 ENTITLED DOG FIGHTING, AND SECTIONS 14-67 THROUGH 14-69 PERTAINING TO DANGEROUS DOGS; BY AMENDING ARTICLE IV, SECTION 14-92 ENTITLED RIGHT OF ENTRY, AND SECTION 14-98 ENTITLED REDEMPTION BY PERSON OTHER THAN OWNER; BY AMENDING ARTICLE V, SECTION 14-121, QUARANTINE OF SUSPECTED RABID ANIMAL (BITE CASES); AND BY AMENDING APPENDIX A, FEE SCHEDULE, FOR CHAPTER 14; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Whereas, the Palatka City Commission finds that, in order to reflect the current Florida Statues regarding animals, animal cruelty and violations of Code, the Palatka Municipal Code should be amended to add certain terminology, definitions and provisions that are designed to protect the health, welfare and quality of life of both citizens and animals alike.

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

SECTION 1. That Article 1, §14-1 of the Municipal Code shall be amended to include the following terms and definitions:

Dog fighting; exhibition of fighting means the fighting between or among dogs caused, promoted, encouraged or incited by any person for amusement or gain.

***

SECTION 2. That §14-10 of the Municipal Code is hereby amended to read:

Sec. 14-10 Violations; penalty.

(a) The provisions of F.S.*828.27 are hereby adopted by reference.

(b) Any violation of this chapter is a civil infraction with a maximum civil penalty not to exceed $500.00. Fines and service costs for citations issued for violations of the animal control ordinance shall be those established as the Putnam County Court Uniform Fine Schedule.

(c) ~~A civil penalty of less than the maximum civil penalty may be levied if the person who has committed the civil infraction does not contest the citation.~~

Citations as defined in F.S.*828.27(1f) may be issued by an officer who has probable cause to believe that a person has committed an act in violation of this chapter.

(d) Any person cited with a violation under this ordinance may pay the civil penalty within 30 days of the date of receiving the citation. If a person fails to pay the civil penalty within 30 days of receipt of the citation, the clerk's office shall issue a notice to appear before the Special Magistrate. An additional one time amount of $15.00 shall be assessed as a late fee for each penalty paid after the initial 30 day period in accordance with the fees approved by the city commission.~~council~~.

~~(d) Citations as defined in F.S.*828.27(1f) may be issued by an officer who has probable cause to believe that a person has committed an act in violation of this chapter.~~

(e) The citation may be contested in accordance with F.S.*828.27

(f) Failure to pay the civil penalty shall result in the recording of a lien in the amount of the civil penalty, late fee and recording fees.

***

SECTION 3. That §14-12 of the Municipal Code is hereby amended to read:

Sec. 14-12. Confinement of Cats or Dogs in Heat (Estrus).

It is unlawful for any owner or keeper to permit a female dog or cat in heat (estrus) to be upon the streets or in any public place. The owner or keeper of a female dog or cat in heat shall confine the animal so as to make it inaccessible to any male dog or cat except for controlled and intentional breeding purposes within such confinement. Confinement solely by leash, chain or other similar restraint, or within a fence, open kennel, open cage or run may be, but shall not be presumed to be, in compliance with this section.

If an animal found in violation of the above section is impounded, there shall be $65.00 redemption fee* charged to the owner or custodian (see Appendix A - Fee Schedule).
* - If owner of said animal agrees to have the animal spayed, this fee will be applied to the cost of such spaying.

***

SECTION 4. That the following sections shall be added to the Municipal Code, Chapter 14, Article III, Dogs:

Sec 14-65 Protection of meter readers from vicious dogs.

Persons keeping vicious dogs on their property inside a fenced area shall be required to keep such dogs safely penned or tied while city officials such as meter readers are on such property to read meters or conduct other lawful inspections. If such persons fail to keep the premises safe for meter inspections, after reasonable notice, they shall be required to change the location of their service entrances and meters to an easily accessible and safe place on their property. Should such persons fail to comply with this section, their utility service shall be discontinued.

Sec. 14-66 Dog fighting.

(a) Consistent with Fl. Statute 828.122 any person who knowingly commits any of the following acts commits a felony of the third degree, punishable as provided in s. 775.082, s.775.083, or s.775.084.

(b) No person shall own, possess, keep, or train any dog with the intent that such dog shall be engaged in an exhibition of fighting.

(c) No person shall build, make, maintain, or keep a pit or other structure on premises owned or occupied by him for the purpose of an exhibition of fighting, or allow such a pit or structure to be built, made, maintained, or kept on such premises.

(d) No person shall match, promote, encourage, instigate, hold, participate in, or advertise any exhibition of fighting.

(e) No person shall charge admission to or invite others to attend, or assist in, referee, or be a willing spectator of any exhibition of fighting.

(f) No person shall make bets or wagers upon the progress or outcome of any exhibition of fighting.

(g) It shall be the duty of all law enforcement officers of the City within their boundaries, to enforce the provisions of this section, to make arrest for violations hereof, to assist in the prosecution of persons charged with such violations, and to investigate violations of this section.

Sec. 14-67 Registration of Dangerous Dog.

NOTE: When a dog has been classified as Dangerous, Florida Statute 767.12, Requirements for Care and Control of the Dog, are effective immediately. The dangerous dog shall remain in the custody of Animal Control for up to 14 days to allow the owner time to demonstrate compliance with requirements (a) (1), (2), (3) and (4) of this Section. Failure to comply within 14 days of classification constitutes forfeiture of ownership of said dangerous dog.

(a) Within 14 days after a dog has been classified as dangerous by the animal control authority, the owner of the dog must obtain a certificate of registration for the dog from the animal control division. The certificate shall be renewed annually. Certificates of registration and renewals thereof shall be issued only to persons who are at least 18 years of age and who present to the animal control division sufficient evidence of:

(1) A current certificate of rabies vaccination for the dog;
(2) A proper enclosure to confine a dangerous dog and the posting of the on the property.
(3) Permanent identification of the dog, such as a tattoo on the inside thigh or electronic implantation; and
(4) Payment of all fees prior to the release of the animal from the shelter.

(b) The annual fee for the certificate of registration as required by this section is $250.00 (see Appendix A, Fee Schedule).

(c) The owner of a dangerous dog shall immediately notify the animal control division when a dog that has been classified as dangerous:

(1) Is loose or unconfined;
(2) Has bitten a human being or attacked another animal;
(3) Is sold, given away, or dies; or is moved to another address.

(d) In accordance to Fl. Statute 767.12 prior to a dangerous dog being sold or given away, the owner shall provide the name, address, and telephone number of the new owner to the animal control division. The new owner must comply with all of the requirements of Florida Statutes and this division, even if the animal is moved from one local jurisdiction to another within the state. The animal control officer must be notified by the owner of a dog classified as dangerous that the dog is in his jurisdiction.

Sec. 14-68 Dangerous Dogs: Proper Enclosure, Transport, Restraints.

(a) It is unlawful for the owner of a dangerous dog to permit the dog to be outside a proper enclosure unless the dog is muzzled and restrained by a substantial chain or leash and under control of a competent person. The muzzle must be made in a manner that will not cause injury to the dog or interfere with its vision or respiration but will

prevent it from biting any person or animal. The owner may exercise the dog in a securely fenced or enclosed area that does not have a top, without a muzzle or leash, if the dog remains within his sight and only members of his immediate household or persons 18 years of age or older are allowed in the enclosure when the dog is present. When being transported, such dogs must be safely and securely restrained within a vehicle.

(b) Violation of the "Dangerous Dog" statute and ordinance shall include a fine of at least $200.00 per violation.

Sec. 14-69 Sterilization Requirement of Dangerous Dogs.

Any animal classified as a Dangerous Dog shall not be used for breeding. Dangerous Dogs shall be spayed or neutered by a licensed veterinarian within thirty (30) days of such classification unless:

(a) A licensed veterinarian certifies in writing that the animal is incapable of reproduction; or

(b) A licensed veterinarian certifies in writing that spaying or neutering the animal would be seriously injurious to the animal's health, provided, however, that if the health condition of the animal is of a temporary nature, then the animal shall be spayed or neutered immediately after the health condition has been corrected.

Any person who violates any provision of this Section is guilty of a noncriminal infraction, punishable by a fine not exceeding $500.00.

***

SECTION 5. That Article IV, Section 14-92, Right of Entry, shall be amended to read as follows:

Sec. 14-92 Right of entry.

(a) Pursuant to F.S. 828.27,828.073, and 125.01, the animal control officer shall have the authority to enter public or unfenced private property within the City to carry out the duties imposed by this article.

(b) Pursuant to F.S. 828.27,828.073, and 125.01, the animal control officer shall have the authority to enter fenced private property, exclusive of building, when:

(1) The owner or keeper of an animal which has bitten or otherwise exposed a human or domestic or captive wild animal to rabies refuses to surrender such animal for rabies quarantine.

(2) The animal being sought was at large immediately prior to the division of animal control receiving a complaint that the animal was at large chasing people or domestic animals or was causing the destruction or loss of personal property, but subsequently returned to its owner's fenced private property, provided, however, that the animal has the capability to leave the fenced property by climbing, jumping, or crawling under the fence and provided that an attempt to contact the owner, if known, was unsuccessful.

(3) The division of animal control is taking possession of any animal found neglected or cruelly treated pursuant to F.S. 828.27,828.073 and 125.01.

(4) Pursuant to F.S. 767.12 and 125.01, the division of animal control is taking possession of any animal initially determined as dangerous or aggressive.

***

SECTION 6. That Article IV, Section 14-98, Redemption by person other than owner, shall be amended to read as follows:

Sec. 14-98. Redemption by person other than owner.

If the owner of any animal impounded under this article shall fail to redeem his animal within the time allowed for redemption, any other person may, upon complying with all provisions of this article, redeem the animal from the pound and be the lawful owner of the animal thereafter. If any dogs or cats which have not been sterilized are redeemed by persons other than the lawful owners thereof, then the dogs and cats shall be sterilized

by a licensed veterinarian prior to release and the cost thereof paid by the person redeeming the dog or cat.

Animals not redeemed by owner or voluntarily relinquished by owner may be adopted. A fee of $20.00 shall be charged for animals already sterilized and vaccinated. If not vaccinated, the adopting party shall be charged the cost of vaccination (see Appendix A, Fee Schedule).

***

SECTION 7. That Article V, Section 14-121, Quarantine of Suspected Rabid Animal shall be amended to read as follows:

Sec. 14-121. Quarantine of suspected rabid animal (Bite Cases)

Any animal which bites or scratches a person or which otherwise gives symptoms of having rabies shall be immediately reported to the county health officer and shall thereupon be securely quarantined at the direction of the health officer, for a period of ten days, and shall not be released from such quarantine except by written permission of the health officer or under his direction. At the discretion of the health officer, such quarantine may be on the premises of the owner, at the shelter designated as the city pound, or, at the owner's option and expense, in a veterinary hospital of his choice. In the case of stray animals, or in the case of animals whose ownership is not known, such quarantine shall be at the shelter designated as the city pound.

If the animal is impounded to quarantine, a redemption fee shall be charged in addition to the per day fee for impoundment. In the case of a first offense, the redemption fee shall be $25.00. For a second or subsequent impoundment, the fee shall be $50.00 (see Appendix A, Fee Schedule).

***

SECTION 8. That Appendix A, Fee Schedule, Chapter 14, Animals, is amended to read as follows:

§ 14-12. Fees for Redemption of Impounded Cats or Dogs in Heat (Estrus) to be charged in addition to the Per Day Impoundment fees under Sec. 14-96(a). . . . $65.00

§ 14-67. Annual Fee for Certification of Registration for a dog classified as Dangerous . . . $250.00

§ 14-96. Impoundment and redemption fees.

(a) Impoundment. A fee of ~~$6.00~~ $10.00 shall be charged to the owner for each day, or fraction thereof, of impoundment, for feeding and caring for such animal. The city manager shall have the discretion to waive any portion or all of the impoundment fee if the animal would otherwise be destroyed.

(b) Redemption from impoundment.

(1) First redemption by the owner within calendar year . . . ~~$10.00~~ $25.00

(2) Second redemption by the owner within calendar year . . . ~~$25.00~~ $45.00

(3) Each redemption by the owner thereafter within calendar year . . . ~~$35.00~~ $65.00

§ 14-97. Deposit for redemption of unvaccinated animal $10.00

§ 14-98. Adoption fee for impounded animal redeemed by person other than owner, when animal already sterilized and vaccinated. . . $20.00

§ 14-121. Redemption Fees for quarantine of rabid animal (bite cases)to be charged in addition to the Per Day Impoundment fees under Sec. 14-96 (a):

(a) Redemption from impoundment to quarantine (first offense). . . $25.00

(b) Redemption from impoundment to quarantine (second and subsequent offenses) . . . $50.00

***

SECTION 9. That if any section or portion of a section or subsection of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section or subsection or part of this ordinance.

***

SECTION 10. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

***

SECTION 11. This ordinance shall take effect upon its adoption.

***

SECTION 12. 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.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 9th day of December, 2010.

CITY OF PALATKA

BY: _____
Its MAYOR

ATTEST:

_____
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

Agenda Item

8

Parks Department

Memo

To: CITY MANAGER

From: JEFF NORTON

CC: CITY COMMISSION AND STAFF

Date: 9 November 2010

Subject: SPECIAL EVENTS ORDINANCE

A copy of the proposed revised "Special Events Ordinance" has been provided for your review.

Please note that all lines have been numbered in the event there are questions or concerns that can be easily identified upon your review.

All new proposed changes have been underlined and recommended omissions are shown with a strikethrough.

This is scheduled for first reading at the November 16, 2010 City Commission meeting.

I would like to meet with you at your convenience to answer any questions or concerns prior to first reading to discuss any concerns or suggested changes you may have.

You may contact me at City Hall: 329-0100, cell phone: 937-3093 or by way of e-mail: jnorton@palatka-fl.gov

Jeff Norton

Passed on 1st reading
w/ amendments 11-16-10

This instrument prepared by:
Betsy J. Driggers
201 North 2nd Street
Palatka, FL 32177

ORDINANCE NO. 10-34

Entitled

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING CHAPTER 50 OF THE MUNICIPAL CODE OF THE CITY OF PALATKA BY RESTATING ARTICLE III, SPECIAL EVENTS, IN ITS ENTIRETY; AMENDING GENERAL PROVISIONS, DEFINITIONS, AND QUALIFICATIONS OF NON-PROFIT ORGANIZATIONS; AMENDING APPLICATION PROCESSES, ISSUANCE AND FEES; AMENDING SPECIAL EVENT TERMS AND CONDITIONS; AND AMENDING THE SPECIAL EVENT SCHEDULE OF FEES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:

Section I. That the portion of the City of Palatka Municipal Code designated as Chapter 50, Section III, Special Events, shall be and the same is hereby amended to read as set forth in Exhibit 1 attached hereto and by this reference incorporated herein.

Section II. That all ordinances or parts of ordinances in conflict therewith are hereby repealed to the extent of such conflict.

Section III. That if any section or portion of a section or subsection of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or portion of a section, subsection, or part of this ordinance.

Section IV. That this ordinance shall take effect upon its passage as provided by law.

Section V. 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.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 9th day of December , 2010.

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

ARTICLE III. SPECIAL EVENTS

DIVISION 1. GENERALLY

Sec. 50-181. Intent.

It is the intent of this article to provide minimum standards for the regulation of ~~festivals and other~~ special events held in the city for the protection of the health, safety and welfare of the participants as well as the residents and taxpayers of the city.

(Ord. No. 03-23, Art. I, 10-23-2003)

Sec. 50-182. Permit required.

Any special event held within the corporate limits of the city shall be required to obtain a special event permit. All special events shall conform to the provisions set forth in this chapter and with all terms, conditions, and requirements identified in an issued permit.

(Ord. No. 03-23, Art. I, 10-23-2003)

Sec. 50-183. Definitions.

Applicant is the individual(s) or entity who makes application to the city to hold a special event. The applicant is responsible for compliance with terms and conditions set forth in the permit and requirements set forth herein.

Attendance shall be computed and calculated based on historical data. If no attendance data exists, then the minimum "attendance fee" shall be assessed.

Attendance formula means the total attendance divided by the number of days of operation. For purposes of this calculation, any part of a day shall be considered an entire day.

Booth means a stand for the sale of goods or containment of games and other individual entertainment activities associated with the special event.

Charitable organization means any person or group which has qualified for exemption from federal income tax as an exempt organization under the provisions of Section 501(c) of the Internal Revenue Code of 1954 or Section 528 of the Internal Revenue Code of 1986, as amended, and who is or holds ~~himself~~ himself/herself out to be established for any benevolent, educational, philanthropic, humane, scientific, artistic, patriotic, social welfare or advocacy, public health, environmental conservation, civic or other ~~eleemosynary~~ charitable purpose. It may include a chapter, branch, area, office or similar officiate performing functions of the organization within the state for a charitable organization, which has its principal place of business outside the state.

City sponsored event means an event sponsored by the city. ~~the city reserves the right to sponsor special events.~~ City sponsored events are exempt from the ~~procedural and~~ fee requirements contained herein, but ~~are required to~~ must follow procedures.

Classifications~~; waivers~~ means ~~that special events shall be classified in the below-listed~~ categories events are placed in ~~and subject to certain terms and conditions~~ based on the impact the event may have on Palatka residents and city services. Classifications shall be assigned by the Special Events Coordinator, using the classifications and criteria listed below

Class A means those events, which by design are intended to attract a minimum of 1,000 patrons on any peak attendance day from both ~~within~~ inside and outside Putnam County. These events ~~are commonly referred to as festivals and~~ may include:

(1) festivals and fishing tournaments with 100 or more boats

(2) ~~paid~~ commercial advertisement;

(3) beer/alcohol concessions;

(4) amplified sound ~~entertainment~~

(5 ~~3~~) street/sidewalk entertainment;

(6 4) multiple stages; ~~and~~

~~(5) itinerant merchandising.~~

(7) vendors

(8) ~~Require p~~Public safety and/or public works services beyond those regularly provided by the city.

Hours of operation shall be no earlier than ~~8~~7:00 a.m. and no later than 12:00 midnight unless approved by the City Commission, as recommended by the Special Events Committee. No amplified sound shall be permitted before~~12:30~~ 1:00 p.m. on Sundays or before 10:00 a.m. on any other day.

Any "Class A" permit for an event held on public property must be approved by the Palatka City Commission. The permit application with recommendations made by the Special Events Committee will be agendaed for action by the Palatka City Commission after the Planning Meeting has taken place.

Class B means those ~~public or private~~ events which ~~by design~~ are intended to attract less than 1,000 patrons or spectators on any peak attendance day~~,~~ and are generally limited to a local target market. These events ~~shall~~ may include, but are not limited to ~~certain cultural events, arts and craft shows, athletic events, community celebrations, dances, car shows, competitions, revivals,~~

~~concerts, regattas, fishing tournaments with 40 boats or more, and parades. These events may include amplified sound and food & beverage concessions. Except for fishing tournaments, hours of operation should be no earlier than 8:00 a.m. and no later than 10:00 p.m. No amplified sound shall be permitted before 12:30 p.m. on Sundays or before 10:00 a.m. any other day.~~

(1) Cultural events, arts and craft shows, athletic events, community celebrations, dances, car shows, competitions, revivals, concerts, regattas, fishing tournaments with at least 40 boats but no more 100 boats, and parades

(2) Advertisement, ~~usually~~ mainly limited to a local target market;

(3) Amplified sound

(4) Vendors;

(5) Public Safety and/or public works services beyond those regularly provided by the city.

Hours of operation shall be no earlier than 8:00 a.m. and no later than 12:00 midnight unless approved by the Special Events Coordinator. No amplified sound shall be permitted before 1:00 p.m. on Sundays or before 10:00 a.m. on any other day.

Class C means those events that have limited impact on traffic, parking and noise in surrounding neighborhoods, and do not exceed the capacity of the facility or other property proposed to be used. These ~~activities~~ events may involve, but are not limited to, the private use of city-owned or controlled property and are not open to the general public . These events may include, but are not limited to:

~~, including, but not limited to,but not limited to, fishing tournaments with less than 40 boats, weddings, picnics, family reunions, and birthday parties. These events will also include block parties, contests, certain types of low-impact concerts, and fund-raising food concessions for the benefit of nationally-recognized charities, local service clubs or other local organizations. These events may include serving of food and/or beverages, one source of amplified sound, up to eight hours of activities, and shall operate no earlier than 8:00 a.m. and no later than 10:00 p.m., except for fishing tournaments. No amplified sound shall be permitted before 12:30 p.m. on Sundays or before 10:00 a.m. on any other day.~~

(1) Fishing tournaments with less than 40 boats;

(2) Weddings, picnics, family reunions, and birthday parties, block parties, contests, certain types of low-impact concerts, and fund-raising food concessions for the benefit of nationally-recognized charities, local service clubs or other local organizations;

(3) Food and/or beverages service;

(4) One source of amplified sound

(5) Up to eight hours of activities

Hours of operation shall be no earlier than 8:00 a.m. and no later than 10:00 p.m. unless approved by the Special Events Coordinator. No amplified sound shall be permitted before 1:00 p.m. on Sundays or before 10:00 a.m. on any other day.

~~*Commercial activity* means the sale of any item or service, tangible or intangible, including but not limited to food and beverages, the charging of admission, the charging of fees for any service, entertainment or amusement, including but not limited to carnival rides.~~

Day means a 24-hour period beginning at 12:01 a.m.

Exemptions means not having to meet all the requirements of Article III, Special Events. ~~of t~~The following special events are exempt from city fee requirements only: a) Christmas parade, b) Fourth of July fireworks display, and c) Veteran's Day ceremony. All other provisions of Article III shall apply.

~~In the case of any any or all fees for city services may be reduced or waived by the city commission Class B or C special events of less than eight hours in duration, which involves no commercial benefit to any enterprise, duly agendad at a regular or special meeting city commission meeting, upon written application by the applicant.~~

Fees means all charges associated with an event. ~~f~~Fees are located in the Code of Ordinances, Appendix A, Schedule of Fees, under Chapter 50, Section 50-281, Special Events Fee Schedule.

Historically recurring event means an event ~~shall be considered "historically recurring" if the event~~ that has been held in one or more consecutive preceding years on approximately the same date.

Public property means any public street, sidewalk, place, property, easement, structure or facility owned, dedicated, controlled or otherwise under the jurisdiction and control of the city.

Special event means any public or private event held within the city, in which it can be anticipated that the number of persons attending the event will exceed the on-site parking available at the premises upon which the event will take place; or any public or private event in which it can be reasonably expected that services will be required beyond those that are regularly provided by the city such as additional police services, traffic control, crowd control, fire and/or emergency medical services, street closures, garbage cleanup, or other municipal services which may be necessary to service the event. Additionally, those public or private events that involve musical groups or amplified sound, high intensity lighting, fireworks, erection of temporary structures on city-owned or

controlled property, displays or other activities of such a nature that impinge upon any adjacent public, business or residential area shall be considered as a special event. This may include, but not be limited to athletic events, contests, fishing tournaments, sailing regattas, carnivals, concerts, religious events, walk-a-thons, competitions, festivals, block parties, street dances, parades, car shows, art/craft shows, bazaars, fireworks displays, motion and still photography productions or other similar activities which meet the definition listed herein for special events.

Special events committee shall be composed of the special events coordinator and ~~the CRA Director/Main Street Manager and~~ city department representatives whose department or division may be impacted by the special event, to include the police and fire departments. The committee shall be convened by the special events coordinator for each "Class A" event, and may be convened for ~~each and~~ "Class B" events.

Special events coordinator shall be appointed by the city manager to coordinate the management of special events in relation to permit applications, approvals, and the impact of the event on city services. The special events coordinator shall serve as the liaison between the applicant and the special events committee. The special events coordinator is responsible for keeping the city manager/city commission informed of upcoming events. The special events coordinator has the authority to coordinate "Class B and C" events without convening the special events committee.

Vendor/concession/business means any person, corporation, entity or enterprise providing the sale of goods or services for profit and/or the promotion, production, operation or management of any activities related to a special event as defined above.

Waiver means to refrain from a requirement or release from responsibility

(Ord. No. 03-23, Art. I, 10-23-2003)

Sec. 50-184. Qualification of non-profit charitable organization.

(a) Any non-profit charitable organization wishing to obtain a permit to hold a special event on public property shall submit with his application the following items:

(1) A valid certificate of exemption issued pursuant to Section 501(c) Internal Revenue Code of 1954 or a similar exemption certificate issued pursuant to Section 528 of the Internal Revenue Code of 1986; and

(2) Its nonprofit articles of incorporation and Charter, or similar documents to demonstrate its nonprofit status; and

(3) Evidence in the form of a Corporate Charter, partnership agreement or similar documentation that ~~is~~ it has been in existence and active.

(4) A mission statement stating the intent of the nonprofit organization's fundraising efforts.

~~(5) A financial statement containing the sources and the amount of the gross revenue derived by the charitable organization during the last audit period immediately preceding the filing of the letter of request, stating the names of the distributes of the net revenues and the amounts received by each. The statement shall be certified as correct by a principal officer or one who controls the charitable organization.~~

The city may require ~~other~~ reports covering the activities connected to the charitable organization.

(b) If requested, w~~W~~ithin 120 days of the close of the event, the applicant must submit:

(1) A comprehensive financial report or audit listing the income and expenses of the event, showing the amount of gross revenues, all payments made, and net proceeds, and how the net proceeds were distributed.

(2) An affidavit listing all suppliers from which they have received goods or services in connection with the event, and stating they have been paid in full, or if they have not, a listing of those suppliers and the amount they are owed.

Secs. 50-185--50-200. Reserved.

DIVISION 2. APPLICATION AND APPROVAL PROCESS

Sec. 50-201. Application for special events; time for submission; contents.

(a) Any person or entity desiring to hold a "special event" within the city, shall submit an application to the special events coordinator. Deadlines for submitting applications shall be ~~No application will be considered for approval unless it is filed in a timely fashion. An application is not filed in a timely fashion unless,~~ as follows:

1. ~~for~~ "Class A" special events ~~it is~~ must be submitted at least 90 days but no more than 365 days prior to the event;

2. ~~for~~ "Class B" special events ~~it is~~ must be submitted at least 30 days but no more than 365 days prior to the event;

3. ~~and for~~ "Class C" special events ~~it is~~ must be submitted at least ~~7~~ 30 days but no more than 180 days prior to the event.

The ~~City Manager~~ special events coordinator may authorize any Class B or Class C permit, if submitted after the above deadlines. ~~,upon recommendation or approval from the Special Events Coordinator~~.

The application shall be upon a form approved by the city commission, and available at city hall. Written instructions ~~to aid in completing the form and submitting the application~~ shall be provided along with the application to any ~~potential~~ applicant upon request.

(b) In order to be considered for approval, an application submitted to the special events coordinator must contain the following information:

(1) Name, address and telephone number of applicant. Attach copies of the following documents as needed: driver's license, food handler's license, alcohol license and non profit status.

(2) Type of proposed event and description of planned activities.

(3) Date and times of major event activities, including daily beginning and ending times.

(4) Estimated number of people expected to attend the event each day, and the basis of the estimate.

(5) Location of event, including detailed site plan specifying location of major event attractions and activities.

(6) Whether "stages" are to be utilized, and if so, how many.

(7) Whether amplified sound is to be utilized and, if so, from how many sources.

(8) Whether tents and canopies are to be utilized and, if so, the number and size ~~how many~~

(9) Whether food and beverages will be sold by event vendors.

(10) Whether merchandise other than food or beverages will be sold by event vendors.

(11) Whether the applicant intends to furnish, at the applicant's expense, first aid or medical facilities or personnel. If so, provide a description.

(12) Whether the applicant intends to furnish, at the applicant's expense, security personnel or equipment. If so, provide a description.

(13) The names of those persons to be designated by the applicant as on-site representatives of the applicant, and the names and telephone numbers of any other persons to be contacted on behalf of the applicant in the event of an emergency.

(c) Upon receipt of a completed application, the special events coordinator shall review same and determine if the proposed event should be classified as a Class A event, a Class B event, or a Class C event, as these categories are defined in division 1, section 50-183.

(1) If the proposed event is determined to be a Class C event, then the special events coordinator shall decide whether to issue a permit authorizing the event. In deciding whether to issue a permit authorizing the event, the Special Events Coordinator shall be guided by the criteria set forth in subsection (e) hereof and may request the applicant to provide additional information necessary to the decision-making process.

(2) If the proposed event is determined to be a Class B event, the ~~city manager~~ special events coordinator shall decide whether to issue a permit authorizing the event. In deciding whether to issue a permit authorizing the event, the ~~city manager~~ special events coordinator shall be guided by the criteria set forth in subsection (e) hereof and may request additional information necessary to the decision-making process. The special events coordinator may schedule a planning meeting with the applicant and special events committee if deemed appropriate.

(3) If the proposed event is determined to be a Class A event, then the special events coordinator shall schedule a "planning meeting", to be attended by the special events committee, the applicant's authorized representatives (including the applicant's designated event planner and designated safety officer [if any]) and the special events coordinator. At the planning meeting, all aspects of the proposed event and its impact upon the city shall be discussed. As a result of the planning meeting, the special events ~~committee~~ <u>coordinator</u> shall, within ~~seven~~ <u>thirty</u> days of the meeting's conclusion, prepare a written report which:

a. Specifies any concerns held by the committee regarding the potential impact of the event upon any city department or city service.

b. Specifies any concerns held by the committee regarding the ability of any city department to furnish the level of services required to satisfy any need, which the event will likely create.

c. Makes specific recommendations or findings regarding the number of city employees and "employee hours" in excess of "normal" staffing requirements,

which each city department will likely be required to devote to servicing the event, and the expected cost to each department of the additional staffing requirements.

d. Details any offers made by the applicant at the planning meeting to modify the application to address concerns raised during the planning meeting.

e. Makes specific recommendations regarding any terms or limitations, which should be required as a condition of event, permit approval and which are necessary for the protection of the public and its health and safety.

