



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • APRIL 14, 2014

Regular Meeting

City Council Chamber

6:00 PM

107 South Lee Street - City Hall, Kingsland, GA 31548

I. WORK SESSION 5:00 PM

II. AGENDA

III. CALL TO ORDER AND WELCOME GUESTS

IV. INVOCATION AND PLEDGE TO THE FLAG

V. ROLL CALL

Alex Blount

Jim McClain

Daniel Minckler

Charles Grayson Day Jr

Kenneth Smith Sr

Mayor Pro Tem

City Councilman

City Councilman

City Councilman

Mayor

VI. CONSENT DOCKET

- A. Approve the Council Minutes of the last regular council Meeting
- B. Approve the Agenda as Presented
- C. Approve the Payments of Accounts Payable as Due and Funds Available

VII. RECOGNITION

- 1. Recognition of Georgia Cities Week, "If I Were a Mayor I Would...Essay Contest Winner", Fifth Grade Student from David L. Rainer Elementary School....Mayor Smith
- 2. Recognition of Georgia Cities Week Student Art Contest Winners, "How I See Camden County in 20 Years".....Councilman Day

VIII. GRANTING AUDIANCE TO THE PUBLIC

IX. OLD BUSINESS

X. NEW BUSINESS

A. Resolution #2014-12

Approval of: Georgia Cities Week, April 13-19, 2014

B. Discussion of Appointments to Ethics Board

C. Bid Award - Solid Waste Collection Truck

Staff recommends awarding bid to TransPro/2015 Mack LEU.

D. Camden House Funding - Request for Additional Funds

E. Purchase - John Deere 310G Backhoe Loader

F. Discussion Of: North Center Rental Policy

XI. PLANNING AND ZONING

1. Application for Home Office - Lucas Green

625 East St South is requesting a Home Office Permit for "Reveal Home Inspection". Zoning is R-1. He will perform visual inspections of homes and systems and produce a 19-page report. Planning Commission Recommends Approval.

2. Application for Home Office - Talvin & Ureka Sullivan

105 Pineneedle Court is requesting a Home Office Permit for "Done Rite Painting & Flooring". Zoning is R-1. Materials will generally be delivered directly to jobsites. Planning Commission Recommends Approval.

3. Application for Home Occupation - Dianna K. Purl

527 Satilla St South is requesting a Home Occupation Permit for "Batty Bob Woodcrafts". Zoning is R-1. Crafts include birdhouses, bat houses, outhouses, etc. For sale at festivals. They buy materials as needed. Building is generally between 9 and 4. Planning Commission Recommends Approval.

4. Application for Home Office - Terrance Holmes

105 Oak Grove Circle is requesting a Home Office Permit for "Master Blaster Pressure Washing Solutions". Zoning is R-1. Mr. Holmes is entering the business to fill a perceived void by property management companies. Planning Commission Recommends Approval.

5. Application for Zoning Change - Kevin & Denise Dalton

Are requesting a change in the zoning of 610 N. Lee St (Tax Parcel K10 06 009) from C-2 to I-L. Proposed extra use is lease of space to small light manufacturer. A property owner across the street asked if there would be any impact on her property. Planning Commission Recommends Approval.

XII. MAYOR AND COUNCIL ANNOUNCEMENT

1. New Scholarship Opportunity for Camden County Residents in Memory of Former Mayor S. Keith Dixon.... Councilman Minckler

XIII. ADJOURNED

GEORGIA CITIES WEEK
April 13-19, 2014

A RESOLUTION OF THE CITY OF KINGSLAND RECOGNIZING GEORGIA CITIES WEEK, APRIL 13-19, 2014 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY OF KINGSLAND DECLARES APRIL 13-19, 2014 AS GEORGIA CITIES WEEK. BE IT FURTHER RESOLVED THAT THE CITY OF KINGSLAND ENCOURAGES ALL CITIZENS, CITY GOVERNMENT OFFICIALS AND EMPLOYEES TO DO EVERYTHING POSSIBLE TO ENSURE THAT THIS WEEK IS RECOGNIZED AND CELEBRATED ACCORDINGLY.

PASSED AND ADOPTED by the City of KINGSLAND.

