

**TERRILL L. HILL**  
MAYOR - COMMISSIONER

**MARY LAWSON BROWN**  
VICE MAYOR - COMMISSIONER

**RUFUS J. BOROM**  
COMMISSIONER

**JUSTIN R. CAMPBELL**  
COMMISSIONER

**JAMES NORWOOD, JR.**  
COMMISSIONER



# CITY of *Palatka* FLORIDA

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

**TERRY K. SUGGS**  
CITY MANAGER

**BETSY JORDAN DRIGGERS**  
CITY CLERK

**MATTHEW D. REYNOLDS**  
FINANCE DIRECTOR

**JASON L. SHAW, SR.**  
CHIEF OF POLICE

**MICHAEL LAMBERT**  
CHIEF FIRE DEPT

**DONALD E. HOLMES**  
CITY ATTORNEY

## AGENDA CITY OF PALATKA May 26, 2016

### CALL TO ORDER:

- a. **Invocation** – The Reverend Tommy Rodgers, Pastor; Bethlehem Missionary Baptist Church
- b. **Pledge of Allegiance**
- c. **Roll Call**

### APPROVAL OF MINUTES – 5/12/16

### 1. PUBLIC RECOGNITION/PRESENTATIONS

- a. **RETIREMENT** – Mark Lynady, Fire Marshal/Assistant Fire Chief – 34 Years of Service
- b. **RECOGNITION** – David Lazo, Crime Stopper's Police Officer of the Year
- c. **RECOGNITION** – Palatka Fire Explorers CPR/EMR Program Certification
- d. **RECOGNITION** – Palatka High School Track Team Members
- e. **STUDENT OF THE MONTH – May, 2016** – Mayor Hill & Vice Mayor Brown

Samaria Williams	Browning Pearce Elementary School
Daunte Wilkerson	C. L. Overturf, Jr. 6th Grade Center
Makenzie Clemons	Children's Reading Center Charter School
Landon Pierce	E. H. Miller School
Carson Tibbs	James A. Long Elementary School (March)
Jesenia Feggins	Jenkins Middle School
Natalie Burney	Kelley Smith Elementary School
Jasmyn Butler	Mellon Elementary School
Paris Mack	Moseley Elementary School
Lauren Hudson	Palatka High School
Austin Wallace	Peniel Baptist Academy
Ravin Constantineau	Putnam Academy of Arts and Sciences

### 2. PUBLIC COMMENTS – (limited to 3 minutes – no action will be taken on topics of discussion)

### 3. CONSENT AGENDA

- \*a. **Adopt Resolution No. 2016-12-36** authorizing execution of a renewal agreement for Supplemental Police Services between the Palatka Housing Authority and Palatka Police Dept. eff. 6/1/16
- \*b. **Adopt Resolution No. 2016-12-37** accepting the ranking of Professional Environmental, Engineering & Planning Consulting Services Firms for the City of Palatka USEPA Brownfield Assessment Grant Project and authorizing the execution of a contract with Ayres and Associates, Inc.
- \*c. **Adopt Resolution No. 2016-12-38** declaring as surplus the 2005 Sterling rear-loader Sanitation Collection Unit #84 and accepting a bid from Nextran Truck Center of Jacksonville in the amount of \$413,822.86 for the purchase of two (2) 2016 Mack Refuse Collection Trucks with EZ Pack G300C25 Rear Loader Body, one with rear roll bar, per results of ITB 2016-06

- \* 4. **WORKSHOP** – Evaluation & Appraisal Report (EAR) for the City of Palatka Adopted Comprehensive Plan – Thad Crowe, Planning Director

## AGENDA - CITY OF PALATKA

May 26, 2016

Page 2

- \* 5. **REQUEST** for Contract Amendment #2 to allow ground floor residential in 100 Block Development – Riverfront Square Development Group, LLC; Joseph C. Diamond, Gen. Manager
  - \* 6. **REQUEST TO APPEAL** Planning Board Case No. 16-16 – Denial of Conditional Use – Riverfront Development Group, LLC, Applicant for Conditional Use Permit to allow fifteen (15) upper floor residential units and four (4) first floor residential units within four downtown buildings located on the 100 Block of N. 2<sup>nd</sup> Street – Michael Woodward, Legal Counsel, Riverfront Square, LLC
7. **CITY MANAGER & ADMINISTRATIVE REPORTS**
8. **COMMISSIONER COMMENTS**
9. **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:

May 27 – 30 – Blue Crab Festival  
May 30 – City offices closed to observe Memorial Day  
July 4 – City offices closed for 4<sup>th</sup> of July Holiday  
Aug. 18 – 20 – FLC Annual Conference – Hollywood FL  
Aug. 30 – Primary Election Day  
Sept. 5 – City Offices closed to observe Labor Day  
Sept. 15 – Palatka hosts NEFLC Meeting  
Nov. 8 – General Election Day

### Board Openings:

Tree Committee – 1 Vacancy (at large)  
Code Enforcement Board – 1 vacancy (alternate)  
Board of Zoning Appeals – 1 vacancy (at-large)  
Planning Board – 1 Vacancy (at large)



## CITY COMMISSION AGENDA ITEM

### SUBJECT:

- a. **RETIREMENT** - Mark Lynady, Fire Marshal/Assistant Fire Chief - 34 yrs of service
- b. **RECOGNITION** - David Lazo, Crime Stoppers Police Officer of the Year
- c. **RECOGNITION** - Palatka Fire Explorers CPR/EMR Program Certification
- d. **RECOGNITION** - Palatka High School Track Team Members

### SUMMARY:

#### **PPD DET. DAVID LAZO NAMED BY CRIME STOPPERS OF NE FLORIDA AS "OFFICER OF THE YEAR"**

At its 18th Annual Banquet Honoring Law Enforcement on May 4th in Daytona Beach, Palatka Police Detective David Lazo was named the Crime Stoppers of NE Florida Officer of the Year. He was nominated for this recognition by the Palatka Police Department and competed with officers from all over NE Florida.

Detective David Lazo is an eight year Navy Veteran who served on the U.S.S. Thorn, U.S.S. Dwight D. Eisenhower and helicopter anti-submarine unit. While in the Navy, David earned two Navy achievement medals and two good conduct medals.

David started his career with the Palatka Police Department in May 2012. David received the Rookie of the Year award in 2012, became a Field Training Officer in 2013, received the Officer of the Year award in 2013, became a member of the SWAT team in 2013 and made Detective in the Street Crimes Unit in 2014.

David was awarded the Detective of the Year award in 2015 after he lead the investigation that dismantled a local gang within in our community. In 2015 David identified a local gang within our community who identified themselves as the 8th Street Gang. It was determined the gang had been in existence for approximately 5 years and its members were selling powder cocaine, crack cocaine, MDMA and cannabis. The gang members were also involved in other criminal activity within the neighborhood which consisted of disorderly conduct, prostitution, fights, shootings and turf wars. They sold drugs from within multiple residences in the area throughout all hours of the day and night and threatened and intimidated the homeowners in the immediate area. David conducted a criminal investigation on this gang which took almost a full year. A total of three residential search warrants were executed and 11 gang members were identified and arrested on various felony drug and weapon charges.

David did not stop his efforts in the affected neighborhood after the arrests were made. He contacted with the City's Code Enforcement Unit and assisted them in taking nuisance abatement action on four crack houses. The nuisance abatement actions lead to the demolition of the four crack houses. David's investigation and the additional steps he took with the Code Enforcement Unit eradicated the criminal element in the area and gave the homeowners the neighborhood back.

---

**PALATKA FIRE EXPLORERS RECOGNITION:**

The following Palatka Fire Department Explorers have successfully completed the CPR and Emergency Medical Responder Program and earned certification:

- Brianna Nelson
- Emanuel Robinson
- Blayne Bishop
- Michael Ennis
- Rosa Shurock
- Rebecca Nelson
- Morgan Bell
- Taylor Head and
- Lindsay Lambert, Adult Leader.

The City of Palatka applauds these young people for their perseverance and commitment to the Palatka Fire Explorer Program.

**RECOMMENDED ACTION:**

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	5/19/2016 - 9:41 AM



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Adopt Resolution No. 2016-12-36** authorizing the execution of the renewal agreement to provide Supplemental Police Services between the Palatka Housing Authority (PHA) and the Palatka Police Department effective June 1, 2016.

**SUMMARY:**

The Palatka Housing Authority contracts with the City for additional police services each year to help create a drug and crime free environment and to provide for the safety and protection of the residents in the public housing developments. The current contract expires on May 31, 2016. PHA has presented the renewal agreement providing for supplemental police services between PHA and the Palatka Police Department at a rate of \$23 per hour.

**RECOMMENDED ACTION:**

**Adopt the resolution authorizing the execution of a renewal agreement providing for supplemental police services between the Palatka Housing Authority and the Palatka Police Department.**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Resolution	Cover Memo
▫ Contract	Cover Memo

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Police	Shaw, Jason	Approved	5/17/2016 - 9:05 AM
City Clerk	Driggers, Betsy	Approved	5/17/2016 - 10:03 AM

**RESOLUTION No. 20169 \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING THE EXECUTION OF THE RENEWAL  
AGREEMENT FOR PROVISION OF SUPPLEMENTAL POLICE  
SERVICES BETWEEN THE PALATKA HOUSING AUTHORITY  
AND THE CITY OF PALATKA POLICE DEPARTMENT AT A  
RATE OF \$23 PER HOUR, FOR A ONE-YEAR TERM EFFECTIVE  
JUNE 1, 2016.**

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

**WHEREAS**, the Palatka Housing Authority desires to renew this Agreement, which expires on May 31, 2016, and has presented a renewal agreement to continue to provide supplemental police services between the Palatka Housing Authority and the Palatka Police Department at the rate of \$23.00 per hour; and

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF PALATKA, FLORIDA**, that the City Manager, Chief of Police and City Clerk are hereby authorized to execute and attest the Agreement for the Provision of Supplemental Police between the Palatka Housing Authority and the Palatka Police Department, said Agreement to take effect June 1, 2016, and continuing through May 31, 2017.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 26<sup>th</sup> day of May, 2016.

**CITY OF PALATKA**

---

**By: Its MAYOR**

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

This Agreement, made and entered into this 1st day of June 2016 by and between the Palatka Housing Authority (hereinafter called the “Authority”) and the City of Palatka (hereinafter called the “City”) is for the provision of specific police services associated with the Authority’s crime reduction program.

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

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

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

ARTICLE I – SERVICES PROVIDED BY THE DEPARTMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Administrative Liaison Officer will perform the following duties:

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

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

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

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

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

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

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

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

## ARTICLE II- SERVICES PROVIDED BY THE AUTHORITY

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

A. Neglect or non-performance of duties;

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

C. Criminal action;

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

E. Inadequate punctuality or attendance.

F. Substantiated complaints from public housing residents or management.

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

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

### ARTICLE III – ENFORCEMENT OF RULES REGULATIONS

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

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

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

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

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

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

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

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

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

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

## ARTICLE IV – COMMUNICATIONS, REPORTING EVALUATION

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

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

### 2. Reporting

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

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

14. Weapons violations/seized.

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

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

1. Hours worked by police officers for:
    - a. Foot patrol
    - b. Bicycle patrol
    - c. Motorized patrol
    - d. Other (tactical)
  2. Response times to targeted communities by Department-paid officers and Authority-paid officers by Priority I (emergency), and Priority II (non-emergency)
  3. Arrests (to include drug violations)
  4. Vehicles towed
  5. Positive contacts
  6. Referrals
  7. Trespassers removed
  8. All UCR or NIBRS Reports
  9. Calls for service
  10. Weapons seized
  11. Property stolen/recovered
  12. Community feedback
- D. It is further agreed that the Department will provide comparable crime

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

#### ARTICLE V – PLAN OF OPERATIONS

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

- A. Service goals and minimum performance criteria (e.g., a definition of what is to be achieved and the expected benefits or outcomes that will be derived);
- B. Staffing levels: two patrol officers
- C. Hours of operation: not to exceed four (4) hours per day as determined by the Authority and Administrative Liaison Officer.
- D. Days of operations: Not to exceed four (4) days each week as agreed upon by the Authority and Administrative Liaison Officer.

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

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

#### ARTICLE VI – TERM OF AGREEMENT

The term of this Agreement shall be for twelve (12) months beginning on June 1, 2014 and ending on May 31, 2015 with the option to be renewed annually.

#### ARTICLE VII – COMPENSATION OF THE DEPARTMENT

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

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

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

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

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

#### ARTICLE VIII- TERMINATION

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

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

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

Authority: President/CEO  
Palatka Housing Authority  
400 N. 15th  
P.O. Box 1277  
Palatka, FL 32178

City: Chief of Police  
Palatka Police Department  
110 11<sup>th</sup> St.  
Palatka, FL 32177

#### ARTICLE IX – CONSTRUCTION OF LAWS

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

#### ARTICLE X – ENTIRE CONTRACT

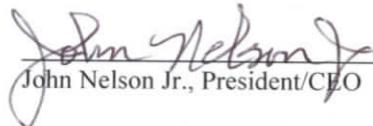
This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written provisions. The Agreement may be modified only by a written agreement signed by the parties hereto.

ARTICLE XI – MISCELLANEOUS

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

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

PALATKA HOUSING AUTHORITY

  
\_\_\_\_\_  
John Nelson Jr., President/CEO

CITY OF PALATKA

\_\_\_\_\_  
Terry Suggs, City Manager

\_\_\_\_\_  
Jason Shaw, Chief of Police

Attest:

\_\_\_\_\_  
Betsy J. Driggers, City Clerk



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**Adopt Resolution No. 2016-12-37** accepting and confirming the ranking of Professional Environmental, Engineering & Planning Consulting Services Firms for the City of Palatka USEPA Brownfield Assessment Grant Project and authorizing the execution of a contract with Ayres Associates, Inc.

### **SUMMARY:**

The City of Palatka was recently awarded a US Department of Environmental Protection Agency (EPA) grant in the amount of \$400,000.00 for Brownfield Assessment. On February 26, 2016 the City advertised a request for qualifications for professional Environmental, Engineering & Planning Consulting services. On May 13, 2016, the evaluation committee met to rank the proposals as follows;

1. Ayres Associates
2. Kimley-Horn
3. PPM Consulting

Ayres Associates will provide technical assistance for the implementation of the EPA Brownfield's Assessment Grant. The firm will work with a committee comprised of community stakeholders to identify, assess and plan for the mitigation and cleanup of brownfield sites.

### **RECOMMENDED ACTION:**

**Adopt the resolution accepting and confirming the ranking of Professional Environmental, Engineering & Planning Consulting Services Firms for the City of Palatka USEPA Brownfield Assessment Grant Project and authorizing the execution of a contract with Ayres Associates, Inc.**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▢ Resolution	Resolution
▢ Resolution	Cover Memo
▢ Ranking	Backup Material
▢ Notice and Minutes	Backup Material

### **REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Grants & Projects	Griffith, Jonathan	Approved	5/19/2016 - 8:50 AM

**RESOLUTION No. 2016 – 12-37**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ACCEPTING AND CONFIRMING THE RANKING OF PROFESSIONAL ENVIRONMENTAL, ENGINEERING & PLANNING CONSULTING SERVICES FIRMS FOR THE CITY OF PALATKA USEPA BROWNFIELD ASSESSMENT GRANT PROJECT AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH AYRES ASSOCIATES, INC.**

**WHEREAS**, on February 13, the City advertised a request for qualifications for Professional Environmental, Engineering & Planning Consulting services for the City of Palatka USEPA Brownfield Assessment Grant (the Project); and

**WHEREAS**, on May 13, 2016, the evaluation committee met to rank the proposals as follows;

1. Ayres Associates, Inc.
2. Kimley Horn
3. PPM Consulting

**WHEREAS**, Ayres Associates has proposed an Agreement for Professional Services; and

**WHEREAS**, the proposed agreement includes all services necessary to carry out the Project.

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

1. That the ranking for Professional Environmental, Engineering & Planning Consulting services for the City of Palatka USEPA Brownfield Assessment Grant; and
2. That Mayor and City Clerk are hereby authorized to execute and attest the Professional Services Agreement with Ayres Associates, Inc.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 26<sup>th</sup> day of May, 2016.

**CITY OF PALATKA**

---

By: Its **MAYOR**

**ATTEST:**

---

**CITY CLERK**

**RESOLUTION No. 2016 -**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ACCEPTING AND CONFIRMING THE RANKING OF PROFESSIONAL ENVIRONMENTAL, ENGINEERING & PLANNING CONSULTING SERVICES FIRMS FOR THE CITY OF PALATKA USEPA BROWNFIELD ASSESSMENT GRANT PROJECT AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH AYRES AND ASSOCIATES, INC.**

**WHEREAS**, on February 13, the City advertised a request for qualifications for Professional Environmental, Engineering & Planning Consulting services for the City of Palatka USEPA Brownfield Assessment Grant (the Project); and

**WHEREAS**, on May 13, 2016, the evaluation committee met to rank the proposals as follows;

1. Ayres & Associates
2. Kimley Horn
3. PPM Consulting

**WHEREAS**, Ayres and Associates has proposed an Agreement for Professional Services; and

**WHEREAS**, the proposed agreement includes all services necessary to carry out the Project.

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

1. That the ranking for Professional Environmental, Engineering & Planning Consulting services for the City of Palatka USEPA Brownfield Assessment Grant; and
2. That Mayor and City Clerk are hereby authorized to execute and attest the Professional Services Agreement with Ayres & Associates.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 26<sup>th</sup> day of May, 2016.

**CITY OF PALATKA**

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

**ATTEST:**

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

**RFQ for US EPA Brownfields Assessment**

**RFQ-2016-03**

**Rankings**

<b>Evaluation Criteria:</b>	<b>Points</b>									
Qualifications of the firm and its personnel	30									
Understanding and approach to the Project	40									
Experience and past performance with the City of Palatka and similarity situated local units of government	30									
<b><u>Ranking Order Was Used by Reviewers</u></b>										
<b>Respondents:</b>		<b>Aerostar SES, Jacksonville, FL</b>	<b>Ayers Associates, Jacksonville, FL</b>	<b>Cardno, Inc., Clearwater, FL</b>	<b>GSE Engineering &amp; Consulting, Inc., Gainesville, FL</b>	<b>Kimley-Horn, Jacksonville, FL</b>	<b>Matanzas Geosciences, Inc., St. Augustine, FL</b>	<b>PPM Consulting, Inc., Altamonte Springs, FL</b>	<b>Terracon Consulting Engineering &amp; Scientists, Jacksonville, FL</b>	<b>ECT, Gainesville, FL</b>
<b>Ranking Committee:</b>										
Rhett McCamey		70	98	54	82	94	76	88	60	
Thad Crowe		75	84	98	73	77	75	70	70	
Melvin Register		91	96	94	89	93	90	95	95	
Betsy Driggers		60	94	55	95	85	95	85	97	
Putnam County - Brian Hammons		72	85	76	71	90	91	92	66	
<b>Average</b>		<b>73.6</b>	<b>91.4</b>	<b>75.4</b>	<b>82.0</b>	<b>87.8</b>	<b>85.4</b>	<b>86.0</b>	<b>77.6</b>	
<b>Ranked</b>		<b>8</b>	<b>1</b>	<b>7</b>	<b>5</b>	<b>2</b>	<b>4</b>	<b>3</b>	<b>6</b>	



**\*\*\* PUBLIC NOTICE \*\*\***

- MEETING OF:** RFQ-2016-03 for US EPA Brownfields Assessment Selection Committee: Rhett McCamey, Thad Crowe, Melvin Register, Betsy Driggers, and Brian Hammons  
Steering Committee Member Jonathan Griffith
- DATE/TIME:** May 13, 2016 @ 9:30 a.m.
- LOCATION:** City Hall Annex, 205 N. 2<sup>nd</sup> Street, Palatka
- PURPOSE:** To Rank Responses to RFQ-2016-03 for US EPA Brownfields Assessment

This Notice is being provided per Florida Sunshine Law Requirements. This meeting is open to the Public.

If a person decides to appeal a decision made by the body on any matter considered at this meeting/hearing, such person may need to ensure that a verbatim record of the proceedings is made, to include the testimony and evidence upon which any such appeal is to be based.

In accordance with the Americans with Disabilities Act, persons requiring special accommodation to participate in this proceeding should contact the City Clerk's Office at 386-329-0100 no later than 24 hrs prior to the proceedings.

**May 13, 2016 Selection Committee Meeting Notes:**

All members of the Selection Committee were present.

Mr. Griffith asked if everyone understood the criteria; they all responded with Yes.

Mr. Griffith then asked if everyone was ready to rank. They decided on the average score; everyone was in favor of choosing the average score.

See rankings attached.



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**Adopt Resolution No. 2016-12-38** declaring as surplus the 2005 Sterling Rear loader Sanitation Collection Unit #84 and accepting a bid from Nextran Truck Center of Jacksonville in the amount of \$413,822.86 for the purchase of two (2) 2016 Mack Refuse Collection Trucks with EZPack G300C25 Body, plus \$5,162.95 to install a rear roll-bar dumper to one body, per the results of ITB-2016-06

### **SUMMARY:**

Sanitation Collection Unit #84 needs to be replaced and is due to be replaced as scheduled on the City's 5-year Capital Improvement Plan. After developing specifications, the City sought and received four proposals for the replacement of two rear loaders on May 18, 2016.

The lowest bid was submitted by Southern Sewer Equipment. However, this bid included exceptions to the bid. They included; a different paint; camera system, packing type; and side access door. Upon further review it should also be noted that the body is a Cobra Magnum made of 10 gauge metal. The bid specifications called for an EZ Pack body. The EZ Pack body is made of 7 gauge metal. The next lowest bid was submitted from Nextran with a Pac-Mac body. While this body is comparable it is different from the majority of the other City refuse trucks. Considering the current level of fleet maintenance staff staff recommends staying with the specified body style for ease of maintenance. The bids are as follows:

1. Southern Sewer - \$197,478 (Cobra Body)
2. Nextran - \$200,736.85 (Pac Mac Body)
3. Nextran - \$206,911.43 (Ez Pac Body)
4. Nextran - \$216,455.27 (McNeilus Body)

Staff recommends awarding the bid to Nextran in the amount of \$206,911.43 per unit for the EZ Pac body. This bid meets all of the bid specifications and is considered the lowest most responsive bid. Staff also recommends the installation of one roll-bar dumper on one unit at an additional cost of \$5,162.95.

This Resolution will declare Sanitation Unit #84 as surplus so that it can be disposed of or sold to the highest bidder. It will also award the bid for two sanitation rear-packer units to Nextran Truck Center of Jacksonville, based upon their May 18, 2016 proposal.

This is a budgeted item. Financing for this item is being secured and will be considered as a separate item.

**RECOMMENDED ACTION:**

**Adopt the resolution surplussing the 2005 Sterling Sanitation Collection Truck (Unit #84) and award the bid for two (2) new 2016 Mack Rear-loading Sanitation Collection Trucks, one with rear roll-bar, to Nextran Truck Center of Jacksonville in the amount of \$413,822.86 plus \$5,162.95 to install one roll-bar dumper.**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Resolution	Resolution
▫ Bid Tally Sheet	Backup Material
▫ Advertisement	Backup Material
▫ Nextran Bid	Backup Material
▫ Pricing for unit with Roll-Bar Dumper	Backup Material

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	5/19/2016 - 10:23 AM
City Clerk	Driggers, Betsy	Approved	5/19/2016 - 2:57 PM

**RESOLUTION NO. 2016 – 12 - 38**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, DECLARING SANITATION UNIT #84 TO BE SURPLUS; DIRECTING THE CITY MANAGER TO DISPOSE OF SURPLUS PROPERTY IN ACCORDANCE WITH CITY ADMINISTRATIVE PROCEDURES; AND AWARDING THE BID FOR TWO REAR LOADERS TO NEXTRAN TRUCK CENTER OF JACKSONVILLE BASED UPON THEIR MAY 18, 2016 BID IN THE AMOUNT OF \$413,822.86 PLUS \$5,162.95 TO INSTALL A ROLL-BAR DUMPER ON ONE UNIT**

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

**WHEREAS**, The City of Palatka (the City) owns a 2005 Sterling Rear Load Sanitation Packer, VIN#2FZHATDC56AW44695, City ID #9440/Unit #84; and

**WHEREAS**, this property has become obsolete over time, and City Staff has recommended that the property be deemed surplus and replaced; and

**WHEREAS**, four bids for the replacement of two Sanitation Collection Units were received and considered; and

**WHEREAS**, upon review and comparison of the bids received, it has been determined that Nextran Truck Center of Jacksonville has submitted the lowest, most responsive proposal for a Rear Loader Sanitation Collection Unit; and

**WHEREAS**, the City Commission has determined that it is in the best interest of the City to 1) declare the property described herein to be surplus property for disposal in accordance with administrative procedures, and 2) to award the bid for the replacement of two vehicles to Nextran Truck Center of Jacksonville based upon their proposal dated May 18, 2014 in the amount of \$413,822.86 plus \$5,162.95 to install a rear roll bar dumper on one truck, such proposal(s) to be incorporated herein by reference.

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

- Section 1: The above recitals are true and correct, and are incorporated herein by reference;
- Section 2: The property described as a 2005 Sterling Rear Load Sanitation Packer, VIN#2FZHATDC56AW44695, City ID #9440/Unit 84 is declared to be surplus property to be disposed of in accordance with administrative procedures;

Section 3: The City Manager is hereby authorized to dispose of the surplus property in a manner consistent with administrative procedures, and to amend the City's inventory accordingly.

Section 4: That the bid for two 2017 Mack GU813 Truck with EZ PacG300C25 Packer Unit in the total amount of \$413,822.86 plus \$5,162.95 to install a rear roll bar dumper on one truck is hereby awarded to Nextran Truck Center of Jacksonville, based upon their bid dated May 18, 2016.

**PASSED AND ADOPTED** this 26<sup>th</sup> day of May, 2016, by the City Commission of the City of Palatka, Florida.

**PALATKA CITY COMMISSION**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND  
LEGALITY:**

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

City of Palatka  
Bid Opening

Date 5/18/16

Project Sanitation Rear Loader ITB 16-06

Opened by: Vicki Young

Department \_\_\_\_\_

Read by: Betsy Driggers

Bidder name	Addendums?	Base Bid Amount		
1. <u>Nextran - Jay</u>		<u>Mack Chassis</u> \$200,736.85	<u>Body</u> \$ Pac-Mac RLX25	\$
2. <u>Nextran - Jay</u>		\$206,911.43	\$ EZ pack G300C25	\$
3. <u>Nextran - Jay</u>		\$204,455.27	\$ Mercedes 2516	\$
4. <u>Southern Sewer Equip</u> <u>Ft. Pierce</u>		\$197,478	\$ <u>Copra Magnem</u> 25	\$
5.		\$	\$	\$
6.		\$	\$	\$
7.		\$	\$	\$

Witnesses: \_\_\_\_\_

\_\_\_\_\_

## **PUBLIC NOTICE**

**ITB NO. 2016-06**

### **PUBLIC WORKS REFUSE REAR LOADERS**

The City of Palatka hereby requests bids from responsible firms for two (2) MACK MP7-405M rear loaders or equal. The City shall select the lowest and most responsive bid. A complete copy of this Invitation to Bid with required forms can be found on the City's website at [www.palatka-fl.gov](http://www.palatka-fl.gov). All interested parties must register with the City by email to the ITB Contact with their name, email address, mailing address and telephone number to receive any future changes, additions, addendums or notices concerning this ITB. Any qualified individual or firm desiring to provide the required professional services should submit one (1) original and one (1) copy in a sealed envelope marked "RESPONSE TO INVITATION TO BID #2016-06" no later than 3:00 p.m. on May 25, 2016. Responses shall be submitted by mail, courier or in person at City of Palatka, ATTN: City Clerk, 201 N. 2nd Street, 32177.

To register, for more information or to submit questions, please send an email to Jonathan Griffith at [jcgriffith@palatka-fl.gov](mailto:jcgriffith@palatka-fl.gov). The City reserves the right to enter into agreements with multiple respondents, purchase only one (1) rear loader, waive any irregularities submitted, reject any and/or all submittals, re-advertise, and accept any submittals deemed to be in the best interest of the City. EOE/DFWP

5/4/16  
Legal No. 00042277



**Especially Prepared For:**

**Jonathan Griffith  
City of Palatka  
201 North Second Street  
Palatka, FL 32177**

**Presented By:**

**Ken Vargas  
Nextran Truck Center, Jacksonville**

**1986 W. Beaver Street  
Jacksonville, Florida 32209  
kvargas@nextrancorp.com  
www.nextranusa.com**



This Bid is for:

One 2017 Mack GU813 MP7 405 HP with EZ Pack G300C 25 Body.

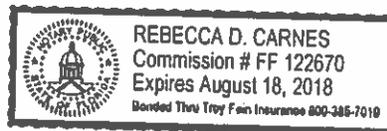
Lump Sum Bid of \$206,911.43

Mike Graber

Sales Manager

Sworn to and subscribed before me this 16th day of May, 2016  
by Mike Graber, who is personally known to me.

*Rebecca D. Carnes*  
Notary Public





# CHASSIS SPECIFICATIONS SUMMARY

May 13, 2016

## 2017 MACK GU813

REFUSE, REAR LOADER. On/Off Hwy  
STRAIGHT TRUCK WITHOUT TRAILER

<b>Engine</b>	MACK MP7-405M 405HP	<b>Transmission</b>	4500-RDS-6
		<b>Clutch</b>	OMIT CLUTCH
<b>Front Axle</b>	20,000# FXL20	<b>Rear Axle</b>	46,000# S462 Ratio 4.50
<b>Suspension</b>	20,000#	<b>Suspension</b>	46,000# SS462
<b>Tires</b>	Front: 315/80R22.5 Rear: 11R22.5	<b>Wheels</b>	22.5x9.0 STEEL DISC (10-HOLE) 22.5x8.25 STEEL DISC (10 HOLE)
<b>Ratings</b>	GVW: 66,000#	<b>Fuel Tanks</b>	LH: 66gal
<b>Fifth Wheel</b>		<b>Sleeper</b>	

### PRICING SUMMARY

	<u>List Price</u>
<b>CHASSIS BASE</b>	<b>\$200,944.00</b>
Factory Options	\$17,283.00
Allison Pricing	\$10,440.00
Freight	\$2,100.00
Less Additional Factory Rebate	
Sales Allowances	
<b>TOTAL FACTORY</b>	<b>\$230,767.00</b>
Locally Installed Options	\$74,251.58
Soft Products/Bulldog Protection Plans	\$0.00
<b>TOTAL FACTORY &amp; LOCAL</b>	<b>\$305,018.58</b>
Less Customer Discount from List	\$97,782.45
<b>SELLING PRICE (Excluding Taxes/Fees/Trade)</b>	<b>\$207,236.13</b>
Less Trade Allowances per New Vehicle	\$0.00
<b>QUOTED PRICE OR TRADE DIFFERENCE</b>	<b>\$207,236.13</b>
Surcharge	\$0.00
Net FRET or Canadian GST Taxes	\$0.00
Tire Tax Credit (Municipal Only)	(\$324.70)
Sales/Usage Taxes	\$0.00
License/Title/Etc.	
Misc Fees not subject to FRET	
<b>ACQUISITION COST (Include Trade if applies)</b>	<b>\$206,911.43</b>
Less Down Payment	
<b>BALANCE DUE Per Unit</b>	<b>\$206,911.43</b>
<b>PRICE (Total Order)</b>	<b>\$0.00</b>
<b>BALANCE DUE (Total Order)</b>	<b>\$0.00</b>

Total Quantity: 0

Estimated Total Weight: 19,401#

Reference#: AIRU003017A

x \_\_\_\_\_  
Prepared For: Customer Signature Date

x \_\_\_\_\_ 5-16-2016  
Presented By: Dealer Signature Date

City of Palatka  
201 North Second Street  
Palatka, FL 32177  
Phone: 386-329-0103  
Fax: --

Ken Vargas  
Nextran Truck Center, Jacksonville  
Jacksonville, Florida 32209  
904-354-3721  
kvargas@nextrancorp.com  
www.nextranusa.com

# GU813

## CHASSIS SPECIFICATIONS



Dealer: Nextran Truck Center, Jacksonville  
904-354-3721

Sales Person:  
Ken Vargas

Customer: City of Palatka  
(386) 329-0103

Reference #: AIRU003017A  
Model Year: 2017

### ORDER/CUSTOMER/VEHICLE INFORMATION

Initial Registration Location, Florida  
Language, English  
Idle Emission Certification, Idle Emission Certification - Carb 08  
Type Of Service, Municipal  
Vehicle Application Class, Heavy Vocational - Unlimited Operation On ...  
Vehicle Type, Straight Truck Without Trailer  
Vehicle Use And Body/Trailer Type, Refuse, Rear Loader. On/Off Hwy  
Brake - Stopping Distance, Brake Regulation, Stopping Distance 94M ...  
Price Book Level, 2017A Price Book Level  
Product Class, Product Class 28

### OPERATING CONDITIONS

Topography, Grades <3% Greater Than 98% Of Driving Distance Max ...  
Transportation Cycle, Vocational  
Road Condition, Well Maintained Surfaced Roads >95% Driving ...  
Ambient Temperature Upper Limit, Ambient Temperature Very Hot ...

### BVS/FRT AXLE POS/SALES PACKAGES

Chassis (Base Model), GU803 6-WHEEL Truck  
Chassis Packaging Solutions, Package 1 Includes: Hhs Emission, B ...

### ENGINE/TRANSMISSION/CLUTCH

Engine, Mack MP7-405M 405 Hp @1500-1900 Rpm (Peak) 1480 Lb ...  
Transmission, 6 Speed Automatic, Allison 4500-RDS-6 (4.70/0.67) ...  
Clutch, Omit Clutch

### EXHAUST/EMISSIONS

Dpf, Cleartech Hhs Dpf RH Side Under Cab With Scr Frame Mtd RH ...  
Exhaust AFTER-TREATMENT System, Exhaust ...  
Exhaust, Exhaust - Single Stanchion Or Single Cab Mtd, Single (R/S) ...  
Furnish Steel Painted Heat Shield For Frame Mtd Mack Cap Dpf

### ENGINE EQUIPMENT

Air Compressor, Meritor/Wabco 318 18.7 CFM  
Alternator, Delco 12V 130A (24SI) BRUSH-TYPE  
Batteries, (3) Mack 12V M/F Group 31 650/1950 CCA Threaded Stud ...  
Bug Screen, Radiator Mounted  
To -34 Degrees F (-37 Degrees C)  
Mack Coolant Conditioner  
Engine Brake, Mack Powerleash  
Fan Drive, Behr Fan And Electronic Modulating Fan Drive  
FUEL-WATER Separator, Mack With Manual Drain Valve (Integral ...  
Hoses - Radiator/Heater, Mack Brand Epdm Radiator & Heater Hoses  
Oil Pan, Oil Pan  
Oil Pan Heater, W/O Oil Pan Heater

W/O Engine Cold Start Aid

Tether Device, W/O Tether Device

### TRANSMISSION EQUIPMENT/DRIVELINES

Clutch Assist (Air), Information Is Not Required  
Clutch Pedal, W/O Clutch Pedal  
Mdrive - Parker Pump, W/O Parker Pump

### TRANSMISSION EQUIPMENT/DRIVELINES cont...

Transmission Shift Settings, W/O Transmission Shift Settings  
Transmission PTO1 Splitter Range, W/O PTO1 For Splitter Range  
Transmission PTO2 Splitter Range, W/O PTO2 Splitter Range  
Transmission Bell Housing, Aluminum  
W/O Transmission Dustproofing  
Furnish For Allison Transmission With Direct Mount Cooler  
Synthetic Lubricant - Transmission, Transynd Synthetic Lube For ...  
Vocational Package - Allison, Allison Gen 5 Package #223, On/Off ...  
Without Driveshaft Guard For Center Bearing  
Driveline - Main, Meritor 18 Mxl "XTENDED LUBE"  
Driveline - Interaxle, Meritor 18 Mxl "XTENDED LUBE"

### CAB (A thru G)

Mack (Bergstrom) Integral With Heater Combination Heater/Defroster ...  
Air Restriction Monitor (Intake), Air Restriction Monitor (Displayed In ...  
Cab Configurations, LH-DRIVE CA68 Conv Cab  
Without Cab Cleanout  
Cab Mounting, Air Suspension  
Certified Weight  
W/O Misc Elect Switches Option  
Park Brake And Engine Running Activated  
(4) Dome Lamps - Door And Switch Activated  
Fender Extensions, Fender Extensions  
Without Rear Axle Oil Temperature Gauge  
W/O Inside/Outside Temp Gauge Option  
Gear Shift, Dash Mounted Shifter  
Black Finish Exterior Cab Grab Handles, Black Finish Grab Handle ...  
Grille - Hood Air Intake, Grille Painted Gray

### CAB (H thru R)

Headliner, Vinyl Covered Foam Padded Headliner  
Painted Hood Latches  
Horn - Electric, Single Tone  
Identification/Clearance Lights, (5) Marker And Clearance, ...  
IN-DASH Storage, W/O Upper Storage Option  
Instrument Cluster Display, CO-PILOT Driver Display, Enhanced 4.5" ...  
Interior Trim (Purebred - Sandstone) Vinyl Headliner & Seat ...  
Mirrors - Convex Type, Bright Finish, LH & RH, 8" Dia. Convex  
Overhead Console, (2) Storage Compartments And Net Retainers ...  
Am/Fm Premium Stereo, CD-PLAYER, MP3, Weatherband, ...

### CAB (S thru Z)

Seat - Driver, Bostrom Talladega 915 (MID-BACK) Air Suspension  
Seat - Rider, Extended, NON-SUSPENSION With Seat Belts (2)  
Seat Arm Rests, W/O Arm Rests  
Seat Covering, All Vinyl Driver & Rider Seats  
Lap And Shoulder For Driver And Outboard Rider And Lap Belt For ...  
W/O Roof Vent Ventilation  
Steering Column, Adjustable Tilt Telescope  
Steering Wheel, Two Spoke Urethane Grip Painted Spokes

## CAB (S thru Z) cont...

Storage Pouch Rear  
Sun Visor - Interior, Both Sides (Padded Vinyl)  
Turn Signal Switch, Self Cancelling Turn Signals  
Windshield, 2-PIECE Windshield  
Windshield Washer Reservoir, W/O Windshield Washer Option

## FRAME EQUIPMENT/FUEL TANKS

Bumper - Front, EXT.-SWEPT BACK-STEEL Channel 122.5"/3112 ...  
Crossmembers, Boc And Intermediate Crossmembers, Hd I-BEAM  
Crossmember (Behind Rear Axle), W/O Optional Crossmembers ...  
Without Fifth Wheel Mounting Angles  
Front Frame Extension, 6" Bolt On Frame Extension  
Towing Device - Front, Hooks  
Fuel Tank - LH, 66 Gallon (250 L) Steel Round  
Fuel Tank - RH, Omit RH Standard  
Fuel Tanks - Bright Finish, W/O Special Finish Fuel Tank  
11.8 Gallon (45 L) 22" Diameter Tank Left Side Frame Mtd  
Painted Finish Def Tank Cover  
W/O Fuel Line Option  
Furnish Standard Fuel Tank Cap  
W/O Isolated Tank(S)  
Relocate Fuel Tank, W/O Relocated Fuel Tank(S)

## FRONT AXLE/EQUIPMENT/TIRES

Front Axle, 20000# (9072kg) Mack FXL20 Wide Pivot Center Straight ...  
Front Axle - Twin Steer, With Single Steer Front Axle  
Tires Brand/Type - Front, Bridgestone - Tubeless Radial Ply, (2) ...  
Wheels - Front, Steel Disc (10-HOLE)  
(2) 22.5x9.0 Accuride 10-HOLE Hub Piloted (11 1/4"/286mm Bc)  
Wheels - Polished (Front), W/O Front Disc Wheel Bright Finish  
Brakes - Front, Meritor "S" Cam Type 16.5" X 6" Q+  
Brake Drums - Front, Cast Outboard Mounted  
Hubs - Front, Ferrous  
Slack Adjusters - Front, Meritor - Automatic  
Springs - Front, Mack Taperleaf 20000# (9072kg) Ground Load Rating  
Steering, M100P + M90 Sheppard Power

## REAR AXLE/EQUIPMENT/TIRES/RATIOS

Rear Axle/Suspension, 46000# (20866kg) Mack S462 (268 1020) ...  
4S/4M System Rear Wheel End Sensors  
W/O Wide Track Axle Option  
Tires Brand/Type - Rear, Bridgestone - Tubeless Radial Ply, (8) ...  
Carrier/Ratio - Rear Axle, CRDP150/151, 4.50 Ratio  
Wheels - Rear, Steel Disc (10 Hole)  
(8) 22.5x8.25 (210 mm) Accuride 10-HOLE Hub Piloted (Two Hand ...  
Brakes - Rear, Meritor "S" Cam 16.5"x7" Q+  
Brake Drums - Rear, Cast Outboard Mounted  
Hubs - Rear, Ferrous  
Power Divider Lockout With Warning Light And Buzzer (Includes In ...  
W/O Shock Insulators  
Slack Adjusters - Rear, Meritor - Automatic  
Suspension - Height Control Kit, W/O Air Suspension Height Control  
Air Suspension Dump Warning, Without Air Suspension Dump ...  
Springs, ANTI-SWAY  
Rear Spring Brake Chambers 30/30 Type

## REAR AXLE/EQUIPMENT/TIRES/RATIOS cont...

Synthetic Lubricant - Rear Axle, Factory Option Lube Rear Axle  
Transverse Torque Rod (Rear Axle Only)  
W/O Protective Nylon Spacer Between Discs Wheel To Drum  
Standard Wheel Stud Option

## FRAME/WHEELBASE/PLATFORM

Wheelbase, 230" (5835 mm) WB 164" CA (4172 mm)  
Platform, 227" LP (5767 mm) 62" AF (1580 mm) Used With 230" WB  
Frame Rails, 11.811" X 4.13" X .44" (300 X 105 X 11.1mm) Steel ...  
Frame Reinforcement - Inside, 5MM Steel Channel Used with ...