The report ~~of the special events committee~~ shall be forwarded to the city commission.

(d) All applications for Class A event permits shall be considered by the city commission at the first city commission meeting held after the special events committee's final planning meeting. ~~referred to in subsection (c)(2)~~ this section, provided the written report of the special events committee has been prepared and furnished to the city clerk, and the agenda and public notice requirements of the commission have been satisfied. Otherwise, the event application shall be considered at the first regularly scheduled city commission meeting held after the city clerk's receipt of the written report and for which the commission's agenda and public notice requirements can be satisfied.

(e) Before granting an application for a Class A special event permit, the city commission must find that:

(1) The proposed event will not unduly adversely impact neighboring businesses or residents.

(2) The proposed event will not present an unacceptable risk to the safety of the public.

(3) The proposed event will not generate unacceptable levels of noise, taking into account the location at which the noise is to be generated, the time when the noise is to be generated, and the impact upon those who may be affected.

(4) The proposed event will not exceed the city's ability to provide necessary services, including but not limited to police, fire, medical, and sanitation services.

(5) The proposed event will not unduly or adversely impact city-owned or publicly owned property.

(6) The proposed event will not disrupt vehicular traffic flow and/or pedestrian traffic flow to the extent that the safety or convenience of the public is unreasonably impacted.

(7) Conditions, terms, or limitations can be fashioned which, if implemented, will satisfy the city's obligation to safeguard the public's health, safety, and welfare; and, the applicant is willing to accept and comply with said conditions, terms, or limitations.

(f) Upon a finding by the city commission that the criteria set forth in ~~subsection (e)~~ this section have been satisfied, the city commission shall approve issuance of a special event permit, subject to those conditions, terms or limitations which the commission finds necessary to the protection of the public's health, safety, and welfare, which may include but not be limited to the applicant's payment of fees and/or costs provided for herein. In the event the commission determines that one or more of the criteria set forth in ~~subsection (e)~~ this section has not been satisfied, the commission shall deny the permit but shall specify the issuance criteria which the commission has determined the applicant failed to satisfy.

(g) All special event permit applications shall be considered for approval in the order in which the completed applications are submitted. However, if applications for Class A, Class B, and Class C special events are simultaneously pending, and the approval of one of the applications will adversely impact one or more of the others, preference shall be given first to the application for a historically recurring event; next to the application for the Class A event, next to the application for the Class B event, and finally to the application for the Class C event.

(h) The special events coordinator shall schedule a post-event review meeting within 30 days after the close of a Class A event, and may schedule a post-event review meeting within 45 days after the close of a Class B event, which shall include the special events committee and the applicant and/or representatives.

(Ord. No. 03-23, Art. II, 10-23-2003)

Sec. 50-202. Permit issuance; fees.

(a) If an application for a Class A or Class B permit is approved, the special events coordinator shall notify the applicant of same in writing and shall provide the applicant with a written summary of the permit's terms, conditions, and limitations, which shall include but not be limited to, a listing of all fees and costs to be assessed in conjunction with the issuance of the permit. If the application for a Class A or Class B permit is denied, the special events coordinator shall notify the applicant in writing of same and of the reason specified as the basis for the denial.

(b) If a special event permit is approved, the applicant ~~may~~ will be assessed fees, which shall include, but not be limited to, the following:

(1) Daily fee for each day of the event. For purposes of this section, "day of the event" shall include any portion of a day. The daily fee shall be determined in accord with ~~division 4,~~ the Fee Schedule.

(2) "Class A" permit applicants shall agree to pay the actual cost of the Putnam County Landfill tipping fee. Payment of actual tipping fees shall be rendered within seven days of the close of the event. The city commission shall impose an additional minimum deposit of $500.00, up to a maximum of $2,500.00, to be credited towards the payment of actual tipping fees. Any "surplus" deposit will be refunded after actual fees have been deducted, or upon proof of waiver of any landfill tipping fees by the Putnam County Board of County Commissioners.

(3) Law enforcement/security fees pursuant to division 4.

[redacted]

(5) Fire/rescue fees pursuant to division 4.

[redacted]

(7) Building department inspection fees pursuant to division 4.

(8) Any other fee which the city commission finds reasonable and necessary to provide for the public health, safety, and welfare.

(c) All "categories" of fees assessed as described in subsection (b) of this section shall be itemized at the time of permit approval. The amount of the fees shall be calculated if possible, or estimated if of a type which can not be precisely calculated in advance, at the time the applicant is notified of permit approval by the special events coordinator.

(d) The city commission has the right to waive or reduce fees for applicants who meet the definition of charitable organizations under division 1, section 50-183. Any applicant may request any or all fees for city services be reduced or waived by the city commission for Class B or C special events of less than eight hours in duration, which involve no commercial benefit to any enterprise. All such requests must be in writing and provided to the City Clerk for placement on the Commission agenda at a meeting to be held prior to the event.

(e) Payment of all fees and "estimated" fees shall be due at least ~~seven~~ fourteen (14) days prior to the first day of the event. Any fee that is "estimated" shall be precisely calculated as soon as information necessary to said calculation is available, but not later than 30 days after the event has concluded. The special events coordinator shall then notify the applicant of the variance between the estimated fee and the actual fee, and shall within

30 days thereafter, refund to the applicant the amount of any "surplus" fee collected or, collect from the applicant the amount of any fee "deficit".

If remaining fees are not paid, this may result in future denial of any Special Events or Permits.

(f) If an entire special event is canceled due to a weather emergency as declared by Putnam County Emergency Management and/or the police chief or his designee, the applicant may choose one of the following options:

1. Choose another date to hold the event; and

2. Choose to be refunded all fees associated with the event already paid to the City, other than the **~~minimum~~ ~~permit~~ fees assessed for services already rendered by the city, ~~shall be refunded to the applicant.~~**

(g) The applicant is solely responsible for acquiring any/all permits and authorization required by city, state, county, or federal authorities for the conduct of activities associated with the special event which may be in addition to the special event permit described herein. Proof of issuance of any such "additional" permits or authorizations shall be provided to the special events coordinator at least ~~48 hours~~ five business days prior to the first day of the special event.

(h) Failure to comply with the terms and conditions of a special event permit shall be grounds for immediate suspension of the event, which suspension shall continue until at least such time as the noncompliance is remedied. Notice of said "noncompliance" shall be communicated immediately to the applicant or his designee by the ~~city manager~~ special events coordinator or his designee, or the chief of police or his designee. The ~~city manager~~ special events coordinator or his designee, or the chief of police or his designee may then suspend the event, if the noncompliance is not remedied or until the noncompliance is remedied.

Secs. 50-203--50-220. Reserved.

DIVISION 3. SPECIAL EVENT TERMS AND CONDITIONS

Sec. 50-221. ~~Performance bond; security for damage to public property.~~ Use of Riverfront public property and facilities

Use of public property and facilities adjacent to the St. Johns River by for-profit organizations, corporations, or entities, or by individuals engaged in a venture designed to general profit, shall be restricted to activities which are dependent upon or related to water resources, including but not limited to boat races, sailing regattas, boat shows, fishing tournaments, rowing events, swimming events, and water skiing events~~, etc~~.

~~Security for damage to public property shall be provided by the "Class A" permit applicant(s) in a cash bond in the amount of $500.00 to secure restoration of any public property damaged within 600 feet of all property line boundaries of the special event, and within 24 hours of the conclusion of the event, to warrant that the same shall be free of trash, garbage, litter and any other debris and that the said property shall be placed in the same conditional state existing prior to the special event. The Fire Marshal, city parks Parks superintendent Superintendent or designee and/or the building inspector Building Inspector shall inspect the public property impacted by the special event on the days immediately prior to and following the conclusion of the event to confirm compliance. The performance bond shall also be conditioned to cover any non-paid expenses incurred by the city for any additional services such as necessary reinspections0, additional personnel costs due to schedule adjustments and any other impact to existing city services not approved prior to the special event. The applicant(s)' liability for damages to city property as described above is not limited to $500.00.~~

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-222. Indemnification/insurance; liquor liability insurance.

(a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorney's fees) suffered by the city 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 as an inducement to the granting of the permit.

(2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.

(b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not

less than $1,000,000.00 per person for bodily injury or death, $2,000,000.00 per occurrence for bodily injury or death and $500,000.00 per occurrence for property damage, naming the city as "additional insured".

(c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of $500,000.00 which shall name the city as additional insured.

(d) Nothing in this section shall be construed to effect in any way the city's rights, privileges and immunities as set forth in Florida Statutes, section 768.28.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-223. Alcoholic beverage regulations.

As provided in chapter 10, section 4(d), the city commission may grant special permission for the sale, consumption, or possession of beer and/or wine in open containers during special events within defined areas of any public park, recreation area, street, sidewalk, or public parking facility and for specific times. This special permission is not intended to authorize the violation of state statutes and shall not be so interpreted. In addition to any statutorily imposed obligations of the seller of alcoholic beverages, it shall be the obligation of the applicant to insure that the terms of any "special permission" granted by the city commission, as well as state, county, and municipal laws regarding the sale and~~,~~ consumption or possession of alcoholic beverages are strictly complied with in connection with the conduct of event activities.

During the course of the event, if the terms of the "special permission" are violated and/or violations of municipal, state, county or federal law are noted which are related to alcoholic beverages sales or consumption at the event, and warnings of noncompliance are not corrected by the event organizer and/or ~~his~~ staff, the ~~police~~ chief of police or his designee may issue a cease sale order, and no further alcoholic beverages may be sold or consumed in connection with the event.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-224. Noise control.

The city commission may issue a special permit to exceed noise levels established by chapter 30, Palatka Code of Ordinances, in conjunction with any Class A or Class B event. The special permit may be limited to specific times and specified areas, subject to the limitations for waivers as set forth in chapter 30, noise control. Except as otherwise stated herein, the provisions of Chapter 30, Section 101, Palatka Code of Ordinances, shall apply to all special events.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-225. Public law enforcement and private security services.

(a) Unless otherwise authorized by the chief of police, the Palatka Police Department shall be the sole provider for public law enforcement services. The number of public law enforcement personnel and the number of applicant~~(s)~~ provided private security personnel required to service the special event shall be determined in the planning meeting with final approval by the city. The chief of police or his designee shall have authority over and command of all security, both public and private.

(b) The chief of police or his designee shall determine the number of officers required for security at the planning meeting based on city requirements, applicant(s) needs, traffic control, parking and required protection of adjacent sites within 1,500 feet of the property of which the special event is held. Additional officers may be authorized or required, depending upon the character and risk factor of the proposed special event.

(c) The city, in consultation with the applicant(s), shall establish the appropriate time frames in which public law enforcement and private security is needed for each aspect of the special event. The applicant(s) will provide a tentative schedule of activities for each day of the event at the planning meeting. The city shall assign a "special event field operations detail" to handle law enforcement services. Because the final activities schedule may change, the city police department supervisor in charge of the detail, shall have the authority to adjust the work schedule to cover any activities that may require additional or fewer public law enforcement services. Fees for police services may vary due to scheduling adjustments determined and approved on-site by the police supervisor and the applicant(s) during the event. Any additional fees generated by scheduling adjustments shall be the responsibility of the applicant(s).

(d) If the scope of the event exceeds the Palatka Police Department's manpower capacity, the chief of police may contract with other law enforcement agencies to provide additional resources. All contractual law enforcement personnel will work under the supervision of the chief of police or his designee, and will be assigned accordingly.

(e) Fee schedule for determining police ~~officer~~ personnel ~~and equipment~~ costs, to be paid by applicant(s) of event, shall be as set forth in the ~~Code of Ordinances, appendix A, schedule of fees, under chapter 50~~, special events fee schedule.

Sec. 50-226. Fire department services.

(a) Unless otherwise authorized by the fire chief, the Palatka Fire Department shall be the sole provider for fire department services. The number of certified fire department personnel and the level of fire protection services required to service any special event shall be determined by the city in the planning meeting with final approval by the city. Fire department services shall be for the purpose of fire protection. Fire protection shall also be required during the event, or certain aspects of the event, in any structure in which any type of explosive, open flame, spark-producing device or flammable solid, liquid or gaseous material is used. The fire department shall determine what is necessary to provide adequate fire protection and safety for each event.

(b) The city shall also establish the appropriate time frames fire personnel are needed for fire protection services for each aspect of the special event. The applicant(s) will provide a tentative schedule of activities for each day of the event at the planning meeting.

(c) In the event the applicant(s) are authorized to utilize certified firefighter fireguards from an agency other than the Palatka Fire Department, an agency representative must be present in the planning meeting and the agency must meet the requirements for fire protection as agreed in the meeting.

(d) Fees for fire department personnel and equipment costs to be paid by applicant(s) of event, shall be as set forth in the ~~Code of Ordinances, appendix A, schedule of fees, under chapter 50,~~ special events fee schedule.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-227. Emergency medical services (EMS); advanced life support/water rescue.

(a) The special events committee shall determine the minimum level of emergency medical services that are necessary for the special event.

(b) A member of the Putnam County EMS shall be invited to attend the special event planning meeting, and shall be requested to provide input regarding the minimum level of EMS services required for the event. In addition, said representative shall be requested to define the level of services that Putnam County EMS will provide.

(c) If the minimum level of EMS services determined to be necessary for the event by the special events committee, with input from the Putnam County EMS representative is greater than the level of service which the Putnam County EMS will provide, then the special event applicant shall be required to provide, at the applicant's expense, those additional medical services necessary to meet the minimum level established.

(d) All special events involving open-water system activities that include boats, personal watercraft, canoes, kayaks, paddle boards, surf and boogie boards, and/or swimming may require a two-person water rescue team with an approved rescue craft.

(e) Any fees for EMS personnel and equipment costs shall be the sole responsibility of the applicant.

Sec. 50-228. Public works services.

(a) Should the services of the city parks, streets, water and sanitation department be required, the number of personnel, type of equipment and the type of public works services required to service the event shall be determined by the applicant(s) and the city in the planning meeting. Public works department services shall generally be limited to the tasks directly related to city participation in the event.

(b) The formula for determining the number of parks, streets, water and sanitation department personnel and equipment required shall be based on the type of tasks required. Unless otherwise approved by the special events committee, there shall be a minimum of one sanitation worker and one parks worker scheduled for each Class "A" and Class "B" event.

(c) Fee for public works personnel and equipment costs to be paid by applicant(s) of event, shall be ~~as set forth in the Code of Ordinances, appendix A, schedule of fees, under chapter 50, special events fee schedule~~ determined during the special events committee meeting.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-229. Building department services.

(a) The number of building department personnel and services required to service the special event shall be limited to inspection services required in the initial setup of the event and both a pre and post inspection of public property at the conclusion of the event for performance bond purposes.

(b) The formula for determining the number of building department personnel required shall be one inspector to perform a pre-inspection of the site and structures prior to the commencement of the event and one inspector to perform the site inspection at the conclusion of the event.

(c) Fees for building department inspections to be paid by applicant(s) of event~~,~~ shall be as set forth in the ~~Code of Ordinances, appendix A, schedule of fees, under chapter 50~~ special events fee schedule.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-230. Electrical contractor of record.

Prior to the start of the special event, unless otherwise authorized by the chief building official, the applicant(s) shall provide the city building department with a letter from a state certified electrical contractor accepting responsibility for the quality and code compliance of all electrical work performed on behalf of the applicant(s) with regard to the special event.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-231. Portable toilets; number required; locations; servicing.

(a) Any event requiring temporary restroom facilities will be required to obtain any required permit(s) for these facilities from the Putnam County Health Department before the start of activities.

(b) The number and location of portable toilets located on-site and on public property within 600 feet of the property on which the special event is conducted, shall be determined in the planning meeting and shall be approved by the city.

(c) Any units located on public property shall be removed no later [than] 48 hours following the last day of the event.

(d) If structures on the event site have toilet facilities easily identified and readily available to the public, and there is no charge to the public to have access or to utilize them, they may be used in the formula to determine the number of units needed. If additional portable toilets are needed then it shall be determined during the Special Events Committee Needs Assessment meeting.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-232. Garbage pickup; servicing; fees.

(a) The number and location of portable roll-out garbage containers, stationery garbage containers and dumpsters located on public property within 600 feet of the property on which the special event is conducted, shall be determined in the planning meeting and shall be approved by the city.

(b) Transportation of all portable containers to the dumpsters shall be the responsibility of the applicant. Emptying of all portable containers into the sanitary waste collection truck shall be the responsibility of the city sanitation department. Additional containers shall be determined in the planning meeting. Dumpster(s) may be serviced as needed by the sanitation department. It shall be the responsibility of the city parks department to empty all permanent decorative garbage containers and any other stationary waste receptacles owned by and provided by the city. All garbage containers not owned by the city that are temporarily located on public property shall be removed no later than the first day following the last day of the event. Fees for the drop-off/pickup/steam cleaning of all city-owned rollout containers shall be the responsibility of the applicant(s), and will be determined based on the actual cost of that service.

(c) Applicant(s) shall be jointly responsible for maintaining the event site and public property from trash, garbage, litter and any other debris within 600 feet of the boundaries of the property line on which the special event takes place. This responsibility shall extend from the first calendar day of the special event consecutively through the first 24-hour period after the last day of the special event. The property shall be maintained in the same or better conditional state existing prior to the commencement of the special event. The applicant(s) is responsible for removing all remaining trash or debris gathered or relocated on the property as a result of the event. If it is necessary for the city to affect a cleanup of the area, the cost for the city to perform the work shall be deducted from the performance bond.

Sec. 50-233. Location of public parking; transportation services.

If required, the applicant(s) shall be responsible for submitting a plan that allows for adequate public parking and transportation services to the event site. Attention shall be given to traffic circulation and emergency access for police, fire, and medical personnel. The applicant(s) may be required to post approved signage at all designated parking. All signs will be removed within 24 hours of the event closing. Written permission from property owners approving off-site parking shall be provided. The applicant(s) shall designate handicapped-accessible parking pursuant to Florida Statutes. The applicant(s) shall designate and maintain adequate and easily accessible parking location for all security, fire protection and emergency medical service vehicles on site. Failure to provide for adequate parking and/or transportation services shall be grounds for event disapproval.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-234. Public street barricades/street closures/detours.

The city shall have the full authority to dictate the closure of any city street or roadway and/or the detour of all traffic flow on any city street or roadway in relation to the management of a permitted special event. The applicant(s) is responsible for submitting a plan at the planning meeting detailing the proposed street closure. Barricades and cones for approved locations provided by the city should be returned within 24 hours after the close of the special event. Applicant(s) shall be responsible for replacement of all missing or broken barricades and cones; the cost shall be deducted from the performance bond. It shall be the responsibility of the applicant(s) to provide setup and breakdown at the approved times as determined in the planning meeting.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-235. Proposed traffic flow.

Traffic flow and direction for all aspects of the event, including public property and onsite event location, shall be determined by the city. The city shall determine those areas that may require temporary "no parking" and the applicant(s) will so designate with approved signage as necessary.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-236. Emergency vehicle access.

Access, traffic lanes and parking for emergency vehicles shall be determined and approved by the city. No Street shall be blocked in such a matter as to hinder the immediate passage of emergency vehicles.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-237. Pedestrian traffic access.

Pedestrian traffic access from parking areas to the event shall be designated on the site sketch and approved by the city. Pedestrian traffic access involving the crossing of a major thoroughfare may require additional traffic control measures to be implemented, as determined in the planning meeting.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-238. Temporary structures; integrity, location.

It shall be the responsibility of the applicant(s) of the special event to ensure that all temporary structures erected for the special event are safe, structurally sound and adequate, based on the number of persons specified to use the structure. All temporary structures shall have a Class III type ladder or steps for each elevation level. The location of all temporary structures, erected for the purpose of the special event, shall be approved by the city and shall not be located so as to damage the environment. Canopy-style tents may be approved for use on the riverfront park. All

temporary structures shall be properly anchored to guard against failure in event of adverse weather conditions. Applicant(s) shall submit a written certification from a state-licensed structural engineer that all temporary structures in which scaffolding and/or staging equipment is utilized in construction, is deemed safe and has the structural integrity necessary and appropriate for the use for which it is intended. No spectators, competitors and/or participants of the special event shall be permitted on the temporary structures at any time unless approved by the applicant(s) staff.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-239. Number and location of vendors/concession/applicant(s) stands/booths.

(a) All proposed vendor, concession and/or applicant(s) stands/booths or designated sites for same shall be noted on the site plan sketch and approved by the city. It is recognized that additional vendors and concessionaires may decide to participate after the planning meeting. It shall be the responsibility of the applicant(s) to notify the city of all additional vendors and their proposed locations, prior to commencement of the special event.

(b) The city shall require no fee of vendors, concession facilities or booths, <u>but shall require a list with a mapped location of vendors, concession facilities or booths.</u>

(c) No vendor who is authorized to sell merchandise at the special event by the applicant will be required to obtain ~~an occupational license~~ <u>business tax receipt</u> from the city as a condition of selling merchandise, goods, or services during the special event. No holder of ~~an occupational license~~ <u>business tax receipt</u> issued by the city shall be exempt for this reason alone, from any fee requirement imposed by the applicant as a condition of selling goods or merchandise at the special event.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-240. Major suppliers.

All major suppliers of goods and services to the applicant such as, but not limited to, beverages for sale, t-shirts, entertainment and equipment leasing shall be noted on the application.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-241. Number and location of static and mobile displays.

The number and location of all static and mobile displays shall be approved by the city. Displays shall meet all health and safety regulations.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-242. Location of staff management headquarters/telephone numbers/sound system location/uniform identification.

Applicant(s) shall provide the city with the location of the special event management team headquarters and telephone number(s) at which the management team can be reached during the event. Name(s) of on-site contact person(s) and telephone number(s) of same shall be listed on the site plan sketch. Applicant(s) staff personnel shall wear identification to indicate event affiliation during the hours of the event. Location of public address sound system shall be designated, if applicable.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-243. Number and location of special needs.

The number and location of activities creating special needs during the special event shall be discussed and determined during the planning meeting. Specific proposed locations shall be designated on the site plan sketch. These shall include such activities as launching areas for watercraft, pet and animal attractions, active equipment operations, car shows and any other activities unique to the special event.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-244. Temporary signs/banners.

Temporary advertisement banners may be erected no more than ~~45~~ 30 days prior to the special event ~~on the property of the applicant(s) and~~ on temporary structures erected for the event for the duration of the special event only. Cold air advertising structures may be permitted. Event parking signs may be placed at approved parking areas during the duration of the event. The applicant(s) is responsible for obtaining permission from the property owner for sign placement, It is the responsibility of the applicant(s) to remove all temporary signs/banners ~~should be removed~~ within 48 hours after the close of the special event.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-245. Promotional visual effects.

All special lighting and/or visual effects such as high powered lighting units or fireworks attractions must be approved by the city. The location of visual effects shall be approved by the city.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-246. Fireworks displays.

Any applicant desiring a fireworks display will be required to obtain a fireworks permit from the Palatka Fire Marshall prior to the beginning of the event.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-247. Tents.

It shall be unlawful for any person to erect a temporary structure for use by the general public as a tent without having made application for and receiving a permit to do so in accordance with the conditions and limitations as established by city building, zoning and land use laws, ordinances and regulations.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-248. Carnivals/amusements/rides.

(a) It shall be unlawful for any person to erect, cause to be erected, operate or maintain a carnival in conjunction with any special event within the city without having made application for and receiving a carnival permit and occupational license to do so in accordance with the conditions and limitations set forth in this article.

(b) Carnivals held in conjunction with festivals or other special events shall constitute activity in the course and scope of the event, and the operating days will be treated the same as any day of operation. If the carnival is held within the boundaries of the special event, and not at a separate location, a carnival occupational license shall not be required.

(c) Other than as stipulated herein, all provisions of the ordinances of the city, plus all applicable fees and occupational licensure, shall apply to carnival operations.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-249. Miscellaneous requirements.

The following requirements shall be discussed and approved in the planning meeting in regard to specific activities and/or operations related to the special event:

(1)Protection of property. Prior to any special event in which state protected property may be impacted, applicant(s) shall obtain written permit approval from the Florida Department of Environmental Protection and/or any other regulatory agency that may have jurisdiction over such matters. The permit shall be submitted in accordance with requirements set forth herein.

(2)Notification of neighboring properties. ~~Prior to the meeting at which an application for special event is considered by the city commission, applicant(s) may be~~ Class A event

organizers are required to provide written notification to all property owners located within 1,500 feet of the property on which the special event will occur. This notification shall include the date(s), type ~~and location~~ of the event, area to be impacted, estimated attendance ~~number of spectators for each day of event~~, ~~proposed applicant(s)~~ security measures and any ~~other~~ activities of the event that may adversely impact the property owners of neighboring properties. Applicants must provide the special event coordinator a copy of the letter; a list of names and addresses of those notified; and if the notice is hand delivered, a notarized affidavit certifying that the letter was delivered a minimum of 15 days prior to the event. The city may require applicant(s) to conduct a meeting with interested property owners to discuss management of the event. If a meeting is scheduled, it shall be conducted by the applicant(s) and held in a location designated by the city.

(3) Watercraft. If the special event requires the use of watercraft for competition, servicing, maintenance, safety or any other reason, they shall be allowed in approved areas as ~~only to be~~ established in the planning meeting. Temporary buoys and markers may be placed with written approval from the United States Coast Guard. A copy of the approval letter must be submitted to the City prior to the event.

(4) If the special event involves watercraft competition, waterborne rescue and lifesaving personnel and equipment shall be on-duty and prepared to act to protect competitors and spectators during all competition and practice. Appropriate locations for work areas for watercraft shall be designated and approved by the city prior to approval of the special event permit.

(5) No vehicles, trailers or mobile equipment shall be permitted on the riverfront outside of the approved designated areas. Loading and unloading of watercraft from trailers, shall be permitted only in designated locations, determined in the planning meeting. No fueling, refueling or storage of fuels shall be permitted on the riverfront park, unless approved by the fire department and any other government entity that has jurisdiction over such matters.

(6) All aircraft and aerial operations, to include fixed and rotary wing, lighter-than-air, ultra light, seaplane, and parachute demonstrations, that will be utilized in any aspect of a special event, shall be approved by the city. The area(s) of operation shall be appropriately marked and designated by the operator as an "Aircraft Landing/Operations zone," in addition to the locations of any landing activities and/or display site(s). In addition, the time of landings(s), takeoff(s) and other aircraft/aerial operations related to the special event shall be approved by the city. All aircraft flight operations shall conform to FAA regulations and meet minimum pilot qualifications for the given type of operation intended. All refueling operations shall be performed according to FAA requirements.

(7) All operators of any type of aircraft being used for amusement purposes shall provide the city with a certificate of liability insurance coverage~~. Insurance coverage shall provide liability insurance protection for the city,~~ in an amount ~~of~~ not less than $1,000,000.00 per person for bodily injury or death $2,000,000.00 per occurrence for bodily injury or death and $500,000.00 per occurrence for property damage, naming the city as "additional insured".

(8) Accessibility for the handicapped. All applicable laws and requirements for accessibility and accommodations for the handicapped shall be met by the applicant regarding structures, site locations and event activities. All existing curb cuts shall remain unblocked, unimpeded and open for use by the public. Vendors must maintain a 48" clear path along the sidewalk at all times.

(Ord. No. 03-23, Art. III, 10-23-2003)

Sec. 50-250. Permit nontransferable.

A permit issued under this chapter shall be nontransferable from one organization, associational group or individual to another. This prohibition shall not be construed to prevent a permittee from changing the name set forth in the original application; however, an amendment to the original application for the license shall be filed with the city.

(Ord. No. 03-23, Art. III, 10-23-2003)

~~Sec. 50-251. Use of riverfront.~~ **THIS IS NOW SEC. 50-221**

~~Use of public property and facilities adjacent to the St. Johns River by for-profit organizations, corporations, or entities, or by individuals engaged in a venture designed to generate profit, shall be restricted to activities which are dependent upon or related to water resources, such as boat races, sailing regattas, boat shows, fishing tournaments, rowing events, swimming events, water skiing events, etc.~~

(Ord. No. 03-23, Art. III, 10-23-2003)

Secs. 50-252–50-280. Reserved.

DIVISION 4. SPECIAL EVENT SCHEDULE OF FEES

Sec. 50-281. Fee schedule.

The following fee schedule is hereby established for all special events unless otherwise waived by the city commission or its representative.

Attendance is based upon historical data. In a case where no historical data is available, the minimum fee shall be based on the lowest per-day fee. Attendance formula means the total attendance divided by the number of days of operation.

~~Class "A", P~~permit fees~~,~~per day:

TABLE INSET~~:~~

Attendance Rate:	Permit Fee
~~Up to 10,000 per day:~~ "Class A" Permit Fee With Attendance Up to 10,000 per day	~~$100.00~~ $150.00
~~10,000- 40,000 per day:~~"Class A" Permit Fee With Attendance 10,000-40,000 per day	~~$150.00~~ $225.00
~~40,000- 80,000 per day:~~"Class A" Permit Fee With Attendance 40,000-80,000 per day	~~$200.00~~ $300.00
~~"Class B" permit fee, per day~~ "Class B" Permit Fee per day	~~$75.00~~ $100.00
~~"Class C"~~ "Class C" Permit Fee	~~$25.00~~ $ 50.00

Daily fees for special events with an estimated attendance of more than 80,000 for any one day shall be set by the city commission.