Sec. 2-236. Board of Ethics

- a) The board of ethics of the city shall consist of three residents of the city, one appointed by the mayor, one appointed by the city council, and the third appointed by the mayor and approved by a majority of the city council.
- b) All members of the board of ethics shall be residents of the city for at least one year immediately preceding the date of taking office and shall remain a resident while serving on the board.
- c) All members of the board of ethics shall serve a two-year term.
- d) No person shall serve as a member of the board of ethics if the person has, or has had within the preceding one-year period, any interest in any contract or contracting opportunity with the city or has been employed by the city.
- e) Members of the board of ethics with any permit or rezoning application pending before the city, or any pending or potential litigation against the city or any city official charged in the complaint shall be disqualified from serving on the board of ethics for that complaint. An alternate member of the board of ethics shall be selected in the same manner as the disqualified individual.
- f) The members of the board of ethics shall serve without compensation. The city council shall provide meeting space for the board of ethics and, subject to budgetary procedures and requirements of the city, such supplies and equipment as may be reasonably necessary for the board to perform its duties and responsibilities.
- g) No person shall serve on the board of ethics who has been convicted of a felony involving moral turpitude in this state or any other state, unless such person's civil rights have been restored and at least ten years have elapsed from the date of the completion of the sentence without a subsequent conviction of another felony involving moral turpitude.
- h) No person shall serve on the board of ethics who is less than 21 years of age, who holds a public elective office, who is physically or mentally unable to discharge the duties of a member of the board of ethics, or who is not qualified to be a registered voter in the City of Kingsland.
- i) Upon appointment, members of the board of ethics shall sign an affidavit attesting to their qualification to serve as a member of the board of ethics.
- j) Members of the board of ethics may be removed by majority vote of the city council for cause including, but not limited to, failure to maintain any requirement for qualification to serve on the board of ethics.

(Ord. No. 2010-10, § 1, 12-13-2010)

Bid Document Checklist 2014 Garbage Truck

Organization	Total Bid Price
TransPro 2702 Palmyra Road Albany, GA 31707	2014 GS Products-27 Yard 2015 Mack LEU \$224,740.80
TransPro 2702 Palmyra Road Albany, GA 31707	2013 Wayne/Curb Tender-27 Yard 2013 Pete 320-DEMO with 22000 Miles \$218,000.00
TransPro 2702 Palmyra Road Albany, GA 31707	2014 Wayne/Curb Tender-27 Yard 2015 Mack LEU \$223,551.00
TransPro 2702 Palmyra Road Albany, GA 31707	2014 Wayne/Curb Tender-27 Yard 2015 Pete 320 \$224,406.00
Carolina Equipment Systems 2750 N. Carolina Way, 66 South Kernersville, NC 27284	2014 Heil Liberty-26 Yard 2014 Pete 320 \$214,958.00
Carolina Equipment Systems 2750 N. Carolina Way, 66 South Kernersville, NC 27284	2014 Heil DE Python-28 Yard 2014 Mack LEU 613 \$233,446.00
Yancey Truck Center 2792 Hwy. 84 West Blackshear, GA 31516	2014 Hercules-27 Yard 2015 Mack LEU 613 \$256,958.20
Yancey Truck Center 2792 Hwy. 84 West Blackshear, GA 31516	2014 Hercules-27 Yard 2014 Pete 320 \$258,050.00
Consolidated Disposal Systems P.O. Box 813154 Smyrna, GA 30081	2014 New Way-31 Yard 2014 Pete 320 \$227,600.00
Consolidated Disposal Systems P.O. Box 813154 Smyrna, GA 30081	2014 New Way-29 Yard 2014 Pete 320 \$229,988.00
Consolidated Disposal Systems P.O. Box 813154 Smyrna, GA 30081	2014 New Way-31 Yard 2013 Pete 320 \$230,896.00
Consolidated Disposal Systems P.O. Box 813154 Smyrna, GA 30081	2014 New Way-31 Yard 2014 Mack LEU 613 \$241,010.00
Consolidated Disposal Systems P.O. Box 813154 Smyrna, GA 30081	214 New Way-31 Yard 2014 Mack LEU 613 \$242,907.00

Attachment: TransPro (1027 : Bid Award - Solid Waste Collection Truck)

City of Kingsland
105 West William Ave.
PO Box 250
Kingsland, GA 31548



Phone: 912.729.5613
Fax: 912.729.8827
ljohnson@kingslandgeorgia.com
www.kingslandgeorgia.com

10.C.a

City of Kingsland

Request for Proposal

The City of Kingsland, GA is requesting proposals for:
2013/2014 Curb-Tender FE Style Garbage Truck
Please provide a quote that is good for 30 Days

Attn: John Joiner
Company: Trans Pro
Address: 2702 Palmyra Rd.
Address: Albany, GA 31707

Date: February 19, 2014
Phone: 229-343-7844
Fax:
Email: johnj@transpro.cc

Specifications

PLEASE SEE ATTACHED FOR SPECIFICATIONS

All technical specifications questions should be directed to Ronnie Wise @ (912) 729-6833 or Dale Scroggins @ (912) 552-4032.