## AIR/BRAKE

Air Dryer, Meritor/Wabco Heated Air Dryer, 1200 With Coalescing Oil ...  
W/O Relocated Air Tanks  
ANTI-LOCK Brake System, Meritor Wabco Abs With Auto Traction ...  
Air Control Valves - Vendor, Meritor/Wabco Switches And Valves ...  
Drain Valves, Manual (Petcock) Drain Valves On All Tanks  
Increased Air Capacity, W/O Increased Air Reservoir Capacity  
W/O Trailer Access Package

## TRAILER CONNECTIONS

Trailer Air Connections, Omit Trailer Air Brake Connections  
Without Hose Tender  
W/O Trailer Air Hoses  
W/O Trailer Electrical Cable  
Trailer Electrical Receptacle, Without Trailer Electrical Receptacle  
Omit Trailer Connectors Holder

## ELECTRICAL

BACK-UP Alarm, W/O BACK-UP Alarm  
W/O Optional Dash Mtd. Light  
Chassis & Power Harness With Heavy Duty Casing  
"BODY LINK" iii With Cab PASS-THRU  
Rear Lighting, Furnish Rear Lighting

## PAINT

Paint - Cab Exterior, Single Color, Mack Blue [pgp: P9030]  
Paint - Chassis Running Gear, Mack Black (Urethane)  
Paint - Bumper, Same As Chassis Running Gear  
Paint - Fuel Tank, Same As Chassis Running Gear

## PAINT PROCESS CODES

Same Color As Chassis Running Gear (5ZB-A1X)  
Chassis Running Gear - Std Color (Mack Black) (6AB-Z1X)  
Same Color As Chassis Running Gear (7HB-A1X)  
W/O Custom Paint For Hub&drum/Spokes (5YB-Z1X)  
W/O Custom Painted Front/Rear Rim/Wheel (6BB-Z1X)

## PTO/SPECIALTY/ADDITIONAL EQUIPMENT

PTO - Rear Engine (Repto), Without Rear Engine Power Take Off  
Torque Converter TC541  
W/O Special Decals

## V-MAC IV PROGRAMMABLE PARAMETERS

Daytime Running Lights Without Override Switch  
Fuel Economy Incentive For Use With Instrument Cluster Display ...  
Governor Settings For Use With Automatic Transmissions

## DEALER INFORMATION

Engine Warranty, 2YR/250,000 Miles Engine Warranty US10  
Ez Pack G300C-25

# GU813 - 2017

**DEALER INFORMATION cont..**

Tri And Ext

Pack

Marketing Promotion, No Fmv Lease, Trade Back Residual Or Trade ...

**SOFT PRODUCTS/BULLDOG PROTECTION**

2 Years Coverage

No Partnered Services Provided

**ESTIMATED WEIGHT TOTAL(s)**

Front 10388#, Rear 9013#, Total 19401#



March 7, 2016  
Shipping # 49818 - 30144

cc:Dawn Hedge

Axalta Coating Systems  
Applied Corporate Center  
50 Applied Bank Boulevard  
Suite 300/358-3  
Glen Mills, PA 19342

Nextran Truck Centers  
1986 W. Beaver Street  
Jacksonville, FL 32209  
Attn: Ken Vargas  
904-651-3675

Mack

Dear Ken :

Enclosed is(are) the following color standard(s) you requested:

S=Solid

M= Metallic/Aluminum

P=Pearl/Mica

P=2-F7991 EB

M=735413 EB

MACK : Fax a copy of this letter with an approval signature and signed off on the back of the panel, ASAP, but no later than, 5 working days of receipt of panel. If color is approved, fax a copy of this letter and a signed off back of panel to Mack Sales Engineering. A PID code will be created and e-mailed to you so you can GS3 your order.

**Please send by return fax:**

**610-351-8791 attn: Frank Erceg (Mack Sales Engineering)**

If the color is rejected, you need to provide a sample of the color requested. Please be sure the color is sprayed to accuracy on a 3" x 5" panel. We will then develop a match to your standard and send additional standards for your approval.

Sincerely,

Pamela L Wiley

Color Coordinator  
Phone: 1-800-569-1080

Approved by:

Date:

3/22/16



**F7991 EB**  
**PATRIOT BLUE**

Imron Elite  
3.5 VOC  
Base Clear  
Formula Date

11/4/2010

Standard Date

5/22/2014

Official Color Standard  
Axalta Coating Systems

E.C. 3-22-16  
Customer Approval / Date



# SALES QUOTE

SALES QUOTE #: SQ-02879

DATE: 04/08/2016

NET TERMS: NET 30 DAYS - INTEREST @1.5% PER MONTH

**WEP OF TAMPA, LLC**  
 4902 SOUTH 16TH AVENUE, SUITE E  
 TAMPA, FL 33619  
 PHONE: (813) 241-1900  
 FAX: (954) 532-7439

**BILL TO:** Nextran-Jacksonville  
 1986 W. BEAVER STREET  
  
 JACKSONVILLE, FL 32209  
 United States

**SHIP TO:** Nextran-Jacksonville  
 1986 W. BEAVER STREET  
 JACKSONVILLE, FL 32209  
 United States

Reference Number: Competitive Bid - City of Palatka Residential REL  
 DUE DATE: 04/08/2016

SHIP VIA	MESSAGE
Big Truck Transportation	Competitive Bid - City of Palatka Residential REL

ITEM ID	ITEM NAME	QUANTITY	PRICE	EXTENDED PRICE
QX-EZ-REL-G300C-25	E-Z PACK GOLIATH G300C 25YD REAR LOADER WITH ONE COLOR POWDER COAT PAINT AND FACTORY MOUNT INCLUDED	1	\$57068.64	\$57,068.64
QX-EZ-REL-P07	HOT SHIFT PTO	1	\$1286.25	\$1,286.25
SHIPPING	SHIPPING	1	\$2400.00	\$2,400.00
QX-EZ-REL-B10	TELESCOPING SIDE DOOR LADDER	1	\$698.66	\$698.66
QX-EZ-REL-B19	MUD FLAPS FORWARD OF TANDEMS	1	\$212.28	\$212.28
QX-EZ-REL-B35	SIDE DOOR - STREET SIDE ONLY (29" X 34") - NOW INCLUDES INTERLOCK	1	\$671.79	\$671.79
QX-EZ-REL-B40	FRONT BODY LIMB GUARD	1	\$385.16	\$385.16
QX-EZ-REL-E07	PETERSON SMART STROBES (4 LIGHTS) (REPLACES REAR TURN SIGNALS)	1	\$380.68	\$380.68
QX-EZ-REL-E08	DUAL HOPPER FLOOD LIGHTS	1	\$379.78	\$379.78
QX-EZ-REL-E09	REAR FLOOD LIGHT HIGH MOUNT IN REAR LIGHT PANEL	1	\$246.32	\$246.32
QX-EZ-REL-T11	DUAL TAP-IN KIT	1	\$2450.67	\$2,450.67
QX-EZ-REL-H01	NON-WHITE POWDER COAT PAINT [PAINT CODE: "PEARL/MICA" 2-F7991 EB (DARK BLUE)]	1	\$582.21	\$582.21
QX-WEPROTECTCS1	WEPROTECT SINGLE CAMERA SYSTEM WITH 7" COLOR MONITOR INSTALLED - NOTE INSTALL LOCATION	1	\$959.14	\$959.14
QX-SERVICE	INSTALL OF CART TIPPERS	1	\$950.00	\$950.00
QX-WEP-SPECIAL	BARKER CART TIPPER MODEL BU08400	2	\$2790.00	\$5,580.00
<b>SUBTOTAL</b>				<b>\$74,251.58</b>
<b>Sales Tax</b>				<b>\$0.00</b>
<b>TOTAL</b>				<b>\$74,251.58</b>

Remit all payments to:  
**WEP OF TAMPA, LLC**  
 4902 SOUTH 16TH AVENUE, SUITE E TAMPA, FL 33619  
 PHONE: (813) 241-1900 FAX: (954) 532-7439  
**THANK YOU FOR YOUR BUSINESS**

Option ID	Description
G300C-25	25 cubic yard capacity, 3 cubic yard hopper, powder coat paint, swing link packing system with trackless hopper design, 7ga. 100,000 PSI body side walls, outside mounted rear control valve body on tailgate, and automatic latch-unlatch tailgate with safety pins.
P7	Hot Shift PTO
B10	Telescoping side door body access ladder
B19	Mudflaps forward of rear axle
B35	Side door - street side only (29" x 34")
B40	Front body limb guard
B41	Side door interlock
E07	Peterson smart strobes (4 lights) (replaces rear turn signals)
E08	Dual hopper flood lights
E09	Rear flood light, high mount in rear light panel
T11	Dual tap-in kit for cart tippers
H01	Non-white powdercoat paint, (Dark blue) [Pearl/Mica code 2-F7991 EB]
CS1	WEProtect brand Single Camera System with 7" color monitor
BU08400	(2) Barker brand cart tipper model BU08400 mounted on rear for use with American style "2 bar" carts. City uses mostly SSI Schaefer brand containers

# Apollo A300C

MID-RANGE REAR LOADER



*Large Hopper, Low Loading Height,  
"E-Z Load" Productivity*

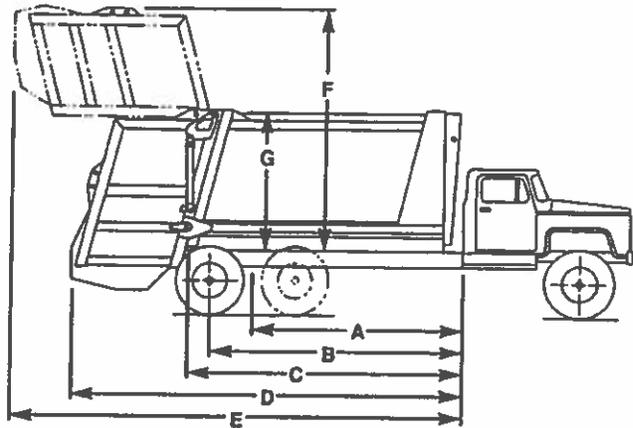
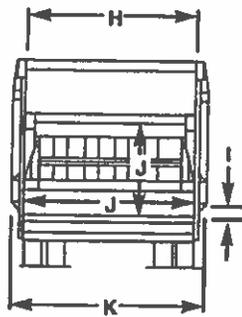


*Refuse Hauling Solutions, LLC*

# E-Z Pack

## GOLIATH G300C

### High-Compaction Rear Loader SPECIFICATIONS



MODEL	G300C-18	G300C-20	G300C-25	G300C-31
CAPACITY	18 Cu. Yd. (13.8 m <sup>3</sup> )	20 Cu. Yd. (15.3 m <sup>3</sup> )	25 Cu. Yd. (19.1 m <sup>3</sup> )	31 Cu. Yd. (23.7 m <sup>3</sup> )
A CAB TO TRUNNION (CT)	N/A	126" - 132" (3200 - 3353 mm)	156" - 162" (3962 - 4115 mm)	190" - 196" (4826 - 4978 mm)
B CAB TO AXLE	120" - 126" (3048 - 3200 mm)	138" - 144" (3505 - 3658 mm)	N/A	N/A
C DECK LENGTH CLEAR PLATFORM	155" (3937 mm)	170" (4318 mm)	204" (5182 mm)	244" (6188 mm)
D LENGTH (Including Tailgate)	223" (5664 mm)	238" (6045 mm)	272" (6909 mm)	312" (7925 mm)
E LENGTH (Tailgate Raised)	262" (6655 mm)	277" (7036 mm)	311" (7899 mm)	351" (8915 mm)
F HEIGHT (Tailgate Raised)	155.5" (3950 mm)			
G HEIGHT (Above Chassis Frame)	80.25" (2292 mm)			
H INSIDE WIDTH (Body)	91" (2311 mm)			
I LOADING HEIGHT (Below Frame)	Up to 5.5" (140 mm) below chassis frame, depending on options selected			
J LOADING OPENING	80" wide (2032 mm) x 58" (1473 mm) high			
K OUTSIDE WIDTH	96" (2438 mm)			
HOPPER CAPACITY	3 Cu. Yd. (2.3 m <sup>3</sup> )			
WEIGHT	12,140 lbs. (5507 kg)	12,410 lbs. (5629 kg)	13,025 lbs. (5908 kg)	13,825 lbs. (6271 kg)

*Chassis specifications listed are intended as general guidelines only. Each chassis selection should be made on an analysis of the weight distribution for the particular chassis/body combination including optional equipment and anticipated payloads*

CONSTRUCTION AND OPERATIONAL DETAILS	
Body Floor	7 ga. (4.55 mm) 50,000 PSI
Body Sides	7 ga. (4.55 mm) 100,000 PSI
Body Roof	10 ga. (3.42 mm) 50,000 PSI
Ejector Panel	7 ga. (4.55 mm) 50,000 PSI
Hopper Floor	1/4" (6.35 mm) 155,000 PSI 400 BHN
Hopper Sides	Lower 1/4" (6.35 mm) 100,000 PSI Upper 7 ga. (4.55 mm) 50,000 PSI
Packing Panel	7 ga. (4.55 mm) 50,000 PSI
Packing Cylinders (2)	5-1/2" (140 mm) (D.A.)
Sweep Cylinders (2)	4" (102 mm) (D.A.)
Tailgate Cylinders (2)	3" (76 mm) (D.A.)
Ejector Cylinder (1)	18 Yd - 6-1/2" (165 mm) 2-Stage DA 20 Yd - 6-1/2" (165 mm) 2-Stage DA 25 Yd - 6-1/2" (165 mm) 3-Stage DA 31 Yd - 7-1/2" (191 mm) 4-Stage DA
Hydraulic Oil Tank	37 Gallons (140 Liters)
Hydraulic Pump	27 G.P.M. @ 1200 RPM (102 Liter/Min.)
Hydraulic Filters	Suction - 100 Mesh Return - 10 Micron
System Operating Pressure	2,200 PSI

**SPECIAL NOTES:**  
 1) PTO Requirements are 44 HP @ 1200 RPM (Torque Rating 212 Ft. Lb.) Minimum  
 2) Chassis MUST be equipped with diesel engine and requires variable speed governor with body builders connection for engine remote throttle, programmed and preset to approximately 1400 RPM.  
 3) Chassis lighting must be set up and programmed for heavy duty package and duplicate independent stop and turn signals

### Standard Equipment

- Manual Controls
- Tailgate Props
- Back Up Alarm
- Body Lifting Eyes
- High Mount Light Package
- ICC Lights and Reflectors Meet DOT Requirements
- Non-Skid Riding Steps at Rear Corners of Tailgate
- Streetside and Curbside Buzzers
- Automatic Latch-Unlatch Tailgate

### Optional Equipment

- Air Shift or Hot Shift PTO's
- Street Side Access Door
- Front Mount Pump
- Dual Hopper Flood Lights
- Rear Body Side Liner
- 10,000 lb. (4536 kg) Overhead Winch\*
- 14,000 lb. (6350 kg) Reaving Cylinder Winch\*
- System Pressure Gauge
- 1-3 Yard (.76 - 2.3 m<sup>3</sup>) Hydraulic Container Attachment

\* Optional Container Dumping Devices Handle Containers up to 10 Cubic Yards (7.6 m<sup>3</sup>)

### Operational Features

- **COMPACTION CYCLE:**  
Manual hydraulic, automatic split cycle, fully reversible
- **CYCLE TIME:**  
28-30 seconds, reload @ 10-12 seconds
- **PACKER PANEL:**  
Curved, one-piece construction
- **EJECTOR PANEL:**  
Travels in steel guide shoes, floor level track
- **PACKING CYLINDERS:**  
Positioned away from refuse for trouble-free operation
- **EJECTOR CYLINDER:**  
Heavy Duty, double-acting, telescopic

E-Z Pack Refuse Hauling Solutions, LLC reserves the right under its Product Improvement Program to modify construction and/or design and furnish equipment without reference to illustrations and specifications shown herein. All specifications are subject to change without notice.



Refuse Hauling Solutions, LLC

E-Z Pack Refuse Hauling Solutions, LLC  
 200 Ladish Road • Cynthia, KY 41031  
 Phone 859-234-1100 • Fax 859-234-0061  
 www.ezpacktrucks.com

Authorized Distributor:



## References:

Cappsland Management and Trucking Inc.

8719 West Beaver Street

Jacksonville, Florida 32220

Joann Capps President

904-693-8644

J & C Trucking LLC

8621 Die Hard Lane

Jacksonville, Florida 32220

Jodie Durance Owner

Florida Rock and Tank Lines Inc.

200 West Forsyth Street 7<sup>th</sup> Floor

Jacksonville, Florida 32202

Ed Woodall

904-396-5733



ATTACHMENT "B"

CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A),  
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER  
OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract for Nextran Corporation  
dba Nextran Truck Center Jacksonville.
2. This sworn statement is submitted by (entity) Nextran Corporation whose business address  
is 1986 W. Beaver St Jax, FL 32209 and (if applicable) Federal Employer Identification  
Number (FEIN) is 59-3139839 ( If a Sole Proprietor and you have no FEIN, include  
the last four (4) digits of your Social Security Number: N/A.)
3. My name is Ken Vargas and my relationship to the entity named above is  
Account Manager.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes,  
means a violation of any state or federal law by a person with respect to and directly related to the  
transaction of business with any public entity or with an agency or political subdivision of any other  
state or with the United States, including, but not limited to, any proposal or contract for goods or  
services to be provided to any public entity or any agency or political subdivision of any other state  
or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering,  
conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida  
Statutes, means finding of guilt or a conviction of a public entity crime with or without an  
adjudication of guilt, in any federal or state trial court of records relating to charges brought by  
indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a  
plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity  
and who has been convicted of a public entity crime. The term "affiliate" includes those  
officers, directors, executives, partners, shareholders, employees, members, and agents who are  
active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares  
constituting a controlling income among persons when not for fair interest in another person, or  
a pooling of equipment or income among persons when not for fair market value under a length  
agreement, shall be a prima facie case that one person controls another person. A person who  
was knowingly convicted of a public entity crime, in Florida during the preceding 36 months  
shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any  
natural person or entity organized under the laws of the state or of the United States with the legal  
power to enter into a binding contract for provision of goods or services let by a public entity, or

which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Ken Vargas

Name (Print)

*Ken Vargas*

5/6/2016

Signature

Date:

STATE OF FLORIDA

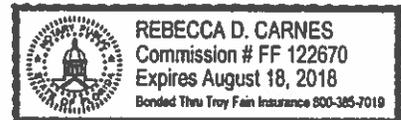
COUNTY OF DUVAL

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 6<sup>th</sup> day of MAY, 2016, and is personally known to me, or has provided \_\_\_\_\_ as identification.

*Rebecca D. Carnes*

Notary Public

My Commission expires:



ATTACHMENT "C"

CITY OF PALATKA

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace, a business shall:

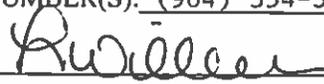
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee understands the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction, require a fine or require satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: Nextran Corporation dba Nextran Truck Center Jacksonville

CITY: Jacksonville STATE: FL ZIP CODE: 32209

TELEPHONE NUMBER(S): (904) 354-3721 Office

SIGNATURE: 

NAME (TYPED OR PRINTED): Linda Willey TITLE: Director of HR

EMAIL: lwilley@nextrancorp.com



# CHASSIS SPECIFICATIONS SUMMARY

May 13, 2016

## 2017 MACK GU813

REFUSE, REAR LOADER. On/Off Hwy  
STRAIGHT TRUCK WITHOUT TRAILER

Engine	MACK MP7-405M 405HP	Transmission	4500-RDS-6
		Clutch	OMIT CLUTCH
Front Axle	20,000# FXL20	Rear Axle	46,000# S462 Ratio 4.50
Suspension	20,000#	Suspension	46,000# SS462
Tires	Front: 315/80R22.5 Rear: 11R22.5	Wheels	22.5x9.0 STEEL DISC (10-HOLE) 22.5x8.25 STEEL DISC (10 HOLE)
Ratings	GVW: 66,000#	Fuel Tanks	LH: 66gal
Fifth Wheel		Sleeper	

### PRICING SUMMARY

	List Price
<b>CHASSIS BASE</b>	<b>\$200,944.00</b>
Factory Options	\$17,283.00
Allison Pricing	\$10,440.00
Freight	\$2,100.00
Less Additional Factory Rebate	
Sales Allowances	
<b>TOTAL FACTORY</b>	<b>\$230,767.00</b>
Locally Installed Options	\$79,414.53
Soft Products/Bulldog Protection Plans	\$0.00
<b>TOTAL FACTORY &amp; LOCAL</b>	<b>\$310,181.53</b>
Less Customer Discount from List	\$97,782.45
<b>SELLING PRICE (Excluding Taxes/Fees/Trade)</b>	<b>\$212,399.08</b>
Less Trade Allowances per New Vehicle	\$0.00
<b>QUOTED PRICE OR TRADE DIFFERENCE</b>	<b>\$212,399.08</b>
Surcharge	\$0.00
Net FRET or Canadian GST Taxes	\$0.00
Tire Tax Credit (Municipal Only)	(\$324.70)
Sales/Usage Taxes	\$0.00
License/Title/Etc.	
Misc Fees not subject to FRET	
<b>ACQUISITION COST (Include Trade if applies)</b>	<b>\$212,074.38</b>
Less Down Payment	
<b>BALANCE DUE Per Unit</b>	<b>\$212,074.38</b>
<b>PRICE (Total Order)</b>	<b>\$0.00</b>
<b>BALANCE DUE (Total Order)</b>	<b>\$0.00</b>

*Total price for (1) unit  
with added rear roll bar*

Total Quantity: 0

Estimated Total Weight: 19,401#

Reference#: AIRU003117A

X \_\_\_\_\_  
 Prepared For: \_\_\_\_\_ Customer Signature \_\_\_\_\_ Date \_\_\_\_\_  
 City of Palatka  
 201 North Second Street  
 Palatka, FL 32177  
 Phone: 386-329-0103  
 Fax: --

X \_\_\_\_\_  
 Presented By: \_\_\_\_\_ Dealer Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Ken Vargas  
 Nextran Truck Center, Jacksonville  
 Jacksonville, Florida 32209  
 904-354-3721  
 kvargas@nexttrancorp.com  
 www.nexttrancorp.com



# SALES QUOTE

SALES QUOTE #: SQ-03117

DATE: 05/13/2016

NET TERMS: NET 30 DAYS - INTEREST @1.5% PER MONTH

**WEP OF TAMPA, LLC**  
 4902 SOUTH 16TH AVENUE, SUITE E  
 TAMPA, FL 33619  
 PHONE: (813) 241-1900  
 FAX: (954) 532-7439

**BILL TO:** Nextran-Jacksonville  
 1986 W. BEAVER STREET  
  
 JACKSONVILLE, FL 32209  
 United States

**SHIP TO:** Nextran-Jacksonville  
 1986 W. BEAVER STREET  
 JACKSONVILLE, FL 32209  
 United States

Reference Number: Competitive Bid - City of Palatka Residential REL with roll-bar dumper  
 DUE DATE: 05/13/2016

SHIP VIA	MESSAGE
Big Truck Transportation	Competitive Bid - City of Palatka Residential REL with roll-bar dumper

ITEM ID	ITEM NAME	QUANTITY	PRICE	EXTENDED PRICE
QX-EZ-REL-G300C-25	E-Z PACK GOLIATH G300C 25YD REAR LOADER WITH ONE COLOR POWDER COAT PAINT AND FACTORY MOUNT INCLUDED	1	\$57068.64	\$57,068.64
QX-EZ-REL-P07	HOT SHIFT PTO	1	\$1286.25	\$1,286.25
SHIPPING	SHIPPING	1	\$2400.00	\$2,400.00
QX-EZ-REL-B10	TELESCOPING SIDE DOOR LADDER	1	\$698.66	\$698.66
QX-EZ-REL-B19	MUD FLAPS FORWARD OF TANDEMS	1	\$212.28	\$212.28
QX-EZ-REL-B32	1-3 YD HYDRAULIC ROLL BAR DUMPER	1	\$5162.95	\$5,162.95
QX-EZ-REL-B35	SIDE DOOR - STREET SIDE ONLY (29" X 34") - NOW INCLUDES INTERLOCK	1	\$671.79	\$671.79
QX-EZ-REL-B40	FRONT BODY LIMB GUARD	1	\$385.16	\$385.16
QX-EZ-REL-E07	PETERSON SMART STROBES (4 LIGHTS) (REPLACES REAR TURN SIGNALS)	1	\$380.68	\$380.68
QX-EZ-REL-E08	DUAL HOPPER FLOOD LIGHTS	1	\$379.78	\$379.78
QX-EZ-REL-E09	REAR FLOOD LIGHT HIGH MOUNT IN REAR LIGHT PANEL	1	\$246.32	\$246.32
QX-EZ-REL-T11	DUAL TAP-IN KIT	1	\$2450.67	\$2,450.67
QX-EZ-REL-H01	NON-WHITE POWDER COAT PAINT [PAINT CODE: "PEARL/MICA" 2-F7991 EB (DARK BLUE)]	1	\$582.21	\$582.21
QX-WEPROTECTCS1	WEPROTECT SINGLE CAMERA SYSTEM WITH 7" COLOR MONITOR INSTALLED - NOTE INSTALL LOCATION	1	\$959.14	\$959.14
QX-SERVICE	INSTALL OF CART TIPPER	1	\$950.00	\$950.00
QX-WEP-SPECIAL	BARKER CART TIPPER MODEL BU08400	2	\$2790.00	\$5,580.00
<b>SUBTOTAL</b>				<b>\$79,414.53</b>
Sales Tax				\$0.00
<b>TOTAL</b>				<b>\$79,414.53</b>

Remit all payments to:  
**WEP OF TAMPA, LLC**  
 4902 SOUTH 16TH AVENUE, SUITE E TAMPA, FL 33619  
 PHONE: (813) 241-1900 FAX: (954) 532-7439  
 THANK YOU FOR YOUR BUSINESS



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**WORKSHOP** - Evaluation and Appraisal Report (EAR) for the City of Palatka Adopted Comprehensive Plan - Thad Crowe, Planning Director.

### **SUMMARY:**

The City's Comprehensive Plan was adopted by the City Commission in 2008. By statute the City was required to update the plan by 2011, but the Legislature deferred that date to this year.

By state law, Palatka's Comprehensive Plan is the City's vision document that guides the City's long-term physical development and redevelopment. The Comprehensive Plan includes the following eight elements, each with data and analysis and an action plan with goals, objections, and policies: Capital Improvements, Conservation, Future Land Use, Housing, Intergovernmental Coordination, Public Facilities, Recreation & Open Space, and Traffic Circulation. Every seven years the City is compelled to revise its Comprehensive Plan through the Evaluation and Appraisal Report (EAR) process, as set by state statute. In 2011 as the City was prepared to complete the Plan update process, the Legislature changed the rules and deferred EAR deadlines - in the City's case until July 1, 2015 to submit EAR recommendations for plan amendments (these plan amendments are proposed in the EAR report).

The Comprehensive Plan is officially the City's vision document and by law all other plans and initiatives must conform to it. Grant eligibility and funding often depend on the Plan. The current Plan was developed in 2008 with the assistance of the Northeast Florida Regional Council, and numerous public workshops and meetings were held at this time. This 2011 document has been updated to reflect recent initiatives such as the City Council's Sustainability Initiatives and also to address sea level rise. Major Issues guiding the Plan update included Sustainability and sea level rise policy recommendations along with policy recommendations in the areas of historic preservation, economic development, transportation, trails and parks, and annexation and municipal boundaries.

Most of the EAR report is background, with the final ten pages consisting of specific policy recommendations. Staff will present those recommendations in a brief power point presentation, also attached.

### **RECOMMENDED ACTION:**

**Provide Staff with direction to develop final EAR recommendations for changes to Comprehensive Plan policies, which will be brought back in June for approval for**

transmittal to state agencies.

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Evaluation & Appraisal Report of Comprehensive Plan	Backup Material
▫ EAR Recommendations Power Point	Backup Material
▫ DEO Letter	Backup Material

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Planning	Crowe, Thad	Approved	5/19/2016 - 10:04 AM
City Clerk	Driggers, Betsy	Approved	5/19/2016 - 10:15 AM

**EVALUATION AND  
APPRAISAL REPORT  
OF THE  
PALATKA  
COMPREHENSIVE  
PLAN**



**May, 2016**

*DRAFT – 5/11/2016*

## TABLE OF CONTENTS

<b>Section A: Introduction .....</b>	<b>1</b>
Purpose.....	2
City Profile:.....	2
Evaluation and Appraisal Report Process:.....	4
<b>Section B: City Assessment .....</b>	<b>5</b>
<b>Section C: Major Issues.....</b>	<b>14</b>
<b>Major Issues .....</b>	<b>15</b>
Issue #1: Historic Preservation .....	16
<b>Analysis .....</b>	<b>16</b>
<b>Recommendations .....</b>	<b>19</b>
Issue #2: Economic Development .....	21
<b>Challenges.....</b>	<b>22</b>
<b>Opportunities.....</b>	<b>24</b>
<b>Recommendations .....</b>	<b>27</b>
Issue 3: Transportation.....	33
<b>Transportation Recommendations.....</b>	<b>35</b>
Issue #4: Trails and Parks .....	37
<b>Recommendations .....</b>	<b>39</b>
Issue #5: Annexation and Municipal Boundary.....	40
<b>Recommendations .....</b>	<b>40</b>
Issue #6: Community Development and Sustainability Priorities Recommendations .....	42
Issue #7: River Level Rise .....	43
<b>Recommendations .....</b>	<b>45</b>
<b>Section D: Summary of Recommendations .....</b>	<b>46</b>
<b>Historic Preservation Recommendations .....</b>	<b>47</b>
<b>Recommendations .....</b>	<b>48</b>
<b>Transportation Recommendations.....</b>	<b>52</b>
<b>Transportation Recommendations.....</b>	<b>53</b>
<b>Annexation and Municipal Boundary Recommendations .....</b>	<b>54</b>
<b>Community Development and Sustainability Priorities Recommendations .....</b>	<b>54</b>
<b>River Level Rise Recommendations.....</b>	<b>55</b>

**Table of Tables**

Table 1: Palatka Population Estimates.....6  
Table 2: Putnam Co. Population Projections Through 2030.....7  
Table 3: Annexation Since Adoption of Last Comprehensive Plan (2008).....8  
Table 4: Annexation by City Land Use Category.....9  
Table 5: Existing Land Use by Category.....9  
Table 6: Building Permits Issued for New Commercial Construction.....11  
Table 7: Building Permits Issued for New Residential Construction.....13  
Table 8: Annual Average Daily Traffic for Arterial & Collector Roads.....33

**Table of Figures**

Figure 1: Employment by Industry.....3  
Figure 2: Jacksonville-to-Tampa Road Corridor Study Area.....25  
Figure 3: City Traffic Count Map.....34  
Figure 4: River Level Rise Model.....43

# Section A: Introduction



## **Purpose**

The purpose of the Evaluation and Appraisal Report (EAR) for the City of Palatka's Comprehensive Plan is to evaluate the Plan and propose new directions and changes. The EAR process provides flexibility with regard to how the City may address its major local issues, as well as how the plan could be tailored to reflect recent changes in the community. Specifically, the purpose of the EAR process is to:

- Identify major issues for the City
- Assess shortcomings and successes of the City and the Plan
- Identify ways that the Plan should be changed
  - Respond to changing conditions and trends affecting the City
  - Respond to the need for new data
  - Respond to changes in state requirements pertaining to growth management and development
  - Respond to changes in regional plans
- Ensure effective intergovernmental coordination

## **City Profile:**

The City is an incorporated municipality located in the east central part of Putnam County, which is an interior county located in the northeast Florida region. The City was chartered in 1853, soon after Putnam County became the 28<sup>th</sup> Florida County in 1849. Palatka is approximately 5.2 miles from north to south and 6.0 miles from west to east, and has an approximate land area of 5,253 acres, or 8.21 square miles. The City is located within a rural county and surrounding land uses include pine flatwoods, planted pine, temperate hammock, wetlands, and low density single family units. Additionally, the St. Johns River forms the eastern boundary of the City. There are four major roadways that access the City from various directions: S.R. 19 runs north-south through the City and terminates at U.S. 17; S.R. 100 and S.R. 20 run east-west through the City before merging near the Memorial Bridge; and U.S. 17 merges with S.R. 100 in the northwestern quadrant of the City and runs east through the City and across the river.

The City has the largest incorporated population in Putnam County, with its 10,418 persons (2015 estimates from Bureau of Economic and Business Research, University of Florida) representing 14.4% of the estimated US Census 2014 county population of 72,143. This is a 1.3% decrease from the official 2010 US Census population of 10,558.

The City's principal employer is Georgia Pacific, located just north of the City limits on CR 216 and employing 1,470 people. The Barge Port is a port facility and industrial area managed and developed by the Putnam County Port Authority and located north of the City limits on Comfort Rd., with riverfront tenants accessing navigable waters maintained at 40 feet by the Army Corps of Engineers.

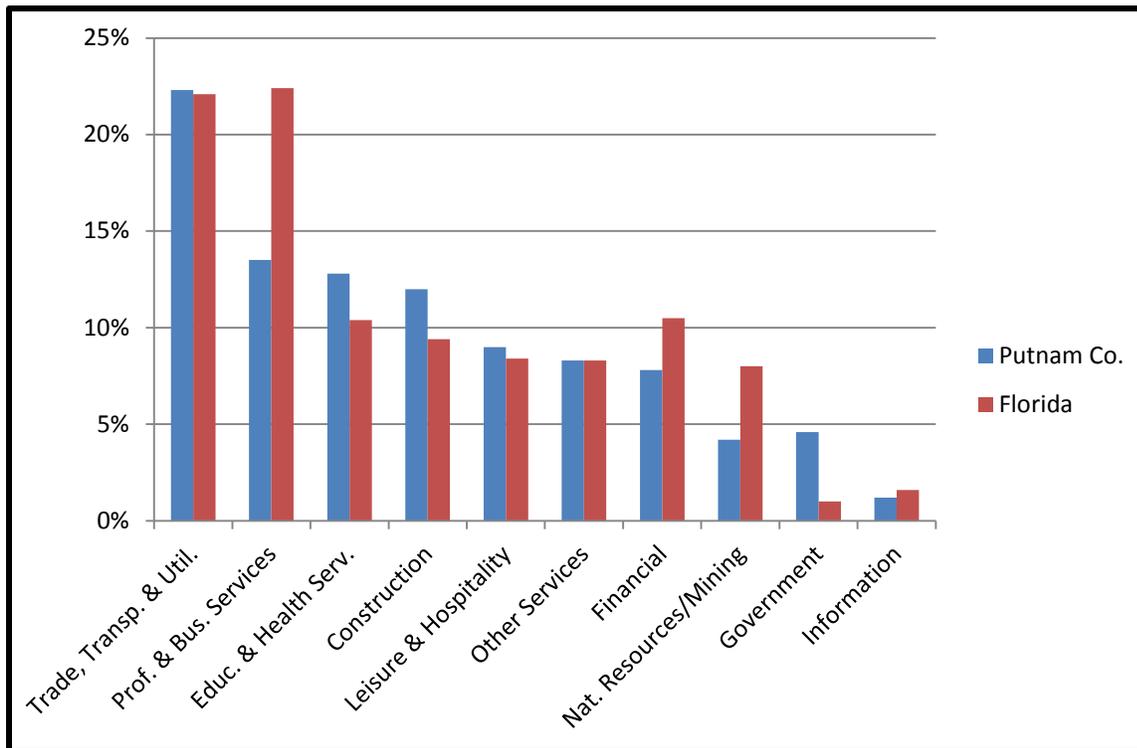
Other major employers include the following:

- Putnam County School District

- St. Johns River Water Management District
- Putnam County
- Putnam Community Medical Center,
- Seminole Electric Cooperative (power plant, located north of the City);
- Newcastle Shipyard
- Pumpcrete
- PDM Bridge (custom bridge builder)

According to a Florida Department of Transportation publication, the County’s top five growing industries in 2013 were educational services (a gain of 466 jobs in the five years before that), finance and insurance (80 jobs), utilities (49 jobs), retail trade (13 jobs), and arts/entertainment/recreation (12 jobs). Figure 1 shows that the County differs from the State norm in a smaller professional workforce proportion, but also a higher education and construction workforce proportion.

**Figure 1: Employment by Industry**



Source: Florida Legislature, Office of Economic and Demographic Research (2015)

Specific attributes that distinguish the City from other surrounding communities is its proximity to the St. Johns River. The St. Johns River is the largest river wholly within the State of Florida. The river is a valuable recreation resource which provides many opportunities for aquatic activities such as boating and fishing. Many pleasure craft ply the river south of Jacksonville, going as far as Sanford. The channel is well-marked by lights and day beacons, and is comparatively easy to navigate with the aid of charts. Commercial traffic is light and consists of barges hauling petroleum products for oil company distributors and fuel oil for the Seminole

Electric power plant; the oil barges are loaded at Jacksonville and towed to Palatka and Sanford. The Boathouse Marina, on the St. Johns River southwest of the Memorial (U.S. 17) bridge, has good facilities for yachts with over 30 berths with water and electricity at finger piers. Gasoline and limited marine supplies are available. The City pier, just northeastward of the marina, has overnight berths, electricity, and water. The Crystal Cove Marina is located two miles north of downtown Palatka on the St. Johns River, and offers long and short term dockage, has 45 berths, a marina store and restaurant, boat storage, and boat rental.

The City's Riverfront Park has undergone a recent transformation with the utilization of \$2 million in federal and local CRA tax increment funds to revitalize landscaping and plant street trees, reorganize and increase public parking, install decorative street and sidewalk pavers, underground utilities, increase boat launch lanes from two to five, and create a kayak soft launch. Proposed park improvements include a new ship store with public restrooms and concession restaurant as well as an expansion of the private Boathouse Marina, which will manage the ship store and boat launch area as a public-private partnership. The City has assisted nearby private development projects including the recently-completed St. Johns River Educational and Environmental Center, a 70-room Hampton Inn, and the historic rehabilitation of the 100 block of N. 2<sup>nd</sup> Street (Riverfront Square) into a retail-residential complex, with the last two projects under construction at the time of this document's review by the Planning Board.

Another distinctive geographic feature found in the City is Ravine Gardens State Park, where a ravine with a 60-foot elevation change provides dramatic natural scenery. The park was established in 1933 as a federal Works Progress Administration (WPA) project with the planting of over 95,000 azaleas and 250,000 ornamental plants. Visitors mostly use the park for walking or jogging the 1.8 mile perimeter loop road. Part of loop road is a "parcourse" or fitness trail with multiple obstacles and physical fitness stations.

## **Evaluation and Appraisal Report Process:**

The City completed its initial Comprehensive Plan update, typically performed every seven years, through the state-mandated Evaluation and Appraisal Report (EAR) process. This EAR effort was completed by early 2011, with the assistance of staff from the Northeast Florida Regional Council, which functioned as the City's consultant. A series of publicized and well-attended visioning workshops were held at the time of the Plan update, and the information gathered during these workshops serves as much of the basis of the Major Issues within this EAR. As conditions have not changed significantly, the results of this exercise have been retained and supplemented/modified when appropriate. In particular, the Transportation Element-related Issue and Recommendations has been modified from the 2011 effort to reflect the City's preferred course for a Mobility Plan. Finally, the EAR has been updated to include the City Commission's Community Development and Sustainability Goals and Priorities, adopted by the Commission on December 10, 2016. The intent of this EAR is to provide a relevant and forward-looking vision for the City's future. There are many challenges, outlined in this report, but there are also many opportunities. Palatka is a town that is rich in history, culture, diversity, and architecture. A final note is that with all such plans, the real obstacle is the lack of resources. The Comprehensive Plan provides a collection of policies which can be drawn from as the City moves into the future.

# Section B: City Assessment



## Population Growth:

Palatka utilizes official population projections done by the Florida Bureau for Business and Economic Research (BEER), out of the University of Florida. BEER utilizes electricity customer and other records to help in their estimates. Table 1 below shows a period of slow growth in the early 2000s, likely a product of a strong economy within the county and region. However after the 2008 economic crash the growth was replaced by a period of declining population that has generally persisted to the current year.

*Table 1: Palatka Population Estimates*

Year	Estimate	Annual Growth Rate
2000	10,033	N/A
2001	10,037	0.0%
2002	10,250	2.1%
2003	10,510	2.5%
2004	10,820	2.9%
2005	11,154	3.1%
2006	11,417	2.4%
2007	11,470	0.5%
2008	11,265	-1.8%
2009	11,133	-1.2%
2010	10,926	-1.9%
2011	10,522	-3.7%
2012	10,203	-3.0%
2013	10,213	0.1%
2014	10,558	3.4%
2015	10,418	-1.3%

*Source: Bureau of Business & Economic Research, University of Florida*

In general, the downturn of the U.S. economy, as well as the state economy had significant impacts on local jurisdictions including the City. Prior to the recent recession, people were moving to the State of Florida at a rapid pace. The downturn in the economy has led to increased unemployment rates and decreased in-migration. Limited job prospects can be considered a contributing factor to the decrease in population over the last several years. And while other jurisdictions within the region and mostly across the state have recovered from the downturn and resumed a steady population and/or growth rate, Palatka's economy has remained unresponsive. On the County level BEER anticipates this lack of growth to continue into the coming mid-century as shown in Table B2. <sup>1</sup> In Table 2, Putnam County's population is predicted to decrease or stagnate in the Low and Medium projections. This compares with growth proportions for the same time period for nearby St. Johns County, well into the double digits.

---

<sup>1</sup> BEER projections, as shown in Table 2, provide three alternative growth projections: Low, Medium, and High. Prior to the downturn, Medium projections were accepted as coming close to actual growth, although the downturn period saw rates more around the Low rate.