FEES FOR SERVICES PROVIDED BY CITY PERSONNEL:

The following fees are for police and fire personnel, and the building inspector assigned to special duty to provide security services for all special events:

Police personnel:	$23.00 per hour (2 hr. minimum)
Fire personnel:	$23.00 per hour (2 hr. minimum)
Building Inspector:	~~$50.00 per inspection for all events~~ $23.00 per hour (2 hr. minimum)

TABLE INSET:

(Ord. No. 03-23, Art. IV, 10-23-2003

~~TABLE INSET:~~

~~"Class B" permit fee, per day~~	~~$75.00~~
~~"Class C"~~	~~$25.00~~

~~Police security~~ fees:

~~TABLE INSET:~~

~~Police personnel:~~	~~$18.00 per hour (2 hr. minimum)~~
~~Labors: Parks, Streets~~	
~~Sanitation Driver:~~	
~~Fire personnel:~~	~~$18.00 per hour (2 hr. minimum)~~
~~Building Inspector:~~	~~$50.00 per inspection for all events~~

~~TABLE INSET:~~

~~Class A events:~~	~~• Up to 10,000 per day: $100.00~~ ~~• 10,000-40,000 per day: $150.00~~ ~~• 40,000-80,000 per day: $200.00~~
~~Class B events:~~	~~There shall be no fee charged for public works and parks personnel assigned to special duty during normal working hours. For all public works and parks personnel assigned to special duty to provide services for events held during other than normal working hours. the fee shall be $7.00 per hour per employee (2 hour minimum)~~

~~Fire protection personnel:~~

~~TABLE INSET:~~

~~Class A events:~~	~~Included in daily permit fee~~
~~Class B events: Fire personnel~~	~~$18.00 per hour for fire guard personnel (2 hour minimum)~~

~~Building department inspectors:~~

~~TABLE INSET:~~

~~Class A events:~~	~~Included in daily permit fee~~
~~Class B events: Building department inspectors~~	~~$25.00 $50.00 per inspection for all events~~

~~Equipment and Vehicle fees:~~

~~The following fees are for city equipment and city vehicles and assigned to special duty to provide appropriate services for all special events:~~

~~TABLE INSET:~~

~~Police cars~~	~~$1.00 per hour per vehicle~~
~~Fire trucks~~	~~$1.00 per hour per vehicle~~
~~Public works vehicles~~	~~$1.00 per hour per vehicle~~

(Ord. No. 03-23, Art. IV, 10-23-2003

Agenda Item

9

MEMORANDUM

To: Mayor Karl N. Flagg
Woody Boynton, City Manager
Palatka City Commissioners:
James R. Norwood, Allegra Kitchens, Vernon Myers, Mary Lawson Brown

From: Donald E. Holmes, City Attorney

Re: Lease Agreement – City of Palatka and Community Development Partners, Inc.

Date: December 6, 2010

At its December 14th meeting, the City Commission will be considering lease agreements between the City and Community Development Partners, Inc., and pertaining to real estate commonly referred to as the "100 Block" and the "High-rise site" within the City of Palatka.

The agreements are the product of negotiations between Andrew Ham on behalf of Community Development Partners, Inc., and City Manager Boynton and myself on behalf of the City of Palatka. However, because there are several issues addressed within the lease that require a "policy decision" on behalf of the City, it is not the intent of either the City Manager or myself to "recommend" the leases at issue. Rather, it is our intent to state that the leases at issue incorporate compromises that essentially stretched CDP as far as it was willing to reach regarding certain issues which the City Commission will now have to consider. These issues will be more fully addressed and explained at the City Commission meeting at which the leases are considered.

END OF MEMO

Respectfully submitted,

_____

Donald E. Holmes, City Attorney

PHASE I LEASE AGREEMENT

Between

The City of Palatka
a Florida Municipal Corporation,

Landlord,

and

Community Development Partners, Inc.,
a Georgia Corporation,

Tenant.

Dated December ___, 2010

PHASE I LEASE AGREEMENT

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PHASE I LEASE AGREEMENT

THIS PHASE I LEASE AGREEMENT (this "**Lease**") is made and entered into as of December _____, 2010 (the "**Effective Date**"), by and between the **CITY OF PALATKA**, (the "City") a Florida municipal corporation, whose address is 201 N. 2nd Street, Palatka, Florida 32177 and (hereinafter referred to as "**Landlord**"), and **COMMUNITY DEVELOPMENT PARTNERS, INC.**, ("Developer or CDP") a Georgia corporation, whose address is 120 North McDonough Street, Jonesboro, Georgia, 30236 (hereinafter referred to as "**Tenant**").

RECITALS

1. Landlord currently is the owner of the land and the improvements consisting of the City owned "100" Block, generally known as the property comprising all or major portions of One City block east of 2nd Street, west of Memorial Drive, south of Reid Street and north of St. John's Avenue, and as legally described in **Exhibit A** attached hereto and made a part hereof and available to be developed as residential apartments, retail, offices and restaurants together with all improvements and personal property now located thereon or to be located thereon during the Term (as hereinafter defined), together with all appurtenances, easements, rights of way and other rights belonging to or in any way pertaining to the said premises (such real estate, improvements, personal property, appurtenances, easements, rights of way and other rights hereinafter referred to as the "**Premises**").

2. The Premises currently are subject to a Preliminary Development Agreement Between Landlord and Tenant dated August 27, 2009 with respect to certain rights and obligations in connection with the negotiation of the terms and conditions for the development of the Project.

4. Tenant desires to lease the Premises from Landlord pursuant to the terms of this Lease and to hold, maintain, operate, and sell or otherwise dispose of its interest in the Premises hereunder (the "**Leasehold Interest**").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

ARTICLE 1

DEFINITIONS

Capitalized terms used herein and not otherwise defined shall have the following meanings:

"Adverse Consequences" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, reasonable amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses and fees, including court costs and reasonable attorneys' fees and expenses.

"Affiliate" means any Person which directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with a Member. For purposes hereof, the terms "control," "controlled," or "controlling" shall include, without limitation, (i) the ownership, control or power to vote ten percent (10%) or more of the beneficial interest of any such Person, as the case may be, directly or indirectly, or acting through one or more Persons, (ii) the control in any manner over the managing member(s) or the election of more than one director or trustee (or Persons exercising similar functions) of such Person, or (iii) the power to exercise, directly or indirectly, control over the management or policies of such Person.

"Base Rent" shall have the meaning set forth in Section 4.1.

"Building" shall have the meaning set forth in the Recitals.

"Building Systems Equipment" shall have the meaning set forth in Section 8.4.

"CERCLA" shall have the meaning set forth in Section 28.1(b).

"Claim" shall have the meaning set forth in Section 28.1(a).

"Code" shall have the meaning set forth in the Recitals.

"Collateral" shall have the meaning set forth in Section 19.8.

"Commencement Date" shall have the meaning set forth in Section 3.1.

"Covenants" shall have the meaning set forth in Section 8.3(b).

"Default" shall have the meaning set forth in Section 19.1.

"Designated Prime Rate" means the prime rate of interest published from time to time in the Wall Street Journal or other source as the parties may agree, adjusted as such prime rate adjusts.

"Entity" means any general partnership, limited partnership, corporation, joint venture, trust, limited liability company, business trust, cooperative or association.

"Environmental Laws" shall have the meaning set forth in Section 28.1(b).

"Environmental Reports" means that certain Phase I Environmental Site Assessment prepared by Eco Dynamics Corporation regarding the Premises.

"Event of Bankruptcy" or "Bankruptcy" means, as to a specified Person:

(i) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of such Person or for any substantial part of his

property, or ordering the winding-up or liquidation of his affairs and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days; or

(ii) the commencement by such Person of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by him to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of such Person or for any substantial part of his property, or the making by him of any general assignment for the benefit of creditors, or the taking of action by the Person in furtherance of any of the foregoing.

"Expiration Date" shall have the meaning set forth in Section 3.1.

"Force Majeure" means any delay or failure in performance caused by acts beyond a Person's reasonable control, including, without limitation, acts of God, war, vandalism, sabotage, accidents, fires, floods, strikes, labor disputes, mechanical breakdown, shortages or delays in obtaining suitable parts or equipment, material, labor, or transportation, acts of subcontractors, interruption of utility services, acts of any Governmental Authority, or any similar cause (excluding financial inability).

"Governmental Authority" means any state, federal, local, municipal or other governmental authority, agency, or licensing authority of any kind whatsoever, including any so-called "business improvement district" or similar Entity or organization.

"Hazardous Materials" shall have the meaning set forth in Section 27.1(c).

"Impositions" shall have the meaning set forth in Section 4.2.

"Landlord" shall have the meaning set forth in the heading of this Lease and shall include any successor thereto.

"Landlord's Work" shall have the meaning set forth in Section 7.1(a).

"Lease Year" shall have the meaning set forth in Section 3.2.

"Manage" shall have the meaning set forth in Section 27.1(d).

"Monthly Base Rent" shall have the meaning set forth in Section 4.1.

"Phasing of Development" shall have the meaning set forth in Section 7 of the Preliminary Development Agreement First Addendum executed between the parties and dated May 13, 2010.

"Person" means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits; and, unless the context otherwise requires, the singular shall include the plural, and the masculine gender shall include the feminine and the neuter and vice versa.

"Possession Date" shall have the meaning set forth in Section 3.1.

"Premises" shall have the meaning set forth in the Recitals.

"Rent" shall have the meaning set forth in Section 4.2.

"Start Date" shall have the meaning set forth in Article 16.

"Substantial Casualty" shall have the meaning set forth in Article 16.

"Tenant" shall have the meaning set forth in the heading to this Lease.

"Term" shall have the meaning set forth in Section 3.1.

"TSCA" shall have the meaning set forth in Section 27.1(b).

ARTICLE 2

GRANT OF LEASE

Section 2.1 Lease

Landlord hereby leases and demises to Tenant, and Tenant hereby leases from Landlord, subject to and with the benefit of the terms, covenants, conditions and provisions set forth herein, the Premises.

ARTICLE 3

TERM; POSSESSION

Section 3.1 Term

The term of this Lease (hereinafter referred to as the "**Term**") shall commence on the date of the closing of a loan or other source of financing, which produces funds sufficient to pay for one-hundred per cent (100%) of the projected cost of designing, permitting, and constructing Phase I of the Project (hereinafter, as the same may be adjusted as hereinafter provided, referred to as the "**Commencement Date**") and end on the later of (i) December 31, 2060 or (ii) the 50th anniversary of the Possession Date as defined below (hereinafter, as the same may be adjusted as hereinafter provided, referred to as the "**Expiration Date**"), unless sooner terminated as provided herein. Tenant shall be entitled to possession of the Premises within 30 days of the commencement date. Upon request of the other, Landlord and Tenant each agrees to provide written confirmation of the date constituting the Possession Dates.

Section 3.2 Lease Year Defined

As used in this Lease, the term "**Lease Year**" shall mean (i) if the Commencement Date is the first day of a calendar month, the twelve (12) month period commencing on the Commencement Date or (ii) if the Commencement Date is not the first day of a calendar month,

the period commencing on the Commencement Date and ending on the last day of the twelfth (12th) full calendar month of the Term, and, in either case, each succeeding twelve (12) month period thereafter which falls in whole or in part during the Term.

ARTICLE 4

BASE RENT

Section 4.1 Base Rent

As consideration for this Lease, Tenant covenants and agrees, commencing on the Commencement Date, to pay to Landlord an annual base rent (hereinafter referred to as "Base Rent") to Landlord for the Premises in possession of the Tenant per calendar year, in the amounts set forth below, payable in twelve (12) equal monthly installments (hereinafter referred to as "Monthly Base Rent") (pro rated for any month that is not a full month) payable on the first day of each month. "Base Rent" shall be defined as that amount of annual income resulting from the calculation of the value of the Premises, as determined by the real estate tax records of Putnam_County, times the **10 year average of the Florida Municipal Trust 1-3 Year High Quality Bond Fund as of the Commencement Date".**

Lease Year Ending	Annual Amount
December 31, 2010 (partial year)	$_____
December 31, 2011	$_____
December 31, 2012	$_____
December 31, 2013	$_____
December 31, 2014	$_____
December 31, 2015	$_____
Thereafter through and until the Expiration Date	$_____ + 1.5%, compounding annually

Section 4.2 Manner of Payment

Base Rent, and Tenant's Share of Impositions (as hereinafter defined) and all other amounts becoming due from Tenant to Landlord hereunder (hereinafter collectively referred to as "**Rent**") shall be paid in lawful money of the United States to Landlord at the office of Landlord, or as otherwise designated from time to time by written notice from Landlord to Tenant. Payment of the Base Rent for the year in which the Possession Date occurs shall begin

on the first day of the month following the month Phase I is open for business and shall be prorated among the remaining months in that year based on the number of months it is payable.

Section 4.3 **Net Lease**

This Lease is what is commonly called a "net lease," it being understood that Landlord shall receive the Base Rent set forth in Section 4.2 hereof free and clear, after the Possession Date of Phase I, of any and all other Impositions (as defined in Section 5.2 below), taxes, assessments, liens, charges or expenses of any nature whatsoever in connection with the ownership, maintenance, repair and operation of the Premises, except as otherwise provided herein. From and after the Possession Date of Phase I, Tenant shall be solely responsible for and shall pay all insurance premiums, operating charges, maintenance charges, construction costs, rental under equipment or similar leases, and any other charges, costs and expenses which arise or may be contemplated under any provisions of this Lease during the portion of the Term following the Possession Date of Phase I. All of such charges, costs and expenses when due shall constitute additional rent ("**Additional Rent**"), even though not necessarily payable to Landlord, and upon the failure of Tenant to pay any of such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay Base Rent. Base Rent, Additional Rent and all other sums payable hereunder by Tenant shall be paid (except as otherwise provided for in Section 9 of the Preliminary Agreement between the parties dated August 27, 2009) without notice or demand and without setoff, counterclaim, abatement, suspension, deduction or defense. Nothing herein contained shall obligate Tenant for the payment of any expenses payable by Landlord pursuant to Section 7.4 herein below or any income or franchise taxes payable by Landlord under applicable law.

Section 4.4 **No Termination**

(a) Except as otherwise expressly provided herein, this Lease shall not terminate, nor shall Tenant have any right to terminate this Lease, nor shall Tenant be entitled to any abatement or reduction of Rent hereunder except as contained in Section 9 of the Preliminary Agreement between the parties dated August 27, 2009 nor shall the obligations of Tenant hereunder be affected, by reason of any default on the part of Landlord under this Lease, or under any other agreement to which Landlord and Tenant may be parties. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Rent, and all other sums payable by Tenant hereunder shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease. Nothing herein shall preclude Tenant from pursuing or realizing upon its other remedies at law or in equity by reason of any default hereunder by Landlord.

(b) Tenant agrees that it will remain obligated under this Lease in accordance with its terms, and that it will not take any action to terminate, rescind or avoid this Lease, notwithstanding (i) the Bankruptcy of Landlord or any assignee of Landlord, and (ii) any action with respect to the Lease which may be taken by any trustee or receiver of Landlord or of any assignee of Landlord in any such proceeding or by any court in any such proceeding; provided that this Lease is not effectively disaffirmed in such

proceedings and Tenant receives reasonable assurance thereof within a reasonable period of time following the commencement of such proceedings.

(c) Tenant waives all rights which may now or hereafter be conferred by law (except by a final and binding judicial determination by a court of competent jurisdiction) (i) to quit, terminate or surrender this Lease or the Premises or any part thereof, or (ii) to any abatement, suspension, deferment or reduction of Rent, Additional Rent or any other sums payable under this Lease, except as otherwise expressly provided herein.

Section 4.5 **Reserved**

ARTICLE 5

USE OF PREMISES

Tenant shall use and occupy Phase I for purposes of residential apartments, retail, offices and restaurants together with ancillary facilities as commercial rental property, and for incidental uses thereto and for no other use or purpose. Tenant covenants and agrees to use and occupy the Premises in conformity with all federal, state and municipal statutes, laws, rules, ordinances, regulations and orders. Tenant shall not use any materials that are hazardous or toxic, nor shall Tenant create any offensive or toxic emissions or effluents to emanate from the Premises, except to the extent reasonable or appropriate in connection with the lawful use of the Premises in the ordinary course of Tenant's business, and Tenant shall comply with all legal requirements in connection with such use. At all times during the Term, Tenant shall cause all of the Premises to remain in compliance with all legal requirements and, to the extent that Tenant should fail to do so beyond any applicable grace or cure period permitted by the appropriate authority, Landlord shall have the right to take all actions required or necessary to bring the Premises into compliance with all legal requirements, and all sums paid by Landlord, including, without limitation, any legal fees and disbursements, incurred by Landlord as a result of Tenant's failure shall constitute Additional Rent.

ARTICLE 6

UTILITIES AND SERVICES; OPERATING EXPENSES; FINANCING DOCUMENTS

Section 6.1 **Utilities and Services**

Tenant shall purchase all utility services for the Premises, including, but not limited to, fuel, water, sewerage and electricity, from the utility or municipality providing such service, and shall pay for such services when such payments are due. Except in the case of willful actions or omissions of Landlord causing interruption of utility services, Landlord will not be liable to Tenant for any interruption in the provision of utility services to the Premises, nor will any interruption be construed as an eviction of Tenant or entitle Tenant to abatement of Rent.

Section 6.2 **Regulations Regarding Utilities and Services**

(a) Tenant agrees to cooperate fully, at all times, with Landlord in abiding by all reasonable regulations and requirements which Landlord may prescribe for the proper functioning and protection of all utilities and services reasonably necessary for the operation of the Premises. Throughout the Term of this Lease, Landlord and its contractors shall have reasonable access after reasonable advance notice and in such manner as will minimize interference with the use and occupancy of the Premises to any and all mechanical installations, and Tenant agrees that there shall be no construction of partitions or other obstructions which might unreasonably interfere with access to or the moving of servicing equipment to or from the enclosures containing said installations. Tenant further agrees that neither Tenant nor its employees, agents, licensees, invitees or contractors shall at any time tamper with, adjust or otherwise in any manner affect Landlord's mechanical installations.

(b) Nothing contained herein shall be deemed to impose any duty or obligation on Landlord to maintain or repair such mechanical installations. Tenant shall be solely responsible for and shall maintain all such mechanical installations and shall repair and replace such items at Tenant's sole cost and expense.

Section 6.3 **Operating Expenses**

Without limitation of any other provision herein and except as otherwise herein specified, from and after the Possession Date, Tenant shall pay all expenses of operation of the Premises including, without limitation, all utility charges, insurance premiums, operating charges, maintenance and repair charges, construction costs, costs for replacements and other charges, and all other charges, whether or not contemplated under this Lease.

ARTICLE 7

CONDITION AND CARE OF PREMISES

Section 7.1 **Possession.**

(a) The 100 Block Parking Lot comprising a portion of Phase I Parcel A of the Premises is a parking lot to be provided by Landlord. The nature and scope of such parking lot work is more specifically described on **Exhibit B** attached hereto. The aforesaid work is sometimes herein referred to as the "**Landlord's Work**." Landlord agrees to cause such work to be substantially completed in a good and workmanlike manner conforming to all applicable law on or prior to July 30, 2011 in a lien-free manner (Landlord being entitled, however, to contest such liens in any manner customary in the State of Florida). Other than as herein provided, Tenant acknowledges that no promises have been made by Landlord to alter, remodel, improve, repair, decorate or clean the Premises or any part thereof. Tenant grants to Landlord, Landlord's construction managers, contractors, subcontractors, materialmen and other parties the right to enter the Premises and the other portions of the Premises as necessary to complete the Landlord's Work. Tenant shall be named as an additional insured on all

insurance policies provided by such construction managers, contractors, subcontractors and other parties which name Landlord as an additional insured.

Section 7.2 Tenant Obligations

(a) At its sole cost and expense throughout the Term following the Possession Date, Tenant shall (i) take good care of the Premises; (ii) keep the same in good order and condition; and (iii) make and perform or cause to be performed all maintenance thereof and all necessary repairs thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, of every nature, kind and description, including, without limitation, any maintenance required under the Financing Documents. When used in this Section, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments including the interior demolition of the Premises to allow for reconfiguration of the interior and exterior of the Premises for retail, apartment and commercial leasing. All repairs made by Tenant shall be at least equal in quality and cost to the original improvements and shall be made or caused to be made by Tenant in accordance with all laws, ordinances and regulations whether heretofore or hereafter enacted. The necessity for or adequacy of maintenance and repairs shall be measured by the standards that are appropriate for improvements of similar construction and class, provided that Tenant shall in any event make all repairs reasonably necessary to avoid any structural damage or other damage or injury to the Improvements.

(b) Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in, about or to the Premises or any improvements hereafter erected thereon. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises hereafter erected thereon.

(c) Tenant shall not do or suffer any waste or damage, disfigurement or injury to the Premises except for the reconfigurations cited in (a) above, or to the fixtures or equipment therein, or permit or suffer any overloading of the floors or other use of the improvements that would place an undue stress on the same or any portion thereof beyond that for which the same was designed unless required to meet the City of Palatka and the State of Florida construction codes for the uses intended by Tenant.

Section 7.3 Compliance With Rules and Regulations; Compliance with Covenants.

Tenant shall at its sole cost and expense:

(a) Comply with (i) all federal, state, county, municipal and other governmental and quasigovernmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof, including compliance with the requirements of the City of Palatka and the State of Florida (and any federal law to the extent applicable) relating to the operation of the Premises as residential apartments, retail, offices and restaurants, together with ancillary facilities, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may

be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (ii) all rules, orders and regulations of the National Board of Fire Underwriters or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions, which apply to the Premises; provided, however, that Tenant shall not be obligated to comply or cause the Premises to comply with any of the foregoing unless Tenant's use of the Premises shall cause a violation of clauses (i) or (ii) above. Tenant shall comply with the requirements of all policies of public liability, fire and other insurance which at any time may be in force with respect to the Premises.

(b) Comply with the requirements (the "**Covenants**") of the Financing Documents applicable to Tenant. In the event of its failure to do so (without limitation of any other rights or remedies of Landlord hereunder), Landlord may, if such failure continues beyond the applicable grace period thereunder, pay such amounts or perform such obligations as are necessary in order to comply therewith. The amounts reasonably expended by Landlord on account thereof shall constitute Additional Rent.

Section 7.4 **Existing Equipment**

Tenant acknowledges that Tenant is accepting possession of the Premises inclusive of any and all equipment, personal property, furniture, fixtures, equipment and other moveable items (collectively, the "**Existing Equipment**") currently located therein or located therein as of the Possession Date. Landlord makes no representations or warranties, whatsoever, as to the condition of the Existing Equipment, or as to Landlord's title or interest with respect thereto.

ARTICLE 8

RETURN OF PREMISES

Section 8.1 **Surrender of Possession**

At the termination of this Lease by lapse of time or otherwise or upon termination of Tenant's right of possession without termination of this Lease, Tenant shall surrender possession of the Premises to Landlord and deliver all keys to the Premises to Landlord and make known to Landlord the combination of all locks of vaults then remaining in the Premises, and shall, subject to Sections 8.2 through 8.4, return the Premises and all equipment and fixtures of Landlord therein to Landlord in as good condition as when Tenant originally took possession, ordinary wear, loss or damage by fire or other insured casualty, and damage resulting from the act of Landlord or its employees and agents excepted.

Section 8.2 **Installations and Additions**

All installations, additions, partitions, hardware, light fixtures, nontrade fixtures and improvements, temporary or permanent, except FF&E, trade fixtures, movable furniture and equipment owned by Tenant and its sub-tenants, in or upon the Premises, whether placed there by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises at the termination of this Lease, all without compensation, allowance or credit to Tenant; provided, however, that if prior to such termination or within ten (10) days thereafter Landlord so directs

by notice, Tenant, at Tenant's sole cost and expense, shall promptly remove such of the installations, additions, partitions, hardware, light fixtures, nontrade fixtures and improvements placed in the Premises by Tenant as are designated in such notice and repair any damage to the Premises caused by such removal, failing which Landlord may remove the same and repair the Premises, and Tenant shall pay the reasonable cost thereof to Landlord on demand. Tenant may request, prior to making the installations, additions or other improvements provided hereinabove that Landlord determine whether Tenant shall be obligated to remove such installations, additions or other improvements (in which case Landlord shall make such determination in a reasonable manner within five (5) days following such request); provided, however, that Landlord shall not be precluded from exercising its right to require such removal, notwithstanding a prior manifestation of contrary intent, if the condition of such installations, additions or other improvements has deteriorated and constituting in Landlord's determination, unreasonable wear and tear.

Section 8.3 **Trade Fixtures and Personal Property**

Tenant shall also remove Tenant's and sub-tenant's furniture, machinery, safes, trade fixtures and other items of movable personal property of every kind and description belonging to Tenant and sub-tenants from the Premises and repair any damage to the Premises caused thereby, such removal and restoration to be performed prior to the end of the Term (whether by lapse of time or by earlier termination of this Lease) or Tenant's right of possession, whichever might be earlier. If Tenant fails to remove such items, Landlord may do so and Tenant shall pay to Landlord the reasonable cost of removal and of restoring the Premises within ten (10) days of demand.

Section 8.4 **Survival**

All obligations of Tenant under this Article 8 shall survive the expiration of the Term or sooner termination of this Lease.

ARTICLE 9

HOLDING OVER

Tenant shall pay Landlord for each day Tenant retains possession of the Premises or any part thereof after termination of this Lease, or of Tenant's right to possession of the Premises, by lapse of time or otherwise, an amount which is 101% of the amount of Rent for a day based on the annual rate of Base Rent set forth in Section 4.1 last payable for the period in which such possession occurs, calculated as though such period were within the Term, and, to the extent enforceable by law, Tenant shall also pay all damages, consequential as well as direct, sustained by Landlord by reason of such retention. Nothing contained in this Section shall be construed or operate as a waiver of Landlord's right of reentry or any other right or remedy of Landlord. Any such holding over shall be a tenancy at sufferance.

ARTICLE 10

COMPLIANCE BY TENANT

Tenant agrees, for itself, its employees, agents, contractors, subtenants, invitees and licensees, (i) to observe and not to interfere with the rights reserved to Landlord contained in this Lease, and (ii) to comply with all terms and conditions set forth in any recorded easements, covenants, conditions or restrictions pertaining to the Premises at the present time or, if Tenant has consented thereto, thereafter. Any violation of the foregoing agreements may be enjoined; but, whether or not so enjoined, Tenant acknowledges and agrees that it shall be and remain liable for all damages, loss, costs and expenses resulting therefrom.

ARTICLE 11

RIGHTS RESERVED TO LANDLORD

Landlord reserves the following rights, exercisable after reasonable advance notice and in such manner as will minimize interference with the use and occupancy of the Premises:

(a) to change the name or street address of the Premises (but only if requested to do so by the U.S. postal service or any other governmental authority);

(b) to retain at all times, and to use in appropriate instances after failing to reach Tenant or his designated Property Manager , pass keys to the Premises;

(c) to exhibit the Premises at reasonable hours upon 48 hours notice to Tenant or his designated Property Manager;

(d) to enter the Premises at reasonable hours for inspection upon 48 hours notice to Tenant or his designated Property Manager; and

(e) to enter the Premises in the event of an emergency (without advance notice) and take all steps deemed reasonably necessary by it to respond to such emergency.

ARTICLE 12

MAINTENANCE

Subject to any limitation set forth in Section 8.2 hereof, Tenant shall keep and maintain the entire exterior and interior of the Premises, specifically including, without limitation, the roof, structural components of the Premises, the lighting systems, and the Building Systems Equipment in good condition and repair. Tenant specifically agrees to cause the requirements under the Financing Documents with respect to the maintenance of the physical condition of the Premises that are the obligation of Tenant thereunder to be complied with at all times, at its sole cost and expense. Tenant shall keep the Premises from falling temporarily out of repair or deteriorating. Tenant shall further keep and maintain the improvements at any time situated upon the Premises and all sidewalks and areas adjacent thereto, and all landscaped areas adjacent

thereto, safe secure, clean and sanitary (including, without limitation planting and replacing flowers and landscaping, and necessary interior painting and carpet cleaning), and in full compliance with all health, safety and police regulations in force.

ARTICLE 13

ALTERATIONS

Section 13.1 Limitation

Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned, make any alterations, additions or improvements to the Premises, other than such alterations, additions, or improvements to the Premises which are funded by loan proceeds or other sources of financing. Any alterations, additions or improvements which are consented to by Landlord shall continue to be subject to the remaining terms and conditions set forth in this Article.

Section 13.2 Procedures for Alterations, Additions or Improvements

If Landlord consents to such alterations, additions or improvements, before commencement of the work or delivery of any materials onto the Premises, Tenant shall furnish to Landlord for approval plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses, and instruments of indemnification against any and all claims, costs, expenses, damages and liabilities which may arise in connection with such work, all in such form, substance and amount as may be reasonably satisfactory to Landlord. In addition, for any work which shall cost, in the aggregate, in excess of $100,000.00, prior to commencement of any such work or delivery of any materials into the Premises, Tenant shall provide Landlord with appropriate evidence of Tenant's ability to pay for such work and materials in full and, if requested by Landlord, shall deposit with Landlord at such time such security for the payment of said work and materials as Landlord may require. All alterations, additions and improvements shall be installed in a good, workmanlike manner, and only new, high-grade materials shall be used. All such work shall be done only by contractors or mechanics reasonably acceptable to Landlord. Tenant further agrees to hold Landlord harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations, additions or improvements. Before commencing any work in connection with such alterations, additions or improvements, Tenant shall furnish Landlord with certificates of insurance from all contractors performing labor or furnishing materials insuring Landlord against any and all liabilities which may arise out of or be connected in any way with said alterations, additions or improvements. Tenant shall permit Landlord to supervise construction operations at Landlord's sole cost in connection with the foregoing work if Landlord requests to do so. Tenant shall pay the cost of all such alterations, additions and improvements and also the cost of decorating the Premises occasioned by such alterations, additions and improvements, including the cost of labor and materials, contractors' profit, overhead and general conditions. Upon completing any alterations, additions or improvements, Tenant shall furnish Landlord with contractors' affidavits, in form required by law, and full and final waivers of lien and receipted bills covering all labor and materials expended and used. All alterations, additions and improvements shall comply with all insurance requirements and with

all city and county ordinances and regulations and with the requirements of all state and federal statutes and regulations.