The City of Kingsland has the right to reject any and all proposals.

Proposal

Price Submitted:	\$ 224,740.80	Valid Through:	4 / 20/2014
Prepared By:	JIM THOMPSON	Today's Date:	3 / 17/2014
Authorized Signature:		Title:	MUNICIPAL SALES MANAGER
Company Name:	TRANSPOWER, INC		
List any exceptions to the quotation here:	NONE TAKEN, EXCEPT NO POWER WINDOWS IN CHASSIS CHASSIS BID IS 2015 MACK LEU		

Price should include total price with freight and any other applicable fees.

Submissions

All proposals should be submitted no later than:	March 20, 2014	BY:	5:00 PM
Proposals will be accepted via fax (912) 729-8827, via email: ljohnson@kingslandgeorgia.com U. S. Postal service (P.O. Box 250; Kingsland, GA 31548), or in person at 105 W. William Avenue in Kingsland.			
Questions regarding this request should be directed to the Purchasing Agent, Linda Johnson			

The City of Kingsland, Georgia reserves the right to refuse any and all proposals, not to accept any or all proposals, or to negotiate with any or all proposals. Proposals will be awarded to the most responsive company, not necessarily to the lowest quotation, or may not be awarded at all. The City of Kingsland will deem which company is the most responsive based on criteria in its selection process.

Attachment: TransPro (1027 : Bid Award - Solid Waste Collection Truck)



COLLECSTAR 8000

AUTOMATED SIDE LOADER



Designed and Built to Handle the Most Demanding Routes.



Attachment: TransPro (1027 : Bid Award - Solid Waste Collection Truck)

Available in 20 to 37 yard capacity



CNG and hydraulic drive hybrid configurations available





Camden House

A Shelter for the Victims of Family Violence
 Post Office Box 5159 • St. Marys, Georgia 31558
 Telephone 912/882-7858
 Fax 912/882-8217



April 3, 2014

City of Kingsland
 Lee Spell / Interim City Manager
 PO Box 250
 Kingsland, GA 31548

Dear Lee,

Camden House is the domestic violence shelter for Camden and Charlton County. As a bit of background information, for the calendar year of 2013, we provided 3,790 bed nights to victims and their children. We are open and staffed 24/7/365. Between sheltered and non-sheltered clients (those provided services, but not being sheltered), we provided services for 225 clients and 81 of their children. There is an average of 18-20 domestic violence events in just Camden County alone, every single day of the year. There is an ever-present and growing need for the services we provide.

As a 501(c)3, we receive half of our funding from state and federal sources. It is up to us to raise the remainder through local fundraising efforts.

We are implementing a new dimension as an addition to the many services we already provide. That new dimension is mental and physical health. When a new client registers, we will provide an assessment by a trained person regarding the physical and mental health of the client and their child (ren). Without including that in our overall program, few victims will leave our program able to survive in a new life without violence. They will most likely return to Camden House, or worse, to their batterer. As you watch the news, violent crimes are increasingly linked to those with a mental health concern. Our including both mental and physical health in our program is critically essential. However, neither discipline is inexpensive; the cost of employees, training and maintenance is unfortunately very costly.

As with many other organizations, our cash flow ebbs and flows. We currently find ourselves in need of additional funding support, in order to maintain a quality program, as well as incorporate the additional dimension of serving the mental and physical health needs of our client victims.

If the City of Kingsland could see their way to provide additional funding of \$5,000 to \$10,000 for Camden House, it would be of a very great benefit, as well as tremendously appreciated.

Thank you for your consideration.

Ken Boden

Ken Boden

Executive Director
 Camden House

Attachment: Camden House (1030 : Camden House Funding)