**Table 2: Putnam Co. Population Projections through 2030**

<b>Year</b>	<b>Projections (Low)</b>	<b>Percent change</b>	<b>Projections (Medium)</b>	<b>Percent change</b>	<b>Projections (High)</b>	<b>Percent change</b>
2015	70,400	---	72,600	---	75,500	---
2020	68,600	-2.6%	73,100	0.7%	78,100	20.5%
2025	66,800	-2.6%	73,500	0.5%	80,800	18.8%
2030	64,900	-2.8%	74,200	0.4%	83,400	16.0%
2035	63,000	-2.9%	74,200	0.5%	86,000	13.9%
2040	61,000	-3.2%	74,400	0.3%	88,600	12.6%

*Source: Bureau of Economic Business and Research, University of Florida*

### **Average seasonal population**

The 2010 Census identified 21 seasonal housing units, which is a little less than 0.5% of City housing units. It is anticipated that this number will rise as more people from the Northeast, Midwest, and Canada purchase relatively affordable properties for wintertime residence. As noted by such publications as the Wall Street Journal, the Census has difficulty in accurately counting seasonal residents, and it is likely that the 21 units are an undercount. In a 2006 statewide survey BEBR found that seasonal residents ranged between a low of 0.5% in August to a high of 5.4% in January, and averaged 2.4%. The Comprehensive Plan assumes that 2.5% of households are seasonal, which at this time would constitute 113 housing units.

The seasonal population is divided into two groups generally equal in number: older snowbirds staying for the several winter months and younger seasonal residents who are working, visiting friends/relatives, or on extended vacations. This last group of younger seasonals resemble permanent residents in terms of their impacts. The proportion is much higher in resort communities (including almost half the residents of Daytona Beach Shores and one-quarter of St. Pete Beach and Venice residents), but a local trend has at least been anecdotally identified of Northern residents spending the winter in Palatka.

While small in number, seasonal population is important in that in-migrating residents invest in the community and provide growth in the economy, as well as new ideas and contributions to the community.

### **Change in Land Area:**

Since the last adoption of the Comprehensive Plan, the City has annexed several parcels from Putnam County. Table 3 details the date of the annexation, the new designated land use category for the annexed parcels within the City, and the total acreage of each annexation. As of May, 2016, the City has added an additional 770.2 acres of annexed land.

**Table 3: Annexations since the last adoption of the Comprehensive Plan (2008)**

<b>City of Palatka Annexations</b>		
<b>Date</b>	<b>Request</b>	<b>Acres</b>
11/13/2008	FLUM from County Urban Service to City Residential Low Density	0.23
11/13/2008	FLUM from County Urban Reserve to City Medium Density Residential	9.68
11/13/2008	FLUM from County Urban Service to City Commercial	0.50
12/11/2008	FLUM from County Urban Service to City Commercial	1.98
5/14/2009	FLUM from County Urban Service to City Residential Low Density	0.33
5/14/2009	FLUM from County Urban Service to City Residential Low Density	0.23
5/14/2009	FLUM from County Urban Service to City Residential Low Density	0.31
5/14/2009	FLUM from County Commercial to City Commercial	0.75
8/27/2009	FLUM from County Urban Reserve to City Commercial	7.4
8/27/2009	FLUM from County Urban Service to City Residential Low Density	0.2
8/27/2009	FLUM from County Urban Service to City Residential Low Density	0.2
8/27/2009	FLUM from County Urban Service to City Commercial	0.5
9/10/2009	FLUM from County Industrial to City Industrial	6.7
11/12/2009	FLUM from County Urban Service to City Commercial	5.9
11/12/2009	FLUM from County Urban Service to City Commercial	9.6
11/12/2009	FLUM from County Urban Service to City Commercial	2.2
12/10/2009	FLUM from County Urban Service to City Commercial	2.8
2/25/2010	FLUM from County Industrial to City Industrial (Plum Creek Business Park)	680.1
6/10/2010	FLUM from County Urban Service to City Residential High Density	2.8
8/26/2010	FLUM from County Urban Service to City Residential High Density	0.7
9/9/2010	FLUM from County Commercial to City Residential Low Density	0.8
1/13/2011	FLUM from County Urban Reserve to City Commercial	1.2
1/26/2011	FLUM from County Urban Services to City Residential Low Density	0.4
9/8/2011	FLUM from County Urban Services to City Industrial	14.4
11/10/2011	FLUM from County Urban Services to City Residential Low Density	0.2
11/10/2011	FLUM from County Urban Services to City Residential Low Density	0.3
5/24/2012	FLUM from County Urban Services and Commercial to City Commercial	5.4
8/16/2012	FLUM from County Urban Services to City Commercial (102 Phillips Dairy Rd.)	0.3
2/14/2013	FLUM from County Urban Reserve to City Residential Low Density (100 Kelley Smith School Rd.)	1.2
6/13/2013	FLUM from County Urban Services to City Commercial (1095 N SR 19)	0.7
6/13/2013	FLUM from County Urban Services to City Commercial (421 N. Palm Ave.)	0.3
1/23/2014	FLUM from County Urban Reserve to City Residential Low Density (2410 Tommy Ave.)	0.2
1/23/2014	FLUM from County Urban Services to City Industrial (1400 N SR 19)	5.7
6/26/2014	FLUM from County Urban Reserve to City Residential Low Density (2525 Husson Ave.)	0.5
5/14/2015	FLUM from County Urban Services to City Commercial (3314 Crill Ave.)	1.0
9/10/2015	FLUM from County Commercial Neighborhood to City Commercial (301 S. Palm Ave)	0.1
9/10/2015	FLUM from County Urban Reserve to City Residential Low Density (2404 Tommy Ave.)	0.2
9/24/2015	FLUM from County Urban Services to City Residential Low Density (416 Mission Rd.)	0.4
9/24/2015	FLUM from County Urban Reserve to City Residential Low Density (908 Husson Ave.)	0.1
10/22/2015	FLUM from County Industrial Heavy to City Commercial (276 N. Hwy 17)	0.5
10/22/2015	FLUM from County Urban Reserve to City Residential Low Density (NW X Lane/Williams St.)	0.2
5/12/2016	FLUM from County Urban Reserve to City Residential Low Density (202 Florida Ave.)	0.5
5/12/2016	FLUM from County Urban Reserve to City Residential Low Density (1620 Husson Ave.)	0.4
5/12/2016	FLUM from County Urban Reserve to City Residential Low Density (203 Central Ave.)	0.5
5/12/2016	FLUM from County Urban Reserve to City Residential Low Density (207 Skeet Club Rd.)	0.3

<b>City of Palatka Annexations</b>		
<i>Date</i>	<i>Request</i>	<i>Acres</i>
5/12/2016	FLUM from County Urban Reserve to City Residential Low Density (908 N. 20 <sup>th</sup> St.)	0.2
5/12/2016	FLUM from County Urban Services to City Industrial (163 Comfort Rd.)	1.1
	<b>TOTAL</b>	<b>770.2</b>

Source: City of Palatka

Table 4 highlights the total annexed lands by land use category. The City added almost 800 acres in five different land use categories. The largest proportion of annexed lands (94%) is designated as industrial use, of which 680.1 acres are solely attributable to the Plum Creek Industrial Park annexation. Not including this large annexation, commercial land use makes up approximately 47% of the 87 acres of annexed lands, industrial lands comprising 31%, and residential land uses comprising the remaining 22%.

**Table 4: Annexations by City Land Use Category**

<i>Land Use Designation</i>	<i>Acres</i>	<i>Percent</i>
Low Density Residential	7.6	8.5%
Medium Density Residential	9.7	10.8%
High Density Residential	3.5	3.9%
Commercial	41.1	45.8%
Industrial	27.9	31.0%
<b>TOTAL</b>	<b>89.8</b>	<b>100%</b>
<b>TOTAL WITH PLUM CREEK BUSINESS PARK</b>	<b>770.2</b>	

Source: City of Palatka

Most annexations are attributed to small scale commercial or industrial development. The addition of industrial and commercial land has little affect on anticipated population growth, but the addition of residential acreage can accommodate modest increases in population. By taking the maximum development potential of units per acre of each residential density category, the City has the ability to add an additional 173 units from the annexed residential land. Low density residential can accommodate an additional 15 units; medium density residential can add an additional 97 units; and high density residential can add an additional 61 units. Table B5 is the updated existing land use table with the above annexations factored in.

**Table 5: Existing Land Use by Category 2015**

<i>Land Use Category</i>	<i>Acres</i>	<i>Percent of Total*</i>
Residential	1,733	24.8%
<i>Low Density (up to 5 units per acre)</i>	1,022	14.6%
<i>Medium Density (5 to 10 units per acre)</i>	238	3.4%
<i>High Density (10 to 18 units per acre)</i>	498	7.1%
Commercial	1,242	17.8%
Industrial	945	13.5%
Conservation	58	0.8%
Public Building and Grounds	11	0.2%
Other Public Facilities	1,041	14.9%
Recreation	158	2.3%
Historic Resources	40	0.6%
<b>TOTAL</b>	<b>6,986</b>	<b>100.0%</b>

### ***Impact of Infrastructure***

The City's sewer system processes an average flow of 1.4 MGD (millions of gallons per day) with a maximum capacity of 3.5 MGD. Therefore the plan is currently operating with 40% available capacity, which can accommodate more than another 16,800 households, which is more than triple the City's current households total. The distribution system includes 40 lift stations throughout the City, which are serviced and maintained on a daily basis. This distribution system is more of a problem than plant capacity, as the costs of extending sewer lines and constructing new lift stations is prohibitively high, and the limited capacity of individual lift and pump stations discourages new development. There is the additional and growing problem of old line replacement, particularly water lines in the older areas of the City.

The City owns and operates its municipal garbage collection service. Putnam County is responsible for disposal of collected solid waste for the City, which is hauled to the Central Landfill, located four miles north of Palatka. The landfill is approaching capacity (2017) and in July of 2015 the County Commission voted to expand landfill capacity from the current 200 tons per day to 500 tons per day. This will substantively increase landfill capacity and help to accommodate future City needs.

The City is served by the municipally-owned and operated R.C. Willis Water Treatment Plant, located west of Moody Road near the St. Johns River State College. The R.C. Willis plant is a 6.0 MGD (million gallons per day) aeration and chlorination Water Treatment Plant. The plant has almost 70% available capacity, meeting the needs of the City by serving an additional 24,700 people. Similarly to the sewer system, the City faces challenges in its water distribution system – failing and encrusted water lines in older parts of the City create an ongoing maintenance problem.

Finally, the City operates a reclaimed water system that now provides reuse water to the City's golf course, cemeteries, airport, and ballfields. The City has accomplished the laudable goal of discharging 100% of final effluent as reuse, an environmentally-friendly achievement. There is potential for expanding the system to other large users and even to individual properties in the future.

### **Development Activity:**

The last adoption of the Comprehensive Plan occurred in July of 2008. The Future Land Use Element of the Plan favors the Community Redevelopment Area (CRA) areas of Downtown and the North and South Historic Districts, distributing funds on a competitive basis to downtown and historic district property owners to improve properties and create jobs.

Since July of 2008, the City has issued 24 commercial building permits, and also 34 residential building permits for 63 units (see Tables 6 and 7). Building permits for commercial development are located in outlying areas of the City along the three major thoroughfares. Three new dollar stores opened, indicating growing trends of the poorer population to seek more discounts, and two medical offices added to the growing medical complex around Zeagler Drive. FDOT and federal grants funded the construction of multiple airport hangers, and a strong demand has kept

the hangers full. The Downtown Riverfront has been the focus of recent private and public investment with following development projects:

- Riverfront Park renovation valued at an estimated \$3.7 million, including kayak/canoe launch, additional boat launches, event lawn, floating docks, improved vehicular circulation in reconfigured parking lots, landscape and lighting enhancements, uniform sea wall and pedestrian walks, and streetscape improvements. Restroom / shower facilities for boaters. The City is working with the adjacent Boathouse Marina to develop a public private partnership for the construction and operation of a ship store with boater facilities.
- The St. Johns River education and environmental center (complete with rooftop viewing area for organized activities).
- The soon-to-open 70-room Hampton Inn.
- Restoration of the historically significant 100 block of N. 2<sup>nd</sup> Street (now known as Riverfront Square) into a mixed-use complex of stores and loft apartments.

Residential development during this time period was dominated by the Palatka Housing Authority’s development of 36 apartment units for senior citizens on Crill Ave. Single family residential development has been scattered among residential neighborhoods south of Reid Street and east of Palm Avenue. Several Habitat for Humanity homes were constructed near Hank Bryan Park off Crill Ave., and four downtown “loft” apartments were developed.

**Table 6: Building Permits Issued for Major Commercial Development**

Permit #	Commercial Development	Address	Parcel Number
# 08-284	Airport terminal building	4015 Reid St.	03-10-26-0000-0010-0000
# 08-294	71 Room Motel (Holiday Inn Express)	3813 Reid St.	02-10-26-0000-0380-0000
# 08-308	Airport hanger	4015 Reid St.	03-10-26-0000-0100-0000
# 09-13	Office Building (PGA)	518 Main St.	42-10-27-6850-0310-0031
# 09-65	Drive Through Convenience Store	200 S. State Rd. 19	11-10-26-0000-0143-0000
# 09-292	New Dental Clinic	2801 Kennedy St.	12-10-26-0000-0420-0000
# 10-85	Commercial Plaza (5 units)	5015 Crill Ave.	10-10-26-0000-0270-0000
# 10-374	O'Reilly Auto Parts	619 S Highway 19	11-10-26-0000-0470-0010
# 10-448	Towing service office building	3311 Reid St.	02-10-26-0000-0090-0024
# 10-33	Restaurant (Zaxby's)	423 N. State Rd. 19	02-10-26-8900-0010-0000
# 12-70	Retail store (Family Dollar)	2608 Reid St.	01-10-26-0670-0120-0070
# 12-197	Retail store (Family Dollar)	3205 Crill Ave.	11-10-26-0000-1160-0000
# 12-205	Medical office (kidney dialysis center)	326 Zeagler Dr.	10-10-26-0000-0200-0120
# 13-428	Vocational - tutoring center	1100 Madison St.	42-10-27-6850-1990-0100
# 13-442	Warehouse building (County EOC)	410 S. State Rd. 19	11-10-26-0000-0513-0020
# 13-657	Warehouse distribution building	1400 Reid St.	42-10-27-6850-2650-0000
# 14-18	Retail Store (Dollar Tree)	3621 Reid St.	02-10-26-0000-0180-0000
# 14-99	70-Room Motel (Hampton Inn)	100 Memorial Pkwy.	42-10-27-6850-0010-0000
# 14-52	County Jail	130 Orié Griffin Blvd.	37-09-26-0000-0070-0000

<b>Permit #</b>	<b>Commercial Development</b>	<b>Address</b>	<b>Parcel Number</b>
# 14-436	Environmental Center	102 N. 1 <sup>st</sup> St. (River Center)	42-10-27-6850-0020-0101
# 15-26	Medical office (imageing center)	6300 St. Johns Ave.	03-10-26-0000-0131-0120
# 15-36	Medical office (dentist)	6200 St. Johns Ave.	03-10-26-0000-0131-0050
# 15-41	Airport hanger	4015 Reid St.	03-10-26-0000-0010-0000
# 15-363	Retail and Distribution Store	301 S. Palm Ave.	12-10-26-7000-0050-0030
# 15-274	Car Wash	276 H. Highway 17	37-09-26-0000-0060-0480

*Source: City of Palatka*

**Table 7: Building Permits Issued for Residential Development**

<b>Permit</b>	<b>Residential Development</b>	<b>Address</b>	<b>Parcel Number</b>
# 08-111	Single-Family Residence	201 Morris St.	42-10-27-6850-0500-0021
# 08-224	Single-Family Residence	2217 St. Johns Ave	12-10-26-7970-0000-0164
# 08-262	Single-Family Residence	703 N 9th St.	42-10-27-6850-0820-0010
# 08-446	Single-Family Residence	109 Pink Orchid Way	12-10-26-0520-0010-0050
# 09-88	Single-Family Residence	6002 7th Manor E	10-10-26-9130-0010-0470
# 09 – 92	Single-Family Residence	1207 Short St	07-10-27-3550-0120-0010
# 09-126	Single-Family Residence	111 Pink Orchid Way	12-10-26-0520-0010-0050
# 09-137	Single-Family Residence	107 Pink Orchid Way	12-10-26-0520-0010-0050
# 07-81	Single-Family Residence	1105 N 19th St.	42-10-27-6850-3190-0040
# 09-262	Single-Family Residence	6106 7th Manor W	10-10-26-9130-0030-0680
# 09-314	Single-Family Residence	709 N 9th St.	42-10-27-6850-0820-0000
# 09-331	Single-Family Residence	105 Underwood Dr.	11-10-26-9101-0010-0011
# 10-67	Single-Family Residence	410 S 14th St.	42-10-27-6850-2600-1200
# 10-205	Single-Family Residence	1404 Diana Dr.	42-10-27-6850-2600-1000
# 10-394	Single-Family Residence	1597 Westover Dr.	12-10-26-9355-0000-0021
# 10-396	Residential - 4 units (Bldg 1)	3310 Crill Ave. (Annie Spells Homes)	11-10-26-0000-0100-0000
# 10-397	Residential - 4 units (Bldg 2)	3310 Crill Ave. (Annie Spells Homes)	11-10-26-0000-0100-0000
# 10-398	Residential - 4 units (Bldg 3)	3310 Crill Ave. (Annie Spells Homes)	11-10-26-0000-0100-0000
# 10-399	Residential - 4 units (Bldg 4)	3310 Crill Ave. (Annie Spells Homes)	11-10-26-0000-0100-0000
# 10-400	Residential - 4 units (Bldg 5)	3310 Crill Ave. (Annie Spells Homes)	11-10-26-0000-0100-0000
# 10-401	Residential - 4 units (Bldg 6)	3310 Crill Ave. (Annie Spells Homes)	11-10-26-0000-0100-0000
# 10-402	Residential - 4 units (Bldg 7)	3310 Crill Ave. (Annie Spells Homes)	11-10-26-0000-0100-0000
# 10-403	Residential - 4 units (Bldg 8)	3310 Crill Ave. (Annie Spells Homes)	11-10-26-0000-0100-0000
# 10-404	Residential - 4 units (Bldg 9)	3310 Crill Ave. (Annie Spells Homes)	11-10-26-0000-0100-0000
# 11-128	Single-Family Residence	1410 Diana Dr.	42-10-27-6850-2600-0800
# 11-129	Single-Family Residence	411 S. 15 <sup>th</sup> St.	42-10-27-6850-2600-0400
# 11-130	Single-Family Residence	1414 Diana Dr.	42-10-27-6850-2600-0600
# 11-335	Single-Family Residence	216 St. Johns Ave. (downtown, 2nd floor)	42-10-27-6850-0110-0040
# 11-339	Single-Family Residence	403 S. 15 <sup>th</sup> St.	42-10-27-6850-2600-0100
# 11-340	Single-Family Residence	400 S. 14 <sup>th</sup> St.	42-10-27-6850-2600-1600
# 12-4	Single-Family Residence	2129 Diana Dr.	12-10-26-3750-0030-0110
# 14-95	Residential - 3 units	220 St. Johns Ave. (downtown, 2nd floor)	42-10-27-6850-0110-0031
# 15-395	New Mobile Home	6005 E 7 <sup>th</sup> Manor	10-10-26-9130-0010-0440
# 16-79	Single-Family Residence	2806 Lane St.	01-10-26-5200-0170-0020

Source: City of Palatka

# Section C: Major Issues



## **Major Issues**

The Major Issues were identified as the following, in no order of importance:

- Issue 1: Historic Preservation
- Issue 2: Economic Development
- Issue 3: Transportation Level of Service
- Issue 4: Trails and Parks
- Issue 5: Annexations / Municipal Boundaries

The list of Major Issues was presented to, and subsequently adopted by, both the Planning Board and the City Commission. On April 28, 2010, DCA provided written confirmation of the Major Issues discussed in the following analysis.

The additional Issues were added at the current time (2016).

- Issue 6: Community Development and Sustainability Priorities
- Issue 7: Sea/River Level Rise

# **Issue #1: Historic Preservation**

## **Analysis**

The City of Palatka has three National Register-listed Historic Districts, the North Historic District, the South Historic District and Ravine Gardens Historic District, which reflect three significant periods in Palatka's history. For the purposes of the following discussion, Ravine Gardens Historic District will not be discussed since it is associated with the State Park. The North Historic District (also known as Reid's Garden) and the South Historic District (also known as the Hammock) were listed on the National Register in 1983 and have had a measure of protection through local historic designation. Local designation was adopted by ordinance also in 1983, through the HD (Historic District) overlay zoning. The North Historic District is primarily single-family, while the south district is both single-family as well as mercantile (parts of downtown). Currently, protection of these areas is provided through policies set forth in the Future Land Use Element of the Comprehensive Plan and implemented by historic preservation regulations found in the Planning and Zoning Codes, sections of the City's Municipal Code.

The North Historic District is comprised of 59 structures on 37 acres, which includes St. Mark's Episcopal Church and the Bronson-Mulholland House, both historic landmarks that are the only remaining Antebellum structures. The boundary of the District is North 1<sup>st</sup> Street to the east, Bronson Street to the north, North 5<sup>th</sup> Street to the west and Main Street to the south.

The South Historic District covers more area and has an assortment of mostly historic and fewer non-historic structures with varying preservation and restoration qualities. It is comprised of 139 structures on 101 acres. The South Historic District is roughly bounded by Oak Street to the north, South 9<sup>th</sup> Street to the west, Morris Street to the southwest and the St. Johns River to the south and east.

The primary architectural styles of both historic districts are Frame Vernacular, Masonry Vernacular, Colonial Revival, and Bungalow, with a smaller number of other historic architectural styles. The districts have a period of significance from 1853 through 1945.

The historic preservation policies of the Plan require that the City protect the designated historic resources of the North and South historic districts while providing an exception to protection standards based on economic and practical hardship. The City's historic preservation ordinance was modified in 2013 so that most COAs/certificates of appropriateness (for exterior alteration of historic structures and new construction) can be reviewed and approved by Staff. This ordinance resulted in expediting projects that had previously required Historic Preservation Board review. Since 2008 the only loss of historic structures (other than several accessory structures such as dilapidated garages) has been the Art Moderne-style apartment building located at 205 S. 3<sup>rd</sup> St., which was approved by the City Commission for demolition on appeal after this request was denied by the Historic Preservation Board. The Board denied the request for demolition of several significant historic buildings associated with St. Marks Episcopal Church, a decision that was upheld by the City Commission. However these and a number of other historic structures in and outside of historic districts are experiencing structural decline and even dilapidation due to neglect and lack of maintenance.

Comprehensive Plan policies also direct the City to, on an on-going basis, identify and monitor historic resources through the development of individual Master Site Files for historic properties, in and out of historic districts, with the last historic survey occurring in 1981. An update to this survey did not occur until 2012 when City staff conducted a re-survey of downtown properties. With the intent of updating this old data, the City's Historic Preservation Board has supported a re-survey of North and Historic District properties and to also survey other potential historic areas. It is particularly important for the City to recognize African-American historic neighborhoods and properties that have in the past been ignored – a recent effort is the proposed National Register nomination of the Bethel A.M.E. Church, formally supported by the City's Historic Preservation Board and City Commission. These surveys would logically be followed by the establishment of new local historic districts and sites, which is accomplished by a zoning overlay adoption. This overlay provides a base level of design standards for exterior (not interior) alterations, and requires a finding of economic or practical hardship for property owners seeking to demolish contributing historic structures. It is anticipated that areas like Downtown, parts of the Northside, and Palatka Heights would be eligible for historic designation.

Currently, protection of Palatka's historic resources is accomplished by the Future Land Use Element of the Comprehensive Plan and the Land Development Regulations (LDRs). The LDRs provide for local historic designation (HD Overlay Zoning), which includes design guidelines for renovation, new construction, relocation, and demolition. Existing local historic district boundaries are coterminous with National Register district boundaries. Through the adoption of a Historic Preservation Element, the City's Comprehensive Plan would provide more emphasis and clarity on historic preservation.

The current Comprehensive Plan is silent on the issue of cultural arts. A need has been identified to further efforts in art in public places, larger performing arts venues, and attracting activities associated with education and cultural institutions like the St. Johns River State College and the Florida School of the Arts (FloArts) to downtown Palatka.

Future Land Use Element goals, objectives, and policies (GOPs) pertaining to Historic Preservation are shown below (*in italics*). Objective A.1.5 and its policies will be modified as shown below in underlining for new language and moved to the new Historic Preservation Element. Additional objectives and policies, from the recommendations of this Issue, will be added to this Element.

**Objective A.1.4**

*Upon Plan adoption the City shall ensure the protection of natural resources and historic resources through implementing the following policies.*

**Policy A.1.4.1**

*The City shall provide for the recognition and protection of historic resources through the Historic Preservation Element and implementing standards of the Land Development Code.*

**Objective A.1.5**

*Upon Plan adoption, the City, through implementing the following policies, shall increase public awareness of the historical significance of the City and provide incentives to maintain and restore historically significant areas and structures within the City limits.*

**Policy A.1.5.1**

*Historic resources are protected through designation as historic sites by the City. Such designated sites require plan review procedures for proposed alterations or remodeling that ensures, through the permitting process that the proposed activity will not degrade or destroy the historical / archaeological significance of the site.*

**Policy A.1.5.2**

*Neither the owner of, nor the person in charge of, a property or structure within a locally designated historic district, property or structure shall permit the resource to fall into a state of disrepair which may result in the deterioration of exterior appurtenances or architectural features so as to produce or tend to produce, in the judgment of the board, a detrimental effect upon the character of the district as a whole or the life and character of the structure in question.*

**Policy A.1.5.3**

*New construction in locally designated historic districts shall be architecturally compatible with adjacent structures. Compatibility standards within the Land Development Code shall ensure that such new construction neither detracts from nor imitates architectural character in the vicinity.*

**Policy A.1.5.4**

*The City shall seek funding and technical support from the Department of State, Division of Historic Resources to review and conduct further field surveys to identify any additional historical/archaeological sites that may exist within the City limits. The City shall update Figure A-2 accordingly.*

**Policy A.1.5.5**

*The City shall support public activities which disseminate information regarding the historic significance of the City and its historic sites.*

As encouraged in Policy A.1.5.4 above, it is appropriate for the City to take stock of its older neighborhoods to determine if new local or national historic districts or sites should be designated. The passage of time has rendered obsolete the “50-year rule” that structures built after World War II are not of historical value. Many other Florida communities are evaluating post-war neighborhoods with Art Deco and Ranch style structures for historic designation. Palatka has numerous post-1920 structures that are not designated or even inventoried locally. Architecture is not the sole determining factor for local designation, as significant cultural and historical events justify designation. For example, other jurisdictions are designating properties linked to the Civil Rights movement. As stated, the City has largely ignored African-American historic resources.

It is sometimes the case that the cost of renovating historic structures often exceeds the cost of new construction. The City should investigate the continued use of existing incentives – such as façade grants – and explore the potential of currently unused incentives such as historic property tax exemptions.

Finally, the City should consider the use of targeted infrastructure improvements to attract investment in historic districts. As noted in the Community Redevelopment Plan, such infrastructure improvements can include restoration of brick streets, period streetlighting, sidewalk construction and reconstruction, traffic calming, parks improvements, power line undergrounding, and street tree planting.

### **Recommendations**

- Develop and adopt a Historic Preservation Element into the Comprehensive Plan. At a minimum, goals, objectives and policies (GOP's) should be adopted to define the City's historic preservation program.
- Maintain Certified Local Government (CLG) designation from State of Florida and National Park Service, committing to continue historic preservation efforts and reporting activities to the Florida Division of Historical Resources.
- Adopt policies in the Historic Preservation Element that encourage the evaluation of older areas of the City to determine if the designation of new historic districts or sites is warranted. Specifically, areas to be surveyed include the Northside, Palatka Heights, and West View Cemetery (the 2012 Downtown survey provides updated information to determine eligibility for this area).
- Provide Master Site Files to property owners of historic structures inside and outside of historic districts, and encourage the appropriate restoration of such structures.
- Assist Putnam County Historical Society in improving electronic and hard copy archive facilities.
- Add policies within the Historic Preservation Element (referenced by a policy in the Economic Development Element) that considers on a case-by-case basis the granting of state-enabled city tax exemptions for locally designated historic structures, including: 1) a ten-year freeze on property tax increases attributable to historic renovations; 2) 100% property tax exemption when the cost of historic renovation exceeds 50% of property value; and 3) 50% property tax exemption for commercial and non-profit use of publicly accessible buildings (public access including those structures with historic facades visible from the right-of-way).
- Adopt policies within the Historic Preservation Element (and referenced by a policy in the Capital Improvements and Economic Development Elements) that call for infrastructure improvements in locally designated historic districts including:
  1. restoration of brick streets and historic curbs;
  2. new or retrofitted period streetlighting;
  3. sidewalk construction and reconstruction;
  4. traffic calming;
  5. unified and unique signage, wayfinding, and gateway/entry features;
  6. parks improvements;
  7. power line undergrounding; and
  8. street tree planting.

- Continue programs that leverage private historic rehabilitation investment on for locally designated structures with City TIF or other funds. Consider programs incentivizing the acquisition of historic homes by private and public entities.
- In cooperation with the Historic Preservation Board and the Putnam County Historical Society, continue to work to preserve, renovate, and market the City's historic resources, including the following: Bronson-Mulholland House, Larimer Arts Center, Old A.C.L. Union Depot, Palatka City Hall, Palatka Waterworks, Putnam County Historical Museum, Tilghman House, Century Block/Riverfront Square (100 Block N. 2<sup>nd</sup> St.), Central Academy, West View Cemetery, Oak Hill East Cemetery, Municipal Golf Course, Booker Park, Hank Bryan Park, and the North and South Historic Districts.
- Continue to seek public and private funding sources for downtown and historic district improvement for publicly and privately owned properties, utilizing funding from sources such as State Historic Preservation Office Acquisition and Development (restoration), Survey and Planning, and Education grants as well as private/nonprofit sources such as National Trust grant and revolving loan funds.
- Coordinate with Putnam County Historical Society, the Chamber and others to update documentation of historic buildings in published guides, including a walking tour format (funding available from State SHPO).
- Consider an Art in Public Places program for Downtown, parks, and historic districts.
- Install interpretative kiosk signs in historic districts, Downtown, and in parks that exhibit local history and culture, as has been done in the North Historic District. Ensure that such efforts are closely coordinated with neighborhood residents and property owners, and that an overall plan is developed for such signs.
- Continue to utilize design standards for downtown that protect the historic character and pedestrian orientation of buildings, including prohibition of blank walls on new or renovated buildings; use of awnings and canopies; and general compatibility with existing and adjacent historic buildings.

## **Issue #2: Economic Development**

As outlined in Chapter 163.3177(7)(j) of the Florida Statutes, an Economic Element of the Comprehensive Plan establishes principles and guidelines for commercial and industrial development and personnel utilization within the City. The element sets forth the types of commercial and industrial development sought by the City and links present and projected employment needs of the City to potential industry. Finally, the element establishes methods by which the City can pursue a balanced and stable economic base. Currently the City does not have an economic element and is now considering developing this plan document.

In order to become competitive for large industries, there is a need for fully entitled, infrastructure-ready lands within the City. Two large industrial sites have been annexed into the City: the Putnam County Business Park and 680 acres of undeveloped lands known as the Plum Creek Business Park. The Putnam County Business Park is mostly undeveloped, with a currently-vacant call center building and an unfinished County-owned spec industrial building. Infrastructure is not complete, but the County is working now to plat the park and has obtained a master stormwater permit. The Plum Creek Business is entitled but undeveloped. Therefore both business parks have failed to attract users. City and Chamber officials are currently reviewing improved access options to the parks that would attract

Economic development in the City is a multi-faceted issue. The City has a designated Downtown Community Redevelopment Area (CRA) that currently caters to boutique style commercial storefronts. The City also has an industrial park and business park that are best suited for larger manufacturing and industrial uses. Both of these areas are integral to the economic vitality of the City, but each will require different approaches to become successful. Goals, objectives and policies (GOPs) that would benefit the small commercial storefront should be dramatically different than GOPs that would benefit a larger manufacturing or industrial business. As a result, GOPs will need to be targeted to attract the specific intended user to these sites.

The City's economic development efforts are focused mainly on industrial site marketing by the Putnam County's Economic Development Council (EDC), through the City's Community Redevelopment Agency, and through private and non-profit efforts.

At this time the City does not have a concentrated and customized economic development program. The City Commission contributes \$5,000 to the Chamber for economic development assistance, which will not adequately fund a specialized approach for the City. However the Chamber and EDC market the entire County and therefore assists the City like any other area in the County. The EDC's main emphasis is on the Putnam County Business Park, which is adjacent to the Kay Larkin Airport, a facility that has had success in attracting aviation-related companies and corporate jets.

The City has in the past utilized the Main Street Program, a national model developed by the National Trust for Historic Preservation that has served as a model for marketing, empowerment, and technical advice for downtown merchants. As of May, 2016 the City does not have a Main Street Manager and this work is being done by volunteers.

The City's economic development efforts are intertwined in a number of programs, including the City's Community Redevelopment Area (CRA), Community Development Block Grant (CDBG) program, and general services and infrastructure provision by the City, the latter focusing on replacement/modernization of water, sewer, and installation of reuse lines.

The City Commission sits as the CRA, which is typical in towns of Palatka's size with hands-on elected bodies. Some smaller towns have a separate CRA, such as the City of Sanford, and for a CRA advisory council, such as the City of Mt. Dora. Choosing between a Council CRA and separate advisory boards is a function of how much time elected officials want to devote to CRA issues and whether they want the more specialized and focused approach of a separate body.

Economic development priorities will influence the policies of other elements of the comprehensive plan. There are three key areas in which Palatka can lead and promote economic development for its residents:

1. Land Use (zoning, development standards, permit processing)
2. Public Facility and Service Investments (utilities, transportation, job training/assistance, parks, public safety, beautification).
3. Marketing, Cooperation and Coordination with Others.

Although Palatka is the economic hub of Putnam County, the City faces several challenges in improving economic vitality. The only real growth in the City has been the slow increase of chain stores, mostly dollar stores and restaurants, occurring only in outlying areas along Crill Ave., Reid St., and SR 19; and also medical and dental clinics and offices along Zeagler Dr. and St. Johns Ave. The following items are primary areas of concern to economic development in the City.

## **Challenges**

### Downtown Palatka

Many of the buildings in downtown Palatka were constructed prior to modern building codes and ADA requirements. Therefore the retrofitting of these buildings can be cost prohibitive. Other challenging factors facing downtown include the changing role of "bricks-and-mortar" stores as more Americans shop online and the tendency of local residents to shop or dine in Gainesville, Orange Park, St. Augustine, or even Jacksonville. Lower resident discretionary income has also affected downtown as well as Palatka's nearly empty mall. Boutique and specialty shops and a handful of restaurants and bars have struggled to survive downtown. An August, 2015 survey indicated that of the 95 functional commercial (ground floor) spaces along St. Johns Avenue between 2<sup>nd</sup> and 11<sup>th</sup> Streets, just 73 or 77% were occupied.

### Blighted Thoroughfares

The City's major thoroughfares, including Reid St., Crill Ave., State Rd. 19, and US 17, present a generally blighted appearance due to a lack of landscaping and tree shade, excessive sign clutter, expanses of deteriorating pavement, and lack of property and building maintenance. Most properties have intensive commercial zoning, which has resulted in a preponderance of auto repair-related uses that produce negative visual and noise impacts, particularly on small sites where a lack of adequate indoor repair space results in outside dead vehicle storage and repair

activity occurring in parking lots and even on sidewalks. These factors work against property maintenance, investment, and reinvestment. The City has chosen not to require landscaping and other Zoning Code-related upgrades with property improvement and change of uses, so conditions generally continue to deteriorate.

### Income

Palatka residents are among the poorest in Florida, with 35.4% of families having incomes below the poverty level (2013, American Community Survey, US Census Bureau). This compares with a much lower 12% statewide rate. Lack of job opportunity and low wages has resulted in 47.5% of those 16 or older ending up outside the labor force, compared with the comparable state proportion of 40%. In a state where the median income approaches \$47,000, Palatka households make \$19,883. Over 17% of households received some sort of public benefit, compared to a lower 7.6% on the state level.

### Labor Force

The City's labor force is less educated and poorer than the nation on average, as well as in comparison to cities and counties in the First Coast region. Just 17% of City residents have a bachelor's degree or higher, compared with 28%<sup>2</sup> for the nation. The economic success of residents is relatively low, as one might expect from the shortage of educated residents. Around one-half of the City's population is in the labor force, compared to almost two-thirds of the Jacksonville area, and the median household income in the City is less than half of incomes for the nation and the Jacksonville area.

### Housing

As previously noted, Palatka's population has stagnated or fallen for many years. The urban area has slowly grown with scattered subdivisions occurring outside of the City limits to the west. This has resulted in an aging housing stock with increasing numbers of substandard units, foreclosed homes, vacant and even abandoned homes, and code enforcement violations. The only subdivision developed in the last twenty years is the 27-unit Crystal Cove single-family development, now completely built-out. Just south of this development is a platted and approved 24-unit single-family subdivision, as of yet undeveloped. The 96-unit Cypress Mills Planned Unit Development (PUD) townhome project, located south of downtown and west of the South Historic District, was approved in 2008, during an unprecedented time of expansion of the Jacksonville metropolitan area, a time in which some people prematurely anticipated that Putnam County was the next logical location for regional growth. This PUD recently expired and the owner is considering shifting from townhome to single-family units that would be more marketable.

A primary problem in housing development is the City's high tax burden, with properties annexing into the City subject to a large increase in ad valorem taxes as well as the fire assessment fee. For this reason new subdivisions primarily occur in the unincorporated County, often on well and septic and on larger lots, trending toward urban sprawl.

---

<sup>2</sup> Source: 2005-2009 ACS 5-Year Estimates, American Community Survey

### Shovel Ready Sites

As previously stated, there is a need for fully entitled, infrastructure-ready business parks in the City. The City and County should seek funding sources to improve infrastructure, access, and appropriate signage in its two parks. Two large industrial sites have been annexed into the City: the Putnam County Business Park and 680 acres of undeveloped lands owned by Plum Creek. The County is in the process of platting and improving infrastructure in the Business Park, where there are only two uses: the incomplete shell warehouse building (owned by the County) and a former call center that has been vacant for several years. The 680 acres of Plum Creek property is undeveloped but has development rights for industrial uses.

### **Opportunities**

There are some key factors that attract new businesses and residents to cities, including location (proximity to metropolitan areas), transportation network, labor force, partnerships (public-private), and quality of life. Attracting large-scale employers to the City poses different issues than downtown redevelopment. Downtown redevelopment generally attracts small business owners, while large tracts of land located in the business or industrial park will attract larger-scale businesses.

### Location

While it is not served by a limited access highway and therefore may not attract higher profile and larger employers, Palatka is at the crossroads of two key state and regional road corridors: the U.S. 17 Jacksonville-to-Orlando corridor and the S.R. 100/20/207 corridor between Gainesville and St. Augustine. Due to the lack of a direct route between Jacksonville and Orlando/Tampa, considerable traffic is funneled across the river and through Palatka (in excess of 30,000 daily vehicles). The City is a half hour drive from St. Augustine and an hour drive from Jacksonville and Gainesville, and when economic circumstances improve and as these metropolitan areas grow, Palatka will benefit from increased business activity.

### Transportation

Area growth and increased regional traffic have prompted road widening for two-lane segments of S.R. 20 and U.S. 17 in Putnam County. It is not just the road network that links Palatka to other urban areas. A rail line connects Palatka with Jacksonville and Orlando and is utilized by Amtrak for passenger rail service, with the potential for future improved service. This comes at a time when Orlando-area counties are implementing a commuter rail system (Sunrail) that will be operational by 2013, and the Jacksonville Transportation Authority is studying commuter rail as well. The DeLand and Winter Park Sunrail commuter rail stations will co-locate with Amtrak stations, allowing for passenger transfers between the two systems and increased accessibility for Palatka. It is also probable that increasing fuel costs will support commuter rail, and there may also be increased demand for tourism-related rail passengers originating from Eastern Seaboard metropolitan areas.

FDOT is currently studying a new and/or improved road corridor to connect Jacksonville and Tampa, and Palatka is within the study area for this corridor (see Figure X). SR 20 is the southern boundary for the study area.

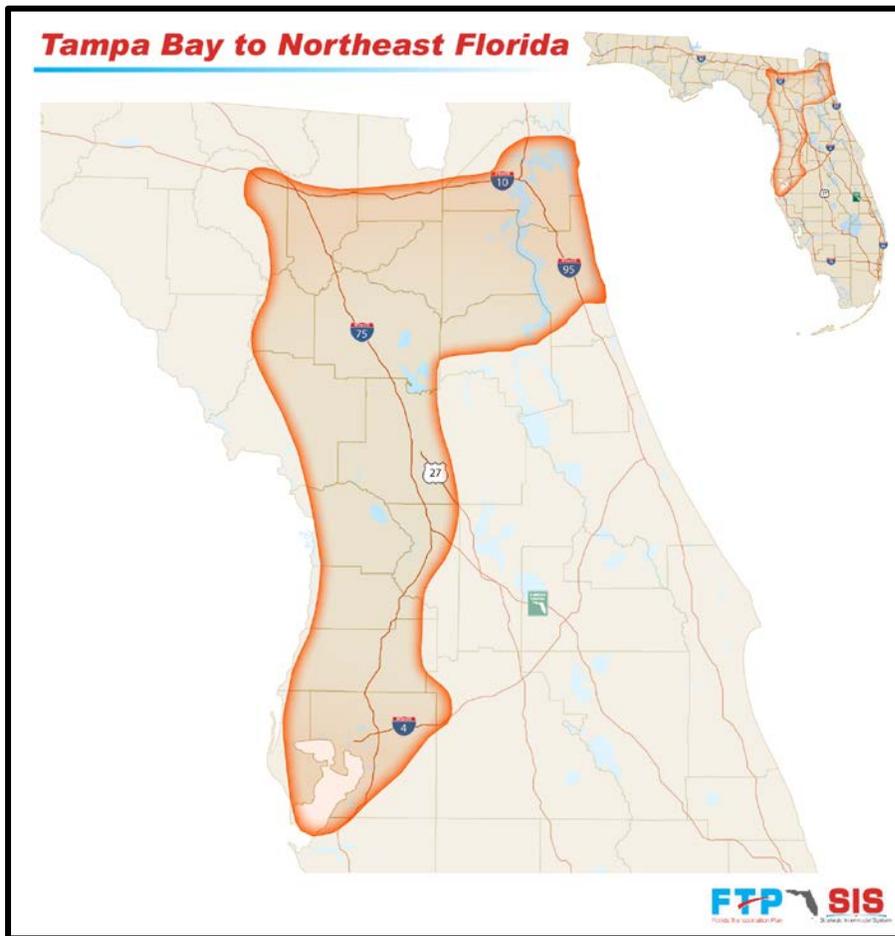


Figure 2: FDOT Jacksonville-Tampa Corridor Study area

FDOT’s reconstruction of C.R. 309C between S.R. 20 and S.R. 100 will help develop and maximize use of the Kay Larkin Municipal Airport and the adjacent Putnam County Business Park and Plum Creek Industrial Park.