ARTICLE 14

ASSIGNMENT AND SUBLETTING

Section 14.1 Assignment and Subletting

Except as otherwise herein provided, Tenant shall not, without the prior written consent of Landlord in each instance, (i) assign, transfer, mortgage, pledge, hypothecate or encumber, or subject to or permit to exist upon or be subjected to any lien or charge, this Lease or any interest under it; (ii) allow to exist or occur any transfer of or lien upon this Lease or Tenant's interest herein by operation of law; or (iii) permit the use or occupancy of the Premises or any part thereof for any purpose not provided for under Article 5 of this Lease or by anyone other than Tenant and Tenant's employees and permitted subtenants. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings. Notwithstanding the foregoing Landlord hereby consents to the occupancy of the Premises by residential apartments, retail, offices restaurants together with ancillary facilities and the subleasing by Tenant of the subleasing of commercial space to various tenants selected by Tenant, provided that any such sublease is expressly subject and subordinate to this Lease and complies with all applicable requirements, including any consent provisions, of the Financing Documents.

Section 14.2 Tenant To Remain Obligated

Consent by Landlord to any assignment, use, occupancy or transfer shall not operate to relieve Tenant from any covenant or obligation hereunder except to the extent, if any, expressly provided for in such consent, or be deemed to be a consent to or relieve Tenant from obtaining Landlord's consent to any subsequent assignment, transfer, lien, charge, use or occupancy. Tenant shall pay all of Landlord's costs, charges and expenses, including attorneys' fees, reasonably incurred in connection with any assignment, transfer, lien, charge, use or occupancy made or requested by Tenant. Tenant agrees that all advertising by Tenant or on Tenant's behalf with respect to the assignment of this Lease must be approved in writing by Landlord prior to publication.

Section 14.3 Landlord's Consent

Landlord will not unreasonably withhold or delay its consent to Tenant's assignment of this Lease wherever such consent is required hereunder. Landlord shall not be deemed to have unreasonably withheld its consent to an assignment of this Lease if its consent is withheld because: (i) Tenant is then in Default beyond any applicable grace period hereunder or an event has occurred which, but for the giving of notice or passage of time or both, would constitute a Default by Tenant; (ii) any notice of termination of this Lease or termination of Tenant's possession shall have been given under Article 19 hereof; (iii) the portion of the Premises which Tenant proposes to sublease, including the means of ingress to and egress from and the proposed

use thereof, or the remaining portion of the Premises will violate any city, state or federal law, ordinance or regulation, including, without limitation, any applicable building code or zoning ordinances; (iv) the proposed use of the Premises by the subtenant or assignee does not conform with the uses permitted by this Lease; (v) in the reasonable judgment of Landlord, the proposed subtenant or assignee is of a character or is engaged in a business which would be deleterious to the reputation of the Premises, or the subtenant or assignee is not sufficiently financially responsible to perform its obligations under the proposed sublease or assignment; provided, however, that the foregoing are merely examples of reasons for which Landlord may withhold its consent and shall not be deemed to be exclusive of any permitted reasons for reasonably withholding consent, whether similar to or dissimilar from the foregoing examples. Any consent by Landlord to a proposed assignment or sublease shall in any event be subject to the terms of Section 14.1 and Section 14.2 above.

Section 14.4 Assignee To Assume Obligations

If Tenant shall assign this Lease as permitted herein, the assignee shall expressly assume all of the obligations of Tenant hereunder in a written instrument reasonably satisfactory to Landlord and furnished to Landlord not later than fifteen (15) days prior to the effective date of the assignment. If Tenant shall sublease the Premises as permitted herein, Tenant shall obtain and furnish to Landlord, not later than fifteen (15) days prior to the effective date of such sublease and in form satisfactory to Landlord, the written agreement of such subtenant stating that the subtenant will attorn to Landlord, at Landlord's option and written request, in the event this Lease terminates before the expiration of the sublease.

Section 14.5 Change of Ownership or Control of Tenant.

Notwithstanding anything to the contrary in this Article 15, if Tenant is a corporation, partnership or limited liability company, and if during the Term of this Lease, Tenant contemplates that the ownership of the shares of stock, partnership interests or membership interests in Tenant shall be changing, such proposed change shall not constitute a proposed assignment of this Lease or otherwise be governed by the terms of this Article 15. Notwithstanding the foregoing, Tenant shall advise Landlord of any such changes.

ARTICLE 15

WAIVER OF CERTAIN CLAIMS; INDEMNITY BY TENANT

Section 15.1 Waiver of Certain Claims; Release by Tenant

To the extent not expressly prohibited by law, Tenant releases Landlord and its members, and their agents, servants and employees, from and waives all claims for damages to person or property sustained by Tenant, or by any other person claiming by or through Tenant, resulting directly or indirectly from fire or other casualty, or any existing or future condition, defect, matter or thing in or about the Premises, or from any equipment or appurtenance therein, or from any accident in or about the Premises, or from any act or neglect of any other person, including Landlord's agents and employees and contractors; provided, however, that the foregoing release shall not operate in the event of the gross negligence or willful misconduct of Landlord's agents,

employees or contractors. This Section 15.1 shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewerage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, broken glass, sprinkling or air conditioning devices or equipment, or flooding of basements, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above or from any other thing or circumstance, whether of a like nature or of a wholly different nature.

Section 15.2 Damage Caused by Tenant's Neglect

If any damage to the Premises, or any equipment or appurtenance thereon, results from any act or neglect of Tenant, its employees, agents, contractors, licensees or invitees, Tenant shall be liable therefor, and Landlord may at its option following expiration of the applicable grace period repair such damage, and Tenant shall reimburse Landlord for all reasonable costs of repairing such damage in excess of amounts, if any, paid to Landlord under insurance covering such damage within ten (10) days of demand by Landlord.

Section 15.3 Tenant Responsible for Personal Property

All personal property on the Premises belonging to Tenant shall be there at the risk of Tenant, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

Section 15.4 Indemnification

To the extent not expressly prohibited by law, Tenant agrees to hold Landlord and its members, and their agents, servants and employees, harmless and to indemnify each of them against Adverse Consequences arising from injuries to all persons and damage to or theft or misappropriation or loss of property occurring in or about the Premises arising from Tenant's occupancy of the Premises or the conduct of its business or from any activity, work or thing done, permitted or suffered by Tenant in or about the Premises or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or due to any other act or omission of Tenant, its agents, contractors, invitees, licensees or employees, but only to the extent of Landlord's liability, if any, in excess of amounts, if any, paid to Landlord under insurance covering such claims or liabilities. Tenant's obligation to indemnify Landlord hereunder shall include the duty to defend against any claims creating such Adverse Consequences and to pay any judgments, settlements, costs, fees and expenses, including attorneys' fees, reasonably incurred in connection therewith. For such purpose, Tenant shall be entitled to the use of an attorney designated by it or its insurer.

ARTICLE 16

DAMAGE OR DESTRUCTION BY CASUALTY

If the Premises shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Premises untenantable, then Tenant shall proceed to repair and restore the same with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Tenant's reasonable control. If any

such damage renders all or a substantial portion of the Premises untenantable (a "**Substantial Casualty**"), Tenant shall, with reasonable promptness after the occurrence of such damage, estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall by notice advise Landlord of such estimate. If it is so estimated that the amount of time required to substantially complete the repair and restoration of a Substantial Casualty will exceed three hundred sixty (360) days from the latter of (i) the date of such notice or (ii) the date of collection of the insurance proceeds (the "**Start Date**"), then either Landlord or Tenant shall have the right to terminate this Lease as of the date of such damage upon giving notice to the other at any time within twenty (20) days after Tenant gives Landlord the notice containing said estimate (it being understood that Landlord may, if it elects to do so, also give such notice of termination together with the notice containing said estimate). Unless this Lease is terminated as provided in the preceding sentence, Tenant shall proceed with reasonable promptness to repair and restore the Premises, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Tenant's reasonable control, and also subject to applicable zoning laws and building codes. Tenant shall have no liability to Landlord, and Landlord shall not be entitled to terminate this Lease (except as hereinafter provided) if such repairs and restoration are not in fact completed within the time period estimated by Tenant, as aforesaid. If the Premises are not repaired or restored within the time period estimated by Tenant (as the same may be extended for a period not to exceed one hundred fifty percent (150%) of the time period estimated by Tenant, to the extent that additional time is required on account of Tenant's inability to timely perform as more specifically provided in Section 30.11 below) after the Start Date, then either party may terminate this Lease, effective as of the date of such fire or other casualty, by written notice to the other party not later than thirty (30) days after the expiration of said period, but prior to substantial completion of repair or restoration. Notwithstanding anything to the contrary herein set forth, (a) Tenant shall have no duty pursuant to this Article 16 to expend for any repair or restoration amounts in excess of insurance proceeds paid to Tenant and available for repair or restoration (without limiting Landlord's right to terminate this Lease as aforesaid); (b) Landlord shall not have the right to terminate this Lease pursuant to this Article 17 if the damage or destruction was caused by the act or neglect of Landlord or its subtenants, agents, contractors, or employees; and (c) if any such damage rendering all or a substantial portion of the Premises untenantable shall occur during the last two (2) years of the Term, either party shall have the option to terminate this Lease by giving written notice to the other within sixty (60) days after the date such damage occurred, and, if such option is so exercised, this Lease shall terminate as of the date of such notice.

ARTICLE 17

EMINENT DOMAIN

If the Premises, or a substantial part thereof, shall be taken or condemned by any competent authority for any public or quasi public use or purpose or transferred in lieu of condemnation, subject to the provisions of the Financing Documents and the rights of lenders set forth therein, the following shall apply. The Term of this Lease shall end upon and not before the earlier of (i) the date when the possession of the part so taken shall be required for such use or purpose or (ii) the effective date of the taking, and (except as otherwise herein provided) without apportionment of the award to or for the benefit of Tenant. In the event of the foregoing, Rent at the then current rate shall be apportioned as of the date of the termination. A "substantial

part" of the Premises shall be deemed taken or condemned if, as Tenant may reasonably determine, such part taken shall materially interfere with the economic utilization of the Premises, taken as a whole. No money or other consideration shall be payable by Landlord to Tenant for the right of termination, and Tenant shall have no right to share in the condemnation award, whether for a total or partial taking, other than any award on account of compensation for the unamortized value of the Tenant's leasehold improvements and on account of Tenant's interest hereunder in light of the below-market rental, if any, payable hereunder. In the event that the Term of this Lease shall not be terminated as aforesaid in the event of a taking or condemnation, Landlord shall utilize the net proceeds from condemnation for the purpose of restoring the Premises to an economic whole within such a period of time as shall be reasonably necessary under the circumstances.

ARTICLE 18

DEFAULT

Section 18.1 Events of Default

The occurrence of any one or more of the following matters constitutes a default ("**Default**") under this Lease:

(a) failure by Tenant to pay, within ten (60) days after notice of failure to pay on the due date from Landlord to Tenant, Base Rent or any Additional Rent or other moneys required to be paid by Tenant under this Lease or failure of Landlord to make any payment required of it hereunder within ten (10) days after notice of failure to pay;

(b) failure by either party to cure within a reasonable time after receipt of notice from the other any hazardous condition which such party has created in violation of law or of this Lease;

(c) failure by either party to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure shall continue for thirty (30) days after notice thereof from the other party, or such longer period as is necessary for the failing party, acting diligently, to cure, if such failure cannot reasonably be corrected within said thirty (30) day period;

(d) the levy upon under writ of execution or the attachment by legal process of the Leasehold Interest of Tenant, or the filing or creation of a lien in respect of such Leasehold Interest, which lien shall not be released or discharged within one-hundred and twenty (120) days from the date of such filing;

(e) Tenant abandons the Premises whether or not Tenant thereafter continues to pay the Rent due under this Lease; or

(f) An Event of Bankruptcy occurs as to either party.

Section 18.2 Rights and Remedies of Landlord upon Tenant Default

If a Default by Tenant occurs, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it by this Lease or by law or in equity:

(a) Landlord may terminate this Lease by giving to Tenant notice of Landlord's election to do so, in which event the Term of this Lease shall end, and all right, title and interest of Tenant hereunder shall expire on the date stated in such notice;

(b) Landlord may terminate the right of Tenant to possession of the Premises without terminating this Lease by giving notice to Tenant that Tenant's right of possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the Premises or any part thereof shall cease on the date stated in such notice;

(c) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease;

(d) Landlord may proceed against the Collateral under the security interest granted to it under Section 18.8 and take any and all actions permitted to a secured party under the laws of Florida, including the Uniform Commercial Code as in effect in the State; and

(e) Landlord may cure Tenant's Default without any liability to Tenant for any loss or damage that may result to it or its business by reason thereof (except in the case of Landlord's gross negligence or willful misconduct), and Tenant shall pay to Landlord immediately upon demand as Rent hereunder the cost of curing such Default.

Section 18.3 Right To Reenter

If Landlord exercises either of the remedies provided for in subparagraphs (a) and (b) of Section 18.2, Tenant shall surrender possession and vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may reenter and take complete and peaceful possession of the Premises, pursuant to applicable legal proceedings, full and complete license so to do being hereby granted to Landlord, and Landlord may remove all occupants and property therefrom, without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law.

Section 18.4 Current Damages

If Landlord terminates the right of Tenant to possession of the Premises without terminating this Lease if permitted by applicable law, Landlord shall have the right to immediate recovery of all amounts then due hereunder. Such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay the Rent hereunder for the full Term,

and Landlord shall have the right, from time to time, to recover from Tenant, and Tenant shall remain liable for, all Rent and any other sums accruing as they become due under this Lease during the period from the date of such notice of termination of possession to the stated end of the Term. In any such case Landlord may relet the Premises or any part thereof for the account of Tenant for such rent, for such time (which may be for a term extending beyond the Term of this Lease) and upon such terms as Landlord shall reasonably determine and collect the rents from such reletting. Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant relative to such reletting. Also, in any such case, Landlord may make repairs, alterations and additions in or to the Premises and redecorate the same to the extent reasonably deemed by Landlord necessary or desirable and, in connection therewith, change the locks to the Premises, and Tenant shall upon demand pay the reasonable cost of all the foregoing together with Landlord's reasonable expenses of reletting. The rents from any such reletting shall be applied first to the payment of the reasonable expenses of reentry, redecoration, repair and alterations and the reasonable expenses of reletting, and second to the payment of Rent herein provided to be paid by Tenant. Any excess or residue shall operate only as an offsetting credit against the amount of Rent due and owing as the same thereafter becomes due and payable hereunder, and the use of such offsetting credit to reduce the amount of Rent due Landlord, if any, shall not be deemed to give Tenant any right, title or interest in or to such excess or residue, and any such excess or residue shall belong to Landlord solely, and in no event shall Tenant be entitled to a credit on its indebtedness to Landlord in excess of the aggregate sum (including Base Rent) which would have been paid by Tenant for the period for which the credit to Tenant is being determined, had no Default occurred. No such reentry or repossession, repairs, alterations and additions, or reletting shall be construed as an eviction or ouster of Tenant or as an election on Landlord's part to terminate this Lease, unless a written notice of such intention shall be given to Tenant, or shall operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, and Landlord may, at any time and from time to time, sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any such reletting.

Section 18.5 <u>Final Damages</u>

If this Lease is terminated by Landlord as provided for by subparagraph (a) of Section 18.2, Landlord shall be entitled to recover from Tenant all Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Tenant or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including court costs and attorneys' fees, reasonably incurred by Landlord in the enforcement of its rights and remedies hereunder, and, in addition, Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty: (i) the aggregate sum which at the time of such termination represents the excess, if any, of the present value of the aggregate rents which would have been payable after the termination date had this Lease not been terminated, including, without limitation, Base Rent at the annual rate or respective annual rates for the remainder of the Term provided for in Article 4 of this Lease or elsewhere herein, over the then present value of the then aggregate fair rental value of the Premises for the balance of the Term, such present value to be computed in each case on the basis of a per annum discount rate equal to the default rate of interest on the termination date (as described in Section 30.8 below) from the respective dates upon which such rentals would have been payable hereunder

had this Lease not been terminated; and (ii) to the extent permitted by law, any damages in addition thereto, including reasonable attorneys' fees and court costs, which Landlord shall have sustained by reason of the breach of any of the covenants of this Lease other than for the payment of Rent.

Section 18.6 Removal of Personal Property

All property of Tenant removed from the Premises by Landlord pursuant to any provisions of this Lease or of law may be handled, removed or stored by Landlord at the cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay Landlord for all expenses reasonably incurred by Landlord in such removal and storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. All such property not removed from the Premises by the Tenant on or before the end of the Term, however terminated (i.e. whether by lapse of time or otherwise), or on or before the earlier termination of Tenant's right of possession of the Premises, shall, at Landlord's option, be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant.

Section 18.7 Attorneys' Fees

Tenant shall pay all of Landlord's costs, charges and expenses, including court costs and reasonable attorneys' fees, reasonably incurred in enforcing Tenant's obligations under this Lease, reasonably incurred by Landlord in any action brought by Tenant in which Landlord is the prevailing party, or reasonably incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned. Landlord shall pay all of Tenant's costs, charges and expenses, including court costs and attorneys' fees reasonably incurred by Tenant in connection with the enforcement of Landlord's obligations under this Lease, reasonably incurred by Tenant in any action brought by Landlord in which Tenant is the prevailing party, or reasonably incurred by Tenant in any litigation, negotiation or transaction in which Landlord causes Tenant, without Tenant's fault, to become involved or concerned.

Section 18.8 Grant of Security Interest by Tenant

(a) To secure its obligations under this Lease, Tenant hereby grants to Landlord a security interest, subordinate to the interest of any Mortgage provided for in Article 19 below, in all of Tenant's right, title and interest in, to and under the following-described property (the "**Collateral**"):

(i) Tenant's Replacement Reserves;

(ii) Tenant's revenues, incomes, proceeds, profits and other sums or benefits paid or payable to Tenant in connection with Tenant's operation of residential apartments, retail, offices, restaurants or Tenant's subleasing of the Premises; and

(iii) All proceeds, including insurance or condemnation proceeds, that arise out of the sale, liquidation, or other transfer of, or damage to, condemnation

of, or destruction of, or sale, use or enforcement of the above-described Collateral, or any proceeds thereof, including cash proceeds.

(b) Tenant shall execute and deliver to Landlord within twenty (20) days after Landlord's request, in form and substance satisfactory to Landlord, such financing statements as Landlord may consider reasonably necessary to create, protect and preserve Landlord's security interest herein granted, and Landlord may cause such statements to be recorded and filed at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

(c) The security interest granted pursuant to this Section 18.8 is a collateral security interest only, and Tenant shall have full use of and control over the Collateral prior to the occurrence of, and following the cure of, any Default by Tenant hereunder.

(d) If requested to do so by Landlord, Tenant shall enter into a separate security agreement with Landlord to provide in greater detail the details of the security interest in the Collateral.

Section 18.9 Rights and Remedies of Tenant Upon Landlord Default

In addition to any remedies expressly set forth in this Lease, upon any Default by Landlord hereunder, Tenant shall have the right to terminate this Lease as well as all rights and remedies allowed it by law or in equity.

ARTICLE 19

SUBORDINATION

Section 19.1 Subordination

(a) Tenant may from time to time execute and deliver one or more mortgages or deed of trust in Tenant's leasehold interest (hereinafter referred to as a "**Mortgage**") in the Premises (Provided however in no event will Landlord agree to pledge title or ownership in the Premises as collateral for such Mortgage). If requested by the mortgagee under any Mortgage, Landlord will enter into a subordination, nondisturbance and attornment agreement with the mortgagee, and Landlord will promptly execute and deliver such agreement or agreements as may be reasonably required by such mortgagee under any Mortgage in connection therewith. A subordination, non-disturbance, and attornment agreement (SNDA) in the instance of this Lease would address the priority of the rights of landlord and lenders. It would deal with how and when the rights of the landlord will be subordinate to the rights of lenders or, sometimes at lender's option, senior to the rights of lenders. The non-disturbance portion assures the lender that their rights to their premises will be preserved ("nondisturbed") on specified conditions within their control, even if the tenant defaults on this Lease and the lender forecloses on the leasehold interest.

(b) In addition, upon request by any such mortgagee, Tenant may grant a security interest to such mortgagee in Tenant's interest in the Collateral as security for Tenant's obligations under loan documents.

Section 19.2 Liability of Holder of Mortgage; Attornment

It is further agreed that (i) if any Mortgage shall be foreclosed, (A) the holder of the Mortgage, ground lessor (or their respective grantees) or purchaser at any foreclosure sale (or grantee in a deed in lieu of foreclosure), as the case may be, shall not be (x) liable for any act or omission of any prior landlord (including Landlord), (y) subject to any offsets or counterclaims which Tenant may have against a prior landlord (including Landlord), or (z) bound by any prepayment of Rent that Tenant may have made in excess of the amounts then due for the next succeeding month; (B) the liability of the mortgagee hereunder or the purchaser at such foreclosure sale or the liability of a subsequent owner designated as Landlord under this Lease shall exist only so long as such mortgagee, purchaser or owner is the owner of the Premises, and such liability shall not continue or survive with respect to claims accruing after further transfer of ownership; and (C) upon request of the mortgagee, if the Mortgage shall be foreclosed, Tenant will attorn, as Tenant under this Lease, to the purchaser at any foreclosure sale under any Mortgage, and Tenant will execute such instruments as may be necessary or appropriate to evidence such attornment; and (ii) this Lease may not be modified or amended so as to reduce the Rent or shorten the Term provided hereunder or increase Landlord's obligations or decrease Tenant's obligations or so as to adversely affect in any other respect to any material extent the rights of Landlord and obligations of Tenant, nor shall this Lease be cancelled or surrendered, without the prior written consent, in each instance, of the mortgagee under any Mortgage.

Section 19.3 Short Form Lease or Notice of Lease

Should any prospective mortgagee require execution of a short form or memorandum or notice of lease for recording (containing the names of the parties, a description of the Premises and the Term of this Lease and any other information required by law to provide record notice) or a certification from Tenant concerning this Lease in such form as may be reasonably required by a prospective mortgagee, Landlord agrees to promptly execute such short form of lease or certificate and deliver the same to Tenant within ten (10) days following the request therefore, whereupon Landlord shall join in the execution of such short form lease and arrange for the recordation thereof. In addition, at the request of Landlord or Tenant, the parties shall execute a short form of lease or notice of lease for recording containing the names of the parties, a description of the Premises, the Term of this Lease and any other information required by law to provide record notice.

Section 19.4 Tenant Protections

With respect to any Mortgage to which Landlord's interest under this Lease shall be subordinate, Tenant shall use cause the mortgagee thereunder and its successors and assigns to agree to recognize and not disturb the interest of Landlord in the event of a default by Tenant under said Mortgage. Notwithstanding the foregoing, Tenant shall cause any notice of default under such Mortgage for the financing related thereto to be promptly given to Landlord and Tenant shall cause Landlord to have a right to cure any default by Tenant under said Mortgage.

ARTICLE 20

MORTGAGEE PROTECTION

Landlord agrees to give any holder of any Mortgage (as defined in Section 20.1 hereof) against the Premises, or any interest therein, by registered or certified mail, a copy of any notice or claim of Default served upon Tenant by Landlord, provided that prior to such notice Landlord has been notified in writing (by way of service on Landlord of a copy of an assignment of Tenant's interests in leases, or otherwise) of the address of such Mortgage holder. Landlord further agrees that if Tenant shall have failed to cure such Default within sixty (60) days after such notice to tenant (or if such Default cannot be cured or corrected within that time, then such additional time as may be necessary if Tenant has commenced within such sixty (60) days and is diligently pursuing the remedies or steps necessary to cure or correct such Default), then the holder of the Mortgage shall have an additional thirty (30) days within which to cure or correct such Default (or if such Default cannot be cured or corrected within that time, then such additional time as may be necessary if such holder of the Mortgage has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such Default, including the time necessary to obtain possession if possession is necessary to cure or correct such Default).

ARTICLE 21

ESTOPPEL CERTIFICATE

Tenant agrees that, from time to time upon not less than ten (10) days' prior request by Landlord or the holder of any Mortgage or any ground lessor, Tenant (or any permitted assignee, subtenant, licensee, concessionaire or other occupant of the Premises claiming by, through or under Tenant) will deliver to Landlord, or to the holder of any Mortgage or any ground lessor, a statement in writing signed by Tenant certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and identifying the modifications); (ii) the date upon which Tenant began paying Rent and the dates to which the Rent and other charges have been paid; (iii) that Landlord is not in Default under any provision of this Lease, or, if in Default, the nature thereof in detail; (iv) that (if applicable) the Premises have been completed in accordance with the terms hereof and Tenant is in occupancy and paying Rent on a current basis with no rental offsets or claims; (v) that there has been no prepayment of Rent other than that provided for in this Lease; (vi) that there are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy laws of the United States or any state thereof; and (vii) such other matters as may be required by Landlord, the holder of the Mortgage or any ground lessor. Landlord shall provide a statement of like tenor if and as requested by Tenant.

ARTICLE 22

SUBROGATION AND INSURANCE

Section 22.1 Waiver of Subrogation

Landlord and Tenant agree to have all Causes of Loss-Special Form, Building and Personal Property Insurance (or any other property damage insurance which may be carried by either of them endorsed with a clause (if commercially available) providing that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery set forth elsewhere in this Lease, and notwithstanding anything in this Lease which may appear to be to the contrary, each of the parties hereto releases and waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies. Notwithstanding the foregoing or anything contained in this Lease to the contrary, any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder or to increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within ten (10) days following written notice, to pay such increased cost keeping such release or waiver in full force and effect).

Section 22.2 Tenant's Insurance

(a) From and after the Possession Date, Tenant shall procure and maintain or cause to be procured and maintained policies of insurance, including, without limitation, liability, casualty and rental interruption insurance for the Premises, at its sole cost and expense, during the entire Term hereof with terms and coverages and companies reasonably satisfactory to Landlord and with such increases in limits as Landlord may from time to time reasonably request, including all insurance required under any Financing Documents. Alternatively, Landlord may cause such policies to be procured and maintained, and Tenant shall reimburse Landlord for the cost thereof, upon demand. If Landlord provides policies of insurance, such policies shall be all risk coverage exclusive of footings and foundation.

(b) All policies of insurance required hereunder which insure against loss or damage to the Premises shall provide that the proceeds thereof (or so much of such proceeds as pertain to loss or damage to the Premises) shall be payable to Landlord, and if Landlord so requests, shall also be payable to any contract purchaser of the Premises and any holder of a Mortgage, as the interest of such purchaser or holder of a Mortgage appears pursuant to a standard additional insured or mortgagee clause. Tenant shall not, on Tenant's own initiative or pursuant to request or requirement of any third party, take out separate insurance concurrent in form or contributing in the event of loss with that required hereunder, unless Landlord is included therein as an additional insured with loss

payable as in this Section provided Tenant shall immediately notify Landlord whenever any such separate insurance is taken out and shall deliver to Landlord duplicate originals thereof or original certificates evidencing the same with true copies of such insurance policies attached. All such policies of insurance shall provide that any loss shall be payable to Landlord notwithstanding any act or omission of Tenant which might otherwise result in a forfeiture or reduction of such insurance.

Section 22.3 Certificates of Insurance

Prior to the Possession Date of Phase I (unless Landlord has elected to procure the policies of insurance as provided above) or at any time upon request from Landlord, Tenant shall furnish to Landlord policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, cancelled or not renewed without at least thirty (30) days' prior written notice to Landlord and Tenant (unless such cancellation is due to nonpayment of premium, and, in that case, only ten (10) days' prior written notice shall be sufficient).

ARTICLE 23

NONWAIVER

No waiver of any condition expressed in this Lease shall be implied by any failure of either party to enforce any remedy on account of the violation of such condition whether or not such violation be continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Without limiting Landlord's rights under Article 10, it is agreed that no receipt of monies by Landlord from Tenant after the termination in any way of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Tenant prior to the receipt of such monies. It is also agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any monies due, and the payment of said monies shall not waive or affect said notice, suit or judgment.

ARTICLE 24

AUTHORITY OF TENANT

Tenant is a limited liability company/LP and Tenant represents and warrants that all of the Persons who are managers or managing members in such limited liability company have executed this Lease on behalf of Tenant, or that this Lease has been executed and delivered pursuant to and in conformity with a valid and effective authorization therefor by all of the managers or managing members of such company and is and constitutes the valid and binding agreement of the company enforceable in accordance with its terms.

ARTICLE 25

REAL ESTATE BROKERS

Each party represents that it has not dealt with any broker in connection with this Lease, and agrees to indemnify and hold the other harmless from all Adverse Consequences arising from any claims or demands of any broker or brokers or finders for any commission alleged to be due such broker or brokers or finders in connection with its having introduced such party to the Premises or dealing with such party in the negotiation of this Lease.

ARTICLE 26

NOTICES

All notices and demands or requests required or desired to be given by either party to the other with respect to this Lease or the Premises shall be in writing and shall be sent by overnight courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided. Notices to or demands upon Tenant shall be addressed to the following:

If to CDP or its assignee:

Community Development Partners, Inc.
120 North McDonough Street
Jonesboro, GA 30236
Attn: Kirby A. Glaze, President

And

Community Development Partners
1904 San Marco Boulevard
Jacksonville, FL 32207
Attn: Andrew M Ham, Vice-President

With a copy to (which shall not constitute notice):

Glaze & Glaze
120 North McDonough Street
Jonesboro, GA 30236
Attn: George Glaze, Esq.

