

**CITY OF MARIANNA
SPECIAL CITY COMMISSION MEETING**

**August 11, 2020
4:00 pm**

**By Phone or In Person
Call: 717-275-8940
Access Code: 338 4788**

**CITY HALL
2898 GREEN STREET, MARIANNA, FL**

1. Call To Order

2. Roll Call

Mayor and Commissioners

Travis Ephriam, Mayor/Commissioner
Allen Ward, Mayor Pro Tem/Commissioner
Kenneth Hamilton, Commissioner
John E. Roberts, Commissioner
Rico Williams, Commissioner

3. Invocation And Pledge To The Flag

4. Approval Of Agenda (Additions Or Deletions)

5. Public Meeting/Forum

6. Presentations

7. Public Hearing

8. Planning/Development

9. Other Policy Matters

9.A. Pocket Park Lease

9.B. Real Property Waiver & Agreement
Deutsche Leasing USA, Inc.

Documents:

[REAL PROPERTY WAIVER AND AGREEMENT.PDF](#)

10. Mayor & Commission Report

11. **City Attorney**
12. **City Manager/Administrative Reports**
13. **Adjourn**
14. **Review & Approval Of Minutes**

The City of Marianna is an Equal Opportunity Employer and a Drug-Free Workplace. In accordance with the adopted Section 504 Policy, the City will take affirmative steps to reasonably accommodate the disabled and ensure their needs are equitably represented in City programs and activities. Pursuant to Title VI and the Civil Rights Act of 1964, the City will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, language, income or family status. For assistance with EEO, Title VI or Section 504 matters contact Julie Chance at 850-482-4353. The City also has a Fair Housing Ordinance. For assistance with Fair Housing matters contact Kay Dennis at 850-482-2786. In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this meeting should contact the City Clerk's Office at 850-482-4353 no later than 3 days prior to the meeting. City Hall is located at 2898 Green Street, Marianna, FL.

REAL PROPERTY WAIVER AND AGREEMENT

This Real Property Waiver and Agreement (this "Agreement") is made August 4, 2020 by and between Deutsche Leasing USA, Inc., a Delaware Corporation located at 190 S. LaSalle Street, Ste. 2150, Chicago, IL 60603 ("Creditor") and City of Marianna located at 2898 Green Street, Marianna, FL 32446 ("Waiving Party").

Background

- A. The Waiving Party is the Landlord of the premises located at 3595 Industrial Park Dr Marianna, Florida 32446-8092 (the "Premises") and the Premises are now occupied in whole or in part by Meno Enterprises, LLC (the "Company");
- B. Company desires to lease or finance certain equipment (as described below, the "Collateral") that is or now or hereafter may become subject to a lease or finance agreement between Creditor and Company (the "Financing Agreement") and such Collateral is already on or is to be delivered to or installed on the Premises and will be used in connection with the business of Company as now or hereafter conducted; and
- C. Creditor is willing to lease or finance the Collateral to Company provided that the Waiving Party recognizes Creditor's interest in and to the Collateral and agrees to the other terms stated herein below.

Accordingly, the parties agree as follows:

1. The Collateral is: Ten (10) Swiss Performance Chemicals Panthera Printer S4 and will be deemed to include all replacements and additions thereto plus all proceeds, assets, rights and interests hereafter arising therefrom.
2. Title to the Collateral or a first priority security interest therein (as applicable) is and will remain with Creditor until all of Company's obligations to Creditor are paid and satisfied in full.
3. All the Collateral may be kept, installed and operated in or on the Premises and will be deemed to remain personal property, and not fixtures, despite any attachment of such Collateral to the real estate.
4. The Waiving Party hereby waives and agrees not to assert any lien, claim or interest which the Waiving Party may now have or hereafter may acquire against or in the Collateral by virtue of the Waiving Party's interest in the real property or otherwise.
5. In the event of default by Company in the performance of any of its obligations under the Financing Agreement or any other obligations to Creditor, Creditor may: (a) abandon the Collateral in place; or (b) remove the Collateral from the Premises. If Creditor removes the Collateral, (i) Creditor agrees to be responsible for any damage to the Premises caused by such removal and (ii) if the Collateral was attached to a floor, wall or another element of the Premises, Creditor agrees to restore such element to its condition immediately prior to such attachment, ordinary wear and tear excepted.
6. Creditor may, upon reasonable advance notice, enter upon the Premises to inspect the Collateral, provided that such entry occurs only during normal business hours and will not disrupt the business of any occupant.
7. This Agreement will be for the benefit of, and will be binding upon, the successors and assigns of Creditor and the Waiving Party. This Agreement will continue in full force until all of Company's obligations to Creditor are paid and satisfied in full.

<p>Waiving Party: City of Marianna, Florida</p> <p>If the Waiving Party is the landlord/owner and the person signing below is signing as the landlord/owner's property manager/agent, the legal entity name of the manager/agent company is _____, and such person represents that he/she has authority to sign on behalf of, and bind, the landlord.</p>	<p>Deutsche Leasing USA, Inc.</p>
<p>Signature:</p>	<p>Signature:</p>
<p>Print Name:</p>	<p>Print Name:</p>
<p>Title:</p>	<p>Title:</p>