Partnerships

The City has a unique opportunity to partner with a variety of public and private entities. For a relatively small population, the City hosts several influential entities, first and foremost being the St. Johns River Water Management District. The District has taken on an even more important role given the pressing issues of water supply and St. Johns River

restoration. The Florida School for the Arts (FLOARTS) is a unique and exciting institution from a planning perspective, since artists have been at the forefront of the revitalization and success of many Florida cities such as Sarasota, St. Augustine, Vero Beach, Naples and Lake Wales. St. Johns River State College is an excellent resource to provide job training and educational advancement for City residents. The State of Florida has recognized the importance of economic development through its REDI (Rural Economic Development Initiative) program, which requires that state agencies partner with jurisdictions like Palatka and Putnam County to attract grant funding and businesses. Entities like the Putnam County School District and St. Johns River State College are shaping programs for job training and early career development.

Downtown merchants can benefit from the Main Street program, which is run by the City. The City also has many involved citizens who support arts and culture organizations, and Downtown Palatka Inc. and the Main Street program can serve as an effective private/quasi-public partnership to improve downtown.

The Florida Small Business Development Center (FSBDC) at the University of North Florida provides management assistance and training to any prospective or existing small-business

owner in the City. The Florida SBDC Network is state designated as Florida's Principal Provider of Business Assistance [ § 288.001, Fla. Stat.] and recognized as Florida's "premier source" for business assistance. With this assistance, clients can become more successful and, in turn, contribute positively to the area's economic growth and stability. With funding from the U.S. Small Business Administration, the University of North Florida, Putnam County, and other public and private sector sources, the FSBDC at UNF is able to provide its management assistance services at little or no charge to the client.

There are several local job-training programs that serve residents of Palatka and Putnam County. The Putnam County campuses of the First Coast Technical Institute and St. Johns River State College provide training for new and existing businesses and industries. The First Coast Technical Institute has expanded its programs in Putnam County to offer coursework in the culinary arts, welding, and diesel mechanics. Technical training needs have also been addressed through the creation of the Tech Prep initiative. This initiative was created through a partnership between Putnam County Schools and St. Johns River State College. These training and educational opportunities are a necessity if Palatka is going to attract new business.

#### Quality of Life

In this time of suburban and exurban growth, the City is positioned to provide an alternative to Florida sprawl. The historic central city is unique and attractive, the river is magnificent and relatively pristine, and the juxtaposition of city and nature is compelling. Palatka has the opportunity to weave together strains of culture and environment to increase overall livability. This can be achieved through preserving historic buildings in the downtown area and surrounding neighborhoods, promoting appropriate infill in the Downtown and historic neighborhoods, retrofitting and greening-up older and declining areas of the City, and attracting new development with attractive architecture and landscaping. Private investment can be sparked by public investment in streetscape, parks, and infrastructure in general.

Additionally, the City has benefitted from arts and cultural activities in recent years. FLOARTS attracts students from across the state to study under accomplished artists in the performing arts (acting, dance, musical theatre, and production and design) and visual arts (studio and graphic design/new media). The Arts Council of Greater Palatka is an established organization with a board of directors, operating programs out of the historic Larimer Arts Center. The Conlee-Snyder Mural Committee has created striking murals on building walls throughout the City that showcase Palatka's history. Create! The Artists Guild of North Florida holds an annual "paint-out" competition that attracts artists from across the state to develop locally-inspired works of art. Other active arts organizations include the African Cultural Arts Council, the Gourd Society, Palatka Art League, Palatka Railroad Preservation Society, and Putnam County Community Band.

Economic and quality of life impacts of art to Florida communities have been documented, most recently in a study called "Arts and Economic Prosperity III: The Economic Impact of Nonprofit Arts and Culture Organizations and Their Audiences in the State of Florida." This study measured the economic impact of the nonprofit arts and culture industry in Florida. In 2008, spending by arts and culture organizations and their audiences supported a total of 88,326 full-time equivalent jobs, and total revenue generations of \$196,778,000 for local government and

\$2,057,309,000 for household income paid to residents. Additionally, the average event attendee spent \$29.42 on event related activities, meals, lodging, and transportation per event.

Florida cities like DeLand, Sarasota, Venice, and Winter Park have reaped considerable benefits from the presence of a vigorous arts community. As one example, Greater Sarasota is home to 1,690 arts-related businesses that employ over 6,258 people. Arts-related activities in Sarasota County generate millions in local economic impact. Sarasota County-based non-profit cultural organizations conservatively employ more than 3,000 full-time cultural workers and generate more than \$123 million in household income to local residents. Arts districts and colonies like Towles Court and the Arts Village have sparked revitalization in downtown Sarasota and surrounding neighborhoods, and arts audiences spend more than \$54 million in local restaurants, hotels, retail stores and parking garages. An important mainstay of the arts community in Sarasota is the Ringling College of Art and Design, an institution similar to FloArts.

Success stories like this provide insight into the economic and social benefits of promoting arts, especially for a city like Palatka that is trying to reinvigorate its economic base. There is excellent potential to utilize arts-related activities to reinvigorate the downtown area. Significant efforts should be made to entice FloArts to locate classrooms, studios, and design space in vacant buildings in the Downtown CRA. The Savannah College of Art and Design accomplished this on a larger scale, to the benefit of the community and the local economy. This type of arts anchor would encourage the creation or rehabilitation of larger performing arts centers.

Another issue to consider is the promotion of mixed-use development in the City, particularly downtown. Mixed-use development is the planned integration of some combination of retail, office, residential, hotel, recreation or other functions. It is pedestrian-oriented and contains elements of a live-work-play environment. It maximizes space usage, has amenities and architectural expression and tends to mitigate traffic and sprawl. This definition of mixed-use fits in with recommendations expressed in the Community Redevelopment Area Plan and projects that are already in their implementation stage. The CRA Plan highlights the need to provide more low to moderate income housing in the downtown area and to encourage private businesses to locate in these areas. Recent downtown developments like the Hampton Inn, St. Johns River Center, Riverfront Park renovation, and the Riverfront Square mixed-use development represent a successful public-private partnership working toward the common goal of implementing the Riverfront Master Plan.

There are several commercial storefronts with available space located on upper floors in the Downtown CRA. The creation of residential units and additional office space from these vacant floors would serve as a good reuse of space and would also not require additional utilities and services. Mixed-use development helps to limit sprawl and reduce traffic, goals of HB 697, which requires communities to adopt GOPs that reduce greenhouse gas emissions.

### **Economic Development Recommendations**

The following recommendations are suggested for a proposed Economic Development Element. These recommendations are listed under specific topics:

1. Downtown Revitalization and Marketing

2. Riverfront Master Plan
3. Arts/Cultural Strategies
4. Tree City
5. Industrial Park
6. Future CRAs
7. Airport
8. Infrastructure Improvements
9. Business Incubator
10. Public-Private Partnerships
11. Urban Service Boundary
12. Rail and Water Transportation
13. City Economic Development
14. Eco-Tourism
15. Heritage Tourism

#### Downtown Revitalization

- Adopt policies within the Historic Preservation Element (referenced by a policy in the Economic Development Element) that consider the implementation of state-enabled city tax exemptions for locally designated historic structures.
- Continue programs that leverage private investment on appropriate historic building improvements with City TIF or other funds.
- Continue to institute downtown design improvements including the following:
  - a. Nurture, trim, and replace downtown street trees
  - b. Consider instituting public and private lighting improvements in the form of a “Light Up Downtown program” particularly historic facades
  - c. Fill holes (vacant lots, parking lots) in downtown building fabric by installing “streetwalls” or low hedges/walls along frontage of vacant lots and parking lots that continue the line of buildings that provides enclosure for the street.
  - d. Develop signage program for public parking, public buildings, and merchant directories that is tasteful and recognizable.
  - e. Consider establishing a civic facility like a town square with a pavilion in an interior downtown location within walking distance of riverfront. This space would not be open like the riverfront, but enclosed by buildings like urban plaza, celebrating the city instead of river/open space. This area would be utilized for special events and would link pedestrians and energy from the public riverfront to the retail district. Several potential locations exist for this such as the northwest corner of St. Johns Ave. and 2<sup>nd</sup> St., the courthouse parking lot, or the courthouse lawn.
  - f. Beautify currently unattractive and critically important view corridors from US 17 to attract passers-by: street trees and plantings, building canopies/ awnings, and parking/vacant lot streetwalls.
  - g. Develop parking study that identifies current and future parking demand and supply. Work to provide for public parking either through small and scattered lots peripheral to St. Johns Avenue or through a parking garage including ground floor retail.

- h. Incorporate Community Redevelopment Area Plan (adopted 2010) recommendations.

#### Riverfront Master Plan

- Continue to implement the Michael Redd Riverfront Master Plan including park renovation, mixed-use development, and entertainment district.

#### Downtown Marketing

- Partner with private entities to leverage public resource – in particular consider partnering with banks that can match city loan contributions and sponsor activities.
- Encourage and consider providing incentives for establishment of live-work artist district and ancillary uses.
- Continue using grant and other funding to transform the Price Martin Center into a mid-size performing Arts Center, upgrade lighting, sound, and wiring; fit interior with appropriate seating, and improve design elements.

#### Arts/Cultural Strategies

- Nurture and promote active cultural and arts programs, particularly in conjunction with downtown redevelopment and programs.
- Continue and enhance Mural Program.
- Support art events that attract artists to the City like the annual “paint out” held by Create! The Artists Guild of North Florida.
- Inventory art facilities and programs to assist in determining types of facilities, capacities and activities to be scheduled. Update inventory annually.
- Complete an assessment of cultural needs of the community.
- Continue allowing 501(C)(3) non-profit art organizations with demonstrated track record and/or business plan to lease unoccupied city buildings for a nominal fee.
- Interface with state and regional tourism agencies to develop a clearer identity for the City.

#### Tree City Strategies

- Develop tree inventory of street trees along collector and arterial road corridors in conjunction with the development of a citywide Master Tree Plan, aimed at supplementing existing tree canopy along roadways, preserving and pruning existing trees, and planting appropriate new urban street trees where needed.
- Commit the City’s Tree Fund (funded solely by development mitigation of the tree protection ordinance, when trees are removed for new construction projects) to help implement the Master Tree Plan.
- Identify additional funding sources for tree planting and maintenance through programs like Keep America Beautiful and adopt-a-median, adopt-a-block and other sponsorship and recognition programs.

#### Industrial Parks

- Work with the EDC and Chamber as lead agencies in marketing the Plum Creek and Putnam County industrial parks to targeted industries.

- Business Park Improvements – work to improve infrastructure, access, and appropriate signage for the City’s two business parks: Putnam County Business Park and Plum Creek Business Park.
- Consider allowance of limited heavy industrial uses when such uses clearly would not negatively affect the public welfare, health, and safety.

#### Future CRAs

- Establish Community Redevelopment Areas along blighted sections of major thoroughfares such as Reid St., SR 19, Crill Ave., and US Hwy 17, along with adjacent residential areas. This will lay the groundwork for future localized public/private improvement projects.

#### Airport

- Continue to pursue state and federal grants for capital improvements in airport facilities and new business attraction and retention (within reason, ensuring not to over commit the City to matching grant costs).
- Improve appearance of airport through use of strategic landscaping.
- Implement marketing proposed by Airport Master Plan.

#### Infrastructure Improvements

- Pursue the following prioritized economic development-related infrastructure projects:
  - a. Reuse System – the goal is phased, 100% coverage as required by the water management district and EPA. The City is has completed the system that serves the municipal golf course and cemeteries. This project cost \$1.5 million, and was grant funded by DCA, DEP, District, with a City match. The City is now in a position to offer reuse to public and private properties.
  - b. Other Projects - ongoing replacement of very old water and wastewater lines; space needs for City administration; City development of Terminal West industrial park for aviation-related facilities.

#### Business Incubator

- In planning for such a facility, stress the following elements that help businesses to succeed: determining the best location; have available space for expansion, availability of basic services (reception, conference room) track record of the incubator's manager, “graduation” policy, flexible space, common facilities, and negotiation with service firms (accounting, tax, marketing, legal, advertising and business planning) for trial-period discounts for services to new businesses.
- Consider working with SJRSC/FLOARTS to establish a downtown incubator, branch, and continuing education facility to address the need for job training and education that is accessible for those most in need, and to build on the potential synergy between the arts and education.

#### Public-Private Partnerships

- Communicate with the following public, quasi-public, and non-profit groups including establishing recurring agenda items for Putnam County, Northeast Florida Regional Council, Putnam County Chamber of Commerce & Main Street Program, Putnam County

Economic Development Council, St. Johns River State College, St. Johns River Water Management District, Downtown Palatka, Inc., African Cultural Arts Council, the Arts Council of Greater Palatka, Create!, the Gourd Society, the Palatka Railroad Preservation Society, Conlee-Snyder Mural Committee, Palatka Art League, Putnam County Community Band, Putnam County Historical Society, River City Players, residents, property owners, and businesses.

- Pursue established foundations, state, federal, and other grant and loan opportunities in conjunction with the entities listed above, possibly utilizing a city-funded grants staff person, who could also act as City's economic development coordinator.
- Create a committee of those who deliver cultural programs to greater Palatka, including at a minimum a representative member from the Chamber of Commerce, Downtown Palatka, Inc, Palatka Main Street Program, St. Johns River State College, Florida School of the Arts (FloArts), Conlee-Snyder Mural Committee, Palatka Art League, the Arts Council of Greater Palatka and area museums and cultural groups, and a City Commissioner. The committee will serve as a catalyst in securing grants, developing long-range planning goals, and encouraging joint programming.

#### Urban Service Boundary

- Consider an agreement with County that would define the logical extent of city-provided urban services and provide for funding strategies for service area expansion and annexation.
- Work with County to identify logical land use mix for lands identified for future expansion and annexation areas, including sufficient lands for commercial and industrial use.

#### Rail and Water Transportation

- Work with Amtrak, CSX, Jacksonville Transportation Authority, First Coast Metropolitan Planning Organization, FDOT, Central Florida Commuter Rail Commission, and state and federal elected officials toward extending commuter rail north from Deland to connect with a possible Jacksonville commuter rail system that terminates in Clay County.
- Lobby FDOT to ensure that new Shands Bridge for Outer Beltway will be high enough to allow for barge and boat traffic, restoring the former role of the St. Johns River as a maritime highway.
- Work with Amtrak in converting train station to "manned" status.
- Support water taxis for eco-tourism and potential transit purposes.
- Market and promote rail daytrips to City from regional origins such as Jacksonville, Orlando, South Georgia, etc.; with hiking, water taxi, and downtown shopping/eating as a draw.

#### City Economic Development

- Consider separate advisory CRA board to allow for citizen advice and more focus on redevelopment.
- Consider city staff economic development staff position – not to replace Chamber efforts but to supplement them.

- Consider tax exemptions for property improvements to new or expanding businesses in brownfields or enterprise zones (requires city referendum) under F.S. 196.1995.

#### Eco-Tourism

- Continue to support and promote fishing tournaments.
- Plan for bicycle routes or trails to link terminus of Lake Butler-Palatka rail trail to downtown. Work with St. Johns River Water Management District and Municipal Airport to showcase trail, given that both facilities are close to the trail and can provide connections for visitors and trail users.
- Support public and/or private water taxis that connect the Riverfront Park with Murphy Island for hikers and/or campers.
- While planning for trails consider equestrian use when appropriate.

#### Heritage Tourism

- Work with the Chamber and other local and state tourism and economic development entities to promote the City's historic, natural, and cultural resources.
- Develop master plan for kiosk interpretative signs in historic districts and Downtown. Such signs will highlight local historic, architecture, environment, and culture.

## **Issue 3: Transportation**

Palatka's transportation program is constrained by a lack of funding for improvements, and most major roadways are under the jurisdiction of the Florida Department of Transportation (FDOT) or Putnam County. The current policies set forth in the Traffic Circulation Element of the Comprehensive Plan prescribe a system known as concurrency, which requires transportation impact fees for new development and requires that such development has available road capacity on nearby impacted roads. Concurrency requires that the City direct impact fee and other revenue toward a long-range collection of road improvements. However the lack of revenues has been accentuated by the ongoing impact fee moratorium (since 2008 when they were adopted) of transportation (and other) impact fees. In addition, roadways within the City have a large amount of available road capacity – in 2014 the average available capacity of arterial and collector roadways within the City was estimated by FDOT and Putnam County as 68%. Even the City's busiest road – Reid Street in the downtown area – has 8% available capacity, and Crill Avenue has 23% available capacity. Table 1 and Figure 1 show the most recent available traffic data for roadways within the City.

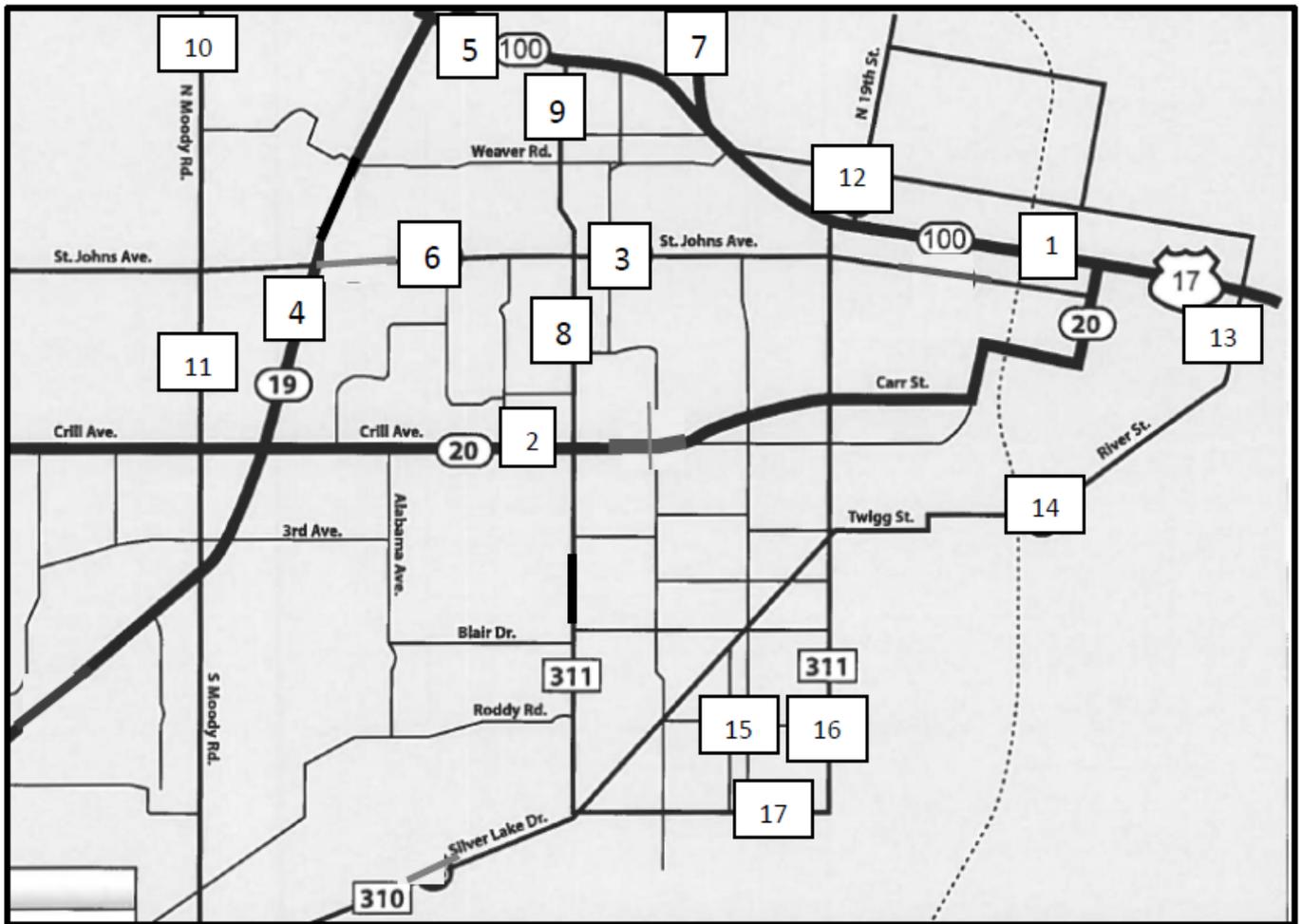
Concurrency was effectively made optional through state legislation passed between 2009 and 2011, which replaced it with "mobility," which is strongly encouraged by state statute. Mobility is an approach that departs from the bean-counting of matching traffic counts with road capacity limitations and determining when roads "fail." This failing roads equation, at least in jurisdictions with available transportation funding resources, actually promotes urban sprawl and hinders redevelopment in areas where little road capacity was available, which also happened to be thriving and successful commercial or mixed use areas.

Mobility, in statutory terms, includes "land use and transportation strategies to support and fund mobility within the exception area, including alternative modes of transportation." This would concentrate the City's limited resources to minor intersection or signalization improvements, bicycle lanes, sidewalks, and trails. Should conditions change to where a new annexation area development or major redevelopment would impose excessive traffic burdens on the City, Senate Bill 360 clarifies that "the designation of a transportation concurrency exception area does not limit a local government's home rule power to adopt ordinances or impose fees." However this would be on a case-by-case basis, with support from the Comprehensive Plan in the form of thresholds over which developments would negotiate traffic mitigation with the City. This may come into play with larger tracts that may wish to annex into the City. With potential population increases of several thousand future residents, local roads will be impacted and new roads may be required. The City at that time can assess impacts and assign responsibilities for future improvements.

**Table 8: Annual Average Daily Traffic for Arterial and Collector Roads**

Roadway	Jurisdiction	Traffic Count Segment & Map Location	Lanes	2010 Traffic Count <sup>1</sup>	2014 Traffic Count	Difference	Roadway Capacity	2014 Avail. Capacity	Avail. Capac. %
US 17	FDOT	St. Johns River Bridge (1)	4	35,958	28,000 <sup>1</sup>	-7,958	30,320	2,320	8%
Crill Ave.	FDOT	Palm to Moseley Ave. (2)	2	15,212	10,000 <sup>1</sup>	-5,212	17,700	3,988	23%
St. Johns Ave.	City/Co.	Palm to Moseley Ave. (3)	2	11,370	9,600 <sup>1</sup>	-1,770	17,700	7,632	43%
SR 19	FDOT	South of St. Johns Ave. (4)	6	23,466	17,200 <sup>1</sup>	-6,266	44,925	22,917	51%
Reid St	FDOT	US 17 to SR 19 (5)	4	21,131	15,600 <sup>1</sup>	-5,531	37,900	19,818	52%
St. Johns Ave.	County	East of SR 19 (6)	4	12,755	9,600 <sup>1</sup>	-3,155	29,850	21,307	71%
US 17	FDOT	North of Reid St. (7)	4	10,858	10,000 <sup>1</sup>	-858	37,900	28,319	75%
Palm Ave. S.	City	St. Johns Ave. to Crill Ave. (8)	4	9,572	5,300 <sup>1</sup>	-4,272	29,850	20,773	70%
Palm Ave. N.	City	South of Reid St. (9)	4	7,862	5,300 <sup>1</sup>	-2,562	29,850	23,037	77%
N. Moody Rd.	City	South of SR 100 (10)	2	5,425	4,100 <sup>1</sup>	-1,325	17,700	13,261	75%
S. Moody Rd.	City	North of SR 20 (11)	2	4,006	4,100 <sup>1</sup>	+94	17,700	13,777	78%
19 <sup>th</sup> St.	County	Reid St. to Madison St. (12)	2	4,526	3,200 <sup>1</sup>	-1,326	17,700	14,313	81%
S. 3 <sup>rd</sup> St.	City	Laurel St. to Reid St. (13)	2	2,889	2,913 <sup>2</sup>	+24	17,700	14,787	84%
River St.	City/Co.	Laurel St. to Moseley Ave. (14)	2	1,887	2,400 <sup>1</sup>	+513	17,700	15,711	89%
Husson Ave.	City	Silver Lake to Edgemoor (15)	2	2,469	2,000 <sup>1</sup>	-469	17,700	15,771	89%
Moseley Ave.	City	Silver Lake to Edgemoor (16)	2	1,970	3,500 <sup>1</sup>	+1,530	17,700	15,981	90%
Edgemoor St.	County	Moseley Ave. to Palm Ave. (17)	2	2,644	3,500 <sup>1</sup>	+856	17,700	16,202	92%

Source: <sup>1</sup> FDOT Traffic Counts or <sup>2</sup> Putnam County 2014 Traffic Count Program. Roadway capacity from Florida Dept. of Transportation, *Generalized Annual Average Daily Volumes for Florida's Urbanized Areas*



**Figure 3: City Traffic Count Map**

The Mobility approach also provides the opportunity to create usable open space along with transportation alternatives. There are several opportunities for “road diets” – reducing un-needed lanes. The six-lane segment of SR 19 could be reduced to four-lanes, providing future opportunities for sidewalk/multi-use path expansion and roadway beautification. Similarly, Palm Ave. and St. Johns Ave. between Palm Ave. and SR 19 could be reduced from four to two lanes, while retaining turning lanes. Both these roadways now carry around ½ of the maximum traffic capacity of a two-lane road and could operate as efficiently as they do now with the use of medians and possibly even a roundabout at their intersection. Obviously any such changes would require public expenditures, but it is possible that the benefits of attractive and more functional roadways will attract development and enhance property values, along with providing recreational and exercise opportunities for residents.

The City would shift over to the mobility approach through the development of an assessment and improvement plan. This plan would focus on the connectivity of roads, sidewalks, bicycle lanes, and multi-use trails.

### **Transportation Recommendations**

- Replace concurrency system with Mobility Plan accompanied by the Complete Streets program, which focuses on achieving an interconnected system for all forms of transportation.
- Develop Mobility Fee for new construction with road impacts above a certain threshold.
- In an effort to reduce single-occupancy vehicles and lessen roadway congestion, encourage alternative modes of travel through the development of multi-modal corridors that accommodate pedestrian, bicyclists, and transit riders. Trains, boat, and plane travelers should be accommodated as well.
- Promote the Complete Streets program, including elements to encourage connected bikeways and pedestrian systems which encourage bicycle and foot travel throughout the City, tying together neighborhoods and shopping, employment, schools, cultural facilities, parks, and places of interest.
- Bicycles should be accommodated by a combination of bicycle lanes on road shoulders, multi-use trails, and local streets, with signage utilized to identify system components.
- To protect motorists, pedestrians, and bicyclists, the City should plan for traffic calming measures when needed in areas with higher risk for accidents, particularly intersections.
- Assist Ride Solutions in maintaining and improving the City’s transit system. The City should consider promoting new bus stops, transit routes, and encouraging extended service hours. Transit bays should be planned and provided along with bus benches/shelters and transit signage. The City should encourage Ride Solutions to install bicycle racks for buses.
- Upon implementation of the water taxi program, promote use of the boats for transit, tourism, and excursions.
- Coordinate with the County in developing a list of priority projects for both the bus stops and transit routes.
- Before any financial commitments, annually monitor future ridership levels and potential reduction in traffic congestion.

- Pursue funding opportunities for improved access to the City business parks, particularly an improved road linkage to SR 20, via St. Johns Ave./Motes Rd., Francis Church Rd., or a new road connection.
- Lobby FDOT to host a future Jacksonville-to-Tampa road corridor, which could include a US 17/State Rd. 19/State Rd. 20 route.
- To increase ridership and improve services, the City should pursue manned station status for the Amtrak station and also pursue connecting bus service from the Amtrak station to Gainesville and St. Augustine. The lack of luggage service including bicycle loading is a deterrent to attracting users of the City and County's extensive trail system.
- Monitor changing technology and its effects on driving and parking patterns such as Uber and driverless cars.

## **Issue #4: Trails and Parks**

Putnam County is becoming a trail and blueway destination, as noted within the 2009 Putnam County Trails Master Plan. This plan notes that there are 14 existing trail systems with a total length of 188 miles. This does not include the St. Augustine to Lake Butler multi-use paved trail, a 66-mile trail which passes through the heart of Palatka and is in the process of being completed.

The City has an 18-hole golf course, six community parks (Riverfront Park, Hank Bryan Park, Waterworks Environmental Center, Bronson-Mulholland House and Grounds, and Booker Park), four neighborhood parks (Shaw Buck Park, Forrester Field, Fred Green Park, and Palatka Heights Park), and two pocket parks (Azalea and Revels Park). However with the exception of the Riverfront Park there is not a definitive improvement and maintenance plan for these facilities. City Staff are now developing this plan.

Palatka is in a unique position for parks and trail development. Palatka is the largest municipality in terms of population in Putnam County, is the economic hub of the County, and also is the County Seat and is located at the confluence of several regional roadways. Additionally, the City still has large tracts of land along the St. Johns River that are undeveloped and have excellent potential to contribute to Palatka's already diverse parks system. If these areas were developed as parks or greenways, they would contribute to the larger Putnam County parks system, which includes Blue-ways or paddling trails, regional trails, and large amounts of conservation and recreation space.

Putnam County developed a St. Johns River "Greenprint," intended to celebrate the culture and history of the St. Johns River. This document includes goals, a prioritized list of opportunities, and recommendations for action steps. The Greenprint emphasizes preserving community character and defining the river as a key destination to attract people to live, work and play.

In 2009, Putnam County adopted a trails master plan. The vision statement of this document is, "to establish Putnam County as the trail hub of Florida while enhancing and enriching the quality of life of Putnam County citizens through the development of cycling, pedestrian, equestrian, paddling and other trails that serve as recreational amenities, alternative connectors to community destinations and economic stimuli." This plan is clear on the social, economic, and aesthetic benefits of a unified plan for the development of recreational opportunities available to the citizens of the County as well as visitors to the area.

For instance, the Putnam County Trails Master Plan already addresses two potential trails within the City: a small loop that links several parks along the St. Johns River and winds through the North Historic District, South Historic District and Central Business District; and a larger loop that weaves throughout the City. In addition to providing specific locations for trail development, the Trail Master Plan provides useful information on the benefits of trails, assessment of current conditions, trail prioritization, and potential trail funding opportunities. This document serves as a good baseline for the development of an integrated long-range park and trails plan for the City.

The goals, objectives and policies that have been incorporated into the Recreation and Open Space Element of the Comprehensive Plan do a good job of identifying current park space and amenities, but do little to promote integration of these places into a larger county or regional context. Additionally, the lack of an adopted parks and trails master plan, with an accompanying map, hinders the ability of the City to seek grant money from various sources such as the Florida Recreation Development Assistance Program (FRDAP).

The accompanying map can be one map or a series of maps. The overall goal of the map or maps is to inventory the existing trails and transportation network within the City; to identify potential links to existing intra-county trails; to identify locations of planned and proposed multi-use trails, many of which have already been included in the Trails Master Plan; and to identify trail and park projects on a priority level (low, medium, and high) based on community need, as well as how they would contribute to the larger Trails Master Plan.

FRDAP is a competitive grant program that provides financial assistance to local governments for development or acquisition of land for public outdoor recreational purposes. Grant requests through the FRDAP program are evaluated on a point system, of which 20 points are directly attributed to the project implementing the applicant's adopted local comprehensive plan.

One major project that has come to the forefront in recent years is the promotion of Putnam County as a bicycle destination. Significant efforts have been made by the County to attract visitors with this recreational activity in mind. A major component of the Putnam County Trails Master Plan is dedicated to bicycling, not only as a recreational activity but as a mobility choice. The City has an opportunity to capitalize on this economic stimulator, as well as potentially relieving some of the impacts associated to single-occupancy car travel on already busy streets.

An extra benefit of promoting a multi-use trails system is directly attributable to requirements in Florida House Bill 697, which requires local jurisdictions to examine ways to reduce greenhouse gas emissions. A trails system fosters alternative modes of transportation that reduce vehicle miles traveled, as well as the number of single-occupancy vehicle trips on congested roadways. This is just one component of House Bill 697, but is a considerable part of the holistic approach to reducing greenhouse gas emissions.

In addition to the social benefits of promoting more recreational opportunities through the creation of new spaces or the enhancement of existing spaces, the economic benefit of these types of spaces is well documented. "In 2002, a survey of 2,000 recent home buyers was co-sponsored by the National Association of Home Builders and the National Association of Realtors. The survey asked about the importance of community amenities, and trails came in second only to highway access. Those surveyed could check any number of the 18 amenities, and 36 percent picked walking, jogging or biking trails as either important or very important. Sidewalks, parks, and playgrounds ranked next in importance<sup>3</sup>."

---

<sup>3</sup> Source: Trails are Important to Home Buyers, Survey Shows. Benefits of Trails and Greenways; Hosted by AmericanTrails.org. [www.americantrails.org/resources/benefits/homebuyers02.html](http://www.americantrails.org/resources/benefits/homebuyers02.html)

The National Recreation and Parks Association states that “Parks and recreation programs generate revenue directly from fees and charges, but more importantly, provide significant indirect revenues to local and regional economies from sports tournaments and special events such as arts, music, and holiday festivals. Economic activity from hospitality expenditures, tourism, fuel, recreational equipment sales, and many other private sector businesses is of true and sustained value to local and regional economies<sup>4</sup>.”

Proximity to trails and parks can help to elevate the value of the housing stock available within the City, as well as to entice out-of-town buyers to purchase housing within the City. Economic stimuli also increase tax revenues collected from tourists.

### **Parks and Trails Recommendations**

- Although the City already has a Recreation and Open Space Element in the Comprehensive Plan, the creation of a Long-Range Parks and Trails Plan would allow the City to consolidate all of the information associated to its existing parks, recreational facilities, and golf course into one cohesive document.
- Use the Long-Range Parks and Trails Plan to facilitate the acquisition and improvements recommended as high priority within the Putnam County Greenprint for the City, as well as areas targeted by the Putnam County Trails Master Plan.
- Develop a long-range parks and trails plan that utilizes all the work completed by the Putnam County Greenprint and Trails Master Plan. Other valuable resources that should be considered are Blue-ways and Rails-to-Trails.
- Examine areas in the City that are in the newly defined Coastal High Hazard Area (CHHA). Several parcels along the St. Johns River are yet to be developed according to the existing land use map, but are slated for development on the future land use map. All development should be focused away from lands located in the CHHA unless mitigation measures are in place that have been approved by the Department of Community Affairs. If mitigation measures have not been approved for development with the CHHA, parks and trails would be a good use of the land. Established parks and trails could provide direct access to the St. Johns River, add to the amenities included on the St. Johns River paddle trail (Blue-ways), and preserve scenic vistas of the river.
- Examine potential linkages to other regional trail systems and park facilities. The Putnam County Trail Master Plan has already identified existing trails and the location of proposed trails for future development. This could be used as a baseline for determining appropriate linkages within the City that could be integrated into the larger county and regional trail system.
- Evaluate opportunities for trail development through the national Rails-to-Trails Conservancy program.

---

<sup>4</sup> Source: Why Parks and Recreation are Essential Public Services, National Recreation and Parks Association. [www.nrpa.org/uploadedFiles/Connect\\_and\\_Share/Community/Parks\\_Are\\_Essential\\_Public\\_Services.pdf](http://www.nrpa.org/uploadedFiles/Connect_and_Share/Community/Parks_Are_Essential_Public_Services.pdf)

## **Issue #5: Annexation and Municipal Boundary**

Palatka has an unplanned municipal boundary, resulting from decades of a voluntary annexation policy for municipal services. This has resulted in the creation of enclaves and the inefficient delivery of municipal services.

Chapter 171 of the Florida Statutes covers the subject of municipal annexation or contraction. Annexation is defined as “adding of real property to the boundaries of an incorporated municipality, such addition making such real property in every way a part of the municipality (s. 171.031 F.S.).”

Since the last update to the Comprehensive Plan, the City has annexed 765.7 acres from unincorporated Putnam County. Most of the annexed lands are attributable to industrial use (706.9 acres), of which the Plum Creek Industrial Park comprises 680.12 acres. The remaining annexations have been 40.5 acres for commercial use and 18.3 acres for residential use.

The City has approached annexation through voluntary annexation instead of a forced annexation process. The City enters into a “Voluntary Agreement to Annex” agreement with property owners in unincorporated Putnam County requesting City water. The property owner(s) agree to voluntarily annex into the City once their property becomes contiguous with the municipal boundary.

Currently, the Future Land Use Element of the Comprehensive Plan has an objective and policy (Objective A.1.10, Policy A.1.10.1) directed towards annexation, none of which are attributable to voluntary annexation. Additionally, there are objectives and policies in the same element that discourage urban sprawl and provide incentives directed towards infill of areas that already have municipal services (Objective A.1.6 & Policy A.1.6.1). As a result, specific objectives and policies should be adopted that provide criteria to guide when voluntary annexation should be used.

Another issue that could be considered is the creation of a joint planning area. A Joint Planning Area (JPA) is an agreement between two jurisdictions on how a specific area will grow and how the review of the growth will be conducted. Each JPA includes a map of the area to which the JPA will apply, as well as the terms of the agreement as provided for in Section 163.3171 Florida Statutes.

The Putnam County Comprehensive Plan already has a policy in place that says the “County shall coordinate with the City and other local jurisdictions to develop joint planning area agreements (Policy G.1.1.4).” It continues to recommend that these agreements should focus on future annexation areas and procedures, as well as the use of land development regulations such as overlays for enclave areas.

### **Municipal Boundary Recommendations**

- Adopt policies in the Future Land Use Element that direct the City to proactively work to diminish and eventually eliminate enclaves.

- Pursue an agreement with Putnam County that would define the logical extent of city-provided urban services and provide for funding strategies for service area expansion and annexation.
- Adopt policies in the Future Land Use Element that promote the use of a Joint Planning Area with Putnam County.
- Evaluate duplication of services by City and County and determine how to streamline and reduce costs for such services.
- Identify potential annexation areas and rank such areas based on revenue implications and service delivery.
- Hold workshop(s) to assess annexation prospects and urban service delivery issues. Develop GOPs from these workshops that can be included as part of the EAR-based amendments.

## **Issue #6: Community Development and Sustainability Priorities Recommendations**

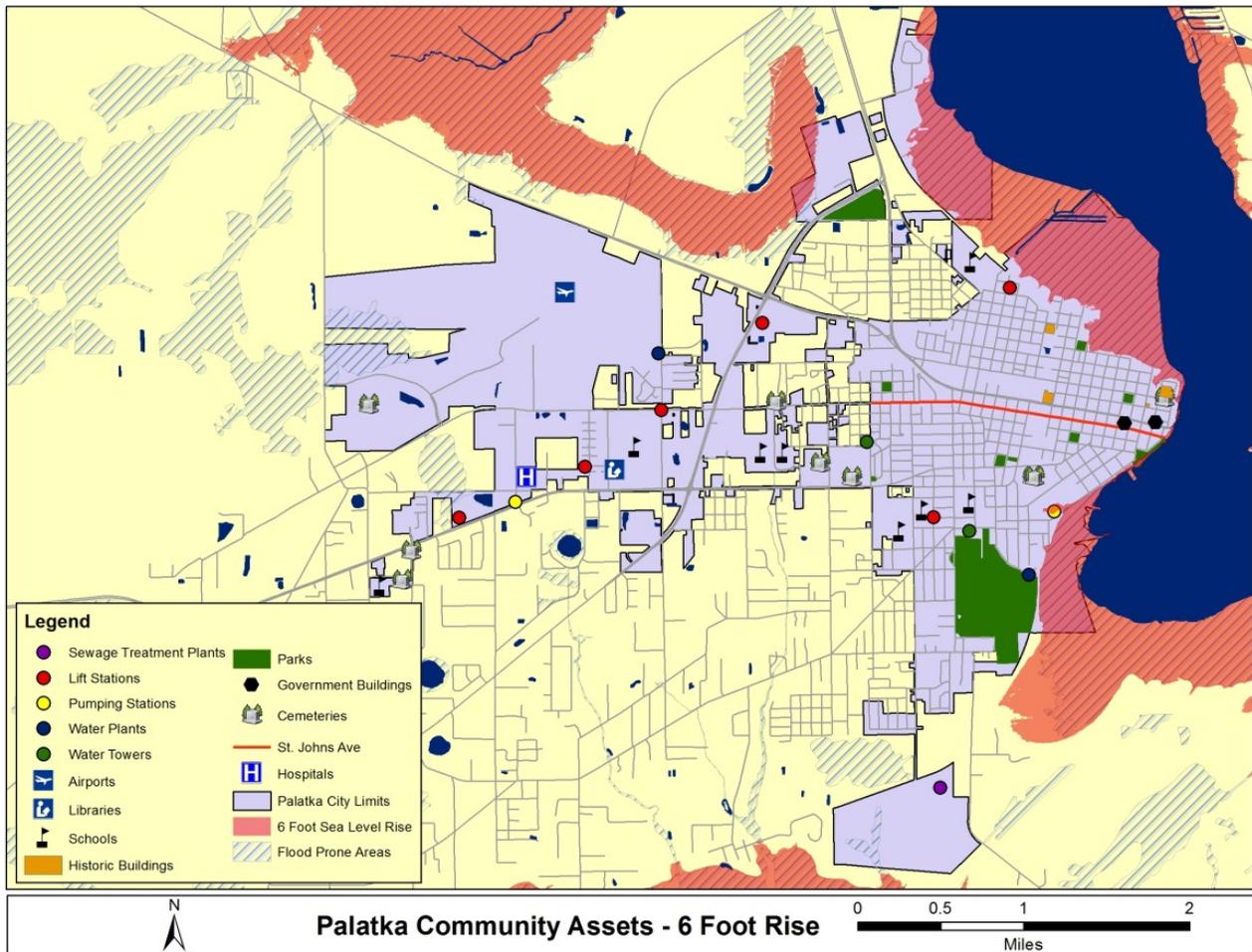
On December 10, 2015 the City Commission adopted the following policy priorities. The City is in the process of developing plans for pursuing these priorities, and the Comprehensive Plan will be updated accordingly as this work proceeds.