If to the City:

City of Palatka
201 N. 2nd Street
Palatka, FL 32177
Attention: Mr. Elwin C. Boynton Jr.

With a copy to (which shall not constitute notice):

Donald E. Holmes
Donald E. Holmes, P.A.
Attorney at Law
222 N. 3rd Street
Palatka, FL 32177
Attn: Don E. Holmes, Esq.

Notices and demands shall be deemed given and served (i) upon receipt of or refusal to accept any such notice or demand, or (ii) one (1) business day after the deposit of any such notice or demand with an overnight courier service. Either party may change its address for receipt of notices by giving notice of such change to the other party in accordance herewith. Notices and demands from Landlord to Tenant may be signed by Landlord, its manager(s) or managing member(s), or the duly authorized agent of any of them.

ARTICLE 27

HAZARDOUS SUBSTANCES

Section 27.1 Defined Terms.

As used in this Article 27,the following terms shall have the meanings set forth below:

(a) "**Claim**" shall mean and include any demand, cause of action, proceeding or suit (i) for damages (actual or punitive), losses, injuries to person or property, damages to natural resources, fines, penalties, interest, contribution or settlement, (ii) for the costs of site investigations, feasibility studies, information requests, health or risk assessments or Response actions, and (iii) for enforcing insurance, contribution or indemnification agreements.

(b) "**Environmental Laws**" shall mean and include all existing and future federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and cleanup, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("**FIFRA**"), 7 U.S.C. Section 136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization

Act, the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("**TSCA**"), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and state superlien and environmental cleanup statutes, with implementing regulations and guidelines. Environmental Laws shall also include all existing and future state, regional, county, municipal and other local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

(c) "**Hazardous Materials**" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, byproduct or constituent regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos containing materials, PCBs and other substances regulated under the TSCA; source material, special nuclear material, byproduct material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200 et seq.; and industrial process and pollution control wastes, whether or not hazardous within the meaning of RCRA, together with any and all other hazardous or toxic materials regulated from time to time under any other Environmental Laws.

(d) "**Manage**" means to generate, manufacture, process, treat, store, use, reuse, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of or abandon Hazardous Materials.

(e) "**Release**" or "**Released**" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment, as "**environment**" is defined in CERCLA.

(f) "**Response**" or "**Respond**" shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Material.

Section 27.2 Tenant's Obligations with Respect to Environmental Matters

During the Term of this Lease: (i) Tenant shall at its own cost comply with all Environmental Laws; (ii) Tenant shall not conduct or authorize the Management of any Hazardous Materials on the Premises, including installation of any underground storage tanks, without prior written disclosure to and approval by Landlord, provided, however, that the use by Tenant of cleaning products and other materials used in the ordinary course of the operation of the Premises shall be deemed disclosed to and approved by Landlord, as long as such use is not in violation of any Environmental Laws; (iii) Tenant shall not take or permit any action that would subject the Premises to permit requirements under RCRA or any other Environmental Laws for storage, treatment or disposal of Hazardous Materials; (iv) Tenant shall not dispose or

permit the disposal of Hazardous Materials in dumpsters (if any) provided by Landlord for Tenant use; (v) Tenant shall not discharge or permit the discharge of Hazardous Materials into drains or sewers; (vi) Tenant shall not cause or allow the Release of any Hazardous Materials on, to or from the Premises; and (vii) Tenant shall at its own cost arrange for the lawful transportation and offsite disposal of all Hazardous Materials that is generated by the operation of the Premises

Section 27.3 Copies of Notices

During the term of this Lease, Tenant shall promptly provide Landlord with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, Maryland Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual, concerning (i) any Release of a Hazardous Material on, to or from the Premises; (ii) the imposition of any lien on the Premises; or (iii) any alleged violation of or responsibility under Environmental Laws. Landlord and Landlord's agents, contractors, beneficiaries and employees (and the agents, contractors, employees or representatives of any such parties) shall have the right subject to the other applicable provisions of this Lease to enter the Premises and conduct appropriate inspections or tests in order to determine Tenant's compliance with Environmental Laws.

Section 27.4 Tests and Reports

Upon written request by Landlord, Tenant shall provide Landlord with the results of appropriate reports and tests, with transportation and disposal contracts for Hazardous Materials, with any permits issued under Environmental Laws, and with any other applicable documents to demonstrate that Tenant complies with all Environmental Laws relating to the Premises, and if such reports, tests or other items reveal any failure of the Premises to so comply with all Environmental Laws, then, in addition to other rights and remedies of Landlord hereunder, Tenant shall reimburse Landlord, upon demand, for the reasonable cost of such reports, tests and other investigations.

Section 27.5 Access and Inspection

Landlord and its agents and representatives shall have access to the Premises and to the books and records of Tenant (and any occupant of the Premises claiming by, through or under Tenant) relating to Hazardous Materials for the purpose of ascertaining the nature of the activities being conducted thereon and to determine the type, kind and quantity of all products, materials and substances brought onto the Premises or made or produced thereon. Landlord and its agents and representatives shall have the right to take samples in quantity sufficient for scientific analysis of all products, materials and substances present on the Premises, including, but not limited to, samples of products, materials or substances brought onto or made or produced on the Premises by Tenant or an occupant claiming by, through or under Tenant or otherwise present on the Premises. And, further, notwithstanding any provision of this Lease or

applicable statutes or judicial decisions to the contrary, with respect to any assignment, subletting, grant of license, concession or any other permission to use the Premises by any Person other than Tenant, Landlord shall have the right to withhold Landlord's consent thereto if, the assignee, subtenant, licensee, concessionaire or such other Person is not capable of performing or is not sufficiently qualified to perform in accordance with the requirements of this Article. Any assignment, sublease, license or other permission to use the Premises from which Landlord withholds its consent as provided in this Section 28.5 shall be voidable at the Landlord's sole option.

Section 27.6 Tenant's Obligation To Respond

If Tenant's Management of Hazardous Materials at the Premises (i) gives rise to liability or to a Claim under any Environmental Law, (ii) causes a significant public health effect, or (iii) creates a nuisance, Tenant shall promptly take all appropriate action in Response.

Section 27.7 Landlord's Obligations with respect to Environmental Matters

As part of Landlord's Work, Landlord shall cause the Premises to be in compliance with all Environmental Laws prior to the Possession Date and, without limitation of the foregoing, shall cause removal of all Hazardous Materials on or about the Premises to the extent required by law and shall cause all remediation work with respect to existing violation of Environmental Laws to be performed in accordance with the recommendations contained in the Environmental Reports.

Section 27.8 Indemnification

(a) Tenant shall indemnify, defend and hold harmless Landlord, its partners or members, its beneficiaries, its lenders, any managing agents and leasing agents of the Premises, and their respective beneficiaries, agents, partners, officers, directors and employees, from all Claims (other than those arising from a breach by Landlord of its obligation under Section 28.7) arising from or attributable to: (i) the presence of Hazardous Materials in or on the Premises or the subsurface thereof or the violation of any Environmental Laws (including, without limiting the generality thereof, any cost, claim, liability or defense expended in remediation required by a governmental authority or by reason of the release, escape, seepage, leakage, discharge or migration of any Hazardous Material on or from the Premises or violation of any Environmental Laws), or (ii) any breach by Tenant of any of its warranties, representations or covenants in this Article. Tenant's obligations hereunder shall survive the termination or expiration of this Lease.

(b) Landlord shall indemnify, defend and hold harmless Tenant, its partners or members, its beneficiaries, its lenders, any managing agents and leasing agents of the Premises, and their respective beneficiaries, agents, partners, officers, directors and employers, from all claims arising from or attributable to any breach by Landlord of any of its representations, warranties or covenants in Section 28.7. Landlord's obligations hereunder shall survive the termination or expiration of this Lease.

ARTICLE 28

TITLE AND COVENANT AGAINST LIENS

Landlord's title in and to the Premises is and always shall be paramount to the title of Tenant, and nothing in this Lease contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord in and to the Premises. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Premises or against Tenant's Leasehold Interest in the Premises and, in case of any such lien attaching, to immediately pay and remove same. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon the Premises and any and all liens and encumbrances created by Tenant shall attach only to Tenant's Leasehold Interest in the Premises. If any such liens so attach and Tenant fails to pay and remove or bond over same within ten (10) days after notice thereof, Landlord, at its election, may pay and satisfy the same, and in such event the sums so paid by Landlord shall accrue with interest from the date of payment at the rate set forth in Section 30.8 hereof for amounts owed to Landlord by Tenant. Such sums shall be deemed to be additional rent due and payable by Tenant at once without notice or demand. Nothing contained in this Article 29 shall obligate Tenant to pay and remove any lien of mechanics or materialmen imposed because of the action or inaction of Landlord.

ARTICLE 29

MISCELLANEOUS

Section 29.1 Successors and Assigns

Each provision of this Lease shall extend to and shall bind and inure to the benefit not only of Landlord and Tenant, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge or subletting contrary to the provisions of this Lease.

Section 29.2 Modifications in Writing

No modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon either party unless in writing signed by such party.

Section 29.3 No Option; Irrevocable Offer

Submission of this instrument for examination shall not constitute a reservation of or option for the Premises or in any manner bind Landlord, and no lease or obligation of Landlord shall arise until this instrument is signed and delivered by Landlord and Tenant.

Section 29.4 Definition of Tenant

The word "**Tenant**" whenever used herein shall be construed to mean Tenants or any one or more of them in all cases where there is more than one Tenant; and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other

organizations, partnerships or other Entities, or individuals, shall in all cases be assumed as though in each case fully expressed herein. In all cases where there is more than one Tenant, the liability of each shall be joint and several.

Section 29.5 Definition of Landlord

The term "**Landlord**" as used in this Lease means only the owner or owners at the time being of the Premises so that in the event of any assignment, conveyance or sale, once or successively, of said Premises, or any assignment of this Lease by Landlord, said Landlord making such sale, conveyance or assignment shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing after such sale, conveyance or assignment, and Tenant agrees to look solely to such purchaser, grantee or assignee with respect thereto. This Lease shall not be affected by any such assignment, conveyance or sale, and Tenant agrees to attorn to the purchaser, grantee or assignee.

Section 29.6 Headings

The headings of Articles and Sections are for convenience only and do not limit, expand or construe the contents of the Sections.

Section 29.7 Time of Essence

Time is of the essence of this Lease and of all provisions hereof.

Section 29.8 Default Rate of Interest

All amounts (including, without limitation, Rent and Additional Rent) owed by Tenant to Landlord pursuant to any provision of this Lease and not paid within ten (10) days from the date when due shall bear interest from the date due until paid at the annual rate of one percent (1%) in excess of the Designated Prime Rate, unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be charged.

Section 29.9 Severability

The invalidity of any provision of this Lease shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Lease.

Section 29.10 Entire Agreement

All understandings and agreements, oral or written, heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreements between Landlord (and its beneficiary, if any, and their agents) and Tenant.

Section 29.11 Force Majeure

If either party fails to timely perform any of the terms, covenants and conditions of this Lease on its part to be performed (other than relating to the payment of money) and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure

materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by the other party (or the other party's agents, employees, contractors, licensees or invitees) or any other cause (other than financial inability to perform) beyond the reasonable control of such party, then such party shall not be deemed in default under this Lease as a result of such failure and any time for performance by such party provided for herein shall be extended by the period of delay resulting from such cause.

Section 29.12 Signs

Tenant may erect signs on the exterior or interior of the Premises, provided that such sign or signs (i) do not cause any structural damage or other damage to the Premises; (ii) do not violate applicable governmental laws, ordinances, rules or regulations; (iii) do not violate any covenants, conditions or restrictions affecting the Premises; and (iv) are compatible with the architecture of the Premises.

Section 29.13 Waiver of Trial by Jury

It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of the Premises or any claim of injury or damage and any emergency statutory or any other statutory remedy.

Section 29.14 Relationship of Parties

Nothing contained in this lease shall be deemed or construed by the parties to this Lease, or by any third party, to create the relationship of principal and agent, partnership, joint venture, lender and borrower, or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computing Rent hereunder nor any other provisions contained in this Lease nor any acts of the parties to this Lease shall be deemed to create any relationship between Landlord and Tenant, other than the leasehold relationship contemplated hereby.

Section 29.15 No Merger

The parties agree that absent the express written consent of Landlord and Tenant, the fee estate and the leasehold estate created by this Lease shall not merge during the Term, regardless whether the same persons or entities are the owners of both estates.

ARTICLE 30

EXCULPATORY PROVISIONS

Section 30.1 Landlord

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that in case of Default hereunder by Landlord (or Default through, under or by any of its agents or representatives), Tenant shall look solely to the interests of Landlord in the Premises or the proceeds of the sale, assignment or subletting thereof and any other assets of Landlord and that none of Landlord's members or managers shall have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained. Nothing herein contained shall preclude injunctive or other equitable relief.

Section 30.2 Tenant

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that in case of Default hereunder by Tenant (or Default through, under or by any of its agents or representatives), Landlord shall look solely to the Leasehold Interest of Tenant in the Premises or the proceeds of the sale thereof and any other assets of Tenant and that none of Tenant's members or managers shall have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained. Nothing herein contained shall preclude injunctive or other equitable relief.

[*The remainder of this page has been left blank intentionally.*]

IN WITNESS WHEREOF, the parties hereto have caused this Master Lease Agreement to be executed as of the date first written above.

LANDLORD:

City of Palatka, a Florida Municipal Corporation

By:
Its:

Attest;

By: _____
City Clerk

Approved as to legal form and sufficiency:

By: _____
City Attorney

TENANT:

Community Development Partners, Inc, a Georgia Corporation

By: _____
Kirby A Glaze
Its: President

And CDP Palatka, LP

By: _____
Community Development Partners, Inc.
Its: General Partner

4136676v4

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT B

LANDLORD'S WORK

See Attached.

Exhibit C

PHASE II LEASE AGREEMENT

Between

The City of Palatka
a Florida Municipal Corporation,

Landlord,

and

Community Development Partners, Inc.,
a Georgia Corporation,

Tenant.

Dated December ___, 2010

PHASE II LEASE AGREEMENT

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PHASE II LEASE AGREEMENT

THIS PHASE II LEASE AGREEMENT (this "**Lease**") is made and entered into as of December _____, 2010 (the "**Effective Date**"), by and between the **CITY OF PALATKA**, (the "City") a Florida municipal corporation, whose address is 201 N. 2nd Street, Palatka, Florida 32177 and (hereinafter referred to as "**Landlord**"), and **COMMUNITY DEVELOPMENT PARTNERS, INC.**, ("Developer or CDP") a Georgia corporation, whose address is 120 North McDonough Street, Jonesboro, Georgia, 30236 (hereinafter referred to as "**Tenant**").

RECITALS

1. Landlord currently is the owner of the vacant land formerly the site of a high-rise and generally known as the property comprising all or major portions of one City block east of 2nd Street, west of Memorial Drive, south of St. John's Avenue and north of the First Presbyterian Church and as legally described in **Exhibit A** attached hereto and made a part hereof and available to be developed as a hotel, plus additional commercial space and restaurants together with all improvements and personal property now located thereon or to be located thereon during the Term (as hereinafter defined), together with all appurtenances, easements, rights of way and other rights belonging to or in any way pertaining to the said premises (such real estate, improvements, personal property, appurtenances, easements, rights of way and other rights hereinafter referred to as the "**Premises**").

2. The Premises currently are subject to a Preliminary Development Agreement Between Landlord and Tenant dated August 27, 2009 with respect to certain rights and obligations in connection with the negotiation of the terms and conditions for the development of the Project.

4. Tenant desires to lease the Premises from Landlord pursuant to the terms of this Lease and to hold, maintain, operate, and sell or otherwise dispose of its interest in the Premises hereunder (the "**Leasehold Interest**").

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

ARTICLE 1

DEFINITIONS

Capitalized terms used herein and not otherwise defined shall have the following meanings:

"Adverse Consequences" means all actions, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, injunctions, judgments, orders, decrees, rulings, damages, dues, penalties, fines, costs, reasonable amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses and fees, including court costs and reasonable attorneys' fees and expenses.

"Affiliate" means any Person which directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with a Member. For purposes hereof, the terms "control," "controlled," or "controlling" shall include, without limitation, (i) the ownership, control or power to vote ten percent (10%) or more of the beneficial interest of any such Person, as the case may be, directly or indirectly, or acting through one or more Persons, (ii) the control in any manner over the managing member(s) or the election of more than one director or trustee (or Persons exercising similar functions) of such Person, or (iii) the power to exercise, directly or indirectly, control over the management or policies of such Person.

"Base Rent" shall have the meaning set forth in Section 4.1.

"Building" shall have the meaning set forth in the Recitals.

"Building Systems Equipment" shall have the meaning set forth in Section 8.4.

"CERCLA" shall have the meaning set forth in Section 28.1(b).

"Claim" shall have the meaning set forth in Section 28.1(a).

"Code" shall have the meaning set forth in the Recitals.

"Collateral" shall have the meaning set forth in Section 19.8.

"Commencement Date" shall have the meaning set forth in Section 3.1.

"Covenants" shall have the meaning set forth in Section 8.3(b).

"Default" shall have the meaning set forth in Section 19.1.

"Designated Prime Rate" means the prime rate of interest published from time to time in the Wall Street Journal or other source as the parties may agree, adjusted as such prime rate adjusts.

"Entity" means any general partnership, limited partnership, corporation, joint venture, trust, limited liability company, business trust, cooperative or association.

"Environmental Laws" shall have the meaning set forth in Section 28.1(b).

"Environmental Reports" means that certain Phase I Environmental Site Assessment prepared by Eco Dynamics Corporation regarding the Premises.

"Event of Bankruptcy" or "Bankruptcy" means, as to a specified Person:

(i) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of such Person or for any substantial part of his

property, or ordering the winding-up or liquidation of his affairs and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days; or

(ii) the commencement by such Person of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by him to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of such Person or for any substantial part of his property, or the making by him of any general assignment for the benefit of creditors, or the taking of action by the Person in furtherance of any of the foregoing.

"Expiration Date" shall have the meaning set forth in Section 3.1.

"Force Majeure" means any delay or failure in performance caused by acts beyond a Person's reasonable control, including, without limitation, acts of God, war, vandalism, sabotage, accidents, fires, floods, strikes, labor disputes, mechanical breakdown, shortages or delays in obtaining suitable parts or equipment, material, labor, or transportation, acts of subcontractors, interruption of utility services, acts of any Governmental Authority, or any similar cause (excluding financial inability).

"Governmental Authority" means any state, federal, local, municipal or other governmental authority, agency, or licensing authority of any kind whatsoever, including any so-called "business improvement district" or similar Entity or organization.

"Hazardous Materials" shall have the meaning set forth in Section 27.1(c).

"Impositions" shall have the meaning set forth in Section 4.2.

"Landlord" shall have the meaning set forth in the heading of this Lease and shall include any successor thereto.

"Landlord's Work" shall have the meaning set forth in Section 7.1(a).

"Lease Year" shall have the meaning set forth in Section 3.2.

"Manage" shall have the meaning set forth in Section 27.1(d).

"Monthly Base Rent" shall have the meaning set forth in Section 4.1.

"Phasing of Development" shall have the meaning set forth in Section 7 of the Preliminary Development Agreement First Addendum executed between the parties and dated May 13, 2010.

"Person" means any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so admits; and, unless the context otherwise requires, the singular shall include the plural, and the masculine gender shall include the feminine and the neuter and vice versa.

"Possession Date" shall have the meaning set forth in Section 3.1.

"Premises" shall have the meaning set forth in the Recitals.

"Rent" shall have the meaning set forth in Section 4.2.

"Start Date" shall have the meaning set forth in Article 16.

"Substantial Casualty" shall have the meaning set forth in Article 16.

"Tenant" shall have the meaning set forth in the heading to this Lease.

"Term" shall have the meaning set forth in Section 3.1.

"TSCA" shall have the meaning set forth in Section 27.1(b).

ARTICLE 2

GRANT OF LEASE

Section 2.1 Lease

Landlord hereby leases and demises to Tenant, and Tenant hereby leases from Landlord, subject to and with the benefit of the terms, covenants, conditions and provisions set forth herein, the Premises.

ARTICLE 3

TERM; POSSESSION

Section 3.1 Term

The term of this Lease (hereinafter referred to as the "**Term**") shall commence on the date of the closing of a loan or other source of financing, which produces funds sufficient to pay for one-hundred per cent (100%) of the projected cost of designing, permitting, and constructing Phase I of the Project (hereinafter, as the same may be adjusted as hereinafter provided, referred to as the "**Commencement Date**") and end on the later of (i) December 31, 2060 or (ii) the 50th anniversary of the Possession Date as defined below (hereinafter, as the same may be adjusted as hereinafter provided, referred to as the "**Expiration Date**"), unless sooner terminated as provided herein. Tenant shall be entitled to possession of the Premises within 30 days of the commencement date. Upon request of the other, Landlord and Tenant each agrees to provide written confirmation of the date constituting the Possession Dates.

Section 3.2 Lease Year Defined

As used in this Lease, the term "**Lease Year**" shall mean (i) if the Commencement Date is the first day of a calendar month, the twelve (12) month period commencing on the Commencement Date or (ii) if the Commencement Date is not the first day of a calendar month,

the period commencing on the Commencement Date and ending on the last day of the twelfth (12th) full calendar month of the Term, and, in either case, each succeeding twelve (12) month period thereafter which falls in whole or in part during the Term.

ARTICLE 4

BASE RENT

Section 4.1 Base Rent

As consideration for this Lease, Tenant covenants and agrees, commencing on the Commencement Date, to pay to Landlord an annual base rent (hereinafter referred to as "Base Rent") **to Landlord for the Premises in possession of the Tenant per calendar year, in the amounts set forth below, payable in twelve (12) equal monthly installments (hereinafter referred to as** "Monthly Base Rent") **(pro rated for any month that is not a full month) payable on the first day of each month.** "Base Rent" shall be defined as that amount of annual income resulting from the calculation of the value of the Premises, as determined by the real estate tax records of Putnam County, times the **10 year average of the Florida Municipal Trust 1-3 Year High Quality Bond Fund as of the Commencement Date".**

Lease Year Ending	Annual Amount
December 31, 2010 (partial year)	$_____
December 31, 2011	$_____
December 31, 2012	$_____
December 31, 2013	$_____
December 31, 2014	$_____
December 31, 2015	$_____
Thereafter through and until the Expiration Date	$_____ + 1.5%, compounding annually

Section 4.2 Manner of Payment

Base Rent, and Tenant's Share of Impositions (as hereinafter defined) and all other amounts becoming due from Tenant to Landlord hereunder (hereinafter collectively referred to as "**Rent**") shall be paid in lawful money of the United States to Landlord at the office of Landlord, or as otherwise designated from time to time by written notice from Landlord to Tenant. Payment of the Base Rent for the year in which the Possession Date occurs shall begin on the first day of the month following the month each Phase II is open for business and shall be prorated among the remaining months in that year based on the number of months it is payable.

Section 4.3 **Net Lease**

This Lease is what is commonly called a "net lease," it being understood that Landlord shall receive the Base Rent set forth in Section 4.2 hereof free and clear, after the Possession Date of Phase II, of any and all other Impositions (as defined in Section 5.2 below), taxes, assessments, liens, charges or expenses of any nature whatsoever in connection with the ownership, maintenance, repair and operation of the Premises, except as otherwise provided herein. From and after the Possession Date of Phase II, Tenant shall be solely responsible for and shall pay all insurance premiums, operating charges, maintenance charges, construction costs, rental under equipment or similar leases, and any other charges, costs and expenses which arise or may be contemplated under any provisions of this Lease during the portion of the Term following the Possession Date of Phase II. All of such charges, costs and expenses when due shall constitute additional rent ("**Additional Rent**"), even though not necessarily payable to Landlord, and upon the failure of Tenant to pay any of such costs, charges or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay Base Rent. Base Rent, Additional Rent and all other sums payable hereunder by Tenant shall be paid (except as otherwise provided for in Section 9 of the Preliminary Agreement between the parties dated August 27, 2009) without notice or demand and without setoff, counterclaim, abatement, suspension, deduction or defense. Nothing herein contained shall obligate Tenant for the payment of any expenses payable by Landlord pursuant to Section 7.4 herein below or any income or franchise taxes payable by Landlord under applicable law.

Section 4.4 **No Termination**

(a) Except as otherwise expressly provided herein, this Lease shall not terminate, nor shall Tenant have any right to terminate this Lease, nor shall Tenant be entitled to any abatement or reduction of Rent hereunder except as contained in Section 9 of the Preliminary Agreement between the parties dated August 27, 2009 nor shall the obligations of Tenant hereunder be affected, by reason of any default on the part of Landlord under this Lease, or under any other agreement to which Landlord and Tenant may be parties. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Rent, and all other sums payable by Tenant hereunder shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease. Nothing herein shall preclude Tenant from pursuing or realizing upon its other remedies at law or in equity by reason of any default hereunder by Landlord.

(b) Tenant agrees that it will remain obligated under this Lease in accordance with its terms, and that it will not take any action to terminate, rescind or avoid this Lease, notwithstanding (i) the Bankruptcy of Landlord or any assignee of Landlord, and (ii) any action with respect to the Lease which may be taken by any trustee or receiver of Landlord or of any assignee of Landlord in any such proceeding or by any court in any such proceeding; provided that this Lease is not effectively disaffirmed in such proceedings and Tenant receives reasonable assurance thereof within a reasonable period of time following the commencement of such proceedings.

(c) Tenant waives all rights which may now or hereafter be conferred by law (except by a final and binding judicial determination by a court of competent jurisdiction) (i) to quit, terminate or surrender this Lease or the Premises or any part thereof, or (ii) to any abatement, suspension, deferment or reduction of Rent, Additional Rent or any other sums payable under this Lease, except as otherwise expressly provided herein.

Section 4.5 **Reserved**

ARTICLE 5

USE OF PREMISES

Tenant shall use and occupy Phase II for purposes of constructing a hotel use, operation of a hotel, together with ancillary facilities including one or more restaurants, meeting rooms and similar facilities, as commercial rental property, and for incidental uses thereto and for no other use or purpose. Tenant covenants and agrees to use and occupy the Premises in conformity with all federal, state and municipal statutes, laws, rules, ordinances, regulations and orders. Tenant shall not use any materials that are hazardous or toxic, nor shall Tenant create any offensive or toxic emissions or effluents to emanate from the Premises, except to the extent reasonable or appropriate in connection with the lawful use of the Premises in the ordinary course of Tenant's business, and Tenant shall comply with all legal requirements in connection with such use. At all times during the Term, Tenant shall cause all of the Premises to remain in compliance with all legal requirements and, to the extent that Tenant should fail to do so beyond any applicable grace or cure period permitted by the appropriate authority, Landlord shall have the right to take all actions required or necessary to bring the Premises into compliance with all legal requirements, and all sums paid by Landlord, including, without limitation, any legal fees and disbursements, incurred by Landlord as a result of Tenant's failure shall constitute Additional Rent.

ARTICLE 6

UTILITIES AND SERVICES; OPERATING EXPENSES; FINANCING DOCUMENTS

Section 6.1 **Utilities and Services**

Tenant shall purchase all utility services for the Premises, including, but not limited to, fuel, water, sewerage and electricity, from the utility or municipality providing such service, and shall pay for such services when such payments are due. Except in the case of willful actions or omissions of Landlord causing interruption of utility services, Landlord will not be liable to Tenant for any interruption in the provision of utility services to the Premises, nor will any interruption be construed as an eviction of Tenant or entitle Tenant to abatement of Rent.

Section 6.2 **Regulations Regarding Utilities and Services**

(a) Tenant agrees to cooperate fully, at all times, with Landlord in abiding by all reasonable regulations and requirements which Landlord may prescribe for the proper functioning and protection of all utilities and services reasonably necessary for the

operation of the Premises. Throughout the Term of this Lease, Landlord and its contractors shall have reasonable access after reasonable advance notice and in such manner as will minimize interference with the use and occupancy of the Premises to any and all mechanical installations, and Tenant agrees that there shall be no construction of partitions or other obstructions which might unreasonably interfere with access to or the moving of servicing equipment to or from the enclosures containing said installations. Tenant further agrees that neither Tenant nor its employees, agents, licensees, invitees or contractors shall at any time tamper with, adjust or otherwise in any manner affect Landlord's mechanical installations.

(b) Nothing contained herein shall be deemed to impose any duty or obligation on Landlord to maintain or repair such mechanical installations. Tenant shall be solely responsible for and shall maintain all such mechanical installations and shall repair and replace such items at Tenant's sole cost and expense.

Section 6.3 Operating Expenses

Without limitation of any other provision herein and except as otherwise herein specified, from and after the Possession Date, Tenant shall pay all expenses of operation of the Premises including, without limitation, all utility charges, insurance premiums, operating charges, maintenance and repair charges, construction costs, costs for replacements and other charges, and all other charges, whether or not contemplated under this Lease.

ARTICLE 7

CONDITION AND CARE OF PREMISES

Section 7.1 Possession.

Section 7.2 Tenant Obligations

(a) At its sole cost and expense throughout the Term following the Possession Date, Tenant shall (i) take good care of the Premises and buildings built on the Premises; (ii) keep the same in good order and condition; and (iii) make and perform or cause to be performed all maintenance thereof and all necessary repairs thereto, interior and exterior, structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen, of every nature, kind and description, including, without limitation, any maintenance required under the Financing Documents. When used in this Section, the term "repairs" shall include all necessary replacements, renewals, alterations, additions and. All repairs made by Tenant shall be at least equal in quality and cost to the original improvements and shall be made or caused to be made by Tenant in accordance with all laws, ordinances and regulations whether heretofore or hereafter enacted. The necessity for or adequacy of maintenance and repairs shall be measured by the standards that are appropriate for improvements of similar construction and class, provided that Tenant shall in any event make all repairs reasonably necessary to avoid any structural damage or other damage or injury to the Improvements.