**JOHN DEERE****Customer Purchase Order for John Deere Construction and Forestry Products****10.E.a**

PURCHASER NAME AND ADDRESS (First Signer)					SELLER NAME AND ADDRESS				
NAME (First, Middle, Last) City Of Kingsland					Flint Equipment Co.				Dealer Account No 17-9067
STREET or RR P.O. Box 250					251 Perry Lane Road				
					Brunswick, GA 31525				
					(912)264-6161				Date of Order: Apr-7-2014
					Fax (912)264-5263				
CITY Kingsland		STATE GA	ZIP CODE 31548	COUNTY Camden	Dealer Order No.:		TYPE OF SALE: ☒ CASH ☐ LEASE ☐ TIME SALE		
PHONE NUMBER 912-729-5613		EMAIL ADDRESS			PURCHASER TYPE: M		MARKET USE CODE: E 12		
PURCHASER NAME AND ADDRESS (Second Signer)					Add customer to Mailing List (Check One or More)				
NAME (First, Middle, Last)					☐ Construction ☒ Utility ☐ Forestry ☐ Government				
STREET or RR					CUSTOMER IS: Purchaser Acct.:				
CITY		STATE	ZIP CODE	COUNTY	☒ Business ☐ Individual		6100214725		
PHONE NUMBER		EMAIL ADDRESS			☐ SOCIAL SECURITY ☐ IRS TAX ID NO ☐ EIN				
					NO.:		Sales Tax Exempt #		

EXTENDED WARRANTY IS:		LOCATION OF FIRST WORKING USE:		STATE	COUNTY COI
☐ Accepted ☐ Rejected	(Initials)	County	City	GA	GA039

QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hrs of Use	Stock ID #	Pin or Serial Number	Delivered Cash Pri
1	☐	☐	☐	☒	John Deere 310G Backhoe Loader w/1,491 hours, Rops/4x4/Turbo, 19.5 Tires, 18"bkt.	1,491	F574118	T0310GX937534	\$29,500.0
	☐	☐	☐	☐					
	☐	☐	☐	☐					
	☐	☐	☐	☐					
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	☐	☐	☐	☐					
	☐	☐	☐	☐					

1. TOTAL CASH PRICE	\$29,500.0
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QTY	TRADE-IN (Model, Size, Description)	Hrs of Use	Pin or Serial Number	AMOUNT

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Equipment, plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title shall remain with the seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Order will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.		2. TOTAL TRADE-IN ALLOWANCE	
		3. BALANCE (1-2)	
		4. RENTAL APPLIED	
		5. SUBTOTAL (3-4)	
		6. SALES TAX	RATE 0.00%
		7. ADDITIONAL FEES	
		8. CASH WITH ORDER	
		9. BALANCE DUE (5+6+7-8)	

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Vehicle Diesel Veh Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE. USED JOHN DEERE PRODUCTS ONLY: John Deere will transfer remaining Standard Warranty and/or Structural warranty to the purchaser of a used John Deere construction and forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY AND/OR STRUCTURAL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the equipment (the "Equipment") described above from the Dealer. The Dealer shall not be liable for failure to provide the Equipment or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Equipment from the manufacturer or supplier or other cause beyond the Dealer's control. The price shown above is subject to the Dealer receiving the Equipment from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new increased taxes being imposed upon the sale of the Equipment after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version _____ (Initials) _____ and understands its terms and conditions.	
Purchaser (First Signer) _____	Signature _____ Date _____
Purchaser (Second Signer) _____	Signature _____ Date _____
Dealer Representative _____	Signature _____ Date _____
Salesperson _____	Signature _____ Date _____

DELIVERY ACKNOWLEDGMENT ▶	Delivered with Operator's Manual On: _____	Customer Signature: _____
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Attachment: City of Kingsland 310G #F574118 PO (1029 : Purchase - John Deere 310G Backhoe Loader)

- **Construction, Forestry & Commercial Worksite Products:** 12 months Full Machine Standard Warranty
- **Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product").

STANDARD WARRANTY is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED WARRANTY is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL WARRANTY applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE WARRANTY applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers, and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found in a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere, or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. **Factory-Installed Undercarriage Warranty** covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in Section E below, Factory-Installed Undercarriage Warranty does cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labor; transportation or hauling costs; unapproved, non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. **StructuralALL Warranty** for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructuralALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructuralALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple / and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints (Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)); Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructuralALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; N Boom

StructuralALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill or transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED

John Deere is not responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobuc grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, belts, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for rental of oil/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapples, shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements of accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket - i.e. Winch not installed at factory.
24. Custom options installed outside the factory - i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY -

John Deere is relieved of its obligations under Standard Warranty, StructuralALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in any way not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed on the product, John Deere will repair or replace, at its elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructuralALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy

Machine Data may be transferred out of the country where it is generated, including to the U.S.A.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructuralALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for charges (such as dealer travel time, mileage or extra labor/labor) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