- Wastewater Treatment Plant Upgrades
- Infrastructure upgrades and expansion
- Affordable, Adequate and Clean Housing
- Development of a Business Incubator

## Issue #7: Sea/River Level Rise

The City Commission directed staff to develop recommendations for comprehensive plan goals, objectives, and policies that address sea level rise. As noted in a 2010 Florida Oceans and Coastal Council report titled “Change and Sea-Level Rise in Florida, an Update of the Effects of Climate Change on Florida’s Ocean & Coastal Resources,” sea level has risen slowly during the period of Florida’s modern settlement. Over the course of recent decades, the slowly rising sea level has affected structures such as roads, drains, seawalls, and buildings that were originally built with some margin of safety from the water’s edge. The rate of global sea-level rise has been about 80% faster than the best estimate of the United Nations’ Intergovernmental Panel on Climate Change (IPCC) Third Assessment Report. The discrepancy is attributed to previously unreckonable contributions of water from melting ice reservoirs. Recent estimates of melt-water contributions support a sea level in 2100 of more than three feet, significantly higher than projected by the last IPCC, and the estimates indicate that sea level will continue to rise long after 2100. Inland systems such as the St. Johns River will also be affected.

The only sea level rise modelling that has been performed for the City of Palatka was part of the Regional Community Institute of Northeast Florida (RCI)-published study, completed in 2014



**Figure 4: River Level Rise Model (Source – Northeast Florida Regional Council)**

and titled *Regional Action Plan on Sea Level Rise in Northeast Florida*. The model is for a worst-case scenario six-foot rise, which results in impacts to mostly undeveloped riverfront areas (see Figure 1), although River Street itself and the City's main lift station will be impacted and possibly underwater. The most-impacted area is a mix of private and publicly-owned properties located north of the downtown area and North Historic District, much of it now in a designated Flood Zone. Flood Code standards now require that new construction and utilities be located at least one foot above the base flood elevation, as required by REMA, and also require breakway construction for new structures. These standards do not take into account the anticipated rise of up to six feet in river shoreline.

In terms of planning for rising water levels, Palatka is more fortunate than other Florida communities in that the lack of growth has spared most low-lying areas from development. What made the City a desirable settlement from Timucuan settlement on was its relative high ground. Unprecedented modern era growth in the state, which occurred much slower in Palatka, moved into floodplains and vulnerable coastal areas as the supply of high ground ran out. Wetlands that served a dual role of shoreline protection and stormwater filtration were removed with a high cost of water pollution and shoreline vulnerability.

In Palatka, large areas of wetlands have been preserved along the river, north and south of the City. Much of these areas is in public ownership, with the City owning 45.5 acres north at the northern end of 8<sup>th</sup>-11<sup>th</sup> Streets (approximately 1/3 mile west of the river shoreline), the State of Florida owning 82+ riverfront acres as part of Ravine Gardens State Park, south of the City, and to the east of that the St. Johns River Water Management District owns 908 riverfront acres. However there are also privately owned undeveloped land tracts in these flood prone areas, including 240+ acres wrapping around the City's Northside property (including riverfront land) and approximately 88 riverfront acres south of River Street and west of Morris Street. Under current regulations these areas could be developed, and if wetland mitigation was approved the City would both lose important wetland functions and allow for the development of vulnerable areas.

The City is already taking steps to improve flood control measures along the riverfront. Riverfront Park stormwater improvements will hold and treat stormwater from the X-acre downtown watershed. A recently approved grant from the St. Johns River Water Management District will fund the construction of a stormwater pond at Booker Park that will take runoff from more than 200 developed acres on the City's Northside. This pond is adjacent to the City-owned Northside property, providing the potential for flood control area expansion.

The recommendations of this section seek to retain and increase both public ownership of land and stormwater treatment in the areas described above, and also to modify development standards that retain the flood storage and water quality functions of these floodplain and wetland areas, mostly through cluster development requirements.

### Sea/River Level Rise Recommendations

- Develop more specific findings regarding the probable extent and results of river level rise.
- Identify areas of City that are vulnerable to river level rise, utilizing elevation and other relevant data.
- Identify “vulnerability zones” in which relocation, accommodation, or protection shall be required.
- Develop timeframe for river level rise.
- Utilize public funds and pursue grants to acquire privately-owned lands within vulnerability zones.
- Develop master plan for connected greenway system of public lands (and private lands under easement) to provide for stormwater and flood control and also for recreational use (hiking and kayaking).
- Develop vegetative planting strategy for riverfront lands to improve flood control and water quality, with an eye toward future salinity changes that would impact freshwater marsh vegetation.
- Inventory and plan for relocation of vulnerable public buildings and infrastructure.
- Plan for shoreline stabilization measures and flood control, with a preference on “soft” stabilization through vegetated wetland creation and expansion, and the use of “hard” stabilization armoring structures utilized only if absolutely necessary or in conjunction with soft stabilization.
- Develop incentives and regulations that cluster future riverfront and floodplain development while improving and expanding vegetated wetlands along the riverfront.
- Require that notice be provided to purchasers of property within the vulnerability zones to inform them of vulnerability elements and Flood Code requirements.
- Revise Flood Code within zones to ensure that development will be elevated appropriately and will not diminish flood zone capacity.
- Explore development alternatives such as floating structures and stilt structures.



# Section D: Summary of Recommendations



## Historic Preservation Recommendations

- Develop and adopt a Historic Preservation Element into the Comprehensive Plan. At a minimum, goals, objectives and policies (GOP's) should be adopted to define the City's historic preservation program.
- Maintain Certified Local Government (CLG) designation from State of Florida and National Park Service, committing to continue historic preservation efforts and reporting activities to the Florida Division of Historical Resources.
- Adopt policies in the Historic Preservation Element that encourage the evaluation of older areas of the City to determine if the designation of new historic districts or sites is warranted. Specifically, areas to be surveyed include the Northside, Palatka Heights, and West View Cemetery (the 2012 Downtown survey provides updated information to determine eligibility for this area).
- Provide Master Site Files to property owners of historic structures inside and outside of historic districts, and encourage the appropriate restoration of such structures.
- Assist Putnam County Historical Society in improving electronic and hard copy archive facilities.
- Add policies within the Historic Preservation Element (referenced by a policy in the Economic Development Element) that considers on a case-by-case basis the granting of state-enabled city tax exemptions for locally designated historic structures, including: 1) a ten-year freeze on property tax increases attributable to historic renovations; 2) 100% property tax exemption when the cost of historic renovation exceeds 50% of property value; and 3) 50% property tax exemption for commercial and non-profit use of publicly accessible buildings (public access including those structures with historic facades visible from the right-of-way).
- Adopt policies within the Historic Preservation Element (and referenced by a policy in the Capital Improvements and Economic Development Elements) that call for infrastructure improvements in locally designated historic districts including:
  1. restoration of brick streets and historic curbs;
  2. new or retrofitted period streetlighting;
  3. sidewalk construction and reconstruction;
  4. traffic calming;
  5. unified and unique signage, wayfinding, and gateway/entry features;
  6. parks improvements;
  7. power line undergrounding; and
  8. street tree planting.
- Continue programs that leverage private historic rehabilitation investment on for locally designated structures with City TIF or other funds. Consider programs incentivizing the acquisition of historic homes by private and public entities.
- In cooperation with the Historic Preservation Board and the Putnam County Historical Society, continue to work to preserve, renovate, and market the City's historic resources, including the following: Bronson-Mulholland House, Larimer Arts Center, Old A.C.L. Union Depot, Palatka City Hall, Palatka Waterworks, Putnam County Historical Museum, Tilghman House, Century Block/Riverfront Square (100 Block N. 2<sup>nd</sup> St.), Central Academy, West View Cemetery, Oak Hill East Cemetery, Municipal

Golf Course, Booker Park, Hank Bryan Park, and the North and South Historic Districts.

- Continue to seek public and private funding sources for downtown and historic district improvement for publicly and privately owned properties, utilizing funding from sources such as State Historic Preservation Office Acquisition and Development (restoration), Survey and Planning, and Education grants as well as private/nonprofit sources such as National Trust grant and revolving loan funds.
- Coordinate with Putnam County Historical Society, the Chamber and others to update documentation of historic buildings in published guides, including a walking tour format (funding available from State SHPO).
- Consider an Art in Public Places program for Downtown, parks, and historic districts.
- Install interpretative kiosk signs in historic districts, Downtown, and in parks that exhibit local history and culture, as has been done in the North Historic District. Ensure that such efforts are closely coordinated with neighborhood residents and property owners, and that an overall plan is developed for such signs.
- Continue to utilize design standards for downtown that protect the historic character and pedestrian orientation of buildings, including prohibition of blank walls on new or renovated buildings; use of awnings and canopies; and general compatibility with existing and adjacent historic buildings.

## **Recommendations**

The following recommendations are suggested for a proposed Economic Development Element. These recommendations are listed under specific topics:

1. Downtown Revitalization and Marketing
2. Riverfront Master Plan
3. Arts/Cultural Strategies
4. Tree City
5. Industrial Park
6. Future CRAs
7. Airport
8. Infrastructure Improvements
9. Business Incubator
10. Public-Private Partnerships
11. Urban Service Boundary
12. Rail and Water Transportation
13. City Economic Development
14. Eco-Tourism
15. Heritage Tourism

### 1. Downtown Revitalization

- Adopt policies within the Historic Preservation Element (referenced by a policy in the Economic Development Element) that consider the implementation of state-enabled city tax exemptions for locally designated historic structures.
- Continue programs that leverage private investment on appropriate historic building improvements with City TIF or other funds.

- Continue to institute downtown design improvements including the following:
  - i. Nurture, trim, and replace downtown street trees
  - j. Consider instituting public and private lighting improvements in the form of a “Light Up Downtown program” particularly historic facades
  - k. Fill holes (vacant lots, parking lots) in downtown building fabric by installing “streetwalls” or low hedges/walls along frontage of vacant lots and parking lots that continue the line of buildings that provides enclosure for the street.
  - l. Develop signage program for public parking, public buildings, and merchant directories that is tasteful and recognizable.
  - m. Consider establishing a civic facility like a town square with a pavilion in an interior downtown location within walking distance of riverfront. This space would not be open like the riverfront, but enclosed by buildings like urban plaza, celebrating the city instead of river/open space. This area would be utilized for special events and would link pedestrians and energy from the public riverfront to the retail district. Several potential locations exist for this such as the northwest corner of St. Johns Ave. and 2<sup>nd</sup> St., the courthouse parking lot, or the courthouse lawn.
  - n. Beautify currently unattractive and critically important view corridors from US 17 to attract passers-by: street trees and plantings, building canopies/ awnings, and parking/vacant lot streetwalls.
  - o. Develop parking study that identifies current and future parking demand and supply. Work to provide for public parking either through small and scattered lots peripheral to St. Johns Avenue or through a parking garage including ground floor retail.
  - p. Incorporate Community Redevelopment Area Plan (adopted 2010) recommendations.

## 2. Riverfront Master Plan

- Continue to implement the Michael Redd Riverfront Master Plan including park renovation, mixed-use development, and entertainment district.

## 3. Downtown Marketing

- Partner with private entities to leverage public resource – in particular consider partnering with banks that can match city loan contributions and sponsor activities.
- Encourage and consider providing incentives for establishment of live-work artist district and ancillary uses.
- Continue using grant and other funding to transform the Price Martin Center into a mid-size performing Arts Center, upgrade lighting, sound, and wiring; fit interior with appropriate seating, and improve design elements.

## 4. Arts/Cultural Strategies

- Nurture and promote active cultural and arts programs, particularly in conjunction with downtown redevelopment and programs.
- Continue and enhance Mural Program.
- Support art events that attract artists to the City like the annual “paint out” held by Create! The Artists Guild of North Florida.

- Inventory art facilities and programs to assist in determining types of facilities, capacities and activities to be scheduled. Update inventory annually.
- Complete an assessment of cultural needs of the community.
- Continue allowing 501(C)(3) non-profit art organizations with demonstrated track record and/or business plan to lease unoccupied city buildings for a nominal fee.
- Interface with state and regional tourism agencies to develop a clearer identity for the City.

#### 5. Tree City Strategies

- Develop tree inventory of street trees along collector and arterial road corridors in conjunction with the development of a citywide Master Tree Plan, aimed at supplementing existing tree canopy along roadways, preserving and pruning existing trees, and planting appropriate new urban street trees where needed.
- Commit the City's Tree Fund (funded solely by development mitigation of the tree protection ordinance, when trees are removed for new construction projects) to help implement the Master Tree Plan.
- Identify additional funding sources for tree planting and maintenance through programs like Keep America Beautiful and adopt-a-median, adopt-a-block and other sponsorship and recognition programs.

#### 6. Industrial Parks

- Work with the EDC and Chamber as lead agencies in marketing the Plum Creek and Putnam County industrial parks to targeted industries.
- Business Park Improvements – work to improve infrastructure, access, and appropriate signage for the City's two business parks: Putnam County Business Park and Plum Creek Business Park.
- Consider allowance of limited heavy industrial uses when such uses clearly would not negatively affect the public welfare, health, and safety.

#### 7. Future CRAs

- Establish Community Redevelopment Areas along blighted sections of major thoroughfares such as Reid St., SR 19, Crill Ave., and US Hwy 17, along with adjacent residential areas. This will lay the groundwork for future localized public/private improvement projects.

#### 8. Airport

- Continue to pursue state and federal grants for capital improvements in airport facilities and new business attraction and retention (within reason, ensuring not to over commit the City to matching grant costs).
- Improve appearance of airport through use of strategic landscaping.
- Implement marketing proposed by Airport Master Plan.

#### 9. Infrastructure Improvements

- Pursue the following prioritized economic development-related infrastructure projects:
  - a. Reuse System – the goal is phased, 100% coverage as required by the water management district and EPA. The City is has completed the system that serves the

municipal golf course and cemeteries. This project cost \$1.5 million, and was grant funded by DCA, DEP, District, with a City match. The City is now in a position to offer reuse to public and private properties.

b. Other Projects - ongoing replacement of very old water and wastewater lines; space needs for City administration; City development of Terminal West industrial park for aviation-related facilities.

#### 10. Business Incubator

- In planning for such a facility, stress the following elements that help businesses to succeed: determining the best location; have available space for expansion, availability of basic services (reception, conference room) track record of the incubator's manager, "graduation" policy, flexible space, common facilities, and negotiation with service firms (accounting, tax, marketing, legal, advertising and business planning) for trial-period discounts for services to new businesses.
- Consider working with SJRSC/FLOARTS to establish a downtown incubator, branch, and continuing education facility to address the need for job training and education that is accessible for those most in need, and to build on the potential synergy between the arts and education.

#### 11. Public-Private Partnerships

- Communicate with the following public, quasi-public, and non-profit groups including establishing recurring agenda items for Putnam County, Northeast Florida Regional Council, Putnam County Chamber of Commerce & Main Street Program, Putnam County Economic Development Council, St. Johns River State College, St. Johns River Water Management District, Downtown Palatka, Inc., African Cultural Arts Council, the Arts Council of Greater Palatka, Create!, the Gourd Society, the Palatka Railroad Preservation Society, Conlee-Snyder Mural Committee, Palatka Art League, Putnam County Community Band, Putnam County Historical Society, River City Players, residents, property owners, and businesses.
- Pursue established foundations, state, federal, and other grant and loan opportunities in conjunction with the entities listed above, possibly utilizing a city-funded grants staff person, who could also act as City's economic development coordinator.
- Create a committee of those who deliver cultural programs to greater Palatka, including at a minimum a representative member from the Chamber of Commerce, Downtown Palatka, Inc, Palatka Main Street Program, St. Johns River State College, Florida School of the Arts (FloArts), Conlee-Snyder Mural Committee, Palatka Art League, the Arts Council of Greater Palatka and area museums and cultural groups, and a City Commissioner. The committee will serve as a catalyst in securing grants, developing long-range planning goals, and encouraging joint programming.

#### 12. Urban Service Boundary

- Consider an agreement with County that would define the logical extent of city-provided urban services and provide for funding strategies for service area expansion and annexation.

- Work with County to identify logical land use mix for lands identified for future expansion and annexation areas, including sufficient lands for commercial and industrial use.

### 13. Rail and Water Transportation

- Work with Amtrak, CSX, Jacksonville Transportation Authority, First Coast Metropolitan Planning Organization, FDOT, Central Florida Commuter Rail Commission, and state and federal elected officials toward extending commuter rail north from Deland to connect with a possible Jacksonville commuter rail system that terminates in Clay County.
- Work with Amtrak in converting train station to “manned” status.
- Support water taxis for eco-tourism and potential transit purposes.
- Market and promote rail daytrips to City from regional origins such as Jacksonville, Orlando, South Georgia, etc.; with hiking, water taxi, and downtown shopping/eating as a draw.

### 14. City Economic Development

- Consider separate advisory CRA board to allow for citizen advice and more focus on redevelopment.
- Consider city staff economic development staff position – not to replace Chamber efforts but to supplement them.
- Consider tax exemptions for property improvements to new or expanding businesses in brownfields or enterprise zones (requires city referendum) under F.S. 196.1995.

### 15. Eco-Tourism

- Continue to support and promote fishing tournaments.
- Plan for bicycle routes or trails to link terminus of Lake Butler-Palatka rail trail to downtown. Work with St. Johns River Water Management District and Municipal Airport to showcase trail, given that both facilities are close to the trail and can provide connections for visitors and trail users.
- Support public and/or private water taxis that connect the Riverfront Park with Murphy Island for hikers and/or campers.
- While planning for trails consider equestrian use when appropriate.”

### 16. Heritage Tourism

- Work with the Chamber and other local and state tourism and economic development entities to promote the City’s historic, natural, and cultural resources.
- Develop master plan for kiosk interpretative signs in historic districts and Downtown. Such signs will highlight local historic, architecture, environment, and culture.

## **Transportation Recommendations**

- Replace concurrency system with Mobility Plan accompanied by the Complete Streets program, which focuses on achieving an interconnected system for all forms of transportation.

- In an effort to reduce single-occupancy vehicles and lessen roadway congestion, encourage alternative modes of travel through the development of multi-modal corridors that accommodate pedestrian, bicyclists, and transit riders. Trains, boat, and plane travelers should be accommodated as well.
- Promote the Complete Streets program, including elements to encourage connected bikeways and pedestrian systems which encourage bicycle and foot travel throughout the City, tying together neighborhoods and shopping, employment, schools, cultural facilities, parks, and places of interest.
- Bicycles should be accommodated by a combination of bicycle lanes on road shoulders, multi-use trails, and local streets, with signage utilized to identify system components.
- To protect motorists, pedestrians, and bicyclists, the City should plan for traffic calming measures when needed in areas with higher risk for accidents, particularly intersections.
- Pursue funding opportunities for improved access to the City business parks, particularly an improved road linkage to SR 20, via St. Johns Ave./Motes Rd., Francis Church Rd., or a new road connection.
- Lobby FDOT to host a future Jacksonville-to-Tampa road corridor, which could include a US 17/State Rd. 19/State Rd. 20 route.
- Monitor changing technology and its effects on driving and parking patterns such as Uber and driverless cars.
- Assist Ride Solutions in maintaining and improving the City's transit system. The City should consider promoting new bus stops, transit routes, and encouraging extended service hours. Transit bays should be planned and provided along with bus benches/shelters and transit signage. The City should encourage Ride Solutions to install bicycle racks for buses.
- Upon implementation of the water taxi program, promote use of the boats for transit, tourism, and excursions.
- Coordinate with the County in developing a list of priority projects for both the bus stops and transit routes.
- Before any financial commitments, annually monitor future ridership levels and potential reduction in traffic congestion.
- To increase ridership and improve services, the City should pursue manned station status for the Amtrak station and also pursue connecting bus service from the Amtrak station to Gainesville and St. Augustine. The lack of luggage service including bicycle loading is a deterrent to attracting users of the City and County's extensive trail system.

## **Parks and Trails Recommendations**

- Although the City already has a Recreation and Open Space Element in the Comprehensive Plan, the creation of a Long-Range Parks and Trails Plan would allow the City to consolidate all of the information associated to its existing parks, recreational facilities, and golf course into one cohesive document.
- Use the Long-Range Parks and Trails Plan to facilitate the acquisition and improvements recommended as high priority within the Putnam County Greenprint for the City, as well as areas targeted by the Putnam County Trails Master Plan.

- Develop a long-range parks and trails plan that utilizes all the work completed by the Putnam County Greenprint and Trails Master Plan. Other valuable resources that should be considered are Blue-ways and Rails-to-Trails.
- Examine areas in the City that are in the newly defined Coastal High Hazard Area (CHHA). Several parcels along the St. Johns River are yet to be developed according to the existing land use map, but are slated for development on the future land use map. All development should be focused away from lands located in the CHHA unless mitigation measures are in place that have been approved by the Department of Community Affairs. If mitigation measures have not been approved for development within the CHHA, parks and trails would be a good use of the land. Established parks and trails could provide direct access to the St. Johns River, add to the amenities included on the St. Johns River paddle trail (Blue-ways), and preserve scenic vistas of the river.
- Examine potential linkages to other regional trail systems and park facilities. The Putnam County Trail Master Plan has already identified existing trails and the location of proposed trails for future development. This could be used as a baseline for determining appropriate linkages within the City that could be integrated into the larger county and regional trail system.
- Evaluate opportunities for trail development through the national Rails-to-Trails Conservancy program.

## **Annexation and Municipal Boundary Recommendations**

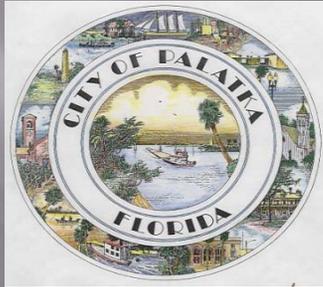
- Adopt policies in the Future Land Use Element that direct the City to proactively work to diminish and eventually eliminate enclaves.
- Pursue an agreement with Putnam County that would define the logical extent of city-provided urban services and provide for funding strategies for service area expansion and annexation.
- Adopt policies in the Future Land Use Element that promote the use of a Joint Planning Area with Putnam County.
- Evaluate duplication of services by City and County and determine how to streamline and reduce costs for such services.
- Identify potential annexation areas and rank such areas based on revenue implications and service delivery.
- Hold workshop(s) to assess annexation prospects and urban service delivery issues. Develop GOPs from these workshops that can be included as part of the EAR-based amendments.

## **Community Development and Sustainability Priorities Recommendations**

- Wastewater Treatment Plant Upgrades
- Infrastructure upgrades and expansion
- Affordable, Adequate and Clean Housing
- Development of a Business Incubator

## River Level Rise Recommendations

- Develop more specific findings regarding the probable extent and results of river level rise.
- Identify areas of City that are vulnerable to river level rise, utilizing elevation and other relevant data.
- Identify “vulnerability zones” in which relocation, accommodation, or protection shall be required.
- Develop timeframe for river level rise.
- Utilize public funds and pursue grants to acquire privately-owned lands within vulnerability zones.
- Develop master plan for connected greenway system of public lands (and private lands under easement) to provide for stormwater and flood control and also for recreational use (hiking and kayaking).
- Develop vegetative planting strategy for riverfront lands to improve flood control and water quality, with an eye toward future salinity changes that would impact freshwater marsh vegetation.
- Inventory and plan for relocation of vulnerable public buildings and infrastructure.
- Plan for shoreline stabilization measures and flood control, with a preference on “soft” stabilization through vegetated wetland creation and expansion, and the use of “hard” stabilization armoring structures utilized only if absolutely necessary or in conjunction with soft stabilization.
- Develop incentives and regulations that cluster future riverfront and floodplain development while improving and expanding vegetated wetlands along the riverfront.
- Require that notice be provided to purchasers of property within the vulnerability zones to inform them of vulnerability elements and Flood Code requirements.
- Revise Flood Code within zones to ensure that development will be elevated appropriately and will not diminish flood zone capacity.
- Explore development alternatives such as floating structures and stilt structures.



### EVALUATION & APPRAISAL REPORT COMPREHENSIVE PLAN



### CASE 15-33 EAR – HISTORIC PRESERVATION

- New HIST. PRES. Element
- Maintain CLG
- New surveys - Northside, Palatka Heights, & West View Cemetery
- Master Site Files to property owners
- Assist PCHS with archives.
- City Property Tax Exemptions



### CASE 15-33 EAR – HISTORIC PRESERVATION

Policies for:

1. brick street restoration;
2. new or retrofitted period streetlighting;
3. sidewalk construction & reconstruction;
4. traffic calming;
5. wayfinding, gateway, & educational signage;
6. parks improvements;
7. power line undergrounding; &
8. street tree planting.



### CASE 15-33 EAR – HISTORIC PRESERVATION

- Leverage private historic rehab. with City TIF or other funds.
- Preserve, renovate, & market the City's historic resources, including: Bronson-Mulholl& House, Larimer Arts Center, Old A.C.L. Union Depot, Palatka City Hall, Palatka Waterworks, Putnam County Historical Museum, Tilghman House, Century Block/Riverfront Square, Central Academy, West View Cemetery, Oak Hill East Cemetery, Municipal Golf Course, Booker Park, Hank Bryan Park, & North & South Historic Districts.



**CASE 15-33**  
**EAR – HISTORIC PRESERVATION**

- Seek funding for downtown & historic district improvement .
- Coordinate with PCHS, Chamber & on walking tour.
- Art in Public Places program for Downtown, parks, & historic districts.
- Interpretative kiosk signs in historic districts, Downtown, & in parks
- Protect historic downtown through design standards.



**CASE 15-33**  
**EAR – ECONOMIC DEVELOPMENT**

- Downtown Revitalization & Marketing
- Riverfront Master Plan
- Arts/Cultural Strategies
- Tree City
- Industrial Park Access, Infrastructure, Sign Improvements
- Future CRAs
- Airport
- Infrastructure Improvements



**CASE 15-33**  
**EAR – ECONOMIC DEVELOPMENT**

- Public-Private Partnerships
- Urban Service Boundary
- Rail & Water Transportation
- City Economic Development
- Eco-Tourism
- Heritage Tourism



**CASE 15-33**  
**EAR – MOBILITY**

- Replace concurrency with Mobility Plan - interconnected system for all forms of transportation.
- encourage alternative modes of travel - pedestrian, bicyclists, & transit riders. Trains, boat, & plane travelers also should be accommodated.
- Complete Streets, including connected bikeways & pedestrian systems tying together neighborhoods & shopping, employment, schools, cultural facilities, parks, & places of interest.



### CASE 15-33 EAR – MOBILITY

- Traffic calming measures for areas with higher risk for accidents, particularly intersections.
- Assist Ride Solutions in promoting new bus stops, transit routes, bus benches/shelters, transit signage, extended service hours, bus bicycle racks.
- Promote use of the water taxis for transit, tourism, & excursions.



### CASE 15-33 EAR – MOBILITY

- Pursue manned station status for Amtrak station & connecting bus service to Gainesville & St. Augustine.
- Lobby FDOT to ensure that new Shands Bridge (Outer Beltway) will be high enough to allow for boat traffic, restoring river as maritime corridor
- Lobby FDOT for inclusion of US 17/SR 19/SR 20 as preferred Jacksonville-to-Tampa road improvement corridor



### CASE 15-33 EAR – ANNEXATION/BOUNDARY

- Proactively work to diminish & eventually eliminate enclaves.
- Pursue agreement with Putnam County that defines logical extent of city-provided urban services & provides for funding strategies for service area expansion & annexation.
- Consider Joint Planning Area with Putnam County.



### CASE 15-33 EAR – RIVER LEVEL RISE

- Wastewater Treatment Plant Upgrades
- Infrastructure upgrades & expansion
- Affordable, Adequate & Clean Housing
- Development of a Business Incubator



### CASE 15-33 EAR – RIVER LEVEL RISE

- Develop specific findings regarding probable extent & results of river level rise.
- ID areas of City vulnerable to river level rise, utilizing elevation & other data.
- ID “vulnerability zones” in which relocation, accommodation, or protection shall be required.
- Develop timeframe for river level rise.



### CASE 15-33 EAR – RIVER LEVEL RISE

- Utilize public funds & grants to acquire privately-owned lands within vulnerability zones.
- Develop greenway plan for connected public lands (& private lands under easement) for stormwater & flood control & recreational use (hiking & kayaking).



### CASE 15-33 EAR – RIVER LEVEL RISE

- Develop vegetative planting strategy for riverfront lands to improve flood control & water quality, with an eye toward future salinity changes that would impact freshwater marsh vegetation.
- Inventory & plan for relocation of vulnerable public buildings & infrastructure.



### CASE 15-33 EAR – RIVER LEVEL RISE

- Plan for shoreline stabilization & flood control, preference on “soft” stabilization through vegetated wetlands creation & expansion, & “hard” stabilization armoring structures only if absolutely necessary or in conjunction with soft stabilization.



### CASE 15-33 EAR – RIVER LEVEL RISE

- Develop incentives & regulations that cluster future development while improving & expanding vegetated wetlands along the riverfront.
- Require that notice be provided to purchasers of property within vulnerability zones



### CASE 15-33 EAR – RIVER LEVEL RISE

- Revise Flood Code within zones to ensure that development will be elevated appropriately & will not diminish flood zone capacity.
- Explore development alternatives such as floating structures & stilt structures.

Rick Scott  
GOVERNOR



Jesse Panuccio  
EXECUTIVE DIRECTOR

May 8, 2015

The Honorable Terrill Hill, Mayor  
City of Palatka  
201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177

RE: Palatka Evaluation and Appraisal Notification Letter Due Date

Dear Mayor Hill:

As you know each local government in the State of Florida is required to regularly review its comprehensive plan pursuant to Section 163.3191, Florida Statutes (2011). The Department of Economic Opportunity, Bureau of Community Planning created a submittal schedule for the Evaluation and Appraisal Notification Letters which was posted on the Department's website on July 1, 2011.

The purpose of this letter is twofold: first to remind you that your Evaluation and Appraisal Notification Letter is due on **July 1, 2015**; and second, to make you aware of the implications of not timely submitting your notification letter.

The Legislature made three processing changes to Section 163.3191, Florida Statutes, regarding the evaluation and appraisal process. The new law eliminated the need to adopt an Evaluation and Appraisal Report. The new law requires local governments to evaluate its comprehensive plan to determine if plan amendments are necessary to reflect changes in state requirements and notify the Department by letter to its determination. If local governments determine amendments are necessary to their comprehensive plan, the local government shall prepare and transmit amendments within one year of notification letter. Further, the law provides that a local government will be prohibited from amending its comprehensive plan if it fails to timely submit its notification letter or transmit proposed amendment to update its plan within one year of notification if necessary.

It is important to complete the Evaluation and Appraisal notification process and you are encouraged to comprehensively evaluate and, as necessary, update your comprehensive plan to reflect changes in local conditions. Department staff is available to assist and provide technical guidance to your questions concerning this new process.

If you have any questions concerning the processing of the Evaluation and Appraisal Notification Letter or the submittal of proposed Evaluation and Appraisal based amendments, please contact Mr. Ray Eubanks, Plan Review Administrator, at (850) 717-8483 or **Ms. Sherry Spiers** Regional Planning Administrator at (850) 717-8499.

Sincerely,



D. Ray Eubanks  
Plan Processing Administrator

DRE/me



CITY COMMISSION AGENDA ITEM #5

**SUBJECT:**

**REQUEST** for Contract Amendment #2 - Riverfront Development Group, LLC; Joseph C. "Corky" Diamond, General Manager

**SUMMARY:**

Mr. Diamond has submitted a request for a development contract amendment to allow residential use of the first floor of 117 N. 2nd Street, or the building known as the Winegar Building.

Mr. Diamond has made a concurrent request to appeal the Planning Board's denial of his application for a conditional use permit to construct multi-family housing in the "100 Block" Development, including first floor units, which will be heard by the Commission tonight.

**RECOMMENDED ACTION:**

**Consider request for Contract Amendment #2 for Riverfront Development Group, LLC on "100 Block" development.**

**ATTACHMENTS:**

Description	Type
▫ RDG Contract Amendment Request	Discussion
▫ RDG Contract Deed Restrictions	Exhibit
▫ RDG Contract	Exhibit
▫ RDG Contract Amendment #1 3/2016	Exhibit

**REVIEWERS:**

Department	Reviewer	Action	Date
City Clerk	Driggers, Betsy	Approved	5/17/2016 - 9:58 AM
City Clerk	Driggers, Betsy	Approved	5/17/2016 - 9:59 AM
City Manager	Suggs, Terry	Approved	5/23/2016 - 3:22 PM

**TERRILL L. HILL**  
CITY CLERK

**MARY LAWSON BROWN**  
CITY COMMISSIONER

**RUFUS J. BOROM**  
CITY COMMISSIONER

**JUSTIN R. CAMPBELL**  
CITY COMMISSIONER

**JAMES NORWOOD JR**  
CITY COMMISSIONER



**CITY of Palatka**  
FLORIDA

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

**TERRY K SUGGS**  
CITY COMMISSIONER

**BETSY JORDAN DRIGGERS**  
CITY CLERK

**MATTHEW D REYNOLDS**  
CITY COMMISSIONER

**JASON L. SHAW, SR**  
CITY COMMISSIONER

**MICHAEL LAMBERT**  
CITY COMMISSIONER

**DONALD E HOLMES**  
CITY COMMISSIONER

**REQUEST TO BE PLACED ON CITY COMMISSION AGENDA**

**NOTE:** Regular City Commission meetings are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursdays of the month at 6:00 p.m. If you wish to appear on the Palatka City Commission meeting agenda, you should submit this request form, together with any attachments or backup material that would help the Commission to better consider your request, to the City Clerk's office either in person by mail (201 N. 2<sup>nd</sup> Street, Palatka 32177), fax (386-329-0199) or e-mail (bdriggers@palatka-fl.gov). Please note that without adequate supporting documentation or information, the Commission may not be in a position to take any action on your request. Materials submitted for the Commission's review during the meeting may not be considered as this does not give the Commission or Staff adequate time to read or consider such material. If you plan to make a PowerPoint presentation, please submit your media (thumb drive, DVD, etc.) to the Clerk's Office in advance.

**Meeting agendas close at 10:00 a.m. on the Friday two weeks prior to the next regularly scheduled Thursday City Commission meeting.** Please verify the closing date for agenda items with the Clerk's office, as meeting dates are subject to change. Staff will make every attempt to accommodate a request for a specific agenda date, but all requests will be handled on a case-by-case basis and may be assigned to a commission meeting to be held at a future date. If your request can typically be handled by a City department or staff member, you will be referred to the appropriate department or staff member

Name of individual, Organization and/or Group making presentation or request:

Riverfront Development Group, LLC

Address: 124 St Johns Avenue Palatka, FL e-mail: nancyjoe@riverfrontdev.com

Daytime Phone (386) 937-6199 Other ph. Fax

Requested meeting date: May 26, 2016 Meeting date assigned: (For Clerk's Office Use Only)

Request for Commission Action; OR  Presentation Only; no action required

Subject Matter you wish to address: Amendment of contract to allow ground floor residential use.

(attach additional sheet if necessary)

Commission Action Requested, if any: Approve amendment of contract to allow ground floor residential use.

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 229 105

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 FOR REASONABLE ACCOMMODATIONS

PHONE: (386) 329-0100

201 N. 2ND STREET • PALATKA, FLORIDA 32177  
www.palatka-fl.gov

FAX: (386) 329-0108

## CONTRACT AMENDMENT

The Contract for Purchase and Sale entered into by the City of Palatka ("Seller") and Riverfront Development Group LLC ("Buyer") on August 1, 2013, is amended to add the following language to the end of paragraph 27.1 of the Contract:

"Notwithstanding any provision of this contract or exhibit thereto, Buyer may use the first floor of the building known as the Winegar Building, located at 117 North Second Street, for either commercial or residential uses. Seller agrees to record, in the Public Records of Putnam County, Florida, a document sufficient to show that the covenants and restrictions of the deed by which Seller grants title to Buyer shall not restrict Buyer from using the first floor of the building known as the Winegar Building, located at 117 North Second Street, for either commercial or residential uses."

## EXHIBIT "2"

### COVENANTS AND RESTRICTIONS

1. The use of that portion of the property and the development of that portion of the property designated within Exhibit A as "Phase I" ("Initial Development") shall be in accord with and consistent with the Site Plan set forth within Exhibit "C", both exhibits being attached hereto and incorporated by reference herein ("contemplated improvements").
2. The use of and development of "Phase II" ("Subsequent Development") shall be in accord with drawings, diagrams, and zoning and land use to be provided to the Grantor by the Grantee not less than six (6) months before the development of these portions of the property is to begin ("Contemplated Improvements"). Grantor shall review architectural elevations submitted by Grantee and may require modifications to such elevations to ensure general architectural compatibility with the City of Palatka, "downtown area". Grantor shall have the absolute right, in its sole and unbridled discretion, to disapprove the use and specific development proposed by Grantee and depicted within the drawings, diagrams, and descriptions provided with respect to the Subsequent Development. In the event Grantor disapproves the proposed Subsequent Development, Grantor and Grantee shall confer in an attempt to address Grantor's concerns or objections. Ultimately, Grantee shall not proceed with the Subsequent Development without Grantor's approval of same.
3. These covenants and restrictions may be enforced at the option of and by the Grantor and shall be effective and valid for a period of not less than four (4) years from the date of closing. Subject to said limitation, these Covenants and Restrictions shall run with the land and shall be binding upon Grantee and its assigns.
4. Grantor shall not be required to consent to any modification of the approved permissible structures and uses at any time but instead Grantor retains the right in its sole and absolute discretion to consider any request to modify the uses and structures permissible at the property. For purposes of this paragraph, "permissible structures and uses" shall refer to those structures and those uses allowed by applicable codes and ordinances of the City of Palatka.
5. ~~In the event Grantee has not, on or before two (2) years from the date of this deed, completed all contemplated improvements on that portion of the property designated as "Parcel 1" within the attached Exhibit "A", and in the event actual construction of said improvements has not commenced, then Grantor shall have the option of repurchasing the entire property at the purchase price originally paid by Grantee. Grantor shall notify Grantee of Grantor's desire to exercise this option not later than twenty three months (23) after closing and closing on the "repurchase" shall then occur within sixty (60) days thereafter. All "closing costs" associated with said "repurchase", including the cost of owner's policy of title insurance, shall be equally divided between the parties.~~

6. 5. In the event Grantee has not, on or before three (3) years from the date on which the Grantee received a certificate of occupancy for Parcel 1, completed all contemplated improvements on that portion of the property designated as "Parcel 2" and within the attached Exhibit "A", and in the event actual construction of said improvements has not commenced, then Grantor shall have the option of purchasing said portion of the property from Grantee at a pro-rata share (based upon size of said portion as compared to the total size of the property) of the total purchase price. Grantor shall notify Grantee of Grantor's desire to exercise this option not later than twenty three (23) months after the Grantee received a certificate of occupancy for Parcel 1 and closing on the "repurchase" shall then occur within sixty (60) days thereafter. All "closing costs" associated with said "repurchase," including the cost of owner's policy of title insurance, shall be equally divided between the parties.

~~7. In the event Grantor determines to exercise the option to repurchase the entire property as described in paragraph 5 above, Grantor agrees to pay certain additional expenses incurred by Grantee in addition to the purchase price originally paid by Grantee. The additional reimbursable expenses are as follows: Engineering Fee- \$8,000.00; Geotechnical Study \$5,000.00; for a total of \$13,000.00. Grantee agrees to assign all such plans, specifications and design documents to Grantor when the repurchase closing occurs.~~

~~8. Prior to commencing actual construction, Grantee agrees not to encumber the property with a mortgage in an amount greater than the purchase price originally paid plus the reimbursable expenses described in paragraph 7 above.~~

## CONTRACT FOR PURCHASE AND SALE

This Contract for Purchase and Sale (hereinafter referred to as the "Contract") is made and entered into by and between the **CITY OF PALATKA** (hereinafter referred to as the "Seller"), 201 North Second Street, Palatka, Fl., 32177, and **RIVERFRONT DEVELOPMENT GROUP LLC** or designee (hereinafter referred to as the "Buyer"), 329 River Street, Palatka, Fl., 32177.

In consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. **Definitions.** The following terms when used in this Contract for Purchase and Sale shall have the following meanings:

1.1 **Acceptance Date.** If this Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, on or before August 10, 2013, this Contract shall be withdrawn and held for naught. A facsimile copy of this Contract and any signatures thereon shall be considered for all purposes as originals.

1.2 **Attorneys' Fees.** Reasonable fees and expenses charged by an attorney for his or her services rendered including but not limited to both trial and appellate levels, if applicable.

1.3 **Broker.** None

1.4 **Business Day.** Any day excluding Saturdays and Sundays and legal holidays

1.5 **Buyer's Intended Use of the Property.** Mixed-Use. The permissible uses of the property are further defined and set forth at paragraph 27 hereof.

1.6 **Cash to Close.** The Purchase Price plus all of Buyer's closing costs specified herein, subject to the adjustments herein set forth and delivered in the manner described in Section 1.18 hereof.

1.7 **Closing.** The delivery of the executed Closing Documents described in Sections 10 and 11 concurrently with the delivery of the parties' closing costs to Closing Agent and delivery of the Purchase Price (as described in Section 1.18 below) to Seller.

1.7.1 **Closing Agent.** Seller's Attorney

1.7.2 **Closing Date.** Notwithstanding any other provision of this Contract, the earlier of; (1) sixty (60) days after Buyer notifies Seller in writing of Buyer's readiness to close; or (2) three hundred sixty (360) days from the effective date, with the provision

that additional time shall be allowed for seller to "cure" any title defects discovered as is further provided in other terms of this document.

1.8 Deposits. A deposit to be refundable or non-refundable

1.9 Effective Date. The date when the last one of Buyer, and Seller has signed this Contract.

1.10 Governmental Authority(ies). Any federal, state, county, municipal or other governmental department, entity, authority, water district board or authority, commission, board, bureau, court, agency or any instrumentality of any of them.

1.11 Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued applicable to the Seller or the Property.