(b) Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in, about or to the Premises or any improvements hereafter erected thereon. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Premises hereafter erected thereon.

(c) Tenant shall not do or suffer any waste or damage, disfigurement or injury to the Premises, or to the fixtures or equipment therein, or permit or suffer any overloading of the floors or other use of the improvements that would place an undue stress on the same or any portion thereof beyond that for which the same was designed unless required to meet the City of Palatka and the State of Florida construction codes for the uses intended by Tenant.

Section 7.3 **Compliance With Rules and Regulations; Compliance with Covenants.**

Tenant shall at its sole cost and expense:

(a) Comply with (i) all federal, state, county, municipal and other governmental and quasigovernmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof, including compliance with the requirements of the City of Palatka and the State of Florida (and any federal law to the extent applicable) relating to the operation of the Premises as a hotel, operation of a hotel, together with ancillary facilities including one or more restaurants, meeting rooms and similar facilities, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (ii) all rules, orders and regulations of the National Board of Fire Underwriters or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions, which apply to the Premises; provided, however, that Tenant shall not be obligated to comply or cause the Premises to comply with any of the foregoing unless Tenant's use of the Premises shall cause a violation of clauses (i) or (ii) above. Tenant shall comply with the requirements of all policies of public liability, fire and other insurance which at any time may be in force with respect to the Premises.

(b) Comply with the requirements (the "**Covenants**") of the Financing Documents applicable to Tenant. In the event of its failure to do so (without limitation of any other rights or remedies of Landlord hereunder), Landlord may, if such failure continues beyond the applicable grace period thereunder, pay such amounts or perform such obligations as are necessary in order to comply therewith. The amounts reasonably expended by Landlord on account thereof shall constitute Additional Rent.

Section 7.4 **Existing Equipment**

ARTICLE 8

RETURN OF PREMISES

Section 8.1 Surrender of Possession

At the termination of this Lease by lapse of time or otherwise or upon termination of Tenant's right of possession without termination of this Lease, Tenant shall surrender possession of the Premises to Landlord and deliver all keys to the Premises to Landlord and make known to Landlord the combination of all locks of vaults then remaining in the Premises, and shall, subject to Sections 8.2 through 8.4, return the Premises and all equipment and fixtures of Landlord therein to Landlord in as good condition as when Tenant originally took possession, ordinary wear, loss or damage by fire or other insured casualty, and damage resulting from the act of Landlord or its employees and agents excepted.

Section 8.2 Installations and Additions

All installations, additions, partitions, hardware, light fixtures, nontrade fixtures and improvements, temporary or permanent, except FF&E, trade fixtures, movable furniture and equipment owned by Tenant and its sub-tenants, in or upon the Premises, whether placed there by Tenant or Landlord, shall be Landlord's property and shall remain upon the Premises at the termination of this Lease, all without compensation, allowance or credit to Tenant; provided, however, that if prior to such termination or within ten (10) days thereafter Landlord so directs by notice, Tenant, at Tenant's sole cost and expense, shall promptly remove such of the installations, additions, partitions, hardware, light fixtures, nontrade fixtures and improvements placed in the Premises by Tenant as are designated in such notice and repair any damage to the Premises caused by such removal, failing which Landlord may remove the same and repair the Premises, and Tenant shall pay the reasonable cost thereof to Landlord on demand. Tenant may request, prior to making the installations, additions or other improvements provided hereinabove that Landlord determine whether Tenant shall be obligated to remove such installations, additions or other improvements (in which case Landlord shall make such determination in a reasonable manner within five (5) days following such request); provided, however, that Landlord shall not be precluded from exercising its right to require such removal, notwithstanding a prior manifestation of contrary intent, if the condition of such installations, additions or other improvements has deteriorated and constituting in Landlord's determination, unreasonable wear and tear.

Section 8.3 Trade Fixtures and Personal Property

Tenant shall also remove Tenant's and sub-tenant's furniture, machinery, safes, trade fixtures and other items of movable personal property of every kind and description belonging to Tenant and sub-tenants from the Premises and repair any damage to the Premises caused thereby, such removal and restoration to be performed prior to the end of the Term (whether by lapse of time or by earlier termination of this Lease) or Tenant's right of possession, whichever might be earlier. If Tenant fails to remove such items, Landlord may do so and Tenant shall pay to Landlord the reasonable cost of removal and of restoring the Premises within ten (10) days of demand.

Section 8.4 **Survival**

All obligations of Tenant under this Article 8 shall survive the expiration of the Term or sooner termination of this Lease.

ARTICLE 9

HOLDING OVER

Tenant shall pay Landlord for each day Tenant retains possession of the Premises or any part thereof after termination of this Lease, or of Tenant's right to possession of the Premises, by lapse of time or otherwise, an amount which is 101% of the amount of Rent for a day based on the annual rate of Base Rent set forth in Section 4.1 last payable for the period in which such possession occurs, calculated as though such period were within the Term, and, to the extent enforceable by law, Tenant shall also pay all damages, consequential as well as direct, sustained by Landlord by reason of such retention. Nothing contained in this Section shall be construed or operate as a waiver of Landlord's right of reentry or any other right or remedy of Landlord. Any such holding over shall be a tenancy at sufferance.

ARTICLE 10

COMPLIANCE BY TENANT

Tenant agrees, for itself, its employees, agents, contractors, subtenants, invitees and licensees, (i) to observe and not to interfere with the rights reserved to Landlord contained in this Lease, and (ii) to comply with all terms and conditions set forth in any recorded easements, covenants, conditions or restrictions pertaining to the Premises at the present time or, if Tenant has consented thereto, thereafter. Any violation of the foregoing agreements may be enjoined; but, whether or not so enjoined, Tenant acknowledges and agrees that it shall be and remain liable for all damages, loss, costs and expenses resulting therefrom.

ARTICLE 11

RIGHTS RESERVED TO LANDLORD

Landlord reserves the following rights, exercisable after reasonable advance notice and in such manner as will minimize interference with the use and occupancy of the Premises:

(a) to change the name or street address of the Premises (but only if requested to do so by the U.S. postal service or any other governmental authority);

(b) to retain at all times, and to use in appropriate instances after failing to reach Tenant or his designated Property Manager , pass keys to the Premises;

(c) to exhibit the Premises at reasonable hours upon 48 hours notice to Tenant or his designated Property Manager;

(d) to enter the Premises at reasonable hours for inspection upon 48 hours notice to Tenant or his designated Property Manager; and

(e) to enter the Premises in the event of an emergency (without advance notice) and take all steps deemed reasonably necessary by it to respond to such emergency.

ARTICLE 12

MAINTENANCE

Subject to any limitation set forth in Section 8.2 hereof, Tenant shall keep and maintain the entire exterior and interior of the Premises, specifically including, without limitation, the roof, structural components of the Premises, the lighting systems, and the Building Systems Equipment in good condition and repair. Tenant specifically agrees to cause the requirements under the Financing Documents, the Hotel Franchise Agreement, and the Hotel Management Agreement, with respect to the maintenance of the physical condition of the Premises that are the obligation of Tenant thereunder to be complied with at all times, at its sole cost and expense. Tenant shall keep the Premises from falling temporarily out of repair or deteriorating. Tenant shall further keep and maintain the improvements at any time situated upon the Premises and all sidewalks and areas adjacent thereto, and all landscaped areas adjacent thereto, safe secure, clean and sanitary (including, without limitation planting and replacing flowers and landscaping, and necessary interior painting and carpet cleaning), and in full compliance with all health, safety and police regulations in force.

ARTICLE 13

ALTERATIONS

Section 13.1 Limitation

Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, delayed or conditioned, make any alterations, additions or improvements to the Premises, other than such alterations, additions, or improvements to the Premises which are funded by loan proceeds or other sources of financing. Any alterations, additions or improvements which are consented to by Landlord shall continue to be subject to the remaining terms and conditions set forth in this Article.

Section 13.2 Procedures for Alterations, Additions or Improvements

If Landlord consents to such alterations, additions or improvements, before commencement of the work or delivery of any materials onto the Premises, Tenant shall furnish to Landlord for approval plans and specifications, names and addresses of contractors, copies of contracts, necessary permits and licenses, and instruments of indemnification against any and all claims, costs, expenses, damages and liabilities which may arise in connection with such work, all in such form, substance and amount as may be reasonably satisfactory to Landlord. In addition, for any work which shall cost, in the aggregate, in excess of $100,000.00, prior to commencement of any such work or delivery of any materials into the Premises, Tenant shall

provide Landlord with appropriate evidence of Tenant's ability to pay for such work and materials in full and, if requested by Landlord, shall deposit with Landlord at such time such security for the payment of said work and materials as Landlord may require. All alterations, additions and improvements shall be installed in a good, workmanlike manner, and only new, high-grade materials shall be used. All such work shall be done only by contractors or mechanics reasonably acceptable to Landlord. Tenant further agrees to hold Landlord harmless from any and all liabilities of every kind and description which may arise out of or be connected in any way with said alterations, additions or improvements. Before commencing any work in connection with such alterations, additions or improvements, Tenant shall furnish Landlord with certificates of insurance from all contractors performing labor or furnishing materials insuring Landlord against any and all liabilities which may arise out of or be connected in any way with said alterations, additions or improvements. Tenant shall permit Landlord to supervise construction operations at Landlord's sole cost in connection with the foregoing work if Landlord requests to do so. Tenant shall pay the cost of all such alterations, additions and improvements and also the cost of decorating the Premises occasioned by such alterations, additions and improvements, including the cost of labor and materials, contractors' profit, overhead and general conditions. Upon completing any alterations, additions or improvements, Tenant shall furnish Landlord with contractors' affidavits, in form required by law, and full and final waivers of lien and receipted bills covering all labor and materials expended and used. All alterations, additions and improvements shall comply with all insurance requirements and with all city and county ordinances and regulations and with the requirements of all state and federal statutes and regulations.

ARTICLE 14

ASSIGNMENT AND SUBLETTING

Section 14.1 Assignment and Subletting

Except as otherwise herein provided, Tenant shall not, without the prior written consent of Landlord in each instance, (i) assign, transfer, mortgage, pledge, hypothecate or encumber, or subject to or permit to exist upon or be subjected to any lien or charge, this Lease or any interest under it; (ii) allow to exist or occur any transfer of or lien upon this Lease or Tenant's interest herein by operation of law; or (iii) permit the use or occupancy of the Premises or any part thereof for any purpose not provided for under Article 5 of this Lease or by anyone other than Tenant and Tenant's employees and permitted subtenants. In no event shall this Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency or reorganization proceedings. Notwithstanding the foregoing Landlord hereby consents to the occupancy of the Premises by a hotel, operation of a hotel, together with ancillary facilities including one or more restaurants, meeting rooms and similar facilities and by hotel guests of hotel rooms and facilities and the subleasing by Tenant of the subleasing of commercial space to various tenants selected by Tenant, provided that any such sublease is expressly subject and subordinate to this Lease and complies with all applicable requirements, including any consent provisions, of the Financing Documents.

Section 14.2 Tenant To Remain Obligated

Consent by Landlord to any assignment, use, occupancy or transfer shall not operate to relieve Tenant from any covenant or obligation hereunder except to the extent, if any, expressly provided for in such consent, or be deemed to be a consent to or relieve Tenant from obtaining Landlord's consent to any subsequent assignment, transfer, lien, charge, use or occupancy. Tenant shall pay all of Landlord's costs, charges and expenses, including attorneys' fees, reasonably incurred in connection with any assignment, transfer, lien, charge, use or occupancy made or requested by Tenant. Tenant agrees that all advertising by Tenant or on Tenant's behalf with respect to the assignment of this Lease must be approved in writing by Landlord prior to publication.

Section 14.3 Landlord's Consent

Landlord will not unreasonably withhold or delay its consent to Tenant's assignment of this Lease wherever such consent is required hereunder. Landlord shall not be deemed to have unreasonably withheld its consent to an assignment of this Lease if its consent is withheld because: (i) Tenant is then in Default beyond any applicable grace period hereunder or an event has occurred which, but for the giving of notice or passage of time or both, would constitute a Default by Tenant; (ii) any notice of termination of this Lease or termination of Tenant's possession shall have been given under Article 19 hereof; (iii) the portion of the Premises which Tenant proposes to sublease, including the means of ingress to and egress from and the proposed use thereof, or the remaining portion of the Premises will violate any city, state or federal law, ordinance or regulation, including, without limitation, any applicable building code or zoning ordinances; (iv) the proposed use of the Premises by the subtenant or assignee does not conform with the uses permitted by this Lease; (v) in the reasonable judgment of Landlord, the proposed subtenant or assignee is of a character or is engaged in a business which would be deleterious to the reputation of the Premises, or the subtenant or assignee is not sufficiently financially responsible to perform its obligations under the proposed sublease or assignment; provided, however, that the foregoing are merely examples of reasons for which Landlord may withhold its consent and shall not be deemed to be exclusive of any permitted reasons for reasonably withholding consent, whether similar to or dissimilar from the foregoing examples. Any consent by Landlord to a proposed assignment or sublease shall in any event be subject to the terms of Section 14.1 and Section 14.2 above.

Section 14.4 Assignee To Assume Obligations

If Tenant shall assign this Lease as permitted herein, the assignee shall expressly assume all of the obligations of Tenant hereunder in a written instrument reasonably satisfactory to Landlord and furnished to Landlord not later than fifteen (15) days prior to the effective date of the assignment. If Tenant shall sublease the Premises as permitted herein, Tenant shall obtain and furnish to Landlord, not later than fifteen (15) days prior to the effective date of such sublease and in form satisfactory to Landlord, the written agreement of such subtenant stating that the subtenant will attorn to Landlord, at Landlord's option and written request, in the event this Lease terminates before the expiration of the sublease.

Section 14.5 Change of Ownership or Control of Tenant.

Notwithstanding anything to the contrary in this Article 15, if Tenant is a corporation, partnership or limited liability company, and if during the Term of this Lease, Tenant contemplates that the ownership of the shares of stock, partnership interests or membership interests in Tenant shall be changing, such proposed change shall not constitute a proposed assignment of this Lease or otherwise be governed by the terms of this Article 15. Notwithstanding the foregoing, Tenant shall advise Landlord of any such changes.

ARTICLE 15

WAIVER OF CERTAIN CLAIMS; INDEMNITY BY TENANT

Section 15.1 Waiver of Certain Claims; Release by Tenant

To the extent not expressly prohibited by law, Tenant releases Landlord and its members, and their agents, servants and employees, from and waives all claims for damages to person or property sustained by Tenant, or by any other person claiming by or through Tenant, resulting directly or indirectly from fire or other casualty, or any existing or future condition, defect, matter or thing in or about the Premises, or from any equipment or appurtenance therein, or from any accident in or about the Premises, or from any act or neglect of any other person, including Landlord's agents and employees and contractors; provided, however, that the foregoing release shall not operate in the event of the gross negligence or willful misconduct of Landlord's agents, employees or contractors. This Section 15.1 shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewerage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, broken glass, sprinkling or air conditioning devices or equipment, or flooding of basements, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above or from any other thing or circumstance, whether of a like nature or of a wholly different nature.

Section 15.2 Damage Caused by Tenant's Neglect

If any damage to the Premises, or any equipment or appurtenance thereon, results from any act or neglect of Tenant, its employees, agents, contractors, licensees or invitees, Tenant shall be liable therefor, and Landlord may at its option following expiration of the applicable grace period repair such damage, and Tenant shall reimburse Landlord for all reasonable costs of repairing such damage in excess of amounts, if any, paid to Landlord under insurance covering such damage within ten (10) days of demand by Landlord.

Section 15.3 Tenant Responsible for Personal Property

All personal property on the Premises belonging to Tenant shall be there at the risk of Tenant, and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

Section 15.4 Indemnification

To the extent not expressly prohibited by law, Tenant agrees to hold Landlord and its members, and their agents, servants and employees, harmless and to indemnify each of them against Adverse Consequences arising from injuries to all persons and damage to or theft or misappropriation or loss of property occurring in or about the Premises arising from Tenant's occupancy of the Premises or the conduct of its business or from any activity, work or thing done, permitted or suffered by Tenant in or about the Premises or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or due to any other act or omission of Tenant, its agents, contractors, invitees, licensees or employees, but only to the extent of Landlord's liability, if any, in excess of amounts, if any, paid to Landlord under insurance covering such claims or liabilities. Tenant's obligation to indemnify Landlord hereunder shall include the duty to defend against any claims creating such Adverse Consequences and to pay any judgments, settlements, costs, fees and expenses, including attorneys' fees, reasonably incurred in connection therewith. For such purpose, Tenant shall be entitled to the use of an attorney designated by it or its insurer.

ARTICLE 16

DAMAGE OR DESTRUCTION BY CASUALTY

If the Premises shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Premises untenantable, then Tenant shall proceed to repair and restore the same with reasonable promptness, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Tenant's reasonable control. If any such damage renders all or a substantial portion of the Premises untenantable (a "**Substantial Casualty**"), Tenant shall, with reasonable promptness after the occurrence of such damage, estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall by notice advise Landlord of such estimate. If it is so estimated that the amount of time required to substantially complete the repair and restoration of a Substantial Casualty will exceed three hundred sixty (360) days from the latter of (i) the date of such notice or (ii) the date of collection of the insurance proceeds (the "**Start Date**"), then either Landlord or Tenant shall have the right to terminate this Lease as of the date of such damage upon giving notice to the other at any time within twenty (20) days after Tenant gives Landlord the notice containing said estimate (it being understood that Landlord may, if it elects to do so, also give such notice of termination together with the notice containing said estimate). Unless this Lease is terminated as provided in the preceding sentence, Tenant shall proceed with reasonable promptness to repair and restore the Premises, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Tenant's reasonable control, and also subject to applicable zoning laws and building codes. Tenant shall have no liability to Landlord, and Landlord shall not be entitled to terminate this Lease (except as hereinafter provided) if such repairs and restoration are not in fact completed within the time period estimated by Tenant, as aforesaid. If the Premises are not repaired or restored within the time period estimated by Tenant (as the same may be extended for a period not to exceed one hundred fifty percent (150%) of the time period estimated by Tenant, to the extent that additional time is required on account of Tenant's inability to timely perform as more specifically provided in

Section 30.11 below) after the Start Date, then either party may terminate this Lease, effective as of the date of such fire or other casualty, by written notice to the other party not later than thirty (30) days after the expiration of said period, but prior to substantial completion of repair or restoration. Notwithstanding anything to the contrary herein set forth, (a) Tenant shall have no duty pursuant to this Article 16 to expend for any repair or restoration amounts in excess of insurance proceeds paid to Tenant and available for repair or restoration (without limiting Landlord's right to terminate this Lease as aforesaid); (b) Landlord shall not have the right to terminate this Lease pursuant to this Article 17 if the damage or destruction was caused by the act or neglect of Landlord or its subtenants, agents, contractors, or employees; and (c) if any such damage rendering all or a substantial portion of the Premises untenantable shall occur during the last two (2) years of the Term, either party shall have the option to terminate this Lease by giving written notice to the other within sixty (60) days after the date such damage occurred, and, if such option is so exercised, this Lease shall terminate as of the date of such notice.

ARTICLE 17

EMINENT DOMAIN

If the Premises, or a substantial part thereof, shall be taken or condemned by any competent authority for any public or quasi public use or purpose or transferred in lieu of condemnation, subject to the provisions of the Financing Documents and the rights of lenders set forth therein, the following shall apply. The Term of this Lease shall end upon and not before the earlier of (i) the date when the possession of the part so taken shall be required for such use or purpose or (ii) the effective date of the taking, and (except as otherwise herein provided) without apportionment of the award to or for the benefit of Tenant. In the event of the foregoing, Rent at the then current rate shall be apportioned as of the date of the termination. A "substantial part" of the Premises shall be deemed taken or condemned if, as Tenant may reasonably determine, such part taken shall materially interfere with the economic utilization of the Premises, taken as a whole. No money or other consideration shall be payable by Landlord to Tenant for the right of termination, and Tenant shall have no right to share in the condemnation award, whether for a total or partial taking, other than any award on account of compensation for the unamortized value of the Tenant's leasehold improvements and on account of Tenant's interest hereunder in light of the below-market rental, if any, payable hereunder. In the event that the Term of this Lease shall not be terminated as aforesaid in the event of a taking or condemnation, Landlord shall utilize the net proceeds from condemnation for the purpose of restoring the Premises to an economic whole within such a period of time as shall be reasonably necessary under the circumstances.

ARTICLE 18

DEFAULT

Section 18.1 Events of Default

The occurrence of any one or more of the following matters constitutes a default ("**Default**") under this Lease:

(a) failure by Tenant to pay, within ten (60) days after notice of failure to pay on the due date from Landlord to Tenant, Base Rent or any Additional Rent or other moneys required to be paid by Tenant under this Lease or failure of Landlord to make any payment required of it hereunder within ten (10) days after notice of failure to pay;

(b) failure by either party to cure within a reasonable time after receipt of notice from the other any hazardous condition which such party has created in violation of law or of this Lease;

(c) failure by either party to observe or perform any other covenant, agreement, condition or provision of this Lease, if such failure shall continue for thirty (30) days after notice thereof from the other party, or such longer period as is necessary for the failing party, acting diligently, to cure, if such failure cannot reasonably be corrected within said thirty (30) day period;

(d) the levy upon under writ of execution or the attachment by legal process of the Leasehold Interest of Tenant, or the filing or creation of a lien in respect of such Leasehold Interest, which lien shall not be released or discharged within one-hundred and twenty (120) days from the date of such filing;

(e) Tenant abandons the Premises whether or not Tenant thereafter continues to pay the Rent due under this Lease; or

(f) An Event of Bankruptcy occurs as to either party.

Section 18.2 <u>Rights and Remedies of Landlord upon Tenant Default</u>

If a Default by Tenant occurs, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it by this Lease or by law or in equity:

(a) Landlord may terminate this Lease by giving to Tenant notice of Landlord's election to do so, in which event the Term of this Lease shall end, and all right, title and interest of Tenant hereunder shall expire on the date stated in such notice;

(b) Landlord may terminate the right of Tenant to possession of the Premises without terminating this Lease by giving notice to Tenant that Tenant's right of possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the Premises or any part thereof shall cease on the date stated in such notice;

(c) Landlord may enforce the provisions of this Lease and may enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein, or for the enforcement of any other appropriate legal or equitable remedy, including recovery of all moneys due or to become due from Tenant under any of the provisions of this Lease;

(d) Landlord may proceed against the Collateral under the security interest granted to it under Section 18.8 and take any and all actions permitted to a secured party under the laws of Florida, including the Uniform Commercial Code as in effect in the State; and

(e) Landlord may cure Tenant's Default without any liability to Tenant for any loss or damage that may result to it or its business by reason thereof (except in the case of Landlord's gross negligence or willful misconduct), and Tenant shall pay to Landlord immediately upon demand as Rent hereunder the cost of curing such Default.

Section 18.3 Right To Reenter

If Landlord exercises either of the remedies provided for in subparagraphs (a) and (b) of Section 18.2, Tenant shall surrender possession and vacate the Premises and immediately deliver possession thereof to Landlord, and Landlord may reenter and take complete and peaceful possession of the Premises, pursuant to applicable legal proceedings, full and complete license so to do being hereby granted to Landlord, and Landlord may remove all occupants and property therefrom, without relinquishing Landlord's right to Rent or any other right given to Landlord hereunder or by operation of law.

Section 18.4 Current Damages

If Landlord terminates the right of Tenant to possession of the Premises without terminating this Lease if permitted by applicable law, Landlord shall have the right to immediate recovery of all amounts then due hereunder. Such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay the Rent hereunder for the full Term, and Landlord shall have the right, from time to time, to recover from Tenant, and Tenant shall remain liable for, all Rent and any other sums accruing as they become due under this Lease during the period from the date of such notice of termination of possession to the stated end of the Term. In any such case Landlord may relet the Premises or any part thereof for the account of Tenant for such rent, for such time (which may be for a term extending beyond the Term of this Lease) and upon such terms as Landlord shall reasonably determine and collect the rents from such reletting. Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant relative to such reletting. Also, in any such case, Landlord may make repairs, alterations and additions in or to the Premises and redecorate the same to the extent reasonably deemed by Landlord necessary or desirable and, in connection therewith, change the locks to the Premises, and Tenant shall upon demand pay the reasonable cost of all the foregoing together with Landlord's reasonable expenses of reletting. The rents from any such reletting shall be applied first to the payment of the reasonable expenses of reentry, redecoration, repair and alterations and the reasonable expenses of reletting, and second to the payment of Rent herein provided to be paid by Tenant. Any excess or residue shall operate only as an offsetting credit against the amount of Rent due and owing as the same thereafter becomes due and payable hereunder, and the use of such offsetting credit to reduce the amount of Rent due Landlord, if any, shall not be deemed to give Tenant any right, title or interest in or to such excess or residue, and any such excess or residue shall belong to Landlord solely, and in no event shall Tenant be entitled to a credit on its indebtedness to Landlord in excess of the aggregate sum (including Base Rent) which would have been paid by Tenant for

the period for which the credit to Tenant is being determined, had no Default occurred. No such reentry or repossession, repairs, alterations and additions, or reletting shall be construed as an eviction or ouster of Tenant or as an election on Landlord's part to terminate this Lease, unless a written notice of such intention shall be given to Tenant, or shall operate to release Tenant in whole or in part from any of Tenant's obligations hereunder, and Landlord may, at any time and from time to time, sue and recover judgment for any deficiencies from time to time remaining after the application from time to time of the proceeds of any such reletting.

Section 18.5 Final Damages

If this Lease is terminated by Landlord as provided for by subparagraph (a) of Section 18.2, Landlord shall be entitled to recover from Tenant all Rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums payable by Tenant or for which Tenant is liable or in respect of which Tenant has agreed to indemnify Landlord under any of the provisions of this Lease, which may be then owing and unpaid, and all costs and expenses, including court costs and attorneys' fees, reasonably incurred by Landlord in the enforcement of its rights and remedies hereunder, and, in addition, Landlord shall be entitled to recover as damages for loss of the bargain and not as a penalty: (i) the aggregate sum which at the time of such termination represents the excess, if any, of the present value of the aggregate rents which would have been payable after the termination date had this Lease not been terminated, including, without limitation, Base Rent at the annual rate or respective annual rates for the remainder of the Term provided for in Article 4 of this Lease or elsewhere herein, over the then present value of the then aggregate fair rental value of the Premises for the balance of the Term, such present value to be computed in each case on the basis of a per annum discount rate equal to the default rate of interest on the termination date (as described in Section 30.8 below) from the respective dates upon which such rentals would have been payable hereunder had this Lease not been terminated; and (ii) to the extent permitted by law, any damages in addition thereto, including reasonable attorneys' fees and court costs, which Landlord shall have sustained by reason of the breach of any of the covenants of this Lease other than for the payment of Rent.

Section 18.6 Removal of Personal Property

All property of Tenant removed from the Premises by Landlord pursuant to any provisions of this Lease or of law may be handled, removed or stored by Landlord at the cost and expense of Tenant, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay Landlord for all expenses reasonably incurred by Landlord in such removal and storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. All such property not removed from the Premises by the Tenant on or before the end of the Term, however terminated (i.e. whether by lapse of time or otherwise), or on or before the earlier termination of Tenant's right of possession of the Premises, shall, at Landlord's option, be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant.

Section 18.7 Attorneys' Fees

Tenant shall pay all of Landlord's costs, charges and expenses, including court costs and reasonable attorneys' fees, reasonably incurred in enforcing Tenant's obligations under this Lease, reasonably incurred by Landlord in any action brought by Tenant in which Landlord is the prevailing party, or reasonably incurred by Landlord in any litigation, negotiation or transaction in which Tenant causes Landlord, without Landlord's fault, to become involved or concerned. Landlord shall pay all of Tenant's costs, charges and expenses, including court costs and attorneys' fees reasonably incurred by Tenant in connection with the enforcement of Landlord's obligations under this Lease, reasonably incurred by Tenant in any action brought by Landlord in which Tenant is the prevailing party, or reasonably incurred by Tenant in any litigation, negotiation or transaction in which Landlord causes Tenant, without Tenant's fault, to become involved or concerned.

Section 18.8 Grant of Security Interest by Tenant

(a) To secure its obligations under this Lease, Tenant hereby grants to Landlord a security interest, subordinate to the interest of any Mortgage provided for in Article 19 below, in all of Tenant's right, title and interest in, to and under the following-described property (the "**Collateral**"):

(i) Tenant's Replacement Reserves;

(ii) Tenant's revenues, incomes, proceeds, profits and other sums or benefits paid or payable to Tenant in connection with Tenant's operation of a hotel, retail, restaurants in the Premises or Tenant's subleasing of the Premises; and

(iii) All proceeds, including insurance or condemnation proceeds, that arise out of the sale, liquidation, or other transfer of, or damage to, condemnation of, or destruction of, or sale, use or enforcement of the above-described Collateral, or any proceeds thereof, including cash proceeds.

(b) Tenant shall execute and deliver to Landlord within twenty (20) days after Landlord's request, in form and substance satisfactory to Landlord, such financing statements as Landlord may consider reasonably necessary to create, protect and preserve Landlord's security interest herein granted, and Landlord may cause such statements to be recorded and filed at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

(c) The security interest granted pursuant to this Section 18.8 is a collateral security interest only, and Tenant shall have full use of and control over the Collateral prior to the occurrence of, and following the cure of, any Default by Tenant hereunder.

(d) If requested to do so by Landlord, Tenant shall enter into a separate security agreement with Landlord to provide in greater detail the details of the security interest in the Collateral.