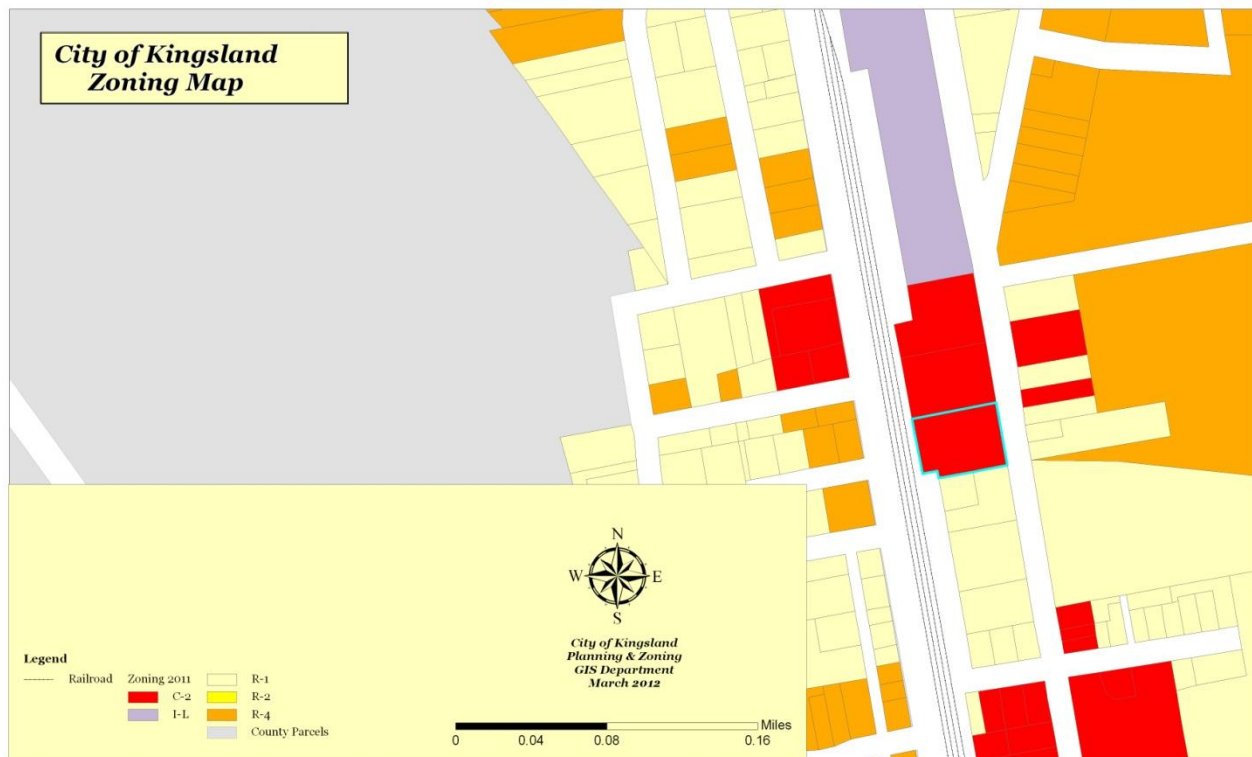
John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructuralALL Warranty to the purchaser of a used John Deere construction and/or forestry product, has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

ZONING TEXT AMDENDMENT - Agenda Item E

PLANNING COMMISSION MEETING DATE: April 7, 2014

CITY COUNCIL MEETING DATE: April 14, 2014

APPLICATION FOR ZONING CHANGE – **Kevin & Denise Dalton** are requesting a change in the zoning of 610 N. Lee St (Tax Parcel K10 06 009) from C-2 to I-L. Proposed extra use is lease of space to small light manufacturer.



SUMMARY: This is the location of Dalton Signs. Dalton Signs is a heavy commercial or light industrial use that presents no problem in either zoning district. Mr. Dalton desires to lease the smaller structure outside the fence on his lot to a cabinet maker who only deals with contractors. This is a light manufacturing use. Mr. Dalton's structure provides buffering to the residential zone to the south. First Coast Railroad is to the west. The business to the north was allowed as a commercial use, but its implementation is more of an industrial use. North of that is a vacant commercial lot and then the City Fuel Depot and Public Works which are zoned industrial. Across Lee St is a combination of R-1 and C-2

IS PROPOSAL CONSISTENT WITH COMPREHENSIVE PLAN? NA

PLANNING DIRECTOR RECOMMENDATION: Yes.

Attachment: April 2014 : Application for Zoning Change - Kevin & Denise Dalton)