1.12 Hazardous Material. Any flammable or explosive materials, petroleum or petroleum products, oil, crude oil, natural gas or synthetic gas usable for fuel, radioactive materials, PCB or PCB - contaminated materials, asbestos or asbestos-containing materials, hazardous wastes or substances or toxic wastes or substances, including, without limitation, any substances now or hereafter defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials" or "toxic substances" under any applicable Governmental Requirement.

1.13 Investigation Period. The period of time beginning on the Effective Date and ending three hundred days (300) thereafter at 4:59 p.m. eastern time. However, in the event Seller does not deliver the documents set forth in Section 5.1 within five (5) days after Buyer has requested same, the Investigation Period will be extended day for day for each day until said documents have been delivered to the Buyer.

1.14 Property. That certain real property referred to as "The Property", more particularly described on **Exhibit "A"** attached hereto. It is agreed that the City of Palatka has drafted a sketch of the property which is attached as Exhibit "A". It is further agreed that the City will deliver a professionally engineered survey, prepared by a surveyor licensed in the State of Florida, which accurately describes the property depicted in the attached Exhibit "A".

1.15 Permitted Exceptions. The title exceptions set forth in **Exhibit "B"** attached hereto, which Seller may supplement during the Investigation Period which supplement must be approved by Buyer.

1.16 All recorded documents pertaining to the property and any other documents or records within the possession, custody, or control of Seller which pertain to the property.

1.17 Property Rights. Any and all permits, authorizations and approvals with respect to the Property issued by Governmental Authorities and/or private utilities company, if any, in accordance with Governmental Requirements, including but not limited to the application for permit for any construction on the Property, density rights, mitigation credits and concurrency.

1.18. Purchase Price. The Purchase Price is one hundred fifty thousand dollars (\$150,000.00) and shall be delivered as follows:

(a) All of Buyer's closing costs shall be due and payable in full on the day of closing.

(b) All remaining funds due from buyer hereunder, after payment of the buyer's closing costs as described in paragraph (a) above, shall be paid at Closing by wire transfer, certified check or draft made payable to the City of Palatka.

At Closing, Buyer shall deliver to the Closing Agent Buyer's closing costs as described in Section 13.3 and (iii) Buyer's additional payment as described in section 1.18 via wire transfer or delivery of cashiers or bank check to the trust account of the Closing Agent.

1.19 Seller's Address.  
201 North Second Street  
Palatka, Fl., 32177

1.20 Seller's Attorneys.  
Donald E. Holmes, Esq.  
222 North Third Street  
Palatka, Fl., 32177

1.21 Title. Fee simple marketable title to the Property subject to the Permitted Exceptions.

1.22 Title Company. American Pioneer Title Co., Attorneys' Title Insurance Fund, Inc., Chicago Title Insurance Company or First American Title Insurance Company or company of equivalent status (hereinafter referred to as the "Title Company to be mutually approved in advance by the Buyer and Seller.

1.23 Title Insurance. As defined in Section 4.

1.24 Title Policy. An ALTA Owner's Title Insurance Policy issued by the Title Company in the amount of the Purchase Price, insuring Buyer's Title to the Property.

2. **Purchase and Sale.** Seller agrees to sell and convey Title to Buyer and Buyer agrees to purchase and acquire all of Seller's ownership interest in the Property on the terms and conditions hereinafter set forth.

3. **Purchase Price.** The Purchase Price shall be paid as follows: The Purchase Price as described in section 1.18 shall be paid by wire transfer or delivery of cashier's or teller's check into Closing Agent's trust account.

3.1 **Cash to Close.** The Cash to Close shall be paid to the Closing Agent in accordance with the closing procedure hereinafter set forth.

4. **Title.**

4.1 **Marketable Title to Property.** With the exception of the Permitted Exceptions and development requirements (inclusive of on-site and off-site improvements) imposed by Governmental Authorities, marketable title shall be determined according to the Title Standards adopted by authority of The Florida Bar and in accordance with law.

4.2 **Title Insurance and Survey.** The Title Agent shall, at Buyer's sole expense, deliver to Buyer the Title Company's Owner Insurance Commitment (the "Title Insurance Commitment") within twenty (20) days after the expiration of the investigation period, or within twenty (20) days after Buyer's written notification to Seller of Buyer's readiness to close, whichever is earlier, provided however the failure of such condition shall not be a default by Seller.

4.3 **Objections to Title.** After receiving the Title Insurance Commitment, Buyer shall, within 10 days, notify Seller in writing of any matters rendering title unmarketable. Seller shall then make a reasonable effort to cure any defects which render the title unmarketable without unreasonable delay. Seller shall be allowed sixty (60) days from receipt of Buyer's notice of title defects to cure same. If Seller fails to remove the Title Defects within the allotted time" the Buyer shall have the option of (i) closing this transaction and accepting title as it then is; or (ii) canceling this Contract and receiving from the Seller a refund of the Deposit, if any; thereupon, neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise expressly provided herein.

5. **Investigation Period.**

5.1 **Buyer's Investigation of the Property.** Within five (5) days of the effective date, Buyer shall request any document pertaining to the property within Seller's possession, custody, or control which Buyer desires to examine as part of Buyer's investigation of the property. Buyer shall identify the document being requested and shall make the request in writing. Seller shall then provide any requested document that is within Seller's possession, custody, or control within five (5) days. Documents that are recorded within the official records of Putnam County, Florida, shall not be

considered to be within Seller's possession, custody, or control, as they can be as readily accessed by Buyer as by Seller. During the "Investigation Period", Buyer may make investigation of the Property in order to ascertain the Property's condition and feasibility for Buyer's Intended Use of the Property consisting of, but not limited to, the review and inspection of all public records inclusive of title examination and may enter upon the Property to make all investigations of the condition of the Property which Buyer may deem necessary, including but not limited to: soil borings; percolation tests; health and sanitary investigation; engineering and drainage studies; development studies; environmental audits; topographical studies; market studies; investigations of zoning and permitted uses of the Property; the availability of utilities; existence of moratorium(s); radon inspections; survey(s); all of which investigations shall be undertaken at Buyer's sole cost and expense. After completing its investigation of the Property, Buyer shall, at its sole cost and expense, repair any damage caused to the Property arising from the investigations. All investigations shall be conducted during normal business hours with twenty-four (24) hour prior notice to Seller and Buyer shall coordinate any on-site investigations of the Property with Seller. All information obtained by Buyer during the Investigation Period and thereafter until Closing shall be kept confidential except for disclosures to such professionals, joint venture partners and lenders as may be required in connection with Buyer's investigation and acquisition of the Property or as otherwise required by law. If Buyer elects to terminate this Contract during the Investigation Period as expressly permitted in this Contract, then it shall immediately deliver to Seller without warranty the Property Records received from Seller plus copies of all geotechnical or environmental reports and any other tests and studies pertaining to the Property which are possessed by and available to Buyer. In the event Buyer terminates this Contract, Buyer shall provide at no expense copies of any and all reports prepared by Buyer or its agents. Notwithstanding prior termination of this Contract by Buyer, the Deposit or such portion thereof to which Buyer is entitled, if any, shall be held until Seller is reasonably satisfied that Buyer has met its obligation under this Section 5.

5.2 Financial Feasibility/Marketing. Within the investigation period, Buyer shall take all actions which Buyer, in Buyer's sole opinion, deems necessary to determine, in Buyer's sole discretion, the financial feasibility of Buyer's purchase of the property. Said actions shall be considered part and parcel of Buyer's investigation of the property. However, Buyer is not authorized to make any representation of any kind or nature whatsoever on behalf of or binding upon Seller, other than what is specifically contained within this contract, unless specifically authorized by Seller in writing.

5.3 Payment of Agents and Indemnification. Buyer hereby agrees to indemnify Seller and hold Seller harmless against all claims, demands and liability, including reasonable Attorneys' Fees, for nonpayment for services rendered to Buyer, and for construction liens, or for bodily injury and loss of life to persons or damage to property, to the extent that such liens, injury, loss of life or damage arises out of Buyer's and/or Buyer's agents conducting its investigation of the Property. This provision shall survive the Closing or termination of this Contract.

5.4 Buyer's Right to Terminate. In the event that Seller is unable to provide clear title at Closing, and or in the event that Buyer's investigation of the Property during the Investigation Period is unsatisfactory to Buyer, in Buyer's sole discretion, for any reason, or no reason whatsoever, Buyer shall notify Seller in writing and be entitled to terminate this Contract, whereupon, Closing Agent shall immediately return to Buyer the Deposit, if any, deposited in accordance with the provisions contained in this Contract, and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder except as otherwise expressly provided herein.

5.5 Expiration of Investigation Period. Upon the expiration of the investigation period, and unless the parties have mutually consented to extend same (consent which either party may withhold in their sole and absolute discretion), this contract, and all of buyer's rights hereunder, shall terminate unless, not later than thirty (30) days prior to said expiration, Buyer shall have notified Seller in writing of Buyer's intent to close this transaction in accord with the terms contained herein. In the event Buyer does not notify Seller of Buyer's intent to close, upon the expiration of the investigation period, each party shall be relieved of all further obligations otherwise arising under this contract except those which by their terms were intended to survive .

5.6 Restore Property. In the event this Contract does not close through no fault of the Seller, Buyer shall restore the Property to its original condition, if changed due to the tests and inspections performed by Buyer (ordinary wear and tear excepted).

## 6. Seller's Representations.

6.1 Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date and as of the Closing Date, subject to any extensions, as follows:

6.1.1 Title. As of Closing, Seller shall be the owner of marketable title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions, and encumbrances of record which will be paid and removed at Closing.

6.1.2 Litigation. All actions, suits, proceedings or investigations pending or, to the knowledge of Seller, threatened against the Seller or Property, relating to the Property or the Seller's interest in the Property must be settled and or terminated subject to the Buyers acceptance.

6.1.3 No Condemnation Pending or Threatened. Seller has no knowledge of any pending, threatened or contemplated condemnation or similar proceeding affecting the Property or any portion thereof.

6.1.4 Hazardous Material. To Seller's knowledge, the Property has not, during Seller's ownership, or during any affiliate of the Seller's ownership, of the Property, been used by Seller for the use, generation, treatment, release, discharge, handling, storage,

transportation or disposal of Hazardous Material, except as permitted by Governmental Authority provided said use does not require any clean-up. To Seller's knowledge, no notification of release of a Hazardous Material has been received by Seller and none has occurred on the Property. To Seller's knowledge, the Property is not listed or formally proposed for listing pursuant to any Governmental Requirement. To Seller's knowledge, no above-ground or underground storage tanks are present on the Property.

6.1.5 Parties in Possession; Rights of Others. There are no parties other than Seller or lessees disclosed to Buyer in possession of any portion of the Property and there shall be no parties in possession of the Property at Closing. At Closing, there shall be no tenants or other users. No person or entity other than the Buyer has (a) any right or option to acquire or purchase all or any portion of the Property, or any right of first offer or right of first refusal to acquire or purchase all or any portion of the Property, or (b) any leasehold, tenancy or other interest or right of occupancy in or with respect to all or any portion of the Property. Seller shall not have the right to lease the Property to any other party than Riverfront Development Group LLC during the pendency of this Contract.

6.1.6 Seller's Existence. Seller has full power and authority to sell the Property and to comply with the terms of this Contract.

6.1.7 Authority. The execution and delivery of this Contract by Seller and the consummation by Seller of the transaction hereby contemplated are within Seller's capacity and all requisite action has been taken to make this Contract valid and binding on Seller in accordance with its terms. Seller hereby agrees to the terms contained in this contract. The individual signing on behalf of the Seller has the authority to sign on behalf of the Seller.

6.1.8 Legal Use. To Seller's knowledge, neither Seller nor the Property violates any law, rule, regulation or order with respect to its current use.

## **7. Affirmative Covenants.**

### **7.1 Seller's Affirmative Covenants.**

7.1.1 Acts Affecting Property. Seller will refrain from (a) creating or incurring, or suffering to exist, any mortgage, lien, pledge, or other encumbrances in any way affecting the Property other than the Permitted Exceptions and requirements of the Governmental Authorities except any mortgage which may be repaid from this closing payment; and (b) committing any waste or nuisance upon the Property.

7.1.2 Maintenance of Property. Until Seller and any other users vacate the Property at Closing, the Property will be kept in the condition existing as of the Effective Date, ordinary wear, tear and obsolescence excepted and other than the operation of this Property in the normal course of Residential, commercial and retail activity. Seller

will observe all Governmental Requirements affecting the Property until the Closing Date.

7.1.3 Further Assurances. In addition to the obligations required to be performed hereunder by Seller at the Closing, Seller agrees, at Seller's sole cost and expense and at no cost to Buyer, to perform such other acts, and to execute, acknowledge, and deliver subsequent to the Closing such other instruments, documents, and other materials as may be necessary to transfer the Seller's interest in the Property and the any existing Governmental Approvals to Buyer without incurring any additional obligation on the part of Buyer.

8. Buyer's Representations. Buyer hereby represents and warrants to the Seller as of the Effective Date and as of the Closing Date as follows:

8.1 Buyer's Existence. Buyer will be in good standing and qualified to do business under the laws of the State of Florida, and Buyer has full power and authority to purchase the Property and to comply with the terms of this Contract.

8.2 Authority. The execution and delivery of this Contract by Buyer and the consummation by Buyer of the transaction hereby contemplated are within Buyer's capacity and all requisite action has been taken to make this Contract valid and binding on Buyer in accordance with its terms.

9. Conditions to Buyer's Obligation to Close. Buyer shall not be obligated to close under this Contract unless and until each of the following conditions are either fulfilled or waived, in writing, by Buyer:

9.1 Governmental Approvals. Buyer shall have the exclusive right to apply to obtain approvals, if necessary, of Buyer's Contemplated Improvements on the Property. Buyer's Contemplated Improvements on the Property shall be made at the Buyer's sole discretion and cost.

9.2 Seller's Performance and Compliance with Covenants. Seller shall have performed all of its obligations hereunder which are necessary to convey Title to Buyer as herein provided.

9.3 Delivery of Documents. Seller shall be prepared to deliver to Buyer all instruments and documents to be delivered to Buyer by Seller at the Closing pursuant to this Contract.

9.4 No Prior Termination. This Contract shall not have been previously terminated pursuant to any other provision hereof.

9.5 Satisfaction of Other Conditions. All conditions to Closing otherwise contained in this Contract shall have been satisfied.

9.6 Status of Title. The status of Title to the Property shall be as required by this Contract.

9.7 No Material Changes. There shall have been no material change in any of the following conditions of or affecting the Property not caused by Buyer or its contractors, employees, affiliates or other related or similar parties, that have occurred after the Investigation Period or occurring in ordinary course of the residential, commercial and retail use of the Property and which would require environmental remediation: (a) any dumping of refuse or Hazardous Material on the Property; and (b) status of title. If there is such a material change, then Buyer may terminate this Contract and Seller shall pay Buyer the Deposit, if any, and thereafter this Contract shall be of no further force or effect on the parties.

10. Closing. Subject to all of the provisions of this Contract, Buyer and Seller shall close this transaction on the Closing Date commencing at 10:00 a.m. The Closing shall take place at the office of Seller's Attorneys or its designee.

10.1 Seller's Closing Documents. ("Seller's Property Closing Documents"). At Closing, Seller shall deliver the following documents:

10.2 Title Conveyance Documents. (a) Special Warranty Deed; (b) Certificate of Non-Foreign Status; and (c) assignment of all Property Rights and Property Records, any existing Governmental Approvals and all of Seller's right, title and interest in all plans, deposits and all other payments to any Government Authority in connection therewith, if any.

10.2.1 Seller's No Lien Affidavit.

10.2.2 Closing Statement. A closing statement setting forth the Purchase Price, Deposit and all credits, adjustments and proration between Buyer and Seller, and the net Cash to Close due Seller. Buyer shall have no less than 48 hours to review the Closing Statement.

10.2.3 Authorizing Resolutions. Certificates of such resolutions in form and content as Buyer may reasonably request evidencing Seller's existence, power, and authority to enter into and execute this Contract and to consummate the transaction herein contemplated.

10.2.4 Pre-Closing Delivery. Copies of Seller's Property Closing Documents shall be delivered to Buyer's Attorney for review not less than ten (10) days prior to the Closing Date.

10.2.5 Other Documents for Closing. Seller shall provide all documents as reasonably required by the Title Company

**11. Buyer's Closing Documents.**

11.1 Authorizing Resolutions. Certificates and/or affidavit of resolutions or otherwise in form and content as Seller may reasonably request evidencing Buyer's existence, power, and authority to enter into and execute this Contract and to consummate the transaction herein contemplated.

11.2 Other Documents for Title Company. Buyer shall provide other documents reasonably required by the Title Company.

11.3 Certificate of Good Standing. Certificate of Good Standing for Buyer.

**12. Closing Procedure.** The Closing shall proceed in the following manner:

12.1 Transfer of Funds. Buyer shall pay the Cash to Close to the Closing Agent.

12.2 Delivery of Documents. Buyer shall deliver Buyer's Closing Documents, and Seller shall deliver Seller's Closing Documents, to Closing Agent.

12.3 Disbursement of Funds and Documents. On the Closing Date, once all of Buyer's Closing Documents and Seller's Closing Documents and Cash to close are received by the Closing Agent, then Closing Agent shall disburse the Cash to close, and Closing Agent shall deliver Buyer's Closing Documents to Seller and the Seller's Closing Documents to Buyer.

**13. Proration and Closing Costs.**

13.1 Proration's. The following items shall be prorated and adjusted between Seller and Buyer as of the midnight preceding the Closing, except as otherwise specified:

13.1.1 Taxes. Real estate and personal property taxes shall be prorated on the following basis:

(a) If a tax bill for the year at Closing is available, then proration shall be based upon the current bill.

(b) If the assessment for the year is available, but not the actual tax bill, then proration shall be based upon the assessment and the TRIM Notice.

(c) If neither the current tax bill nor the current assessment is available, then proration shall be based upon the prior year's tax bill.

(d) In all events proration shall include the maximum discount for early payment of taxes.

13.1.2 Other Items. All other income and expenses of the Property shall be prorated or adjusted in accordance with this Contract.

13.2 Reproration of Taxes. At the Closing, the above-referenced items shall be prorated and adjusted as indicated. If subsequent to the Closing taxes for the year of Closing are determined to be higher or lower than as prorated, a reproration and adjustment will be made at the request of Buyer or Seller upon presentation of actual tax bills, and any payment required as a result of the reproration shall be made within ten (10) days following demand therefore. All other prorations and adjustments shall be final. This provision shall survive the Closing.

13.3 Buyer's Closing Costs. Buyer shall pay for the following items in addition to Buyer's Costs prior to or at the time of Closing:

- Title Insurance
- Recording of Deed
- Buyer's Attorney's Fee

13.4 Seller's Closing Costs. Seller shall pay for the following items in addition to Seller's Costs prior to or at the time of Closing:

- Sellers Survey
- Obtaining and Recording of (if required) Corrective Instruments
- Documentary Stamps on Deed

14. Possession. Buyer shall be granted full possession of the Property at Closing free from Seller, tenants, occupants and any other users except as provided in the Permitted Exceptions.

15. Condemnation. In the event of the institution of any proceedings by any Governmental Authority which shall relate to the proposed taking of any portion of the Property by eminent domain prior to Closing, or in the event of the taking of any portion of the Property by eminent domain prior to Closing which, in either case would result in the decrease of the area of the Property by more than 1%, Seller shall promptly notify Buyer and Buyer shall thereafter have the right and option to terminate this Contract by giving Seller written notice of Buyer's election to terminate within fifteen (15) days after receipt by Buyer of the notice from Seller. Seller hereby agrees to furnish Buyer with written notice of a proposed condemnation within five (5) Business Days after Seller's receipt of such notification. Should Buyer timely terminate this Contract pursuant to the provisions of this paragraph 15, the Deposit, if any, shall immediately be returned to Buyer and thereafter neither Buyer nor Seller shall have any further rights or obligations hereunder.

16. Default.

16.1 Buyer's Remedies for Seller's Default. In the event that this transaction fails to close due to a refusal to close or default on the part of Seller, Buyer shall have the right to elect from one of the following options as Buyer's sole and exclusive remedy for Seller default:

16.1.1 Buyer may terminate the Contract, receive a return of the Deposit, if any, from the Seller, and the payment from Seller of Buyer's Costs reasonably incurred in anticipation of Closing, and thereafter neither Buyer nor Seller shall have any further obligations under this Contract except for those obligations of Buyer that expressly survive termination of this Contract; or

16.1.2 Buyer may seek specific performance of the Contract.

16.2 Seller's Remedies for Buyer's Default. In the event that this transaction fails to close due to a refusal or default on the part of Buyer, Seller shall have the right to receive and retain the Deposit paid by Buyer, if any, and the same shall be paid to the Seller as agreed-upon liquidated damages as its sole and exclusive remedy. Buyer and Seller acknowledge that if Buyer defaults, Seller will suffer damages in an amount which cannot be ascertained with reasonable certainty on the Effective Date and that the Deposit paid or agreed to be paid to Seller most closely approximates the amount necessary to compensate Seller in the event of such default. Buyer and Seller agree that this is a bona fide liquidated damage provision and not a penalty or forfeiture provision. Seller shall also have the right to all remedies available at law and in equity for the enforcement of Buyer's release, indemnity, defense and hold harmless obligations under this Contract.

17. Brokerage Commission. Each party represents to the other that there is not a third party brokerage commission due as of the effective date. It is agreed that if any other claims for brokerage commissions or fees are ever made against Seller or Buyer in connection with this transaction, all such claims shall be handled and paid by the party whose alleged commitments form the basis of such claim. This provision shall survive the Closing or termination of this Contract. Seller consents to Closing Agent acting both as Seller's Attorney and as the Closing Agent under this Contract.

18. Notices. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except where required to be delivered at the Closing, shall be in writing and shall either be (a) hand-delivered, (b) sent by Federal Express or a comparable overnight mail service, or (c) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (d) sent by telephone facsimile transmission provided that an original copy of the transmission shall be mailed by regular mail, to Buyer, Seller, Buyer's Attorney and Seller's Attorney at their respective addressees set forth in Section 1 of this Contract. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addresses and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

19. **Assignment.** This Contract may not be assigned or delegated by Buyer to any person, firm or corporation without the prior written consent of Seller, which Seller may not unreasonably withhold. No assignment shall relieve Buyer or Riverfront Development Group LLC of their liability hereunder. For purposes of this paragraph, Seller's good faith belief that the assignment of this contract by Buyer will weaken the safeguards contained within this contract which are designed to assure to the extent possible that a development of the type described herein will be built and completed upon the property shall be deemed sufficient to justify Seller's refusal to consent to said assignment.

20. **INTENTIONALLY LEFT BLANK.** This paragraph is intentionally left blank.

21. **Signage.** Buyer is permitted to install signage, so long as same complies with all applicable codes and ordinances of the City of Palatka and any other regulatory authorities with jurisdiction over the property.

22. **Miscellaneous.**

23. **Counterparts.** This Contract may be executed in any number of counterparts, any one and all of which shall constitute the contract of the parties and each of which shall be deemed an original.

23.1 **Section and Paragraph Headings.** The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Contract.

23.2 **Amendment.** No modification or amendment of this Contract shall be of any force or effect unless in writing executed by both Seller and Buyer.

23.3 **Attorneys' Fees.** If any party prevails in a judicial proceeding against any other party by reason of breach of this Contract or in order to enforce any term thereof, reasonable Attorneys' Fees and costs shall be included in such judgment or paid by the losing party. This provision shall survive the Closing or termination of this Contract.

23.4 **Governing Law.** This Contract shall be interpreted in accordance with the laws of the State of Florida, both substantive and remedial, with venue in Putnam County, Florida.

23.5 **Entire Contract.** This Contract sets forth the entire agreement between Seller and Buyer relating to the Property and all subject matter herein and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. Unless incorporated herein, no discussion, correspondence, agreement, representation, warranty or understanding shall bind either party hereto. In proceeding with the purchase of the Property, Buyer shall rely solely upon Buyer's own, independent investigation of the Property and the provisions of this Contract. Except as otherwise expressly set forth, herein upon the Closing of this Contract and at all

times thereafter, the provisions of this Contract shall merge into the deed and bill(s) of sale and shall not survive the said Closing and Seller hereby expressly disclaims, and Buyer hereby releases Seller from, any and all representations and warranties, express or implied, relating in any way to the Property, including but not limited to any warranty provided under statutory or common law, such as but not limited to warranties regarding condition, habitability, merchantability and fitness of the Property for the Intended Use or any other or additional purpose, impact or permit fees to be incurred by Buyer, or the reliability, accuracy or completeness of any of the Property Records. This provision shall survive the Closing or termination of this Contract.

**23.6 Time of the Essence.** Time is of the essence in the performance of all obligations by Buyer and Seller under this Contract.

**23.7 Computation of Time.** Any reference herein to time periods of less than six (6) days shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Contract which ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. on the next full Business Day.

**23.8 Successors and Assigns.** This Contract shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

**23.9 Construction of Contract.** All of the parties to this Contract have participated freely in the negotiation and preparation hereof; accordingly, this Contract shall not be more strictly construed against any one of the parties hereto.

**23.10 Gender.** As used in this Contract, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

**23.11 Confidentiality.** Except in the ordinary course of the Buyer's business in communicating with its consultants, auditors, attorneys, other professionals, and partners, and in connection with its application for approval from all Governmental Authorities, Buyer shall not disclose the Purchase Price and the terms of payment set forth in this Contract or any other provision contained herein to any other person, all of which will be treated as confidential. This provision shall survive the Closing or termination of this Contract. The parties agree and understand that Seller is a governmental entity bound by and subject to the disclosure requirements of Ch 119, Fl. Stat. , which defines and requires the disclosure of "public records".

**24. Notice Regarding Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**25. Cure Period.** In the event of default hereunder other than the delivery of the Deposit or Buyer's payment of the balance of the Purchase Price on the Closing Date, the non-defaulting party must give the defaulting party no less than ten (10) Business Days to cure same and only after the defaulting party's failure to cure could the defaulting party be held in default under this Contract, provided that this clause shall not apply to the time within which Seller shall be allowed to cure title defects of which seller is properly notified which subject is specifically addressed elsewhere herein.

**26. Facsimile Signatures.** Seller and Buyer hereby agree that facsimile copies of each party's signature on this Contract will be accepted as original execution hereof by such party.

**27. Additional Terms.** The provisions contained within paragraph 27 and all of its subparts shall survive closing and shall be binding upon Buyer or any person or entity to whom Buyer may assign this contract, or upon any person or entity to whom Buyer may transfer title to the property after Closing. The parties agree that this contract, or so much of it as is necessary to provide notice to actual or potential assignees or transferees from Buyer, may be recorded within the public records.

**27.1 Development/Use Restrictions.** Buyer and Seller agree that the property and the manner of its development is of critical concern to the Seller and Buyer because of the impact said development will likely have upon the surrounding property located within Seller's downtown and riverfront areas. Accordingly, Buyer and seller agree that Buyer's use of that portion of the property and the development of that portion of the property designated within Exhibit A as "Phase I" of "Area 1" ("Initial Development") shall be in accord with and consistent with those drawings, diagrams, and descriptions set forth within Exhibit "C" , attached hereto and incorporated by reference herein ("contemplated improvements"). The use of and development of "Phase II" of "Area 1" and of "Area 2" ("Subsequent Development") shall be in accord with drawings, diagrams, and descriptions to be provided to the Seller by the Buyer not less than six (6) months before development of these portions of the property is to begin ("Contemplated Improvements"). Seller shall have the absolute right, in its sole and unbridled discretion, to disapprove the use and specific development proposed by Buyer and depicted within the drawings, diagrams, and descriptions provided with respect to the Subsequent Development. In the event Seller disapproves the proposed Subsequent Development, Seller and Buyer shall confer in an attempt to address Seller's concerns or objections. Ultimately, Buyer shall not proceed with the Subsequent Development without Seller's approval of same. This term shall survive closing and shall in fact be memorialized in "covenants and restrictions" to be incorporated into the deed of conveyance. Said covenants and restrictions shall provide for the enforcement of same at the option of and by Seller and shall specify that the covenants and restrictions shall be effective and valid for a period of not less than fifty (50) years from the date of closing, thereby guaranteeing that the development of the property, including but not limited to all structures built upon the property and all uses of said structures and of the property shall be consistent with the drawings, diagrams, and descriptions set forth within Exhibit "C" and, as to the Subsequent Development,

approved by Seller before development is commenced, for a period of fifty (50) years following the date of closing unless Seller should agree to a modification of same. Nothing within this paragraph or within this contract shall be deemed as requiring Seller to consent to any modification of the approved permissible structures and uses at any time but instead Seller retains the right in its sole and absolute discretion to consider any request to modify the uses and structures permissible at the property.

**27.2 Debris Removal During Investigation Period.** Buyer and Seller agree that Seller may, at no expense to Buyer, conduct certain debris removal/clean-up at the property during the investigation period. It is not Seller's intent to make any structural improvements or alterations during the course of said operations. However, Buyer and Seller agree that in the event of any inadvertent damage or impact to the structures at the property occurring during the debris removal/clean-up process, Buyer shall hold Seller harmless for same. In the event such structural damage or impact occurs, Buyer may elect to terminate this contract in accord with Section 5.4 above but shall not otherwise assert any claim, demand, suit, or assessment against seller arising from seller's actions in conducting the debris removal/clean-up operation.

**27.3 Protection Of Seller Against Liens Incurred By Buyer.** Pending closing, Buyer shall not take any action with respect to the property that could result in the imposition or attachment of any lien or encumbrance to the property, including but not limited to mechanic's liens, liens for labor or material, or other. After closing, buyer shall take all actions necessary to assure that no liens or encumbrances of any nature or kind attach to the property with the exception only of a mortgage which may pledge the property only to pay debt incurred by Buyer for the purpose of making physical and tangible improvements to the property which will result in an increase in value of the property equal to or greater than the amount of the mortgage. The satisfactory completion of all physical and tangible improvements to the property undertaken by Buyer, or the satisfactory completion of any other action undertaken by Buyer which could legally result in the imposition of a lien (mechanic's or other) against the property, shall be "guaranteed" by an **IRREVOCABLE LETTER OF CREDIT** ("letter of credit") secured at buyer's expense from a bank approved by Seller and in an amount sufficient to guarantee the ultimate satisfactory completion of the work undertaken. Said letter of credit shall name Seller as beneficiary with standing to seek payment of same. For purposes of this paragraph, "satisfactory completion" shall mean the completion of the contemplated improvements, in a fashion which complies with the originally approved plans and specifications for said work.

27.3.1 The amount of the letter of credit shall be the larger of: 1) 110% of the approved loan amount to construct the contemplated improvements to the property as reflected within the originally approved plans and specifications for the work or 2) the total of all liens and mortgages which Buyer in good faith anticipates will attach to and encumber the property through the satisfactory completion of the contemplated improvements to the property; or (3) the total estimated cost of the contemplated improvements to the property as reflected within the originally approved plans and specifications for the work but to include all engineering, design, and similar costs

necessary to the completion of the project.

27.3.2 In the event of a Buyer default hereunder after Closing, Seller shall be entitled to the following relief:

a) Buyer (or any entity or person to whom Buyer may have assigned this contract with Seller's consent) shall, within 10 days of demand, convey legal title to the property to Seller by Quit-Claim Deed. Buyer or Buyer's assignee shall not thereafter retain any interest, claim, or right to the property, its income, profits, or rents.

b) Seller shall receive the full proceeds of the letter of credit.

c) Seller shall first utilize the proceeds of the letter of credit to pay and satisfy any and all liens and mortgages which encumber the property, or make satisfactory arrangements with the holders of same to relieve Buyer from liability under same.

d) Seller shall next utilize the proceeds of the letter of credit to pay for the completion of the contemplated improvements to the property, or so much of same as the remaining proceeds from the letter of credit will permit.

e) Seller shall pay any remaining proceeds from the letter of credit (if any), after satisfaction of the terms set forth above, to Buyer or Buyer's assignee.

27.3.3 For purposes of this paragraph 27.3, Buyer's default shall be considered any of the following:

a) any failure of buyer to comply with the terms of any loan, mortgage, or contract entered by buyer with a third party and which results in the property becoming the subject of any any lien enforcement, foreclosure, or similar action which could result in the foreclosure of buyer's ownership interest in the property.

b) the failure of buyer, after the date of pledging the property as security for any debt or after the date of suffering any lien to attach to the property, to complete construction of the contemplated improvements within 24 months.

27.3.4 In the event Buyer has not, on or before two (2) years from the closing date, completed all contemplated improvements on that portion of the property designated as "Area 1, Phase I" within the attached Exhibit "A", and in the event Buyer has not suffered any lien, mortgage, or other encumbrance to attach to said Area 1, Phase I within said time, then Seller shall have the option of repurchasing the entire property at the purchase price originally paid by Buyer. Seller shall notify Buyer of Seller's desire to exercise this option not later than twenty-three months (23) after closing and closing on the "repurchase" shall then occur within sixty (60) days thereafter. All "closing costs" associated with said "repurchase", including the cost of owner's policy of title insurance, shall be equally divided between the parties.

27.3.5 In the event Buyer has not, on or before four (4) ) years from the closing date, completed all contemplated improvements on that portion of the property designated as "Area 2 and Phase I, of Area 1" within the attached Exhibit "A" , and in the event Buyer has not suffered any lien, mortgage, or other encumbrance to attach to said portion of the property within said time, then Seller shall have the option of purchasing said portion of the property from Buyer at a pro-rata share (based upon size of said portion as compared to the total size of the property) of the total purchase price reflected within this contract. Seller shall notify Buyer of Seller's desire to exercise this option not later than forty-seven (47) months after closing and closing on the "repurchase" shall then occur within sixty (60) days thereafter. All "closing costs" associated with said "repurchase," including the cost of owner's policy of title insurance, shall be equally divided between the parties.

**27.4 Buyer To Provide Hold Harmless And Indemnification.** The parties acknowledge that it is Buyer's desire to come about and upon the property pending closing for various purposes pertaining to Buyer's ultimate plans to market the property for sale. Buyer specifically acknowledges that Seller has and does hereby warn that the property is not in a good state of repair and that coming about or upon the property may be hazardous and may result in damage to property and/or personal injury or death. If Buyer, in spite of said warning, chooses to come about or upon the property pending closing, Buyer shall, before doing so, execute documents (hold harmless documents) in the form approved or prepared by Seller, which evidence Buyer's assumption of all risks (known or unknown, apparent or hidden) associated with Buyer's coming about the property and by which Buyer "holds Seller harmless" for any damages or injuries or death resulting from Buyer's coming about the property and by which Buyer agrees to indemnify Seller from any loss or expenses incurred by Seller, including attorney's fees and costs, as a result of Buyer's coming about or upon the property. Buyer shall not bring any person upon or about the property without first notifying Seller of Buyer's intent to do so and unless any/all people Buyer intends to bring about the property have first executed hold harmless documents in the form and substance approved or prepared by Seller and as further described above.

**27.5. WAIVER OF JURY TRIAL.** THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH HAS OR MAY HAVE TO A TRIAL BY JURY WITH RESPECT OF ANY LITIGATION BROUGHT BY ANY PARTY BASED ON ANY RIGHT, OBLIGATION, TERM OR COVENANT UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF THE PARTIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS CONTRACT.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates indicated below.

(Seal)



SELLER: CITY OF PALATKA

By: [Signature]  
Michael J. Czymbor, CITY MANAGER

Date: August 1, 2013

ATTEST:

[Signature]  
Betsy J. Driggers, CITY CLERK

WITNESS:

[Signature]  
Print Name: Lisabeth Weber

BUYER: RIVERFRONT DEVELOPMENT GROUP, LLC

By: [Signature]  
Joseph C. Diamond, Manager

Date: August 1, 2013

WITNESS:

[Signature]  
Print Name: Christy Wilkinson

STATE OF FLORIDA  
COUNTY OF PUTNAM

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Joseph C. Diamond, who is the Manager of Riverfront Development Group, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of August, 2013.

My Commission Expires:  
(Seal)



[Signature]  
Notary Public, State of Florida

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

Legal Description is a combination of the below referenced parcels which encompasses "The Property" as described in Dick's map of Palatka MB2,P46,Block 2, Official records of Putnam County Florida.

- 101 Reid Street Parcel # 42-10-27-6850-0020-0080
- 105 Reid Street Parcel # 42-10-27-6850-0020-0010
- 111,117,119 N 2<sup>nd</sup> Street Parcel # 42-10-27-6850-0020-0020
- 107,109 N 2<sup>nd</sup> Street Parcel # 42-10-27-6850-0020-0040
- 105 N 2<sup>nd</sup> Street Parcel # 42-10-27-6850-0020-0041
- 124 St Johns Ave Parcel # 42-10-27-6850-0020-0050
- 113 N 2<sup>nd</sup> Street Parcel #42-10-27-6850-0020-0030  
Parcel #42-10-27-6850-0020-0100

**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**

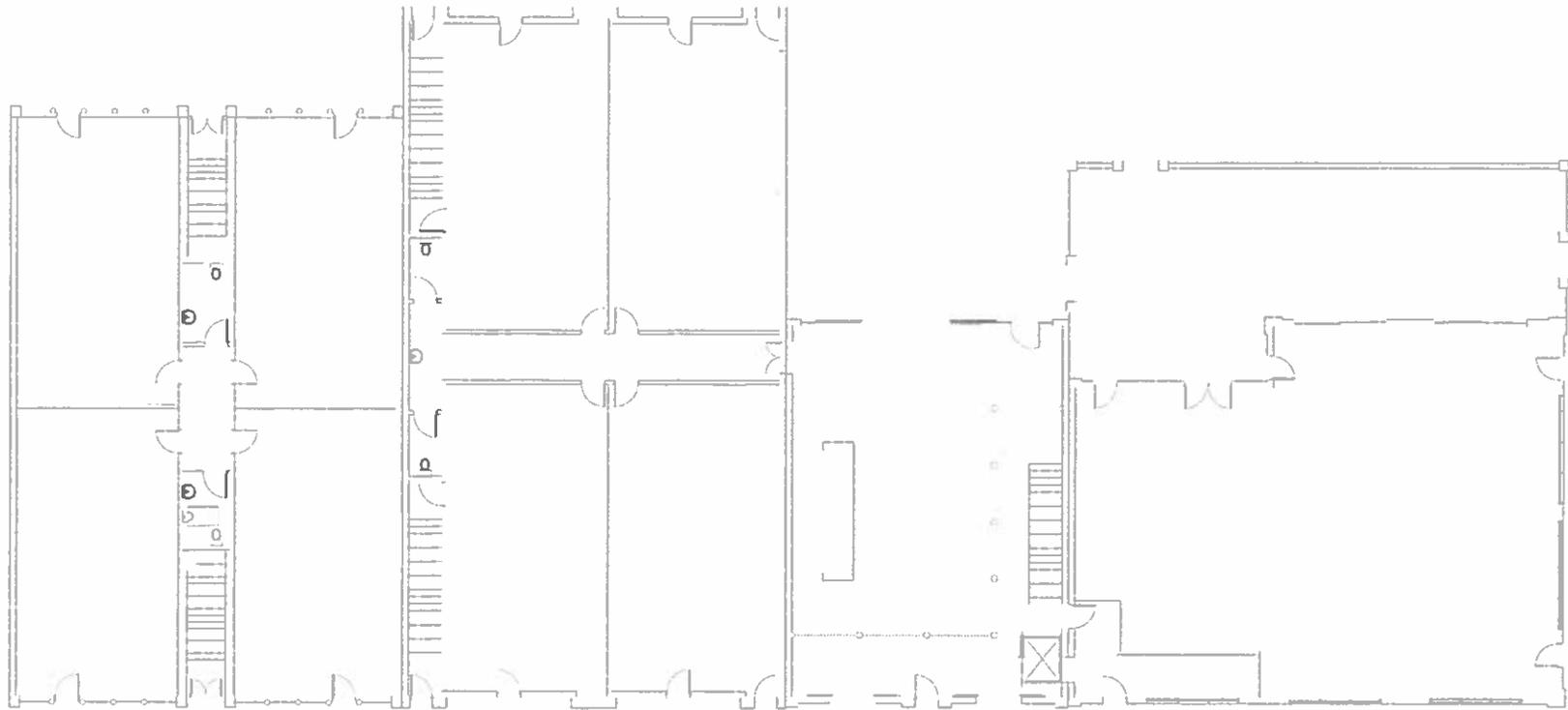
1. Taxes for the year of the effective date of the owner's title insurance policy or guarantee and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public record.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Any claim that any portion of said lands are sovereignty lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
7. Title to personal property is not insured.

NOTE: The recording information contained herein refers to the Public Putnam County, Florida, unless otherwise specified.