Section 18.9 Rights and Remedies of Tenant Upon Landlord Default

In addition to any remedies expressly set forth in this Lease, upon any Default by Landlord hereunder, Tenant shall have the right to terminate this Lease as well as all rights and remedies allowed it by law or in equity.

ARTICLE 19

SUBORDINATION

Section 19.1 Subordination

(a) Tenant may from time to time execute and deliver one or more mortgages or deed of trust in Tenant's leasehold interest (hereinafter referred to as a "**Mortgage**") in the Premises (Provided however in no event will Landlord agree to pledge title or ownership in the Premises as collateral for such Mortgage). If requested by the mortgagee under any Mortgage, Landlord will enter into a subordination, nondisturbance and attornment agreement with the mortgagee, and Landlord will promptly execute and deliver such agreement or agreements as may be reasonably required by such mortgagee under any Mortgage in connection therewith. A subordination, non-disturbance, and attornment agreement (SNDA) in the instance of this Lease would address the priority of the rights of landlord and lenders. It would deal with how and when the rights of the landlord will be subordinate to the rights of lenders or, sometimes at lender's option, senior to the rights of lenders. The non-disturbance portion assures the lender that their rights to their premises will be preserved ("nondisturbed") on specified conditions within their control, even if the tenant defaults on this Lease and the lender forecloses on the leasehold interest.

(b) In addition, upon request by any such mortgagee, Tenant may grant a security interest to such mortgagee in Tenant's interest in the Collateral as security for Tenant's obligations under loan documents.

Section 19.2 Liability of Holder of Mortgage; Attornment

It is further agreed that (i) if any Mortgage shall be foreclosed, (A) the holder of the Mortgage, ground lessor (or their respective grantees) or purchaser at any foreclosure sale (or grantee in a deed in lieu of foreclosure), as the case may be, shall not be (x) liable for any act or omission of any prior landlord (including Landlord), (y) subject to any offsets or counterclaims which Tenant may have against a prior landlord (including Landlord), or (z) bound by any prepayment of Rent that Tenant may have made in excess of the amounts then due for the next succeeding month; (B) the liability of the mortgagee hereunder or the purchaser at such foreclosure sale or the liability of a subsequent owner designated as Landlord under this Lease shall exist only so long as such mortgagee, purchaser or owner is the owner of the Premises, and such liability shall not continue or survive with respect to claims accruing after further transfer of ownership; and (C) upon request of the mortgagee, if the Mortgage shall be foreclosed, Tenant will attorn, as Tenant under this Lease, to the purchaser at any foreclosure sale under any

Mortgage, and Tenant will execute such instruments as may be necessary or appropriate to evidence such attornment; and (ii) this Lease may not be modified or amended so as to reduce the Rent or shorten the Term provided hereunder or increase Landlord's obligations or decrease Tenant's obligations or so as to adversely affect in any other respect to any material extent the rights of Landlord and obligations of Tenant, nor shall this Lease be cancelled or surrendered, without the prior written consent, in each instance, of the mortgagee under any Mortgage.

Section 19.3 Short Form Lease or Notice of Lease

Should any prospective mortgagee require execution of a short form or memorandum or notice of lease for recording (containing the names of the parties, a description of the Premises and the Term of this Lease and any other information required by law to provide record notice) or a certification from Tenant concerning this Lease in such form as may be reasonably required by a prospective mortgagee, Landlord agrees to promptly execute such short form of lease or certificate and deliver the same to Tenant within ten (10) days following the request therefore, whereupon Landlord shall join in the execution of such short form lease and arrange for the recordation thereof. In addition, at the request of Landlord or Tenant, the parties shall execute a short form of lease or notice of lease for recording containing the names of the parties, a description of the Premises, the Term of this Lease and any other information required by law to provide record notice.

Section 19.4 Tenant Protections

With respect to any Mortgage to which Landlord's interest under this Lease shall be subordinate, Tenant shall use cause the mortgagee thereunder and its successors and assigns to agree to recognize and not disturb the interest of Landlord in the event of a default by Tenant under said Mortgage. Notwithstanding the foregoing, Tenant shall cause any notice of default under such Mortgage for the financing related thereto to be promptly given to Landlord and Tenant shall cause Landlord to have a right to cure any default by Tenant under said Mortgage.

ARTICLE 20

MORTGAGEE PROTECTION

Landlord agrees to give any holder of any Mortgage (as defined in Section 20.1 hereof) against the Premises, or any interest therein, by registered or certified mail, a copy of any notice or claim of Default served upon Tenant by Landlord, provided that prior to such notice Landlord has been notified in writing (by way of service on Landlord of a copy of an assignment of Tenant's interests in leases, or otherwise) of the address of such Mortgage holder. Landlord further agrees that if Tenant shall have failed to cure such Default within sixty (60) days after such notice to tenant (or if such Default cannot be cured or corrected within that time, then such additional time as may be necessary if Tenant has commenced within such sixty (60) days and is diligently pursuing the remedies or steps necessary to cure or correct such Default), then the holder of the Mortgage shall have an additional thirty (30) days within which to cure or correct such Default (or if such Default cannot be cured or corrected within that time, then such additional time as may be necessary if such holder of the Mortgage has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such

Default, including the time necessary to obtain possession if possession is necessary to cure or correct such Default).

ARTICLE 21

ESTOPPEL CERTIFICATE

Tenant agrees that, from time to time upon not less than ten (10) days' prior request by Landlord or the holder of any Mortgage or any ground lessor, Tenant (or any permitted assignee, subtenant, licensee, concessionaire or other occupant of the Premises claiming by, through or under Tenant) will deliver to Landlord, or to the holder of any Mortgage or any ground lessor, a statement in writing signed by Tenant certifying (i) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease as modified is in full force and effect and identifying the modifications); (ii) the date upon which Tenant began paying Rent and the dates to which the Rent and other charges have been paid; (iii) that Landlord is not in Default under any provision of this Lease, or, if in Default, the nature thereof in detail; (iv) that (if applicable) the Premises have been completed in accordance with the terms hereof and Tenant is in occupancy and paying Rent on a current basis with no rental offsets or claims; (v) that there has been no prepayment of Rent other than that provided for in this Lease; (vi) that there are no actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy laws of the United States or any state thereof; and (vii) such other matters as may be required by Landlord, the holder of the Mortgage or any ground lessor. Landlord shall provide a statement of like tenor if and as requested by Tenant.

ARTICLE 22

SUBROGATION AND INSURANCE

Section 22.1 Waiver of Subrogation

Landlord and Tenant agree to have all Causes of Loss-Special Form, Building and Personal Property Insurance (or any other property damage insurance which may be carried by either of them endorsed with a clause (if commercially available) providing that any release from liability of, or waiver of claim for, recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation which such insurer might have against the other party. Without limiting any release or waiver of liability or recovery set forth elsewhere in this Lease, and notwithstanding anything in this Lease which may appear to be to the contrary, each of the parties hereto releases and waives all claims for recovery from the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collectible under such insurance policies. Notwithstanding the foregoing or anything contained in this Lease to the contrary, any release or any waiver of claims shall not be operative, nor shall the foregoing endorsements be required, in any case where the effect of such release or waiver is to invalidate insurance coverage or invalidate the right of the insured to recover thereunder or to increase the cost thereof (provided that in the case of increased cost the other party shall have the

right, within ten (10) days following written notice, to pay such increased cost keeping such release or waiver in full force and effect).

Section 22.2 Tenant's Insurance

(a) From and after the Possession Date, Tenant shall procure and maintain or cause to be procured and maintained policies of insurance, including, without limitation, liability, casualty and rental interruption insurance for the Premises, at its sole cost and expense, during the entire Term hereof with terms and coverages and companies reasonably satisfactory to Landlord and with such increases in limits as Landlord may from time to time reasonably request, including all insurance required under any Financing Documents, and/or under the Hotel Management Agreement, or the Hotel Franchise Agreement. Alternatively, Landlord may cause such policies to be procured and maintained, and Tenant shall reimburse Landlord for the cost thereof, upon demand. If Landlord provides policies of insurance, such policies shall be all risk coverage exclusive of footings and foundation.

(b) All policies of insurance required hereunder which insure against loss or damage to the Premises shall provide that the proceeds thereof (or so much of such proceeds as pertain to loss or damage to the Premises) shall be payable to Landlord, and if Landlord so requests, shall also be payable to any contract purchaser of the Premises and any holder of a Mortgage, as the interest of such purchaser or holder of a Mortgage appears pursuant to a standard additional insured or mortgagee clause. Tenant shall not, on Tenant's own initiative or pursuant to request or requirement of any third party, take out separate insurance concurrent in form or contributing in the event of loss with that required hereunder, unless Landlord is included therein as an additional insured with loss payable as in this Section provided Tenant shall immediately notify Landlord whenever any such separate insurance is taken out and shall deliver to Landlord duplicate originals thereof or original certificates evidencing the same with true copies of such insurance policies attached. All such policies of insurance shall provide that any loss shall be payable to Landlord notwithstanding any act or omission of Tenant which might otherwise result in a forfeiture or reduction of such insurance.

Section 22.3 Certificates of Insurance

Prior to the Possession Date of Phase II (unless Landlord has elected to procure the policies of insurance as provided above) or at any time upon request from Landlord, Tenant shall furnish to Landlord policies or certificates evidencing such coverage, which policies or certificates shall state that such insurance coverage may not be reduced, cancelled or not renewed without at least thirty (30) days' prior written notice to Landlord and Tenant (unless such cancellation is due to nonpayment of premium, and, in that case, only ten (10) days' prior written notice shall be sufficient).

ARTICLE 23

NONWAIVER

No waiver of any condition expressed in this Lease shall be implied by any failure of either party to enforce any remedy on account of the violation of such condition whether or not such violation be continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Without limiting Landlord's rights under Article 10, it is agreed that no receipt of monies by Landlord from Tenant after the termination in any way of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Tenant prior to the receipt of such monies. It is also agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any monies due, and the payment of said monies shall not waive or affect said notice, suit or judgment.

ARTICLE 24

AUTHORITY OF TENANT

Tenant is a limited liability company/LP and Tenant represents and warrants that all of the Persons who are managers or managing members in such limited liability company have executed this Lease on behalf of Tenant, or that this Lease has been executed and delivered pursuant to and in conformity with a valid and effective authorization therefor by all of the managers or managing members of such company and is and constitutes the valid and binding agreement of the company enforceable in accordance with its terms.

ARTICLE 25

REAL ESTATE BROKERS

Each party represents that it has not dealt with any broker in connection with this Lease, and agrees to indemnify and hold the other harmless from all Adverse Consequences arising from any claims or demands of any broker or brokers or finders for any commission alleged to be due such broker or brokers or finders in connection with its having introduced such party to the Premises or dealing with such party in the negotiation of this Lease.

ARTICLE 26

NOTICES

All notices and demands or requests required or desired to be given by either party to the other with respect to this Lease or the Premises shall be in writing and shall be sent by overnight courier service, prepaid, or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed as herein provided. Notices to or demands upon Tenant shall be addressed to the following:

If to CDP or its assignee:

CDP Palatka Limited, LP
120 North McDonough Street
Jonesboro, GA 30236
Attn: Kirby A. Glaze

And

Community Development Partners, Inc.
120 North McDonough Street
Jonesboro, GA 30236
Attn: Kirby A. Glaze, President

And

Community Development Partners, Inc.
1904 San Marco Boulevard
Jacksonville, FL 32207
Attn: Andrew M Ham, Vice-President

With a copy to (which shall not constitute notice):

Glaze & Glaze
120 North McDonough Street
Jonesboro, GA 30236
Attn: George Glaze, Esq.

If to the City:

City of Palatka
201 N. 2nd Street
Palatka, FL 32177
Attention: Mr. Elwin C. Boynton Jr.

With a copy to (which shall not constitute notice):

Donald E. Holmes
Donald E. Holmes, P.A.
Attorney at Law
222 N. 3rd Street
Palatka, FL 32177
Attn: Don E. Holmes, Esq.

Notices and demands shall be deemed given and served (i) upon receipt of or refusal to accept any such notice or demand, or (ii) one (1) business day after the deposit of any such notice or demand with an overnight courier service. Either party may change its address for receipt of notices by giving notice of such change to the other party in accordance herewith. Notices and demands from Landlord to Tenant may be signed by Landlord, its manager(s) or managing member(s), or the duly authorized agent of any of them.

ARTICLE 27

HAZARDOUS SUBSTANCES

Section 27.1 Defined Terms.

As used in this Article 27,the following terms shall have the meanings set forth below:

(a) "**Claim**" shall mean and include any demand, cause of action, proceeding or suit (i) for damages (actual or punitive), losses, injuries to person or property, damages to natural resources, fines, penalties, interest, contribution or settlement, (ii) for the costs of site investigations, feasibility studies, information requests, health or risk assessments or Response actions, and (iii) for enforcing insurance, contribution or indemnification agreements.

(b) "**Environmental Laws**" shall mean and include all existing and future federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and cleanup, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq., and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("**FIFRA**"), 7 U.S.C. Section 136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("**TSCA**"), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq., and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; and state superlien and environmental cleanup statutes, with implementing regulations and guidelines. Environmental Laws shall also include all existing and future state, regional, county, municipal and other local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials.

(c) "**Hazardous Materials**" shall mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, byproduct or constituent regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos containing materials, PCBs and other substances regulated under the TSCA; source material, special nuclear material, byproduct material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. § 1910.1200 et seq.; and industrial process and pollution control wastes, whether or not hazardous within the meaning of RCRA, together with any and all other hazardous or toxic materials regulated from time to time under any other Environmental Laws.

(d) "**Manage**" means to generate, manufacture, process, treat, store, use, reuse, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of or abandon Hazardous Materials.

(e) "**Release**" or "**Released**" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment, as "**environment**" is defined in CERCLA.

(f) "**Response**" or "**Respond**" shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Material.

Section 27.2 Tenant's Obligations with Respect to Environmental Matters

During the Term of this Lease: (i) Tenant shall at its own cost comply with all Environmental Laws; (ii) Tenant shall not conduct or authorize the Management of any Hazardous Materials on the Premises, including installation of any underground storage tanks, without prior written disclosure to and approval by Landlord, provided, however, that the use by Tenant of cleaning products and other materials used in the ordinary course of the operation of the Premises shall be deemed disclosed to and approved by Landlord, as long as such use is not in violation of any Environmental Laws; (iii) Tenant shall not take or permit any action that would subject the Premises to permit requirements under RCRA or any other Environmental Laws for storage, treatment or disposal of Hazardous Materials; (iv) Tenant shall not dispose or permit the disposal of Hazardous Materials in dumpsters (if any) provided by Landlord for Tenant use; (v) Tenant shall not discharge or permit the discharge of Hazardous Materials into drains or sewers; (vi) Tenant shall not cause or allow the Release of any Hazardous Materials on, to or from the Premises; and (vii) Tenant shall at its own cost arrange for the lawful transportation and offsite disposal of all Hazardous Materials that is generated by the operation of the Premises

Section 27.3 Copies of Notices

During the term of this Lease, Tenant shall promptly provide Landlord with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, Claims, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, Maryland Environmental Protection Agency or other federal, state or local agency or authority, or any other entity or individual, concerning (i) any Release of a Hazardous Material on, to or from the Premises; (ii) the imposition of any lien on the Premises; or (iii) any alleged violation of or responsibility under Environmental Laws. Landlord and Landlord's agents, contractors, beneficiaries and employees (and the agents, contractors, employees or representatives of any such parties) shall have the right subject to the other applicable provisions of this Lease to enter the Premises and conduct appropriate inspections or tests in order to determine Tenant's compliance with Environmental Laws.

Section 27.4 Tests and Reports

Upon written request by Landlord, Tenant shall provide Landlord with the results of appropriate reports and tests, with transportation and disposal contracts for Hazardous Materials, with any permits issued under Environmental Laws, and with any other applicable documents to demonstrate that Tenant complies with all Environmental Laws relating to the Premises, and if such reports, tests or other items reveal any failure of the Premises to so comply with all Environmental Laws, then, in addition to other rights and remedies of Landlord hereunder, Tenant shall reimburse Landlord, upon demand, for the reasonable cost of such reports, tests and other investigations.

Section 27.5 Access and Inspection

Landlord and its agents and representatives shall have access to the Premises and to the books and records of Tenant (and any occupant of the Premises claiming by, through or under Tenant) relating to Hazardous Materials for the purpose of ascertaining the nature of the activities being conducted thereon and to determine the type, kind and quantity of all products, materials and substances brought onto the Premises or made or produced thereon. Landlord and its agents and representatives shall have the right to take samples in quantity sufficient for scientific analysis of all products, materials and substances present on the Premises, including, but not limited to, samples of products, materials or substances brought onto or made or produced on the Premises by Tenant or an occupant claiming by, through or under Tenant or otherwise present on the Premises. And, further, notwithstanding any provision of this Lease or applicable statutes or judicial decisions to the contrary, with respect to any assignment, subletting, grant of license, concession or any other permission to use the Premises by any Person other than Tenant, Landlord shall have the right to withhold Landlord's consent thereto if, the assignee, subtenant, licensee, concessionaire or such other Person is not capable of performing or is not sufficiently qualified to perform in accordance with the requirements of this Article. Any assignment, sublease, license or other permission to use the Premises from which

Landlord withholds its consent as provided in this Section 28.5 shall be voidable at the Landlord's sole option.

Section 27.6 Tenant's Obligation To Respond

If Tenant's Management of Hazardous Materials at the Premises (i) gives rise to liability or to a Claim under any Environmental Law, (ii) causes a significant public health effect, or (iii) creates a nuisance, Tenant shall promptly take all appropriate action in Response.

Section 27.7 Landlord's Obligations with respect to Environmental Matters

As part of Landlord's Work, Landlord shall cause the Premises to be in compliance with all Environmental Laws prior to the Possession Date and, without limitation of the foregoing, shall cause removal of all Hazardous Materials on or about the Premises to the extent required by law and shall cause all remediation work with respect to existing violation of Environmental Laws to be performed in accordance with the recommendations contained in the Environmental Reports.

Section 27.8 Indemnification

(a) Tenant shall indemnify, defend and hold harmless Landlord, its partners or members, its beneficiaries, its lenders, any managing agents and leasing agents of the Premises, and their respective beneficiaries, agents, partners, officers, directors and employees, from all Claims (other than those arising from a breach by Landlord of its obligation under Section 28.7) arising from or attributable to: (i) the presence of Hazardous Materials in or on the Premises or the subsurface thereof or the violation of any Environmental Laws (including, without limiting the generality thereof, any cost, claim, liability or defense expended in remediation required by a governmental authority or by reason of the release, escape, seepage, leakage, discharge or migration of any Hazardous Material on or from the Premises or violation of any Environmental Laws), or (ii) any breach by Tenant of any of its warranties, representations or covenants in this Article. Tenant's obligations hereunder shall survive the termination or expiration of this Lease.

(b) Landlord shall indemnify, defend and hold harmless Tenant, its partners or members, its beneficiaries, its lenders, any managing agents and leasing agents of the Premises, and their respective beneficiaries, agents, partners, officers, directors and employers, from all claims arising from or attributable to any breach by Landlord of any of its representations, warranties or covenants in Section 28.7. Landlord's obligations hereunder shall survive the termination or expiration of this Lease.

ARTICLE 28

TITLE AND COVENANT AGAINST LIENS

Landlord's title in and to the Premises is and always shall be paramount to the title of Tenant, and nothing in this Lease contained shall empower Tenant to do any act which can, shall or may encumber the title of Landlord in and to the Premises. Tenant covenants and agrees not

to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Premises or against Tenant's Leasehold Interest in the Premises and, in case of any such lien attaching, to immediately pay and remove same. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon the Premises and any and all liens and encumbrances created by Tenant shall attach only to Tenant's Leasehold Interest in the Premises. If any such liens so attach and Tenant fails to pay and remove or bond over same within ten (10) days after notice thereof, Landlord, at its election, may pay and satisfy the same, and in such event the sums so paid by Landlord shall accrue with interest from the date of payment at the rate set forth in Section 30.8 hereof for amounts owed to Landlord by Tenant. Such sums shall be deemed to be additional rent due and payable by Tenant at once without notice or demand. Nothing contained in this Article 29 shall obligate Tenant to pay and remove any lien of mechanics or materialmen imposed because of the action or inaction of Landlord.

ARTICLE 29

MISCELLANEOUS

Section 29.1 Successors and Assigns

Each provision of this Lease shall extend to and shall bind and inure to the benefit not only of Landlord and Tenant, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge or subletting contrary to the provisions of this Lease.

Section 29.2 Modifications in Writing

No modification, waiver or amendment of this Lease or of any of its conditions or provisions shall be binding upon either party unless in writing signed by such party.

Section 29.3 No Option; Irrevocable Offer

Submission of this instrument for examination shall not constitute a reservation of or option for the Premises or in any manner bind Landlord, and no lease or obligation of Landlord shall arise until this instrument is signed and delivered by Landlord and Tenant.

Section 29.4 Definition of Tenant

The word "**Tenant**" whenever used herein shall be construed to mean Tenants or any one or more of them in all cases where there is more than one Tenant; and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other organizations, partnerships or other Entities, or individuals, shall in all cases be assumed as though in each case fully expressed herein. In all cases where there is more than one Tenant, the liability of each shall be joint and several.

Section 29.5 Definition of Landlord

The term "**Landlord**" as used in this Lease means only the owner or owners at the time being of the Premises so that in the event of any assignment, conveyance or sale, once or successively, of said Premises, or any assignment of this Lease by Landlord, said Landlord making such sale, conveyance or assignment shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing after such sale, conveyance or assignment, and Tenant agrees to look solely to such purchaser, grantee or assignee with respect thereto. This Lease shall not be affected by any such assignment, conveyance or sale, and Tenant agrees to attorn to the purchaser, grantee or assignee.

Section 29.6 Headings

The headings of Articles and Sections are for convenience only and do not limit, expand or construe the contents of the Sections.

Section 29.7 Time of Essence

Time is of the essence of this Lease and of all provisions hereof.

Section 29.8 Default Rate of Interest

All amounts (including, without limitation, Rent and Additional Rent) owed by Tenant to Landlord pursuant to any provision of this Lease and not paid within ten (10) days from the date when due shall bear interest from the date due until paid at the annual rate of one percent (1%) in excess of the Designated Prime Rate, unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be charged.

Section 29.9 Severability

The invalidity of any provision of this Lease shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Lease.

Section 29.10 Entire Agreement

All understandings and agreements, oral or written, heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreements between Landlord (and its beneficiary, if any, and their agents) and Tenant.

Section 29.11 Force Majeure

If either party fails to timely perform any of the terms, covenants and conditions of this Lease on its part to be performed (other than relating to the payment of money) and such failure is due in whole or in part to any strike, lockout, labor trouble, civil disorder, inability to procure materials, failure of power, restrictive governmental laws and regulations, riots, insurrections, war, fuel shortages, accidents, casualties, acts of God, acts caused directly or indirectly by the other party (or the other party's agents, employees, contractors, licensees or invitees) or any other cause (other than financial inability to perform) beyond the reasonable control of such

party, then such party shall not be deemed in default under this Lease as a result of such failure and any time for performance by such party provided for herein shall be extended by the period of delay resulting from such cause.

Section 29.12 Signs

Tenant may erect signs on the exterior or interior of the Premises, provided that such sign or signs (i) do not cause any structural damage or other damage to the Premises; (ii) do not violate applicable governmental laws, ordinances, rules or regulations; (iii) do not violate any covenants, conditions or restrictions affecting the Premises; and (iv) are compatible with the architecture of the Premises.

Section 29.13 Waiver of Trial by Jury

It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of the Premises or any claim of injury or damage and any emergency statutory or any other statutory remedy.

Section 29.14 Relationship of Parties

Nothing contained in this lease shall be deemed or construed by the parties to this Lease, or by any third party, to create the relationship of principal and agent, partnership, joint venture, lender and borrower, or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computing Rent hereunder nor any other provisions contained in this Lease nor any acts of the parties to this Lease shall be deemed to create any relationship between Landlord and Tenant, other than the leasehold relationship contemplated hereby.

Section 29.15 No Merger

The parties agree that absent the express written consent of Landlord and Tenant, the fee estate and the leasehold estate created by this Lease shall not merge during the Term, regardless whether the same persons or entities are the owners of both estates.

ARTICLE 30

EXCULPATORY PROVISIONS

Section 30.1 Landlord

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that in case of Default hereunder by Landlord (or Default through, under or by any of its agents or representatives), Tenant shall look solely to the interests of Landlord in the Premises or the proceeds of the sale, assignment or subletting thereof and any other assets of Landlord and that none of Landlord's members or managers shall have any

personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained. Nothing herein contained shall preclude injunctive or other equitable relief.

Section 30.2 Tenant

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that in case of Default hereunder by Tenant (or Default through, under or by any of its agents or representatives), Landlord shall look solely to the Leasehold Interest of Tenant in the Premises or the proceeds of the sale thereof and any other assets of Tenant and that none of Tenant's members or managers shall have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained. Nothing herein contained shall preclude injunctive or other equitable relief.

[*The remainder of this page has been left blank intentionally.*]

IN WITNESS WHEREOF, the parties hereto have caused this Master Lease Agreement to be executed as of the date first written above.

LANDLORD:

City of Palatka, a Florida Municipal Corporation

By:
Its:

Attest;

By: _____
City Clerk

Approved as to legal form and sufficiency:

By: _____
City Attorney

TENANT:

Community Development Partners, Inc, a Georgia Corporation

By: _____
Kirby A Glaze
Its: President

And

CDP Palatka Limited, LP

By: _____
Community Development Partners, Inc.
Its: General Partner

4136676v4

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT B

LANDLORD'S WORK

See Attached.

Exhibit C

Agenda Item

10a

CITY OF PALATKA
Betsy Jordan Driggers
City Clerk
201 N. 2nd Street
Palatka FL 32177
Phone: 386-329-0100
Fax: 386-329-0199
e-mail: bdriggers@palatka-fl.gov

Memorandum

To: Members, Palatka City Commission

From: Betsy Driggers, City Clerk

Cc: Phil Leary, Commissioner Elect

Date: Dec. 9, 2010

Re: City Manager Evaluation Forms

Attached please find the City Manager Evaluation Forms that were discussed during the 11/16/10 City Commission meeting. As per the discussion, please provide me with input regarding your choice of forms. If you'll list your top choice and your #2 choice I will compile the results and advise during the 12/9 Commission meeting.

If you have any questions, please give me a call.

301 W. MAIN • OWOSSO, MICHIGAN 48867-2958 · (989) 725-0599 · FAX (989) 723-8854

MEMORANDUM

DATE: 01/29/2009

TO: City Council

FROM: Joe Fivas, City Manager

RE: City Manager Evaluation

It is imperative that the City Council annually evaluate and give performance feedback to the City Manager. Performance evaluations are critical to assure that the City Council is receiving the performance that they expect. In retrospect, as City Manager, I find evaluations to be critical to make sure that we are on the same page as we direct the City through these difficult economic times.

My philosophy on evaluations focuses on having honest conversations and giving supportive and constructive feedback to assist the organization and the City Manager to move forward in a clear and decisive manner. The focus of evaluations needs to be through oral conversation and direct feedback to the City Manager. I have provided the City Council with a 3-page Performance Evaluation structure that you can use to facilitate the discussions at the City Council meeting.

My hope is to have City Council review the attached Evaluation and have all the Council members have the equal opportunity to provide feedback on this evaluation form. If Council is in agreement on this evaluation form, then we will do an evaluation at the February 17th City Council meeting.

JAF

Name: Joseph A. Fivas	**CITY MANAGER EVALUATION**
Position/Title: City Manager	
Review Period Covered: February 1, 2008 - February 1, 2009	

1. Job Skills and Knowledge	**Exceeding Expectations** _____ **Meeting Expectations** _____ **Not Meeting Expectations** _____
• Demonstrates knowledge and understanding of job duties, equipment, and appropriate work methods	
• Applies knowledge and skills to produce quality work	
• Completes assignments in a thorough and accurate manner	
• Uses sound judgment when necessary to reassess projects/ or situations	
• Able to perform a wide variety of job-related tasks	
• Integrates new subject matter into existing operations	

City Council Notes:

2. Responsibility	**Exceeding Expectations** _____ **Meeting Expectations** _____ **Not Meeting Expectations** _____
• Performs responsibilities as specified	
• Performs tasks thoroughly and on time; works within City Council guidelines	
• Produces work that is accurate and purposeful	
• Makes sound recommendations and decisions	
• Completes assigned tasks in designated time periods	

City Council Notes:

3. Customer Service	**Exceeding Expectations** _____ **Meeting Expectations** _____ **Not Meeting Expectations** _____
• Maintains courtesy and diplomacy with internal and external customers	
• Makes self available to respond to customer needs	
• Prevents unnecessary delays for customers	
• When necessary, communicates policies to the customer effectively and accurately	
• Listens effectively	

City Council Notes:

4. Problem Solving	Exceeding Expectations _____ Meeting Expectations _____ Not Meeting Expectations _____
• Demonstrates ability to clearly isolate and define problem areas	
• Formulates realistic solutions in a timely manner	
• Participates constructively in group problem solving	
• Considers alternatives and consequences before making decisions	
• Presents problems yet offers solutions	
• Employee finds innovative and improved ways of doing things and/or generates new ideas	
• Employee utilizes job knowledge and sound reasoning to analyze situations, resolve problems, and reach decisions	

City Council Notes:

5. Initiative	Exceeding Expectations _____ Meeting Expectations _____ Not Meeting Expectations _____
• Willing to assume new and challenging assignments	
• Expends the effort and time necessary to do the job well	
• Routinely shows an interest in improving his/her knowledge and skill level	
• When necessary, is able to work independently or within a group	
• Offers suggestions to solve problems or improve operations	

City Council Notes:

6. Management Skills	Exceeding Expectations _____ Meeting Expectations _____ Not Meeting Expectations _____
• Promotes team work, cooperation, and communication	
• Trains, coaches, and develops employees	
• Establishes annual goals	
• Focuses on achieving results in an effective and timely manner	
• Employee communicates and executes City policies	
• Focuses on performance rather than personality in relating to others	

City Council Notes:

7. Leadership Qualities	Exceeding Expectations _____ Meeting Expectations _____ Not Meeting Expectations _____
• Fosters and encourages support from his/her department and others to accomplish objectives, follow procedures, and accept suggestions	
• Inspires confidence and respect	
• Motivates employees to achieve departmental and business goals and objectives	
• Promotes respect, honesty, integrity, and fairness to all	

City Council Notes:

8. Budgetary Controls	Exceeding Expectations _____ Meeting Expectations _____ Not Meeting Expectations _____
• Accurately forecasts and maintains budgetary projections	
• Controls operating costs by effectively utilizing staff, materials, and equipment	
• Carefully monitors expenditures	
• Contributes to budgetary planning by providing comprehensive justification for budgetary requests	
• Meets established time frames for submitting budget	

City Council Notes:

Overall City Council Notes:

City of Alamosa
Performance Evaluation

City Manager

PURPOSE

The purpose of the employee performance evaluation and development report is to increase communication between the city council and the city manager concerning the performance of the city manager in the accomplishment of his/her assigned duties and responsibilities, and the establishment of specific work-related goals and objectives.