Items 2 and 5 will be deleted at closing upon receipt of satisfactory affidavits from Buyer and Seller. Items 3 and 4 will be deleted at closing if the current survey, provided and paid for by Buyer, shows no encroachments, overlaps, boundary line disputes, easements not shown on the public records or other survey issues and is certified to Seller, Sellers attorney and title company

EXHIBIT "C"

page 1 of 4



*THE WINGGAR*

*THE BALLEE*

*THE SHOW*

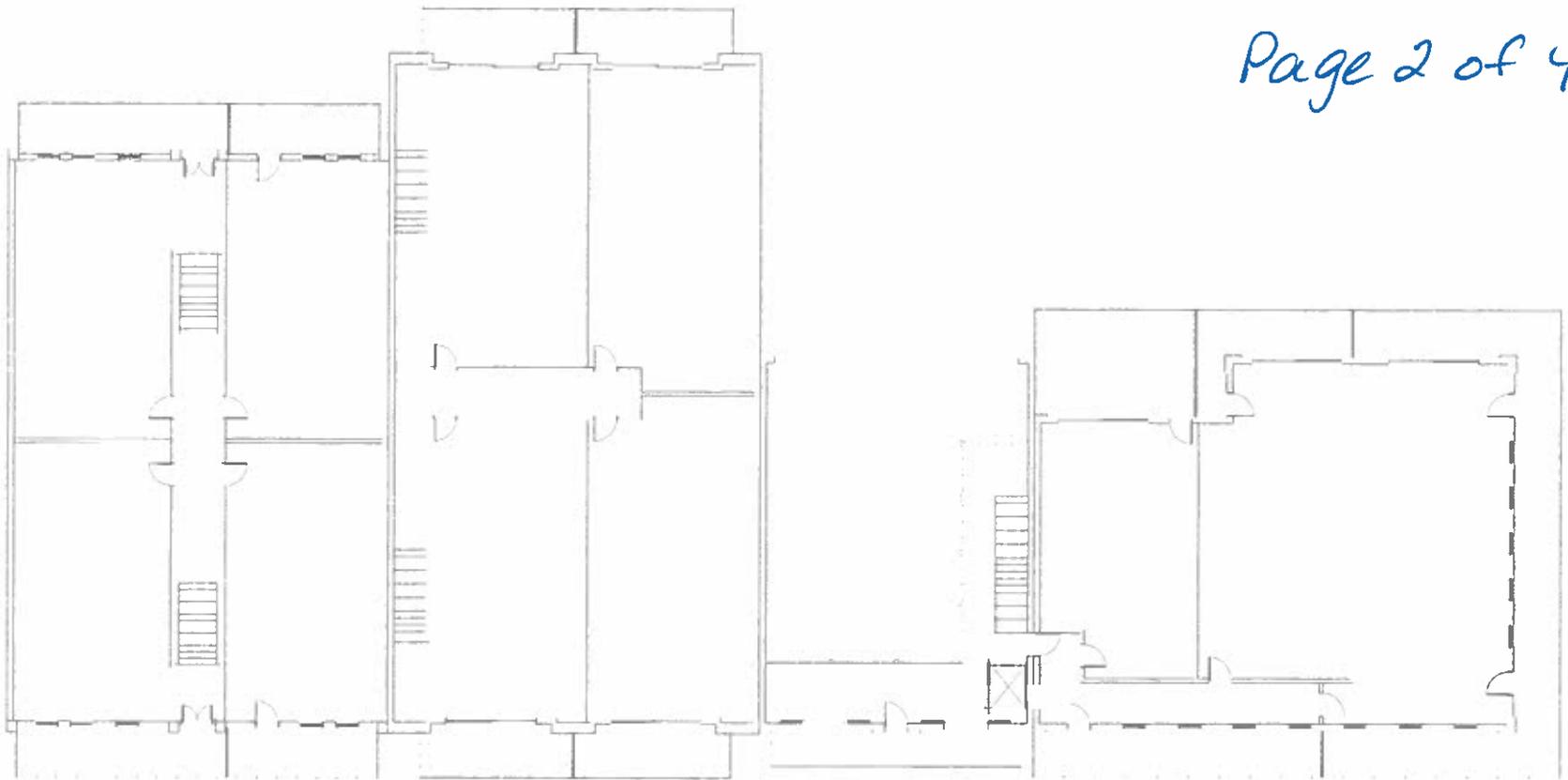
*THE MORAGUE*

1ST FLOOR USE - COMMERCIAL / RETAIL / RESTAURANT

1 THE CENTURY - CONCEPTUAL PLAN VIEW - 1ST FLOOR  
1/4" = 1'-0"

EXHIBIT "C"

Page 2 of 4



*THE WINDGAR*

*THE BAILEY*

*THE SALON*

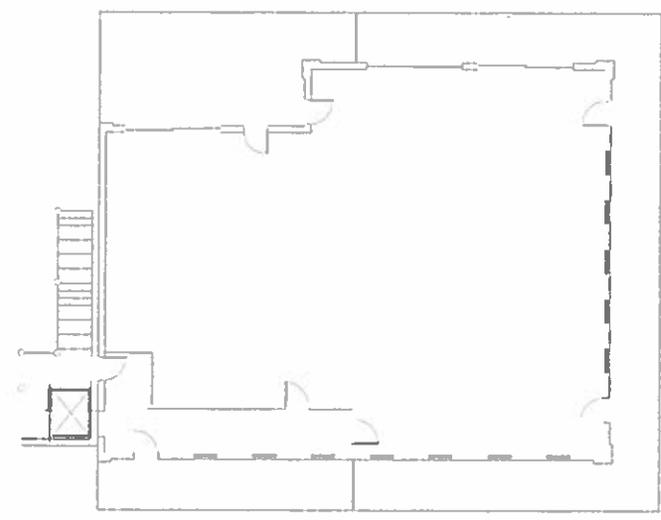
*THE MORGUE*

*2ND FLOOR USE - RESIDENTIAL*

2 THE CENTURY - CONCEPTUAL PLAN VIEW - 2ND FLOOR  
1/4" = 1'-0"

**EXHIBIT "C"**

Page 3 of 4



*THE WINGGAR*

*THE BAILEY*

*THE SNOW*

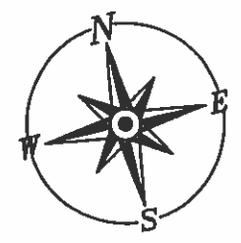
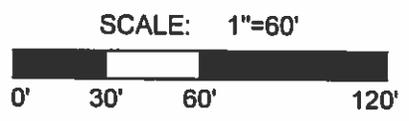
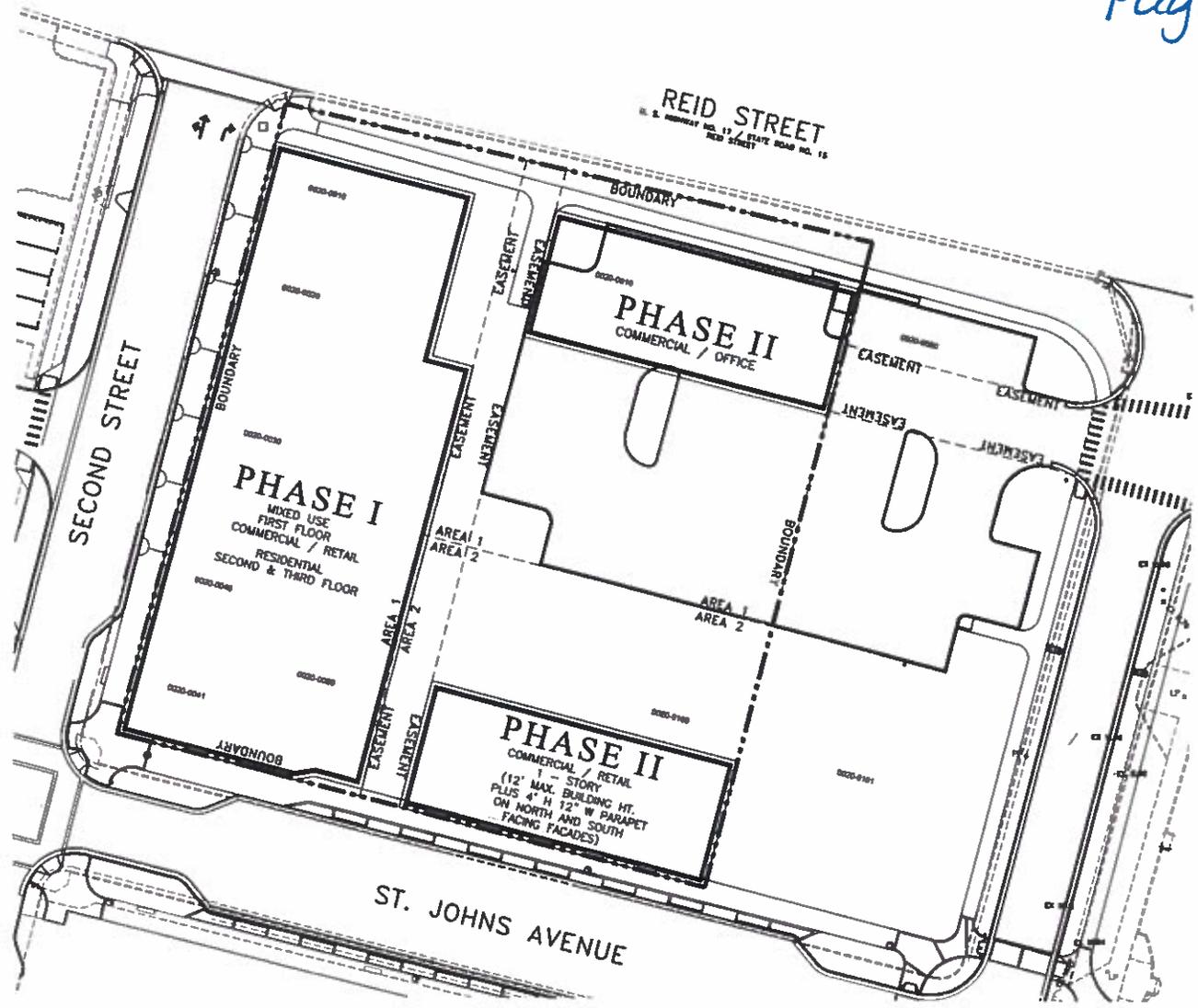
*THE MORAGNE*

3RD FLOOR USE - RESIDENTIAL

1 THE CENTURY - CONCEPTUAL PLAN VIEW - 3RD FLOOR  
1/4" = 1'-0"

# EXHIBIT C

Page 4 of 4



**FIRST AMENDMENT TO CONTRACT BETWEEN  
THE CITY OF PALATKA AND  
RIVERFRONT DEVELOPMENT GROUP LLC**

This First Amendment to the Contract between The City of Palatka ("Seller") and Riverfront Development Group LLC ("Buyer") shall be effective as of the date fully executed by both parties.

Seller and Buyer previously entered into a Contract For Purchase and Sale dated effective August 1, 2013 (the "Contract").

Seller and Buyer now amend the terms of the Contract as set forth below:

1. Section 27.3 of the Contract, **Protection Of Seller Against Liens Incurred By Buyer**, is hereby amended and restated in its entirety and shall hereby be and read as follows:

Pending closing, Buyer shall not take any action with respect to the property that could result in the imposition or attachment of any lien or encumbrance to the property, including but not limited to mechanic's liens, liens for labor or material, or other. After closing, Buyer shall take all actions necessary to assure that no liens or encumbrances of any nature or kind attach to the property with the exception only of a mortgage which may pledge the property only to pay debt incurred by Buyer for the purpose of making physical and tangible improvements to the property which will result in an increase in value of the property equal to or greater than the amount of the mortgage.

Buyer shall record an amended notice of commencement listing the Seller as an additional party to be served with all Notices to Owner, if any, that may be served by subcontractors or materialmen pursuant to section 713.06(2) of the Florida Statutes. Buyer shall obtain from Buyer's general contractor, Delray Ocean Estates North, Inc. ("Delray"), and shall provide to Seller, a written waiver in which Delray waives any and all rights Delray has or may come to have to place a lien on the Property, accruing from past, present, or future acts or actions. All contracting and purchasing for the project will be done via Delray, not directly by Buyer as owner, thus ensuring that no subcontractor or materialman could perfect a lien without first having served a Notice to Owner.

In the event that a Notice to Owner is served, Buyer shall immediately provide Seller with a copy of the relevant contract and any other documents that may be needed in order to ascertain the amount of the potential lien that could arise in the event that the subcontractor or materialman is not paid. Buyer will either (1) immediately preclude any possibility of a lien arising by obtaining from the subcontractor or materialman a waiver and release; or (2) immediately place into escrow, with an escrow agent acceptable to Seller, sufficient funds to pay the entire amount of the potential lien, with instructions that the escrow agent

shall disburse such funds only when and as directed by both Buyer and Seller in agreement.

The terms of this Amendment eliminate any requirement for Buyer to provide a letter of credit, notwithstanding any references to a letter of credit elsewhere in the Contract.

Buyer's failure to perform in compliance with the terms of this Amendment shall constitute a material breach of the Contract, upon the occurrence of which Buyer shall, upon demand by Seller, immediately reconvey the Property to Seller as provided under the terms of Section 27.3.4 of the Contract. Such remedy shall be enforceable by an action for injunctive relief, in which the prevailing party shall be entitled to recover its attorney's fees and costs. In the event of default by Buyer such that Seller elects to repurchase the Property the repurchase price shall be One Dollar and 00/100 (\$1.00).

2. Section 27.3.1 of the Contract is hereby amended and restated in its entirety and shall hereafter be and read as follows:

Buyer shall, upon request, make available for inspection by Seller all such contracts, account records, and other documents and records as may be necessary in order for Seller to be assured at all times of Buyer's compliance with this Contract as amended.

3. Section 27.3.4 of the Contract is hereby amended and restated in its entirety and shall hereafter be read as follows:

In the event buyer has not, on or before two and one half (2 ½) years from the closing date, completed all contemplated improvements on that portion of the property designated as "Area 1, Phase I" within the attached Exhibit "A," then Seller shall have the option of repurchasing the entire property at the purchase price originally paid by Buyer, or, if applicable, at the reduced purchase price described at section 27.3 above. Seller shall notify Buyer of Seller's desire to exercise this option not later than twenty-nine (29) months after closing, and closing on the "repurchase" shall then occur within sixty (60) days thereafter. All "closing costs" associated with said "repurchase," including the cost of owner's policy of title insurance, shall be equally divided between the parties.

4. This amendment is intended to supplement and modify the terms of the Contract. To the extent that the terms contained herein do not conflict with the terms of the Contract, the terms of the Contract shall remain valid and binding. To the extent of any conflict between the terms of this Amendment and the terms of the Contract, the terms of this Amendment shall prevail and supersede.

5. Each of the parties hereby acknowledge that they have received good and valuable consideration in exchange for their agreement to the terms of this Amendment, and that they consider said consideration to be sufficient to bind their agreement.

6. Each of the parties is entering into this Amendment freely and voluntarily, and after consultation with and advice from an attorney of their independent selection.

IN WITNESS WHEREOF, the parties have executed this Contract Amendment as of the date indicated below.

**SELLER: CITY OF PALATKA**

(Seal)

BY: [Signature]  
**Terrill L. Hill, Its MAYOR**

Date: 3/10/2016, 2016

**ATTEST:**

[Signature]  
**Betsy J. Driggers, CITY CLERK**

**BUYER: RIVERFRONT DEVELOPMENT GROUP, LLC**

**WITNESS:**

[Signature]  
Print Name: TERRY SUGGS

BY: [Signature]  
**Joseph C. Diamond, Manager**

Date: 3/25/16, 2016

**WITNESS:**

[Signature]  
Print Name: Matthew D. Reynolds

**STATE OF FLORIDA  
COUNTY OF PUTNAM**

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgements, personally appeared Joseph C. Diamond, who is the Manger of Riverfront Development Group, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 25<sup>th</sup> day of March 2016.

My Commission Expires  
(Seal) 

[Signature]  
Notary Public, State of Florida



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**REQUEST TO APPEAL** Planning Board Case #16-16 - Denial of Conditional Use - Riverfront Development Group, LLC, Applicant for a conditional use permit to allow fifteen (15) upper floor residential units and four (4) first floor residential units within four downtown buildings located on the 100 Block of North 2nd Street (Parcel #10-27-6850-0020-0010) - Michael Woodward, Legal Representative for Riverfront Square, LLC.

### **SUMMARY:**

A Conditional Use permit approval was required for 19 proposed residential units in the four buildings that make up Riverfront Square (formerly known as "the 100 Block"). This is 11 units more than what is allowed by the Zoning Code. The Downtown Riverfront zoning district requires conditional use approval for more than two units per building. Staff recommended approval of the request based on the findings that on the whole and with staff-recommended conditions the request would meet the conditional use criteria. The Board denied the request with the finding that the frequency/number of apartments was too great for this location, and that the higher number of units would result in parking and overcrowding impacts that would not promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity or general welfare, as is required by Section 94-3 of the Zoning Code.

Zoning Code Section 94-3(7) directs the City Commission to review appeals of Planning Board conditional use decisions. The Planning Board Staff Report and PowerPoint shown at the meeting are attached for the Commission's review of this case. Please note the importance of addressing the conditional use criteria and intent. Also attached is a verbatim transcript of the Planning Board proceedings of 5/3/16, which was provided by counsel for RDG, Appellant.

As this is an appeal of a Planning Board decision, no new evidence, testimony or material can be introduced or considered at this time. The City Commission can only consider what the Planning Board considered.

### **RECOMMENDED ACTION:**

The Commission can either confirm, modify, or reverse the Planning Board decision to deny this conditional use permit. More specifically, the Commission can either:

- 1) support the denial; or
- 2) reverse the denial, supporting Staff's recommendation to allow for no more than 16 upper floor units (no first floor units), along with other staff conditions; or
- 3) reverse the denial, supporting the Applicant and allowing for 15 upper floor units

and four 1st floor units along with other staff conditions; or  
4) reverse the denial and modify approval conditions to include fewer units and/or other conditions.

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Request for appeal	Executive Summary
▫ Verbatim Transcript - Planning Board 5-3-16 Proceedings	Cover Memo
▫ Staff Report	Backup Material
▫ Planning Board Power Point Presentation	Backup Material

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Planning	Crowe, Thad	Approved	5/20/2016 - 4:14 PM
City Clerk	Driggers, Betsy	Approved	5/20/2016 - 4:30 PM
City Manager	Suggs, Terry	Approved	5/23/2016 - 3:22 PM

**TERRILL L. HILL**  
MAYOR - COMMISSIONER

**MARY LAWSON BROWN**  
VICE MAYOR - COMMISSIONER

**RUFUS J. BOROM**  
COMMISSIONER

**JUSTIN R. CAMPBELL**  
COMMISSIONER

**JAMES NORWOOD, JR.**  
COMMISSIONER



# CITY of Palatka FLORIDA

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

**TERRY K. SUGGS**  
CITY MANAGER

**BETSY JORDAN DRIGGERS**  
CITY CLERK

**MATTHEW D. REYNOLDS**  
FINANCE DIRECTOR

**JASON L. SHAW, SR.**  
CHIEF OF POLICE

**MICHAEL LAMBERT**  
CHIEF FIRE DEPT

**DONALD E. HOLMES**  
CITY ATTORNEY

May 13, 2016

Michael W. Woodward, Esquire  
Keyser & Sharbaugh, PA  
P.O. Box 92  
Interlachen FL 32148

RE: Appeal of Palatka Planning Board Decision – Case No. 16-16; 5/3/2016  
Denial of Request for Conditional Use Permit – “100 Block” Development  
Riverfront Development Group, LLC, Applicant

Dear Mr. Woodward,

This letter will serve to notify you that your client’s appeal on the case referenced above is scheduled to be heard before the Palatka City Commission on May 26, 2016. This meeting, which begins at 6:00 p.m., will be held in the City Commission Chambers at City Hall, 201 N. 2<sup>nd</sup> Street, Palatka. Please govern yourself accordingly. If you wish to request a later date for this appeal to be heard, please notify me as soon as possible.

Any person wishing to appeal any decision made by the Palatka City Commission, as well as the Palatka Planning Board, 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). I have been informed by your client, Joseph C. Diamond, RDG, LLC, that he will not be providing a verbatim transcript of the meeting. The Palatka Planning Board/Planning, Building & Zoning Dept. will be providing its own draft record (unadopted minutes) of the proceedings. Please note that, as this is an appeal, no new evidence can be introduced that was not already heard by the Planning Board during its deliberations.

If you have any questions concerning your appeal, please direct them to Thad Crowe, Planning Director, at 386-329-0103 Ext. 326.

Sincerely,

Betsy Jordan Driggers  
City Clerk

Cc: Joseph C. “Corky” Diamond, General Mgr, Riverfront Development Group, LLC  
Thad Crowe, Planning Director  
Members, Palatka City Commission  
Terry K. Suggs, City Manager  
Donald E. Holmes, City Attorney

BEFORE THE CITY COMMISSION  
CITY OF PALATKA, FLORIDA

In Re: RIVERFRONT DEVELOPMENT GROUP LLC'S  
REQUEST FOR CITY COMMISSION REVIEW OF  
PLANNING BOARD'S DENIAL OF  
CONDITIONAL USE, CASE NUMBER 16-16

---

REQUEST FOR CITY COMMISSION REVIEW

RIVERFRONT DEVELOPMENT GROUP LLC, by its undersigned counsel, requests City Commission review of a Planning Board decision, and says:

1. This is a request for City Commission review of a decision of the City of Palatka Planning Board denying a conditional use application. This request is brought pursuant to Section 94-3(7) of the City of Palatka Code of Ordinances.
2. On 03 May 2016, the Planning Board heard Conditional Use Case Number 16-16, in which RIVERFRONT DEVELOPMENT GROUP LLC was the applicant.
3. The Planning Board wrongly denied the application despite the fact that it met the conditional use criteria set forth in Section 94-3(4) of the City code and was accordingly recommended by City planning staff for approval.

WHEREFORE, RIVERFRONT DEVELOPMENT GROUP LLC respectfully requests that the City Commission review and reverse the 03 May 2016 decision of the Planning Board.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that copies of the foregoing have been furnished by email and regular U.S. mail to Betsy Driggers, City Clerk, City of Palatka, 201 N. 2<sup>nd</sup> Street, Palatka, FL 32177, [bdriggers@palatka-fl.gov](mailto:bdriggers@palatka-fl.gov) and Donald E. Holmes, Esq., City Attorney, 222 North 3<sup>rd</sup> Street, Palatka, Florida 32177, [Holmes@holmesandyoung.com](mailto:Holmes@holmesandyoung.com) on this 12th day of May 2016.

KEYSER & SHARBAUGH, P.A.

A handwritten signature in blue ink, appearing to read "Michael W. Woodward", is written over a horizontal line.

MICHAEL W. WOODWARD

Florida Bar Number: 0058531

Post Office Box 92

Interlachen, Florida 32148

(386) 684-4673 Fax: (386) 684-4674

Serve@ks.legal

**TERRILL L. HILL**  
MAYOR COMMISSIONER

**MARY LAWSON BROWN**  
VICE MAYOR COMMISSIONER

**RUFUS J. BOROM**  
MAN SORER

**JUSTIN R. CAMPBELL**  
COMMISSIONER

**JAMES NORWOOD JR**  
COMMISSIONER



**TERRY K. SUGGS**  
CITY MANAGER

**BETSY JORDAN DRIGGERS**  
CITY CLERK

**MATTHEW D. REYNOLDS**  
FINANCE DIRECTOR

**JASON L. SHAW, SR**  
CHIEF OF POLICE

**MICHAEL LAMBERT**  
CHIEF FIRE DEPT

**DONALD E. HOLMES**  
CITY ATTORNEY

## REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

**NOTE:** Regular City Commission meetings are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursdays of the month at 6:00 p.m. If you wish to appear on the Palatka City Commission meeting agenda, you should submit this request form, together with any attachments or backup material that would help the Commission to better consider your request, to the City Clerk's office either in person by mail (201 N. 2<sup>nd</sup> Street, Palatka 32177), fax (386-329-0199) or e-mail (bdriggers@palatka-fl.gov). Please note that without adequate supporting documentation or information, the Commission may not be in a position to take any action on your request. Materials submitted for the Commission's review during the meeting may not be considered as this does not give the Commission or Staff adequate time to read or consider such material. If you plan to make a PowerPoint presentation, please submit your media (thumb drive, DVD, etc.) to the Clerk's Office in advance.

**Meeting agendas close at 10:00 a.m. on the Friday two weeks prior to the next regularly scheduled Thursday City Commission meeting.** Please verify the closing date for agenda items with the Clerk's office, as meeting dates are subject to change. Staff will make every attempt to accommodate a request for a specific agenda date, but all requests will be handled on a case-by-case basis and may be assigned to a commission meeting to be held at a future date. If your request can typically be handled by a City department or staff member, you will be referred to the appropriate department or staff member

Name of Individual, Organization and/or Group making presentation or request:

Riverfront Development Group LLC

Address: 124 St. Johns Avenue Palatka, FL e-mail nancyj@riverfrontdev.com

Daytime Phone (386) 937-6199 Other ph. Fax

Requested meeting date: May 26, 2016 Meeting date assigned: (For Clerk's Office Use Only)

Request for Commission Action; OR  Presentation Only; no action required

Subject Matter you wish to address: Appeal of Planning Board's May 3, 2016 denial of conditional use in Case Number 16-16

(attach additional sheet if necessary)

Commission Action Requested, if any: Reverse Planning Board's decision and grant conditional use.

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 285 105

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

PHONE: (386) 329-0100

201 N. 2ND STREET - PALATKA, FLORIDA 32177

www.palatka-fl.gov

FAX: (386) 329-0106

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

IN RE: Case Number 16-16

**\* \* \* TRANSCRIBED FROM A DIGITAL RECORDING \* \* \***

PROCEEDINGS: Agenda Item 16-16

BEFORE: Putnam County Planning Board  
Palatka, Florida

DATE AND TIME: May 3, 2016; 4:00

PLACE: Palatka City Hall  
200 St. Johns Avenue  
Palatka, Florida 32177

MEMBERS PRESENT: Daniel Sheffield  
Earl Wallace  
George DeLoach  
Anthony Harwell  
Joseph Petrucci  
Tammy Williams  
Edie Wilson  
Ed Killebrew

## 1 P R O C E E D I N G S

2 May 3, 2016

4:00 p.m.

3 MR. SHEFFIELD: I'd like to call to order the May  
4 3rd meeting in the City of Palatka Planning Board.

5 Pam, will you please call the roll.

6 THE CLERK: Daniel -- pardon me.

7 Daniel Sheffield?

8 MR. SHEFFIELD: Here.

9 THE CLERK: Earl Wallace?

10 MR. WALLACE: Here.

11 THE CLERK: George DeLoach?

12 MR. DeLOACH: Here.

13 THE CLERK: Anthony Harwell?

14 MR. HARWELL: Here.

15 THE CLERK: Joe Pickens?

16 (No response.)

17 THE CLERK: Joseph Petrucci?

18 MR. PETRUCCI: Here.

19 THE CLERK: Tammy Williams?

20 MRS. WILLIAMS: Here.

21 THE CLERK: Edie Wilson?

22 MRS. WILSON: Here.

23 THE CLERK: And Ed Killebrew?

24 (indiscernible)

25 MR. KILLEBREW: Present.

1 THE CLERK: Thank you.

2 MR. SHEFFIELD: Board Members, you have the April  
3 5th minutes before you.

4 Are there any corrections or additions to those  
5 minutes?

6 MR. DeLOACH: I make a motion we approve.

7 MR. WALLACE: Second.

8 MR. SHEFFIELD: We have a motion and second for  
9 approval.

10 Any further discussion?

11 (No response.)

12 MR. SHEFFIELD: Hearing none, all those in favor  
13 signify by saying aye.

14 BOARD MEMBERS: Aye.

15 MR. SHEFFIELD: Opposed, like sign.

16 (No response.)

17 MR. SHEFFIELD: Any member wishing to appeal any  
18 decision made by the Planning Board with respect to any  
19 matter considered at such meeting will need a record of  
20 the proceedings, which includes the testimony and  
21 evidence upon which the appeal is to be based, at the  
22 expense of the Appellant.

23 Board Members, if you've had any ex-parte  
24 communications, please state so as each case is called.

25 Mr. Crowe, Case Number 16-16.

1           And for those folks in the audience, we do have a  
2 Board Member that is sitting in the audience, Mr.  
3 Pickens. So he will be a voting member, also.

4           MR. CROWE: Mr. Chairman, Members of the Board,  
5 the presentation is a conditional use for multi-family  
6 units -- and my apologies to the Members of the  
7 Audience and the Board, we had to bring in extra  
8 seating. It's really not the --

9           MR. SHEFFIELD: Excuse me. Watch that -- Mr.  
10 Pickens?

11           MR. PICKENS: May I just have the floor for a  
12 second before he gets -- before you get started? Would  
13 that be all right?

14           Have you already been through the has anybody had  
15 any ex-parte communications?

16           MR. SHEFFIELD: No, not in this case. You have --

17           MR. PICKENS: May I?

18           MR. SHEFFIELD: Well, you're talking about  
19 ex-parte communications?

20           MR. PICKENS: Well, and also I have the need to  
21 recuse myself from this particular case, and I want to  
22 state for the record why.

23           MR. SHEFFIELD: Please.

24           MR. PICKENS: So first, in answer to the question  
25 I know you will ask, yes, I've had ex-parte

1           communications with a number of folks, including Mr.  
2           Diamond, and several folks that are -- that are also in  
3           the audience -- some in support of the project, and  
4           some in opposition to it.

5                       Now, having said that -- and I have consulted with  
6           both Mr. Holmes and with General Counsel for the  
7           College, both internal counsel and external counsel,  
8           Lynn Wiles. (phonetic)

9                       Mr. Holmes and the others have made me aware, and  
10          I -- as having been School Board Attorney -- that while  
11          neither I nor the College will benefit financially, or  
12          any family member of mine from the decision that the  
13          Board makes in this particular case -- and even though  
14          the College has no direct official or unofficial  
15          relationship with Mr. Diamond on this particular  
16          project, there is certainly the perception that to the  
17          extent that dormitories and student housing are going  
18          to be discussed as part of the presentation, and  
19          perhaps considered by this Board -- and I am the  
20          President of the only institution that has students  
21          that would need dormitories or student housing, that --  
22          and this is one of the most important decisions that  
23          y'all are going to make, and the City Commission is  
24          going to make for the future of Palatka, which makes it  
25          frankly difficult to do this -- especially in front of,

1           you know, friends and community members.

2                     But this process has to be perceived by the public  
3           as transparent and totally objective. And I don't  
4           believe that the College President sitting on a Board  
5           that will be making a decision as to whether or not  
6           dormitories -- potentially for college students -- my  
7           college students -- would give the appearance of  
8           transparency or total objectivity.

9                     I think my participation would taint whatever  
10          decision this Board makes.

11                    I think my participation may or may not make the  
12          decision that this Board makes -- depending on what it  
13          is -- appealed by one side or the other. And I don't  
14          choose to put this Board or Staff or the City  
15          Commission in that position.

16                    And so for those reasons I think it is in the best  
17          interests of the College, and the perception of the  
18          College that the College remain neutral in this  
19          decision -- including meaning the lack of participation  
20          of the President, who is otherwise a member of this  
21          Board.

22                    MR. SHEFFIELD: Thank you, Mr. Pickens.

23                    So Mr. Pickens will stand recused from this  
24          process.

25                    All right. Mr. Crowe?

1 MR. CROWE: Thank you, Mr. Chairman.

2 We have a presentation, a map, showing the  
3 physical location of the proposed Riverfront Square.  
4 North Second Street -- fronting North Second Street,  
5 and including Reid Street and St. Johns Avenue.

6 These are a historic group of buildings, although  
7 they are not historically designated, either on the  
8 national or local registers for (indiscernible).

9 For quite some time they were owned by the City,  
10 and in 2014 sold to private interests.

11 Pardon my abbreviations, but multi-family in  
12 downtown riverfront building is allowed by right;  
13 however, we've drawn a particular property for the  
14 building. When you exceed -- when you exceed two  
15 units, you do have to get conditional use permission  
16 from the Board, which is why we're here.

17 Each building parcel has more than -- three or  
18 more units. There are 19 total proposed units -- 16 on  
19 the upper floors, and three on the first floor.

20 This is an overall mixed-use project. It does  
21 include ground floor retail, and (indiscernible)  
22 renovations that have been occurring as of late.

23 And this zoning approval is required for the  
24 Applicant, in essence, to achieve the plan that he  
25 wants to achieve, in terms of the number of residential

1 units requested.

2 This is a recent picture of the Moragne Building  
3 on St. Johns Avenue and North Second Street.

4 As you can see, it has been brought back to a lot  
5 of its original brick work and historical integrity.

6 This is 100 Block from North Second Street.  
7 Again, under construction.

8 And this is a view of the buildings from the rear  
9 from Reid Street.

10 Your packet also contains renderings, elevations  
11 of the properties, and I know it's mislabeled in your  
12 packet, but this is actually the west elevation from  
13 North Second Street, looking to where the buildings are  
14 renovated.

15 There is the Moragne Building on the right, and  
16 the other two buildings.

17 Lower left is the south elevation, which is from  
18 St. Johns Avenue. And then the north elevation was  
19 from looking from Reid Street.

20 This is the riverfront side, potentially. The  
21 east elevation, you can see the intents to adopt these  
22 on the upper floor of these buildings.

23 Now, before I go into the criteria, I want to  
24 emphasize the main points of the Staff Reports, and  
25 it's -- we have to stay very close to criteria per

1           capitation of the criteria, which we try to do.

2           There has been some discussion about student  
3           housing, which at Staff -- first of all, it's -- to be  
4           honest with you, ultimately the zoning code does not  
5           recognize student housing as a separate form of  
6           multi-family housing. It is -- whether it's student  
7           housing, regular housing -- if it's a multi-family  
8           unit, it's a multi-family unit.

9           So essentially the Code is blind to student  
10          housing.

11          So whether students live there, or non-students  
12          live there, really it's just multi-family housing.

13          The definition of multi-family housing really  
14          comes down to a unit that has a full kitchen, and  
15          sleeping accommodations -- essentially bathrooms.  
16          Whether people share bedrooms is not a zoning issue.

17          So starting with the criteria -- the first  
18          criterion is compliance with Comprehensive Plan. There  
19          are a number of policies that we brought forth in your  
20          Staff Report that are essentially (indiscernible) and  
21          mixed-use development downtown. It does not conflict  
22          with the Comp Plan, in that it is an allowable use.  
23          And as I said (indiscernible).

24          However, once it does exceed a certain threshold  
25          (indiscernible) it does require a higher level of

1 review of the conditional use process.

2 Groundbreaking, Criteria Two and Three deals with  
3 ingress and egress/parking.

4 Ingress and egress doesn't seem to be an issue,  
5 because it's a downtown development that essentially  
6 parks on the street, as opposed to more of a suburban  
7 project with driveways, and entities, and whatnot. So  
8 we really just looked at parking, essentially.

9 In the downtown the uses are exempt from parking  
10 requirements, except for residential.

11 Residential must provide parking with the --  
12 instead of the first three units of the project  
13 receiving credit.

14 So the Code requires in this case 32 spaces, which  
15 is two parking spaces per each unit. I may have gotten  
16 that wrong. If we have 19 uses, that's -- I'm sorry.  
17 That's right, because the first three are exempted. So  
18 if you take off that, it's 38 -- 32 spaces required.  
19 The parking lot has 35 spaces in the rear. So by  
20 Code, at least, the parking is sufficient  
21 (indiscernible)

22 And also I think in your packet you have some  
23 information and approximations of local public parking.  
24 Within a two block area there is over 200 on-street and  
25 other public parking available.

1           These are the site plans submitted by the  
2 Applicant.

3           You can see the buildings are on the left, and the  
4 lefthand street is second street.

5           The parking lot is shown here.

6           The River Center is where the date stamp is,  
7 essentially, in the lower right. And the parking lot  
8 you can see there is a (indiscernible) location in the  
9 southwest portion of that parking lot.

10           This doesn't read very well, but essentially this  
11 is a floorplan, and you can see the multiple parts are  
12 -- they're all two bedroom and kitchen accommodations.  
13 There's a central hallways with the entrances opening  
14 up into the apartments.

15           What you see in the lower part is the second floor  
16 on top, and then one unit third floorplan. Did not  
17 include the first floor floorplan, but you have it in  
18 your packet. It's very similar to that.

19           But in Criterion Number Four, refuse  
20 (indiscernible) location. Rule required that it be  
21 screened from public view.

22           (indiscernible) Criterion, Five, everyone gets  
23 this one. There are utilities available.

24           Criterion Number Seven, screening and buffering.  
25 Essentially, downtown is exempt from the landscape

1 code, so it's -- this criterion is not relevant.

2 Evaluation Criterion, Number Eight, signs. No  
3 signs are proposed at this time. Any future signs  
4 would have to conform with the Code.

5 Number Nine is open space, required yards. Again,  
6 downtown is exempt from the open space requirements.  
7 And the riverfront park does provide ample  
8 (indiscernible) space, just one block away.

9 And before I go into the -- a list of the  
10 recommended approval conditions, I've --  
11 (indiscernible) powerpoint -- the powerpoint  
12 presentation. But there is a compatibility criterion  
13 -- criterion in the conditional use, generally, which  
14 just requires that you can be compatible with the  
15 surrounding area, and that the impact on the public  
16 interest, welfare, safety, health, welfare be -- be  
17 evaluated.

18 Our analysis indicated that multi-family, whether  
19 it's -- the Code does not distinguish between, for  
20 example, rental housing, owner housing, condos, it's  
21 all multi-family.

22 In essence, we will (indiscernible) Comprehensive  
23 Plan, the downtown zoning overlay encourages  
24 residential. It doesn't really distinguish between  
25 types of residential.

1           We believe the residential will bring vitality and  
2 life into the downtown, and provide some more  
3 activities, and will benefit the businesses, and the  
4 general wellbeing of downtown.

5           Now, the Board may have different findings, and  
6 it's really up to you to come to your own terms, on  
7 whether this is a compatible development.

8           If you did decide that there were some  
9 compatibility issues that might have something to do  
10 with possibly the units being too small, or there being  
11 too many of them, or there possibly being a parking  
12 problem that would, I guess, hurt potentially the  
13 businesses in the area, these are findings that can be  
14 made, but they have to be findings if you decide to go  
15 in that direction.

16           However, Staff does approve the project --  
17 recommend approval of the project, based on the  
18 conditions that we've shown here. And I'll just read  
19 through them very quickly.

20           Of course, conforming with the site plan. We have  
21 the elevations submitted.

22           And we do recommend that minor changes be allowed  
23 in the future, to be approved by Staff, to provide some  
24 flexibility, with major changes requiring to come back  
25 to you.

1 Major changes in this case would be increases or  
2 decreases in unit square foot of exceeding ten percent.

3 It would be the removal of kitchens and bathrooms,  
4 which would essentially change the character of the  
5 development to a rooming house or boarding house.  
6 Changes in the appearance of windows, doors, and  
7 exterior material (indiscernible)

8 First floor residential uses are prohibited.

9 The Applicant and I are not in agreement on this,  
10 of course, and they're certainly free to make their  
11 case over this. But just to clarify this, downtown  
12 overlay zone has two zones, essentially, one being  
13 what's called the periphery, which is buildings  
14 fronting on St. Johns Avenue, and the other being --  
15 I'm sorry -- the Core, which is the buildings fronting  
16 on St. Johns Avenue, and then the periphery, which is  
17 everything else -- Oak Street, Laurel Street, Main  
18 Street.

19 Essentially what the overlay says is that on St.  
20 Johns Avenue first floor residential uses are outright  
21 prohibited. However, we believe in this case -- this  
22 is really no different than St. Johns Avenue, and that  
23 the development pattern is historic downtown buildings  
24 fronting on the street. It's important to promote the  
25 kind of vitality, storefront, commercial use of that

1 first floor, and we would like to see this prohibition  
2 apply to these buildings, as well, on Reid Street and  
3 Second Street -- particularly, they are still visible  
4 and accessible, and they are such an important gateway  
5 to our town, and we don't think residential use on the  
6 first is appropriate in that case.

7 Also, Number Five, (indiscernible) to  
8 owner-occupied condominium units. So that was a minor  
9 change.

10 Number Six, balconies must be kept free of visual  
11 clutter, including the usual, towels, grills and other  
12 items, with the exception being, basically, patio  
13 furniture.

14 Number Seven, we recommend upper floor windows  
15 either -- for the entire development, for each building  
16 to have sort of a unified window covering plan --  
17 blinds or curtains, only. No towels, no -- hanging up  
18 in the window.

19 And I think this will -- again, since it's such a  
20 very visible gateway to the City, well seen from the  
21 bridge as you approach the City, we believe that the  
22 windows are an attractive part of the historic  
23 building, and we want to make sure they're maintained  
24 in an attractive and orderly look.

25 Number Eight, building grounds be kept neat and

1           orderly, with items stored outside. They must be  
2           secured in areas that are screened from public view.  
3           We know that there is a potential for, I guess,  
4           (indiscernible) and other type things that have given  
5           (indiscernible) on the riverfront, and we just want to  
6           make sure that these (indiscernible) applicable storage  
7           in this case.

8                     And finally, the catch all, which is all other  
9           standards of the Code must be met, including life,  
10          safety, building, and other requirements that may come  
11          up.

12                    I'm happy to answer any questions, if you have  
13          any.

14                    MR. SHEFFIELD: Thank you, Mr. Crowe.

15                    I do need one clarification from Mr. Holmes, I  
16          believe.

17                    The sales agreement between the permit and the  
18          City calls for retail -- I think the word is  
19          first-floor commercial retail.

20                    Could you address that, Mr. Holmes?

21                    MR. HOLMES: Address it in --

22                    MR. SHEFFIELD: Address the Board's authority.  
23          What is the --

24                    MR. HOLMES: I think that the sales contract is  
25          not a proper subject of essentially your findings. I

1 think that this is a zoning matter, (indiscernible)  
2 matter, and that it has to be governed by the criteria  
3 that our Code describes, and that doesn't include a  
4 private contract between the City and the Developer.

5 Although, it's -- as of right now -- the City's  
6 intent to enforce that contract. But I think that's  
7 for a different discussion and a different day, because  
8 of the factors that I've described.

9 Conditional uses are to be considered based upon a  
10 set of defined criteria, although those criteria,  
11 obviously, have leeway for interpretation. The factors  
12 are a little bit broader and more subjective in some  
13 cases than they are objective.

14 So I'm not trying to limit your ability to make  
15 decisions or findings based upon any of those factors.  
16 That is your purview. I'm just saying that one of  
17 those factors would not include a contractual agreement  
18 between the City and the developer. So I think that's  
19 probably not a proper topic for today's discussion.

20 MR. SHEFFIELD: Okay. Thank you, Mr. Holmes.

21 So Board Members, our issue before us today is a  
22 zoning question, not a contractual question.

23 Board Members, do you have any questions?

24 MRS. WILLIAMS: I've got a question.

25 Can we go back to Figure 10 on the second and

1 third floor plan.

2 I couldn't tell by looking at this how many  
3 rooms -- I mean what is considered a unit on those?  
4 What's -- what's a unit? I can see like stairs coming  
5 up. But what's a unit?

6 MR. CROWE: And I'll just use the -- on this  
7 diagram the upper left apartment as an example.

8 MRS. WILLIAMS: Okay.

9 MR. CROWE: You can see there's a central hall  
10 there, and you can see from that central hall -- it's a  
11 little bit hard to see -- there's a doorway on each  
12 side.

13 MRS. WILLIAMS: Okay.

14 MR. CROWE: If you can see there.

15 Each of those is essentially an apartment unit,  
16 with two bedrooms. In this case the two bedrooms are  
17 along the left-hand side, and the kitchen, shared  
18 living space, is on the right-hand side.