PROCESS

The city council shall conduct an annual review and evaluation of the city manager's work performance. The results of such evaluation shall commend areas of good performance and point out areas for improvement. The evaluation may also serve as a means of establishing goals for the coming year. It shall also be the basis for contract extension and compensation decisions.

1. Evaluation forms are distributed to all council members.
2. The city manager prepares a memorandum to the council including his/her self-evaluation in a narrative format.
3. Each council completes the form, signs, dates and returns to the mayor.
4. The mayor and council president tabulate the results of the evaluation forms. The mayor and the council president will summarize the results of the evaluation forms as submitted.

5.A composite evaluation form and the city manager's self-evaluation is distributed to the council prior to the executive session evaluation meeting.

7.The council meets with the city manager in executive session to review the evaluation, unless the city manager requests an open hearing.

INSTRUCTIONS

Review the city manager's work performance for the entire period; try to refrain from basing judgment on recent events or isolated incidents only. Disregard your general impression of the city manager and concentrate on one factor at a time.

Evaluate the city manager on the basis of standards you expect to be met for the job to which assigned considering the length of time in the job. Check the number which most accurately reflects the level of performance for the factor appraised using the rating scale described below. If you did not have an opportunity to observe a factor during this evaluation period, please indicate so in the "N/O" column next to the factor.

City Manager
Performance Evaluation

Date:

Rating Scale Definitions (1-5)

Unsatisfactory (1)	The employee's work performance is inadequate and definitely inferior to the standards of performance required for the job. Performance at this level can not be allowed to continue.
Improvement (2) Needed	The employee's work performance does not consistently meet the standards of the position. Serious effort is needed to improve performance.
Meets Job (3) Standard	The employee's work performance consistently meets the standards of the position.
Exceeds Job (4) Standard	The employee's work performance is frequently or consistently above the level of a satisfactory employee, but has not achieved an overall level of outstanding performance.
Outstanding (5)	The employee's work performance is consistently excellent when compared to the standards of the job.

I. PERFORMANCE EVALUATION AND ACHIEVEMENTS

1. City Council Relationships	1	2	3	4	5	N/O
A. E ffectively implements policies and programs approved by the city council.						
B. Reporting to the City Council is timely, clear, concise and thorough.						
C. accepts direction/instructions in a positive manner.						
D. Effectively aids the City Council in establishing long range goals.						
E. Keeps the City Council informed of current plans and activities of administration an new developments in technology, legislation, governmental practices and regulations, etc.						
F. Provide the City Council with clear report of anticipated issues that could come before thc City Council						

Comments:

_____

_____

_____

_____

2. Public Relations	1	2	3	4	5	N/O
A. Projects a positive public image						
B. Is courteous to the public at all times.						
C. Maintains effective relations with media representatives.						

Comments:

3. Effective Leadership of Staff	1	2	3	4	5	N/O
A. Delegates appropriate responsibilities.						

Comments:

4. Fiscal Management	1	2	3	4	5	N/O
A. Prepares realistic annual budget						
B. Controls expenditures in accordance with approved budget.						
C. Keeps City Council informed about revenues and expenditures, actual and projected.						
D. Ensures that the budget addresses the City Council's goals and objectives, including readability.						

Comments:

5. Communication	1	2	3	4	5	N/O
A. Oral communication is clear, concise and articulate						
B. Written communications are clear, concise and accurate.						

Comments:

6. Personal Traits	1	2	3	4	5	N/O
A. Initiative						
B. Judgment						
C. Fairness and impartiality						
D. Creativity						

Comments:

7. Intergovernmental Affairs	1	2	3	4	5	N/O
A. Maintains effective communication with local, regional, state and federal government agencies.						
B. Financial resources (grants) from other agencies are pursued.						
C. Contributions to good government through regular participation in local, regional and state committees and organizations.						
D. Lobbies effectively with legislators and state agencies regarding City programs and projects.						

Comments:

II. ACHIEVEMENTS RELATIVE TO OBJECTIVES FOR THIS EVALUATION PERIOD:

Comments:

III. SUMMARY RATING

Overall Performance Rating – Considering the results obtained against established performance standards as well as overall job performance, the following rating is provided:

Unsatisfactory___
Improvement needed___
Meets Job Standards___
Exceeds Job Standards___
Outstanding___

Comments:

_____
_____
_____

IV. FUTURE GOALS AND OBJECTIVES

Specific goals and objectives to be achieved in the next evaluation period:

Goal 1:

_____
_____
_____
_____

Goal 2:

_____
_____
_____
_____

Goal 3:

_____
_____
_____
_____

Goal 4:

_____
_____
_____
_____

This evaluation has been reviewed and discussed between the City Council and the City Manager on _____

City Council	**Concurrence**
Mayor Kathy Rogers	YES NO
Josef Lucero	YES NO
Marcia Tuggle	YES NO
Greg Gillaspie	YES NO
Rusty Johnson	YES NO
Charles Griego	YES NO
Leland Romero	YES NO

Nathan Cherpeski
City Manager

Next Evaluation Date

City Manager Performance Evaluation

City of _____

Evaluation period: _____ to _____

_____
Governing Body Member's Name

Each member of the governing body should complete this evaluation form, sign it in the space below, and return it to _____. The deadline for submitting this performance evaluation is _____. Evaluations will be summarized and included on the agenda for discussion at the work session on _____.

_____
Mayor's Signature

_____
Date

_____
Governing Body Member's Signature

_____
Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

5 = Excellent (almost always exceeds the performance standard)
4 = Above average (generally exceeds the performance standard)
3 = Average (generally meets the performance standard)
2 = Below average (usually does not meet the performance standard)
1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

_____ Diligent and thorough in the discharge of duties, "self-starter"

_____ Exercises good judgment

_____ Displays enthusiasm, cooperation, and will to adapt

_____ Mental and physical stamina appropriate for the position

_____ Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

2. PROFESSIONAL SKILLS AND STATUS

_____ Maintains knowledge of current developments affecting the practice of local government management

_____ Demonstrates a capacity for innovation and creativity

_____ Anticipates and analyzes problems to develop effective approaches for solving them

_____ Willing to try new ideas proposed by governing body members and/or staff

_____ Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

_____ Carries out directives of the body as a whole as opposed to those of any one member or minority group

_____ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions

_____ Disseminates complete and accurate information equally to all members in a timely manner

_____ Assists by facilitating decision making without usurping authority

_____ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

4. POLICY EXECUTION

_____ Implements governing body actions in accordance with the intent of council

_____ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization

_____ Understands, supports, and enforces local government's laws, policies, and ordinances

_____ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness

_____ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

5. REPORTING

_____ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide

_____ Responds in a timely manner to requests from the governing body for special reports

_____ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature

_____ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience

_____ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

6. CITIZEN RELATIONS

_____ Responsive to requests from citizens

_____ Demonstrates a dedication to service to the community and its citizens

_____ Maintains a nonpartisan approach in dealing with the news media

_____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests

_____ Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

7. STAFFING

_____ Recruits and retains competent personnel for staff positions

_____ Applies an appropriate level of supervision to improve any areas of substandard performance

_____ Stays accurately informed and appropriately concerned about employee relations

_____ Professionally manages the compensation and benefits plan

_____ Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

8. SUPERVISION

_____ Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff

_____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level

_____ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office

_____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback

_____ Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

9. FISCAL MANAGEMENT

_____ Prepares a balanced budget to provide services at a level directed by council

_____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively

_____ Prepares a budget and budgetary recommendations in an intelligent and accessible format

_____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability

_____ Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

10. COMMUNITY

_____ Shares responsibility for addressing the difficult issues facing the city

_____ Avoids unnecessary controversy

_____ Cooperates with neighboring communities and the county

_____ Helps the council address future needs and develop adequate plans to address long term trends

_____ Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal _____ **÷ 5 =** _____ score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? _____

What performance area(s) would you identify as most critical for improvement? _____

What constructive suggestions or assistance can you offer the manager to enhance performance? _____

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period? _____

 Initials _____

City Manager Evaluation

Please rate the city manager using the following scale:

Rating	Description
1	Unacceptable - Unsatisfactory performance
2	Conditional - Requires Improvement
3	Satisfactory - Meets Council expectations
4	Exceptional - Generally exceeds Councils expectations
5	Outstanding - Substantially exceeds Councils expectations

Please return your evaluation form to the Mayor as soon as possible.

Supervision		
Does the City Manager maintain a standard of respect for department head's ability and encourage their initiative? Does he challenge them to perform at their highest level?	Rating	Comments:

Leadership		
Does the city manager inspire others to succeed? Does he actively promote efficiency in operations? Does he demonstrate a high regard for personal ethics?	Rating	Comments:

Execution of Policy		
Does he understand the laws and ordinances of the city and cause them to be fairly enforced?	Rating	Comments:

Community Relations		
Does the city manager work well with citizens and properly handle their complaints?	Rating	Comments:

Administrative Duties		
Does the city manager properly handle his administrative duties?	Rating	Comments:

Economic Development		
Does the city manager work well with developers while protecting the city's interest? Does he work to increase the city's tax base through economic development?	Rating	Comments:

Intergovernmental Relations		
Does the city manager cooperate cordially with neighboring communities and citizens while looking after the interests of Bonner Springs?	Rating	Comments:

City Council Relations		
Does the city manager work well with the city council in making sure there is adequate information available prior to meetings? Is he willing to meet with council members to deal with individual problems and issues?	Rating	Comments:

Planning		
Does the city manager involve himself in the planning process to the correct degree? Does he review the process and look for better ways to handle development activities?	Rating	Comments:

Financial Management / Budget		
Does the city manager ensure the budget is prepared and executed in the manner approved by the city council? Does he ensure the city's monies are managed properly?	Rating	Comments:

Additional Comments:

Name of Rater: _____ Date: _____

CITY OF PASCO
CITY MANAGER PERFORMANCE EVALUATION

This form is intended to provide a checklist of key criteria to be used by the City Council in assessing the performance of the City Manager and by the City Manager as an expression of performance expectations.

RATING

1 = Needs Strengthening/Improvement
2 = Meets Expectation
3 = Exceeds Expectation

Each criteria should be rated and any specific comments or observations should be noted in the spaces provided for comments. The Special Projects section should contain the specific objectives selected for the particular performance period (usually annual).

A. ADMINISTRATION:

3	2	1	**Managing Human Resources**
☐	☐	☐	Developing and Evaluating Subordinates
☐	☐	☐	Affirmative Action Compliance
☐	☐	☐	Developing Coordination Among Subordinates
☐	☐	☐	Developing Equitable Personnel System

Comments:_____

3	2	1	**Managing Financial Resources**
☐	☐	☐	Budget Planning and Preparation
☐	☐	☐	Budget Execution and Fiscal Soundness
☐	☐	☐	Concern with Productivity
☐	☐	☐	Cost Effective Manpower Utilization

Comments:_____

3	2	1	**Managing Work Systems and Operations**
☐	☐	☐	Ability to Conceptualize Needs of Organization
☐	☐	☐	Ability to Organize Programs to Increase Efficiency and Effectiveness
☐	☐	☐	Long-term Organizational Planning
☐	☐	☐	Delivery of Services to the Citizens

Comments:_____

3	2	1	**Managing Information**
☐	☐	☐	Concise and Understandable Written Reports
☐	☐	☐	Effective Public Contact
☐	☐	☐	Agenda Preparation
☐	☐	☐	Verbal Presentations

Comments:_____

B. COMMUNITY RELATIONS

3	2	1	
☐	☐	☐	Accessible
☐	☐	☐	Participates in Community Activities
☐	☐	☐	Effective Listener
☐	☐	☐	Promotes Credibility

Comments:_____

C. COUNCIL RELATIONS

3	2	1	
☐	☐	☐	Accessible
☐	☐	☐	Communication
☐	☐	☐	Equity
☐	☐	☐	Effective Listener

Comments:_____

D. PROFESSIONALISM

3	2	1	**Professional Conduct**
☐	☐	☐	Execution of Council Goals and Objectives
☐	☐	☐	Liaison with Other Agencies
☐	☐	☐	News Media Relations
☐	☐	☐	Adherence to High Ethical Standards
☐	☐	☐	Commitment to Goals of Profession

Comments:_____

E. PERSONAL TRAITS AND INTERPERSONAL SKILLS

3	2	1	**Leadership**
☐	☐	☐	Setting a Proper Example
☐	☐	☐	Inspiring Cooperation
☐	☐	☐	Delegating Responsibility

Comments:_____

3	2	1	**Judgment**
☐	☐	☐	Weighing Facts and Drawing Conclusions
☐	☐	☐	Using Foresight in Planning
☐	☐	☐	Making Reliable Decisions as Required
☐	☐	☐	Common Sense
☐	☐	☐	Tact and Diplomacy

Comments:_____

3	2	1	**Self-Confidence**
☐	☐	☐	Expression of Opinion
☐	☐	☐	Competitive Spirit
☐	☐	☐	Poise Under Pressure

Comments:_____

3	2	1	**Open-Mindedness**
☐	☐	☐	Flexibility
☐	☐	☐	Fairness and Impartiality
☐	☐	☐	Receptiveness to Suggestions

Comments:_____

F. SPECIAL PROJECTS

TML Annual Conference 2009

--

"The Do's and Don'ts of City Management Evaluation"

Ron Cox
Ron Cox Consulting, Friendswood
James Thurmond
Director MPA Program University of Houston

What is performance evaluation?

- It is not complicated but rather straightforward:

Here's how you are doing and here's how you ought to be doing.

Evaluation = Feedback

- Feedback directs and motivates (Landy et al. 1982)
  - Directs manager to continue or change behavior
  - Motivates manager to improve performance
- Research shows that feedback is a positive influence on performance
  - Performance improvement of 8% to 30%
  - Positive correlations of +.3 to +.5

Why evaluate the city manager?

- It's your job
- Councils have oversight and supervisory responsibilities over the city manager
- This includes evaluating the city manager's performance

Purpose of Evaluation

1. Communicate city council's goals to the city manager
2. Counsel the city manager on issues/problems
3. Motivate the city manager to improve performance
4. Determine more fairly the city manager's organizational rewards (if any)

Evaluation Payoffs

Quality evaluations can lead to improved performance by

1. Identifying strengths and weakness in the city manager;
2. Providing feedback on performance
3. Providing for two-way dialogue

Quality of the Evaluation

- The question is not whether or not to evaluate, because you should evaluate
- Rather the question should be "how to conduct a **quality** evaluation?"

Evaluations ain't easy

for both the evaluator and the evaluatee

Evaluations ain't easy

- Evaluations can be painful for both parties
- Even the most experienced of supervisors don't relish giving evaluations
- So, our comments are applicable to all evaluators, and not just mayors and city councils

The Evaluation Process

- Should be an ongoing process
  - –Informal as appropriate throughout the year
  - –Formal as least annually
- Should be both informal and formal

Formal and Informal

- Formal –
  - –Scheduled
  - –Structured and planned
  - –Definite performance criteria
- Informal
  - –Ad hoc and less regimented
  - –On-going conversation throughout the year

Problem #1 with evaluations

1. Ambiguous city council goals
   - Unclear: "we want a well-run city"
   - Clear: "we want the fund balance to be 20% of fund revenues
   - Unclear: "you don't communicate well with us"
   - Clear: "provide us monthly status reports on major projects"

Criteria for Evaluating City Mgrs

Good	Poor
1. Project is ahead of schedule	1. He didn't work on my preferred project
2. PD has too many brutality complaints	2. She doesn't give the PD everything it asks for
3. Employee turnover is down	3. My son's Little League had to pay park fee
4. Goals have been accomplished	4. His spouse is unfriendly

Problem #2 with evaluations

2. Ambiguous performance standards
- Objective – standard based on hard data
- Subjective – standard based on perceptions or assessments toward performance
  - Both standards are used
  - Mgr. should know which standard or combination is being used

Criteria for Evaluating (Halter 1982)

- Accomplishments
- Public image
- Teamwork
- Relations with the council/staff
- Information flow
- Community involvement/awareness
- Effectiveness with advisory committees

Problem #3 with evaluations

3. Improper evaluation process
   - This may be related to council's evaluation experience
   - Lack of counseling or coaching
   - Are there hidden agendas?
   - Is "I got you" the mode of evaluation?
   - Are you "emptying your bucket"?

Problem #4 with evaluations

4. Lack of two-way dialogue between the city council and the city manager
   - Mgr. is sent out of the room and no two way communication occurs
   - Evaluation process is a good time for coaching
   - Dialogue allows perspectives to be presented

Good Evaluation Process

- Be committed to it
- Take the time to do it
- Do both formal and informal
- Learn how to give good evaluations
  - TML sessions
  - Reading
  - Google
  - City Council workshop

Evaluation Form

Do – use something that is meaningful to both the Council and the city Manager

Don't- use an off-the-shelf one page sheet that rates whether the manager comes to work on time, dresses nicely, etc.

Evaluation Form(s) – number?

- One completed evaluation form merging or summarizing the mayor's and the individual councilmember's evaluations
- Multiple completed evaluation forms representing comments from the mayor and each individual councilmember

Evaluation Format: Simple

GUIDING PRINCIPLES For Evaluation from Council:

- We Believe That Visionary Planning is Essential.
- We Believe That Proactive, Responsive, Effective Leadership is Essential.
- We Believe That Ongoing Interactive Communication is Essential.

Evaluation Format: Simple

- Council Expectations
  - Execute the decisions of the majority
  - Be a facilitator
  - Present pros and cons and bring recommendations to facilitate decision making
  - Identify what was heard to facilitate good decision making
  - Provide information openly to all members
  - Provide regular reports for projects including meeting timelines

Evaluation Format: Simple

- Evaluation Survey for Council and Manager
  - How has City Manager met goals of City Council?
  - How has City Manager set a positive tone of leadership for the staff?
  - How has City Manager set a positive tone of leadership in the community?
  - How has City Manager met the expectations of Council?

Evaluation Format: Detailed

- Establish rating values:
  - 1 = unsatisfactory – below minimum requirements
  - 2 = marginal – meets some requirements
  - 3 = fully satisfactory – performs expected duties
  - 4 = exceeds requirements -- consistently
  - 5 = Outstanding

Evaluation Format: Detailed

Performance Factors	Council Comments	Rating
Goal accomplishment	*Water and park projects - good*	4
Keeping Council informed	*We are in the dark.*	2
Involvement in community activities	*Keep it up.*	5
Revenue generation	*Increased by 6%. Looking good.*	4

The Informal Evaluation

- Provide during mgr.'s status reports
- Don't delay your feedback
- Don't collect feedback thoughts for the annual evaluation
- Ask for the manager's perspective

City Manager's Obligation

- Learn how to pick up subtle feedback from the mayor and city council
  - "You should look at north side alleys"
  - "Gosh, that budget review was lengthy"
- Listen
- Don't be defensive
- Remember the boss is the mayor and city council

Everyone's Obligation

Listen and be Open Minded

Summary

- **Quality** evaluations improve job performance
- Evaluations are part of your job
- Evaluations ain't easy
- Learn how to give quality evaluations
- Managers must be receptive to evaluations
- Improved performance is the public interest

Agenda Item

10b

CITY OF PALATKA
Betsy Jordan Driggers
City Clerk
201 N. 2nd Street
Palatka FL 32177
Phone: 386-329-0100
Fax: 386-329-0199
e-mail: bdriggers@palatka-fl.gov

Memorandum

To: Members, Palatka City Commission

From: Betsy Driggers, City Clerk

Cc: Commissioner-Elect Phil Leary

Date: 12/6/10

Re: City Manager Contract

For your information please find attached a copy of the current City Manager Employment Contract.

Please note the term of this three-year contract ends December 31, 2010. Please take action to renew this contract for an additional three-year term, ending December 31, 2013, or set a date certain to take action on this matter.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this December 17, 2007 by and between the **CITY OF PALATKA**, a Florida municipal corporation, (hereinafter "**CITY**"), as party of the first part, and **ELWIN C. BOYNTON, JR.** (hereinafter "**EMPLOYEE**"), as party of the second part, pursuant to the following terms and conditions:

WITNESSETH:

WHEREAS, the CITY desires to employ the services of Elwin C. Boynton, Jr. **(EMPLOYEE)** as City Manager of the City of Palatka, Florida, as provided for in Article III, Section 36 of the City Charter of the City of Palatka; and

WHEREAS, it is the desire of the **CITY,** through the City Commission, to provide for certain benefits, and to establish certain conditions of employment and to set certain working conditions of said **EMPLOYEE;** and

WHEREAS, the **EMPLOYEE** desires to accept employment as City Manager of the City of Palatka under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties

The **CITY** hereby agrees to employ said **Elwin C. Boynton Jr. (EMPLOYEE)** as the City Manager of the City of Palatka, to perform the functions and duties specified in the City Charter and the Code of Ordinances of the City of Palatka, and to perform such other legally permissible and proper duties and functions as the City Commission of the City of Palatka shall assign.

Section 2 Term

A. Nothing in this Employment Agreement shall prevent, limit, interfere with or otherwise restrict the rights of the City commission to terminate the services of the **EMPLOYEE** at any time, with or without cause, subject only to the provisions set forth in Section 3 of this Agreement, and those contained in the City Charter of the City of Palatka.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of **EMPLOYEE** to resign at any time from his position with the **CITY**, subject only to the provisions set forth in Section 3.

C. The **EMPLOYEE** agrees to remain in the exclusive employ of the **CITY** and not become employed by any other employer while employed by the **CITY**

unless termination is effected as hereinafter provided. The term "employed" shall not be construed to prevent **EMPLOYEE** from engaging in teaching, writing, consulting, or other activity not in conflict with **EMPLOYEE'S** full-time position as City Manager. Any such teaching, writing, consulting, or other activity shall be performed on **EMPLOYEE'S** time off and shall not conflict in any way whatsoever with City business. Prior to engaging in any teaching, writing, consulting, or other professional activity, the **EMPLOYEE** shall obtain permission of the City Commission.

D. This Agreement shall commence on January 1, 2008, and shall continue in full force and effect thereafter until December 31, 2010 unless sooner terminated by the parties pursuant to this Section 2.

Section 3. Termination and Severance Pay

A. During the first 36 months of this agreement, in the event the **EMPLOYEE** is terminated or forced to resign by the City Commission, the **CITY** agrees to pay the **EMPLOYEE** a lump sum amount equal to six (6) months salary and benefits, for a period of six (6) months. The lump sum payment shall be due and payable in full within thirty (30) days of the termination or forced resignation. The **CITY** will provide, at their cost, insurance coverage as provided herein for the **EMPLOYEE** and his dependents for a period of six (6) months upon severance of employment. However, in the event the **EMPLOYEE** is terminated because of his being found guilty by a court of competent jurisdiction of an illegal act involving personal gain to him, or of any felony or misdemeanor involving moral turpitude, then, in that event, the **CITY** shall have no obligation to pay any aggregate severance pay designated in this section.

B. **EMPLOYEE** may terminate this Agreement by giving the City Commission fourteen (14) days written notice of his desire to terminate this Agreement; provided, however, the City Commission may require the **EMPLOYEE** to continue employment for a period not to exceed sixty (60) days beyond the date of termination if any litigation to which the **CITY** is a party would be prejudiced by earlier termination of this Agreement. Upon termination of the Agreement hereunder, the **EMPLOYEE** shall be entitled to such salary and benefits accrued to the effective date of termination.

Section 4. Salary

The **CITY** agrees to pay the **EMPLOYEE**, commencing upon January 1, 2008 for his services rendered pursuant hereto, at an annual salary of $104,926.00, payable in installments at the same time as other general employees of the **CITY** are paid. In addition the **CITY** agrees to adjust said base salary and/or other benefits of the **EMPLOYEE** to such amounts and to such extent as the City Step In Grade Plan specifies.

Section 5. Performance Evaluation

A. In January of each year, the City Commission shall review and evaluate the performance of the **EMPLOYEE.** The City Commission shall provide the **EMPLOYEE** with an adequate opportunity for the **EMPLOYEE** to discuss the evaluation with the City Commission, whether individually or as a body.

Section 6. Hours of Work

The **EMPLOYEE** shall be at work routinely during the normal business hours of the **CITY,** and shall devote such additional time as is necessary to perform assigned responsibilities.

Section 7. Automobile and Cellular Phone

The **EMPLOYEE** shall receive a vehicle for business purposes and a cellular phone.

Section 8. Vacation and Sick Leave

The **EMPLOYEE** shall receive vacation leave, which shall accrue at the rate of 4.0 weeks per year. The **EMPLOYEE** shall receive sick leave, which shall accrue at a rate of 1.0 day per month. Upon separation, the **EMPLOYEE** shall be compensated for all unused vacation leave and 25% (twenty-five percent) of unused sick leave per the City's Personnel Rules and Regulations.

Section 9. Holidays

The **EMPLOYEE** shall be entitled to the same holiday time off as is provided to the other general employees of the **CITY** not otherwise covered by a collective bargaining agreement.

Section 10. Disability, Health, Vision, Dental and Life Insurance

The **EMPLOYEE** shall be entitled to the same participation in the group health plan provided to all other city employees.

Section 11. Benefits

All benefits provided herein shall be applied effective upon the commencement hereof as specified in Section 2. As any new benefits are created or existing benefits are enhanced under the Executive Benefit Plan or the City's Personnel Rules and Regulations, the **EMPLOYEE'S** benefits shall be adjusted accordingly. The **CITY** shall not at any time during the term of this agreement reduce the salary, compensation or other benefits of the **EMPLOYEE,** except to the degree of such a reduction, across-the-board for all employees of the **CITY** or unless agreed by the **EMPLOYEE.** In the event that the **CITY** reduces salary or benefits to the **EMPLOYEE,** the **EMPLOYEE** may consider this act a forced resignation by

the **CITY** and said **EMPLOYEE** shall be eligible for separation pay and benefits as provided herein.

Section 12. Professional Development

A. The **CITY** agrees to budget and to pay for the professional dues, licenses and subscriptions of the **EMPLOYEE** necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the **CITY.**

B. The **CITY** agrees to budget for and pay the reasonable and necessary travel and subsistence expenses of the **EMPLOYEE** for professional and official travel, meetings and occasions adequate to continue the professional development of the **EMPLOYEE,** and to adequately pursue necessary official and other functions for the City, including the Florida League of Cities, and such other regional, state and local governmental groups and committees thereof which the **EMPLOYEE** serves as a member.

C. The **CITY** also agrees to budget and to pay for the reasonable and necessary travel and subsistence expenses of the **EMPLOYEE** for short courses, institutes, certifications(s) requirements and seminars that are necessary for his professional development and for the good of the **CITY.**

Section 13. Indemnification

A. The **CITY** shall provide a legal defense, and indemnification against any tort, professional liability claim or demand or other legal action, arising out of an alleged act or omission occurring within the scope of **EMPLOYEE'S** employment and performance of **EMPLOYEE'S** duties and functions, under the same terms and conditions as provided to the other employees of the City of Palatka in accordance with the requirement and provisions of the City Charter and Code of Ordinances of the City of Palatka and Florida law. The **CITY** shall have the right to compromise and settle and such claim or suit and pay the amount of any such settlement or judgment rendered thereon, in its sole discretion.

B. The **CITY** shall bear the full cost of any fidelity or other bonds, which may in the future be required of the **EMPLOYEE** by law or ordinance.

Section 14. Other Terms and Conditions of Employment

The City Commission, in consultation and agreement with the **EMPLOYEE,** shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the **EMPLOYEE,** provided such terms and conditions are not inconsistent with or in direct conflict with the

provisions of this Agreement, the City Charter, the City Code of Ordinances, or any other applicable law.

Section 15. General Provisions

A. The text herein shall constitute the entire agreement between parties, and shall supersede any and all prior agreements or understandings between the parties.

B. This **Agreement** shall become effective commencing on the **17th day of December, 2007.**

If any provision, or any portion thereof, contained in this Employee Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Palatka, Florida, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested to by its City Clerk and approved as to form by the City Attorney, and the **EMPLOYEE** has signed and executed this Agreement both in duplicate, on the day and year first written.

APPROVED by the City Commission of the City of Palatka on the 17th day of December, 2007.

ATTEST:

Betty J. Drugopes

City Clerk

(Seal)

Witnesses:

Karen M Venables

APPROVED AS TO FORM AND LEGALITY:

City Attorney

CITY OF PALATKA

Karl N. Flagg

BY: Karl N. Flagg, Mayor
Its MAYOR

ELWIN C. BOYNTON, JR.

Employee