19 You have to do the kitchen -- it requires a little  
20 place of --

21 MRS. WILLIAMS: Okay.

22 MR. CROWE: (indiscernible) But we did ascertain  
23 that they are all two bedroom units. They all have a  
24 full kitchen, two bedrooms, and each of those two  
25 bedrooms have a bathroom adjacent to it.

1 MRS. WILLIAMS: So you're coming up with 16 -- or  
2 19 units, but you're going to go back to like 16?

3 MR. CROWE: We're recommending -- and I need to go  
4 over that very carefully. I'm glad you brought that  
5 up. We are recommending the three first floor units,  
6 which takes it down to 16, however, we're providing --  
7 recommending the building -- recommend up to 18, two  
8 additional units on the upper floors is re-configured  
9 space we're allowing for 18, essentially.

10 So it would really only be off the one unit of the  
11 19.

12 MR. SHEFFIELD: Mr. Crowe, your parking analysis,  
13 that was considered at 19 units, is what you based your  
14 parking analysis on?

15 MR. CROWE: Correct.

16 MR. SHEFFIELD: Okay.

17 Board Members, do you have --

18 MR. PETRUCCI: Yeah, I have a question about the  
19 parking.

20 The parking behind the building that you're -- and  
21 I don't know -- is this -- I was under the impression  
22 that was all public parking. Is there a portion of  
23 that parking, was that included in the sale of the  
24 buildings?

25 MR. CROWE: That is correct.

1           I mean if you can see the graphic that's on the  
2 first page of your (indiscernible) -- and also it's on  
3 the screen, you see the (indiscernible) outline  
4 outlining the portion of the parking lot that the  
5 Applicant owns.

6           But when that property was -- was purchased by the  
7 Applicant, essentially it split that parking lot in  
8 half, and made them -- he now has the western half of  
9 that parking lot, essentially.

10          MR. PETRUCCI: Okay.

11          MR. CROWE: Thirty-five parking spaces.

12          MR. SHEFFIELD: Okay. All right.

13                 At this time I will open the meeting to the  
14 public.

15                 I see the Developer here.

16                 Would you like to address the Board?

17          MR. WOODWARD: Thank you, Mr. Chairman, Board  
18 Members.

19                 Michael Woodward, 501 Atlantic Avenue,  
20 Interlachen, appearing on behalf of Riverfront  
21 Development Group.

22                 What I'd like to do is mention a few of the  
23 relevant provisions of the Comprehensive Plan, the  
24 ordinance, just little snip-its, to give it some  
25 context, and then I would like to address with some

1 particular points from Mr. Crowe's Staff Report.

2 And at the end of that I will make a respectful  
3 suggestion as to one of the proposed conditions that  
4 Mr. Crowe has brought to you.

5 And then, of course, I'll stand here and let you  
6 ask me all the questions you want.

7 The Comprehensive Plan envisions an awful lot of  
8 residential in commercial future land use.

9 From the future land use on the Comprehensive  
10 Plan, describing commercial future land use it says  
11 residential uses are allowed within downtown zoning  
12 districts at an overall density of 20 units per acre.

13 That's a lot of residential.

14 The vision that the City has for its future is a  
15 lot of people living in amongst the commercial.

16 The theory, I believe, is that the best way to  
17 bring people into our commercial areas, to our  
18 businesses, is to have the people already living there.

19 So when we are talking about the modest proposal  
20 that is coming before you today to add a few additional  
21 residential units is something that is actually not  
22 merely consistent with, but is actually promoting the  
23 objection and vision of the Comprehensive Plan.

24 From the Zoning Code, Section 94-161, Downtown  
25 Riverfront Zoning Districts, permitted principal uses

1 include specifically residential uses, subject to  
2 development standards of this section.

3 When we flip over to the development standards for  
4 residential uses it says residential uses shall be  
5 above the first floor or buildings fronting on St.  
6 Johns Avenue.

7 This was a conscious, legislative decision by the  
8 City Commission to make this as a regulatory matter  
9 applicable to only those buildings that front on St.  
10 Johns Avenue.

11 Had the City Commission wished to adopt an  
12 ordinance in which residential units had to be above  
13 the first floor everywhere in that district, or  
14 anywhere except on St. Johns Avenue, they could have  
15 done so. But they did not.

16 There was an obvious legislative intent that that  
17 prohibition on first floor residential units be only  
18 for those buildings fronting St. Johns Avenue.

19 The maximum density listed under the development  
20 standards, again, 20 units per acre, as calculated for  
21 the entire DB and DR zoning districts.

22 It's calculated not on a per building basis, or a  
23 per lot basis, or a per owner basis, but rather on the  
24 overall size of the district.

25 And if you multiply that out at 20 units per acre

1 of residential density we're talking about the City  
2 envisioning thousands of residential units in these  
3 commercial districts.

4 What we are proposing today is indeed a very  
5 modest proposal, but one that tends in the direction of  
6 what the City has expressed as its intent through its  
7 regulations.

8 And now we come to conditional uses.

9 Conditional uses include residential dwellings  
10 consisting of three or more units located above the  
11 first floor of a commercial use.

12 So that's why we're here today for a conditional  
13 use.

14 Residential uses, as such, are an allowed,  
15 expected use, one to be promoted and encouraged in this  
16 area. But if three or more are located above the first  
17 floor of a commercial use, then we need a conditional  
18 use.

19 We don't really know what's going to happen on the  
20 northern most building in the line, because we won't  
21 know until we take that up with the City Commission  
22 later this month.

23 MR. SHEFFIELD: It's got to be on the building on  
24 Reid Street.

25 MR. WOODWARD: Yeah, right. The one on the corner

1 of North Second and Reid Street.

2 So we don't even know if it's -- whether it's  
3 going to have a commercial use on the bottom or not.  
4 But we're here, anyway, as part of the package to ask  
5 for conditional use that includes that building, as  
6 well.

7 Okay. A few notes from the Staff Report.

8 The Staff Report does mention the agreement  
9 between the City and my Client. The sales agreement  
10 does not, in its main text, have any prohibition  
11 against putting residential on the ground floor, but it  
12 does say that the plans -- to follow those back to the  
13 agreement -- and on those plans it does show the ground  
14 floor being used for commercial, and the upper floors  
15 being used for residential.

16 So that is why we will be going before the City  
17 Commission, to see if they would (indiscernible) to let  
18 us, in that one building, the one up on the corner, the  
19 furthest away from St. Johns Avenue, if in that one  
20 building they would let us put residential downstairs.

21 In an ideal world Mr. Crowe and you and my Client  
22 and I would rather have commercial, except that just  
23 declaring it commercial doesn't fill it with a  
24 commercial enterprise.

25 It does no one any good to have additional empty

1 commercial space when we could bring more vitality to  
2 downtown to revitalize it by bringing in more people  
3 first.

4 Right now there is something like a 33 percent  
5 vacancy rate in the buildings downtown for commercial  
6 uses.

7 So we can't assume that just by saying we're going  
8 to have commercial in all the lower floors that they're  
9 going to be other than empty buildings.

10 If we have determined that there is a better  
11 chance of getting some people in there first, the hope  
12 is that that will be an incentive for the commercial  
13 enterprises to move in afterwards.

14 It is kind of a chicken and egg thing, but  
15 sometimes you have to adjust the mix -- for those of  
16 you who remember carburetors.

17 In the Staff Report it says not only that the  
18 Comprehensive Plan objectives and policies listed --  
19 doesn't just say that the Conditional Use we're  
20 requesting is consistent with them, but they actually  
21 support it. And that's on Page Six of the Staff Report  
22 under compliance with all applicable elements of the  
23 Comprehensive Plan.

24 There is another matter on the top of the next  
25 page, on the top of Page Seven, that I really think we

1 need to make the effort to bring some clarity to.

2 It says -- beginning at the top of Page Seven of  
3 the Staff Report -- and the Report's been revised  
4 recently -- we're --

5 MR. SHEFFIELD: Same one that you had a few days  
6 ago.

7 MR. WOODWARD: Okay. Top of Page Seven.

8 Staff initially and preliminarily determined that  
9 the residential units would be classified as student  
10 housing. However, the Zoning Code only references this  
11 type of use as an ancillary use of the principal use of  
12 a college in the PBG-1 zoning district, not as a  
13 separate and distinct use. In terms of Zoning Code  
14 definitions, the proposed use meets the definition of a  
15 multiple-family dwelling unit, with each unit  
16 constituting a separate, independent housekeeping  
17 establishment.

18 I want to make this really clear going forward --  
19 we're not talking about dormitories. These are not  
20 dormitories. They're not student housing. They are  
21 residential suites. They are two bedroom apartments.

22 They may be rented to students. They may be  
23 rented to people who are not students. But, again,  
24 they're not dormitories. They have their own kitchens,  
25 they're independent units.

1           Some may be rented by, say, professionals who are  
2           on an extended assignment in Palatka, say with the  
3           Water Management District, or GP, or some other entity,  
4           but they don't want to give up their primary home, they  
5           want someplace -- you know, who knows who's going to  
6           rent them.

7           But I'll tell you what, I -- I attended St. Johns  
8           River Community College, graduated from it back when it  
9           was still called the Community College, and if you got  
10          Flo-Art students to rent these buildings, and you had  
11          some art students living downtown, I just can't think  
12          of a better way to revitalize downtown.

13          I remember Flo-Arts students as being such -- such  
14          great, bright, talented people. And of course that was  
15          a few decades ago. But all the ones I've run into  
16          since then, I was glad to see that hadn't changed.

17          I totally agree with the comment in the middle of  
18          Page Eight, in the middle of the paragraph under  
19          general compatibility with adjacent properties and  
20          other property in the district.

21          Staff believes it is important to increase the  
22          mixed-use nature of downtown through more housing,  
23          which will bring more life and vitality to downtown.  
24          More people living downtown equates to more shoppers  
25          and activities.

1           A little bit about the numbers.

2           The units already allowed, by right, would be  
3 eight. The ones being requested in addition to that  
4 are 11. And that's where the total of 19 comes in.

5           So we're not asking for 19 units that we don't  
6 already have, we're just asking for 11, which wouldn't  
7 be able (indiscernible), anyway.

8           I need to address the final paragraph on Page  
9 Eight.

10           The final area of concern in terms of  
11 compatibility is the Applicant's proposal to utilize  
12 the first floor of 117-119 North Second Street, which  
13 is the building fronting on Reid Street.

14           Aside from being prohibited in the Purchase and  
15 Sales Agreement, Staff does not support this, as  
16 historic downtown first floors are more appropriately  
17 occupied by commercial uses, which promotes pedestrian  
18 flow and interest.

19           While the prohibition of first floor residential  
20 uses is applicable to buildings fronting on St. Johns  
21 Avenue, Staff recommends that it should also apply to  
22 similar mixed-use areas, such as the 100 block of North  
23 Second Street.

24           I always appreciate the thoroughness with which  
25 Mr. Crowe goes into issues in his Staff Reports, and I

1 -- I have learned a lot from him.

2 I remember his -- I remember in one of his reports  
3 I learned the difference between (indiscernible) and --  
4 well, anyway -- but if you read carefully what's being  
5 said here, it's a recognition of the fact that the City  
6 Commission, as a regulatory legislative act, decided to  
7 have that prohibition against first floor residential  
8 apply only along St. Johns Avenue.

9 Mr. Crowe disagrees with that in his professional  
10 opinion, which he's entitled to. But he's asking you,  
11 in effect, to put on a prohibition that the City  
12 Commission did not see fit, legislatively, to put  
13 there.

14 The -- whether the -- I don't know -- proprietary  
15 contractual basis the City wants to enforce that, in  
16 terms of the contract -- that is, of course, as -- as  
17 Mr. Holmes pointed out, not something for you to  
18 concern yourself with, that's something for the City  
19 Commission.

20 So what I would respectfully suggest is that as we  
21 are -- as we are prepared to accept and follow all of  
22 the conditions other than the condition prohibiting  
23 first floor residential in that one building where we  
24 want to put it, that you not include that condition --  
25 not take that decision away from the City Commission.

1           We're going to be talking to the City Commission  
2 about that later this month. And perhaps you would be  
3 more comfortable letting them make that call.

4           And now I will take any questions.

5           MR. PETRUCCI: Mr. Woodward, I -- you've just  
6 answered this question, but I would like to reiterate  
7 it.

8           The conditions that Staff has placed on the  
9 approval, with the exception of the first floor, you  
10 have no concerns -- your Developer has no concern with  
11 any of these -- of the conditions?

12           MR. WOODWARD: That is correct, sir. At least not  
13 (indiscernible) Yes, we're good.

14           MR. SHEFFIELD: Are there any questions of Mr.  
15 Woodward?

16           MR. HARWELL: I would like to ask -- because I've  
17 been following this project from the beginning, and it  
18 -- I know this is really -- really more for my own  
19 edification, I guess -- but there have been -- along  
20 the St. Johns there have been -- there are some other  
21 buildings where people are building units similar to  
22 this on the second floor of some of these other  
23 buildings.

24           When it was originally proposed, the units that  
25 were proposed originally were somewhat unique, in that

1 they were more upscale. Now it sounds like you're  
2 lowering the standard, by making it more -- these  
3 smaller units, and things like that.

4 How do you -- I mean are you -- what makes you  
5 think you're going to have a better shot at renting  
6 those ones as opposed to the other ones?

7 MR. WOODWARD: Okay. Well, a certain amount of  
8 reality check, to save a little time.

9 The market for the super high end condominiums in  
10 Palatka isn't there.

11 But, on the other hand, please -- please  
12 understand, these are not low rent apartments. The  
13 average rental for these apartments is contemplated to  
14 be -- we have a price list somewhere -- the average is  
15 contemplated to be about \$2,200.00 a month.

16 So this -- this -- my Client is not a slum lord.

17 Relative to -- relative to the housing market in  
18 Palatka, these will be upscale -- just not as upscale  
19 as we had hoped for in the beginning.

20 MR. SHEFFIELD: Okay. What -- go ahead.

21 MR. KILLEBREW: I had a question.

22 MR. SHEFFIELD: You go first.

23 MR. KILLEBREW: What is the reasoning behind --  
24 why are we pushing to have 119-117 maybe residential  
25 instead of commercial?

1 MR. WOODWARD: On the bottom floor, you mean?

2 MR. KILLEBREW: Yes, sir.

3 MR. WOODWARD: Because we can put four units in  
4 there, residential units, and we need the residential  
5 units to be able to make the property work, for it to  
6 bring enough money in to sustain it -- you know, make  
7 it a reasonable investment from our (indiscernible)

8 MR. SHEFFIELD: Three or -- did you say three or  
9 four?

10 MR. WOODWARD: Four.

11 MR. SHEFFIELD: Oh, there's four units?

12 MR. WOODWARD: We're planning four units on the  
13 ground floor of that building.

14 And of course, for the benefit of the City's  
15 objectives, bringing more people in rather than letting  
16 commercial space sit empty is the better bet for  
17 revitalizing downtown.

18 And since we have so much empty commercial space  
19 already, it just didn't make sense to do anything other  
20 than remix the balance more toward the residential.

21 MR. KILLEBREW: It would seem to me that the  
22 commercial aspect of being on that corner, the busiest  
23 intersection in Putnam County, would bring more  
24 businesses to that commercial venue there.

25 I mean that's the most visual -- because you said

1           it yourself, coming over the bridge, going the other  
2           way -- how many thousands of cars come through there a  
3           day?

4           MR. WOODWARD: Well, I -- to that I would say that  
5           we wouldn't want to rule out the possibility of in the  
6           future converting it to commercial when the market  
7           would sustain that.

8           I think that particular building -- and I may have  
9           to ask Corky to correct me -- that particular building  
10          doesn't really have much of a face on Reid Street.

11          MR. SHEFFIELD: (indiscernible) Mr. Diamond, you  
12          would need to address that.

13          MR. WOODWARD: I will step aside.

14          MR. SHEFFIELD: State your name and address,  
15          please.

16          MR. DIAMOND: Corky Diamond, 124 St. Johns Avenue.  
17          Thank you for the additional opportunity to say hello.

18          Mr. Killebrew, with regard to your question, we've  
19          owned it since -- almost two years now. Just about two  
20          years to the day.

21          (indiscernible)

22          MR. DIAMOND: To date on the first floor we have  
23          had literally no success renting commercial.

24          When I say that, I mean I'm completely

25          (indiscernible) and I've been turned down by a number

1 of large national companies and small. Now, we're  
2 working diligently on that.

3 We did conduct a study on the downtown, if any of  
4 you would like to see it, which gives you every block  
5 -- 100 to the 1100, and vacancy is at 33 percent.

6 And so the reason is -- we'd really love to. I  
7 mean that place is wonderful, great view -- doesn't  
8 have a great side right now, but it will as we continue  
9 re-vitalizing the building. But right now the market's  
10 not there.

11 So what we're asking for is some leniency with  
12 regard to what is approved. What we're asking for is  
13 actually allowed per the ordinance. You know? So  
14 we're not asking to do anything other than to stick  
15 with the ordinance, keep the residential down on the  
16 first floor -- and eventually, as the downtown  
17 re-vitalizes, we're hoping to convert that to  
18 commercial. Because we want this to be a destination  
19 -- you know, come down to the riverfront square and  
20 have family fun.

21 Right now there's no market for it, folks.

22 And to your issue, with regard to high end, you  
23 know, we've worked 18 months trying to sell those  
24 units, and we just couldn't get the (indiscernible).  
25 So even pricing this here, as well, we even start at

1           2,000 per month, and we go up to 2,600.

2                   And I think that's in the higher end here in  
3 Putnam County and Palatka.

4                   So for right now -- as to what Mr. Woodward just  
5 stated -- eventually when we can convert it to  
6 commercial, we would like to.

7                   So that's the rationale.

8                   MRS. WILLIAMS: Do you mind if I ask --  
9 (indiscernible) was here, but I still have questions,  
10 and I have to get them straight in my head.

11                  MR. DIAMOND: Yes, ma'am.

12                  MRS. WILLIAMS: Let's go back to the units. Okay?

13                   So when I'm looking -- there's two units, and  
14 there's four on the one floor. Right?

15                  MR. DIAMOND: You know, if you'd put that up once  
16 again --

17                  MRS. WILLIAMS: Go back.

18                  MR. SHEFFIELD: It's right there.

19                  MRS. WILLIAMS: I mean who is sharing a kitchen?  
20 You've got --

21                  MR. DIAMOND: Yep. I'm glad you asked that. I  
22 wanted to -- so you're starting up here. The way we  
23 envision it, you walk into the living area, and there's  
24 a kitchen here, and a bedroom, private bath, bedroom,  
25 private bath.

1           So this unit is one -- this is what we call  
2           (indiscernible) I mean it's -- we invite everybody up,  
3           because everybody hasn't had -- including the Mayor and  
4           the Police Chief -- I think they're already taken back  
5           by how well it's being (indiscernible), and how well  
6           the building feels to them.

7           If anybody would like to come down and take a  
8           look, we invite you down.

9           Secondly, the second unit, when you walk in,  
10          you've got a vestibule, kitchen area here, maintain one  
11          bedroom/bathroom. So that's the second unit. So  
12          that's (indiscernible)

13          Third unit, you walk in -- and this room is --  
14          this is a large unit -- walk in, kitchen is there,  
15          grandiose living area, bedroom, bedroom, private bath.

16          Now, this floorplan -- this is the third floor,  
17          and this is, again, the three story building.

18          This one here is a duplication of this. So these  
19          units -- this is one unit, and this would be another  
20          unit.

21          And by way of conditional use, we really don't  
22          need to get approval from the Board on this unit,  
23          because we only have two in this building. So -- this  
24          is called the Snow Building, by the way, so this really  
25          should be taken off the table, because this is vested.

1           The other unit we have a common area, so our  
2 residents can share some tables, and perhaps pool  
3 tables, ping pong, foosball -- great for a reading  
4 area.

5           And we have three units here, with one -- actually  
6 one balcony.

7           So if these -- this unit here -- I'm going to take  
8 you here first -- you walk into the livingroom --  
9 again, same concept -- kitchen, big living area --  
10 bedroom, bedroom, private baths.

11           Because we don't have balconies, and they don't  
12 have the (indiscernible) to the river, we've made a  
13 hallway so the people on this side of the buildings  
14 will all have access to see the river.

15           These balconies are the tied together. And I  
16 think you've seen the balconies.

17           Walking along here, this is another -- a kitchen,  
18 bedroom, private bath, bedroom.

19           You walk in here, the kitchen, bedroom, bedroom.

20           And these four, walk-in, kitchen, livingroom,  
21 bedroom, bedroom. Walk in, livingroom, bedroom,  
22 bedroom, private baths in all of them.

23           MRS. WILLIAMS: So everybody's got their own  
24 kitchen?

25           MR. DIAMOND: Everybody's got their own kitchen.

1           Everybody has their own livingroom.

2           MRS. WILLIAMS:   Okay.

3           MR. DIAMOND:   Everybody has their own private  
4           baths.

5           MR. HOLMES:   Well, just clarification -- every  
6           unit has its own kitchen.  There is two bedrooms in  
7           each unit; right?

8           MR. DIAMOND:   (indiscernible) common area, living  
9           area, with a kitchen.  And then bedroom,  
10          (indiscernible), and a private bath.

11          And they're all laid out just like that, yeah.

12          MR. WOODWARD:  Right, they're self-contained two  
13          bedroom apartments, each with its own kitchen.

14          MR. DIAMOND:   (indiscernible) if you came down and  
15          took a look, and you'd see what we're building.

16          MR. PETRUCCI:  I just -- I need to clarify the  
17          numbers.

18          It's four on the first floor, and Mr. Crowe, you  
19          had three that --

20          MR. DIAMOND:   Well, I think we --- we don't have  
21          the first floor plan available.  I'm not sure why.  
22          There's not a first floor plan at all.

23          MR. PETRUCCI:  Are you not going to have that on  
24          the board there, Mr. Crowe?

25          MR. CROWE:   It is not in the (indiscernible) --

1           MR. DIAMOND: Yeah; and I think there was some  
2 confusion --

3           MR. CROWE: It's part of the Staff Report, it's at  
4 the bottom of the page.

5           MR. DIAMOND: So the map looks like this.

6           MRS. WILLIAMS: Okay.

7           MR. DIAMOND: On the -- well, we don't have the --  
8 where's the second floor.

9           MRS. WILLIAMS: Yeah, second floor.

10          MR. SHEFFIELD: On the second floor.

11          MR. DIAMOND: So we have four residential suites  
12 here. Okay? One, two, three, four. And all we  
13 (indiscernible) is now connected. So we're available  
14 (indiscernible) -- that picture of that -- so four,  
15 three, that's seven, two, nine, and three, so that's  
16 twelve. Okay? Does that make sense? Does anybody --  
17 four, one, two, three, seven, eight, nine, and then  
18 three more, twelve.

19           And if you go up to the penthouse area, you'll see  
20 three more, 'cause there's fifteen that's visible.

21           So now if we took a look at the Staff Report, the  
22 first floorplan there --

23          MRS. WILLIAMS: Yeah?

24          MR. DIAMOND: You see what I mean?

25           So you'll see on that first floorplan we have the

1 identical, residential suites, and then we have a  
2 market place that we're working on that we'll talk  
3 about.

4 There's space down here (indiscernible) and space  
5 down here, three story building.

6 MRS. WILLIAMS: So what's the expectation in one  
7 of these if two bedrooms -- are we talking two people?

8 MR. DIAMOND: Yes. Right.

9 MRS. WILLIAMS: Right.

10 So two people, one in each bedroom?

11 (indiscernible)

12 MR. DIAMOND: On two bedroom -- I wish I had that  
13 (indiscernible)

14 MRS. WILLIAMS: Same unit. Each unit.

15 MR. DIAMOND: So it's two bedrooms.

16 MRS. WILLIAMS: Right.

17 MR. DIAMOND: A livingroom and two bedroom  
18 (indiscernible)

19 MR. WOODWARD: Maybe I can answer that question  
20 more directly.

21 MRS. WILLIAMS: Okay.

22 MR. WOODWARD: The expectation is somebody's going  
23 to be paying \$2,200.00 a month in rent. It could be  
24 one person, it could be a couple, it could be two  
25 people, they could be roommates --

1 MRS. WILLIAMS: Or it could be four?

2 MR. WOODWARD: -- or it could be four.

3 We don't care, as long as they write him a check.

4 MR. KILLEBREW: You'll have a long lease, in other  
5 words, with reasonable --

6 MR. WOODWARD: I don't know if I have the -- I  
7 don't know if the lease protocol has been written up  
8 yet, so I can't answer that question.

9 MR. PETRUCCI: Has the fire department determined  
10 an occupancy capacity?

11 MR. DIAMOND: Yeah, we've gone through the  
12 (indiscernible) and that's been approved. So we have,  
13 yes.

14 MR. HARWELL: On the question of the life  
15 safety --

16 MR. DIAMOND: Yes?

17 MR. HARWELL: -- when it was the condos did that  
18 change the parameters of life safety?

19 MR. DIAMOND: We didn't get that far on the  
20 condos, so we didn't go to the Building Department,  
21 Zoning and Planning, or the fire department at that  
22 time.

23 MR. HARWELL: Do any of these stairways need to be  
24 rated?

25 MR. DIAMOND: Pardon me?

1           MR. HARWELL: Do any of the stairways need to be  
2 rated?

3           MR. DIAMOND: Well, what we can do is sit down and  
4 -- you're talking about fire rated?

5           MR. HARWELL: Yeah. You said it went through the  
6 fire department already?

7           MR. DIAMOND: (indiscernible) stairways upstairs.

8           MR. HARWELL: So everything --

9           MR. DIAMOND: We're sprinkling the whole  
10 building.

11          MR. HARWELL: So none of the -- none of the  
12 stairwells or the vertical circulation has to be a  
13 rated corridor?

14          MR. DIAMOND: Sir, what we're doing is  
15 fire-proofing, and sprinklers throughout. And that's  
16 all in our plan.

17           If you'd like to see it, we can get you a plan,  
18 sir.

19          MR. HARWELL: I'm just -- I was just curious if  
20 the stairs were open, or they had doors going in them.

21           Do you open a door and go down the stairs?

22          MR. DIAMOND: No. I understand what you're  
23 saying, so we -- you open the door from down below, and  
24 you go up, and -- no, you do not open the door.

25          MR. HARWELL: So it's an open stairwell?

1 MR. DIAMOND: Yeah.

2 MR. HARWELL: Okay. And before that, when there  
3 was condos, you didn't go through that procedure?

4 MR. DIAMOND: No.

5 MR. HARWELL: So there was no telling if you had  
6 -- were required to have two means for egress, or one  
7 means, or whatever.

8 You know, I'm not -- I'm not -- I'm not -- well, I  
9 guess I shouldn't say that yet.

10 But my concern is the quality of these things.  
11 And from what I'm seeing on paper here, I can't tell  
12 that. And I don't think the Board can tell that,  
13 either.

14 MRS. WILLIAMS: Huh-uh.

15 MR. HARWELL: You know, I determine that the  
16 quality of the environment is -- dictates the quality  
17 of the person, and the quality of that person dictates  
18 the quality of downtown, et cetera, et cetera.

19 So I'm more concerned with the -- that, and the  
20 exterior of the building, the exterior architecture  
21 than anything else.

22 And I saw some things -- I mean you've done a  
23 great job so far on the exterior of the building, and  
24 getting all the stucco and concrete off. It's --

25 MR. DIAMOND: Thank you.

1           MR. HARWELL: -- really brought the buildings to  
2 life. I love it.

3           MR. DIAMOND: Thank you.

4           MR. HARWELL: But there's some other things I'm  
5 concerned with, and that's the openings, especially on  
6 the St. Johns side.

7           You have a -- I guess we've had some circular  
8 head -- window heads that you've gotten rectangular  
9 windows --

10          MR. CROWE: (indiscernible)

11          MR. HARWELL: Mr. Diamond, we do --

12          (indiscernible)

13          MR. DIAMOND: Okay. Yeah. Sure.

14          So what we had to do is retrofit all those windows  
15 to be code. And that 20 inch window you see up top,  
16 we're going to have a -- similar to what we have in the  
17 Winegar Building, a louvered grate, which is in keeping  
18 with the building.

19          So that one 20 inch window, right now we're  
20 manufacturing custom made louvers to go over that. So  
21 it will be a fantastic look, just like the ones we --  
22 the last -- it's going to mirror that.

23          And that was the solution, because the new codes,  
24 tempered glass on the bottom, the height of the window  
25 accessed the -- (indiscernible) and with regard to

1           quality, we're going to put these units up to any  
2           rental suites in Putnam County.

3           We encourage y'all to come down and take a look at  
4           them.

5           MR. HARWELL: Well, what's it going to look like  
6           from the inside. How will you do that?

7           MR. DIAMOND: What, exposed brick walls on the  
8           inside?

9           MR. HARWELL: No, the window head, the curve, how  
10          do you handle that on the inside if you -- it's a  
11          rectangular transom glass, but how do you handle the  
12          curve on the inside? I think you're putting your  
13          (indiscernible) on the outside.

14          Anyway, these are just questions I have.

15          MR. DIAMOND: These are good questions. I don't  
16          know if they were relevant to this, but I'm sure  
17          glad --

18          MR. HARWELL: Well, this is a conditional use, and  
19          sometimes --

20          MR. DIAMOND: Sure.

21          So on the inside -- that's what we added on the  
22          outside. All right?

23          So on the inside drywall will come across. So  
24          that will just reflect. The only thing that will be  
25          open will be the rectangular window. Because we don't

1 want to be looking up into that.

2 MR. HARWELL: So why wouldn't you --

3 MR. DIAMOND: We're thinking that would be trimmed  
4 out, and we have (indiscernible) casing all around the  
5 windows.

6 MR. HARWELL: Why wouldn't you put an arched or  
7 circular transom in there, instead of just doing that,  
8 make it simple?

9 MR. DIAMOND: With regard to the window going up,  
10 the whole opening with the arch?

11 MR. HARWELL: Uh-huh.

12 MR. DIAMOND: There's no (indiscernible) and then  
13 we took it from there. So that was our solution for  
14 it.

15 And when it's done, it's going to mirror just what  
16 we have on the Winegar Building, because the buildings  
17 were built back in 1885. So our faces will mirror  
18 that, the 1885.

19 MR. HARWELL: It just seems like it's a -- that's  
20 like a fix, or a -- I don't know. It doesn't seem very  
21 proper to do it that way.

22 MR. DIAMOND: I encourage you to --

23 MR. HARWELL: Also --

24 MR. DIAMOND: -- come down. Our office is wide  
25 open, if you have any suggestions. And for the public,

1 as well, come on down. We're --

2 MR. HARWELL: The other question I have is on the  
3 backside of the buildings. There is some original --

4 MR. DIAMOND: Which backside? We consider --

5 MR. HARWELL: The east side, east side of the  
6 building.

7 MR. DIAMOND: Which side is -- okay.

8 MR. HARWELL: The east side of the buildings,  
9 there is original openings there that you didn't take  
10 advantage of. You actually -- I think you might have  
11 even closed some of them in.

12 Was there a reason for that, you didn't --

13 MR. DIAMOND: Which building?

14 MR. HARWELL: Just about all of them. There's  
15 some --

16 MR. DIAMOND: We kept all of the openings on the  
17 Moragne the same. There were no openings in the east  
18 elevation of the Moragne. The Snow had to be torn  
19 down, because it was unsafe. So we're rebuilding that.

20 The Bailey Building, all of the openings are  
21 identical, other than the three, four and five on the  
22 first floor. And then the Winegar, right now we're  
23 keeping those elevations the same. So --

24 MR. HARWELL: No, I'm not talking about openings  
25 that were there when you purchased the building, or

1 that may have been there for the last 50 years. I'm  
2 talking about openings that were originally in the  
3 building, the arched openings.

4 MR DIAM: I'm not -- what are you talking --

5 MR. HARWELL: Well, there's --

6 MR. DIAMOND: What we're doing is we're taking  
7 something that was just distraught, and we're turning  
8 it into what we believe is a gem, and we're working  
9 diligently with Zoning and Staff to make certain that  
10 those buildings look as good as they possibly can with  
11 a structure that allows it.

12 So we saved them, and we're spending a lot of  
13 time --

14 MR. HARWELL: And I, for one, appreciate that. I,  
15 for one, appreciate that.

16 It's just a question I had, why you --

17 MR. DIAMOND: Sure.

18 MR. HARWELL: -- wouldn't take advantage of using  
19 the original openings --

20 MR. DIAMOND: We are.

21 MR. HARWELL: -- when you --

22 MR. DIAMOND: We are.

23 MR. HARWELL: Well, not according to the  
24 elevations of what I'm seeing.

25 MR. DIAMOND: Come up and see it. No, certainly

1           it's -- you can come up and see it. To that particular  
2           issue, we are.

3           MR. SHEFFIELD: Tony, look at your photograph at  
4           the bottom of Page Two. That shows all the openings  
5           that --

6           MR. HOLMES: With all due respect, and to keep the  
7           record as clean as we can, I certainly understand that  
8           the Staff has -- that the Board has questions of  
9           architecture, and perhaps from a compatibility  
10          perspective I understand that those could be relevant.

11          But I -- I'm not certain that Developer  
12          preferences in some of his design and/or construction  
13          -- unless it effects health, safety or compatibility is  
14          probably going to be a criteria that you'd be able to  
15          rest on in either voting to approve or deny.

16          So just -- and I certainly understand that Mr.  
17          Harwell is an architect, and certainly has expertise  
18          that I don't have in that regard. I just don't want  
19          the record to reflect that we, perhaps, dwelled for a  
20          long time on an issue of the shape of windows, and that  
21          somebody maybe voted on that basis, because I don't  
22          think that would be appropriate.

23          MR. HARWELL: Should this be -- the downtown  
24          standards be a consideration for us?

25          MR. CROWE: Mr. Harwell, the downtown overlay

1 standards apply strictly to what's called the Core,  
2 which is really (indiscernible) on St. Johns Avenue;  
3 therefore the Moragne Building is subject to the -- to  
4 these guidelines, which we have been through with the  
5 Applicant, in terms of that message.

6 The other buildings are not (indiscernible) to the  
7 Core requirements. And outside of the Core there's  
8 only new construction guidelines, essentially, and  
9 landscaping, but not design.

10 MR. HARWELL: Okay. Since I'm -- I appreciate  
11 that.

12 Since I'm not privy, and the Board's not privy to  
13 some very detailed drawings, that's why I'm asking  
14 questions.

15 Another question I have is what type of glazing,  
16 framing, are you planning on putting on the first floor  
17 for the openings?

18 MR. DIAMOND: Which part of the first floor?

19 MR. HARWELL: All buildings.

20 MR. DIAMOND: So --

21 MR. HARWELL: Are you putting storefront, are they  
22 wood frame, are they aluminum, steel?

23 MR. DIAMOND: (indiscernible) they're putting in  
24 right now. I know we're going to have some storefront.  
25 There's a mix.

1           So if you refer to the plans, it's pretty well  
2 reflected there.

3           MR. HARWELL: I don't have the plans. That's why  
4 -- that's my issue.

5           MR. DIAMOND: Well, we have elevations and  
6 floorplans that --

7           MR. HARWELL: Well, I understand.

8           See, that's one of the problems that we -- it's my  
9 opinion that the Board doesn't get enough information.

10          I mean these are -- the site plan is pitiful, the  
11 floorplans are ridiculous. There are no dimensions on  
12 there. The Board can't tell how big these things are.  
13 They don't know what the ceiling heights are, the  
14 doors --

15          (indiscernible)

16          MR. DIAMOND: That's almost insulting.

17          MR. SHEFFIELD: We're addressing zoning issues.

18          MR. DIAMOND: Please.

19          MR. SHEFFIELD: Not architectural issues.

20          MR. HARWELL: Zoning issues.

21          But as I understand it, these are conditional  
22 uses, and in order for the Board to make a decision on  
23 conditional uses, they need to understand the  
24 architecture, need to understand certain elements of  
25 the job. That's my -- that's my understanding.

1           I could be wrong, but that's the way I've  
2 understood it for a long time.

3           MR. DIAMOND: That wasn't required to be in front  
4 of the Board, and -- after this meeting (indiscernible)  
5 or at some other time, if it ever come up again,  
6 perhaps more communication -- review zoning, and say we  
7 need more -- we were asked to present a certain  
8 package, we did, it was acceptable per law, and --

9           MR. HOLMES: I think that -- and again, I'm not  
10 critical of your desire to ask questions about  
11 appearance or architecture, and you know it's your  
12 field.

13           But the conditional use that's being applied for  
14 has to do basically with the allowance of the  
15 multi-family element in the buildings.

16           And so the -- really the focus really be on the  
17 factors that are in our conditional use criteria, that  
18 are specified there as they relate to the request,  
19 which is to increase the multi-family component from  
20 two units to more than two units per building.

21           So I -- again, I -- I'm not saying your questions  
22 aren't good questions, it's just that sometimes when we  
23 spend a lot of time in the record on an issue that a  
24 Court might look at and say well, you spent a lot of  
25 time on that, but that really wasn't something that you

1           could make a decision on, or you should have made a  
2           decision on. It sort of clouds the record some.

3           So I don't think that the appearance -- other than  
4           from the perspective of potentially compatibility --  
5           which is more of a broader -- broader factor, I don't  
6           know that some of the details that we're talking about  
7           now would be -- that we would be real well advised to  
8           go in great depth there.

9           Now, from a building inspector's perspective, or  
10          meeting any criteria that applies to the downtown --  
11          these aren't historic buildings, they aren't -- they  
12          aren't designated as such, are they, Thad?

13          MR. SHEFFIELD: I beg your pardon?

14          (Short break in record, from Disc One to Disc Two)

15          MR. HOLMES: (indiscernible) two bedrooms and the  
16          other.

17          MR. DIAMOND: And 800 is the largest.

18          MR. HOLMES: And the 800 is the largest.

19          (indiscernible)

20          MR. WOODWARD: Let me chime in a little bit, if I  
21          may, on Mr. Holmes' question.

22          The Development -- the Equitable Development  
23          Standard calls for a minimum of 650 square feet for a  
24          two bedroom dwelling unit. So we're above that.

25          MR. SHEFFIELD: Mr. Killebrew?

1           MR. KILLEBREW: Did I hear you say a while ago  
2 that the coverings to the doorways to the stairways  
3 were going to be open, there would be no doors or  
4 anything covering that?

5           MR. WOODWARD: That's correct.

6           MR. KILLEBREW: And considering downtown, we --  
7 we're talking about safety --

8           MR. DIAMOND: So the first floor is separated from  
9 the second. So all of the first floor space --

10          MR. KILLEBREW: I understand.

11          MR. DIAMOND: -- commercial is separate from --

12          MR. KILLEBREW: But I'm asking about the stairway  
13 going up into your common areas of the upper -- you're  
14 not going to have doorways or coverings that nobody but  
15 the residents could go up there?

16          MR. DIAMOND: I wish I could show you first floor  
17 plan on the board.

18                 But if you look at the first floor plans, there's  
19 a main separate entrance --

20          MR. KILLEBREW: Uh-huh.

21          MR. DIAMOND: -- for the second and third floor.  
22 So that's --

23          MR. KILLEBREW: But having coverage without the  
24 doors --

25          MR. DIAMOND: Oh, sure. Sure. Sure.

1           Can I show you a picture of the first floor plan?

2           This is --

3           MR. KILLEBREW: And downstairs you could walk  
4 off --

5           MR. DIAMOND: Yeah.

6           So the -- no. No, there is no access to the  
7 second floor from -- (indiscernible)

8           MR. KILLEBREW: (indiscernible)

9           MR. DIAMOND: So you walk in here, and there's a  
10 (indiscernible) in here, and then you walk upstairs,  
11 and all the corridors -- you come up here, and you walk  
12 in -- all of these are connected on the second floor.

13          MR. KILLEBREW: Right.

14          MR. DIAMOND: And that third floor -- oh, sure.  
15 So this is open, and people --

16          MR. KILLEBREW: I see.

17          MR. DIAMOND: (indiscernible) So there's like a  
18 vestibule that --

19          MR. KILLEBREW: But then there's -- the stairway  
20 going up to the apartments --

21          MR. DIAMOND: Yeah.

22          MR. KILLEBREW: -- would have a door, or some kind  
23 of safety thing that not anybody could just walk up in  
24 there?

25          MR. DIAMOND: No.

1           We also -- we -- any entrance right there we have  
2 card readers, so we're going to know who walks in and  
3 who walks out.

4           MRS. WILLIAMS: Uh-huh.

5           MR. DIAMOND: We also have 16 cameras that we're  
6 putting around the entire building -- we met with the  
7 Police Chief and two of his Captains, and we're going  
8 to tie it into the police department.

9           MR. KILLEBREW: Oh.

10          MR. DIAMOND: And we're actually having a couple  
11 of extra big cameras on the north side of the building,  
12 which looks up and down Reid Street, and the south side  
13 that looks up and down St. Johns.

14          So it's a panorama of about 300 yards. So the  
15 police department can see everything that's going on  
16 down there, too. So it's added security, as well.

17          MR. KILLEBREW: Okay. Around your vestibule, your  
18 entrance into your area, there is no way that let's  
19 just say homeless people can come up there and set up  
20 house, set up, you know, shop right there up underneath  
21 your vestibule?

22          MR. DIAMOND: Well, no, not only do we have -- you  
23 mean on the outside?

24          MR. KILLEBREW: Well, when you say you have a  
25 vestibule outside the --

1 MR. DIAMOND: No. Soon as you come in, you walk  
2 in -- and this is a courtyard --

3 MR. KILLEBREW: It's going to be inside the  
4 building?

5 MR. DIAMOND: Yes.

6 MRS. WILLIAMS: To the residence.

7 MR. DIAMOND: Yeah, these are luxury  
8 (indiscernible) -- they really are luxury  
9 (indiscernible)

10 MR. KILLEBREW: I understand that.

11 MRS. WILLIAMS: I think I only had one more  
12 question.

13 Okay. With the beginning dream of the condos, how  
14 many condos were planned for upstairs?

15 MR. DIAMOND: We had nine.

16 MRS. WILLIAMS: There would have been nine  
17 residential condos?

18 MR. DIAMOND: Right.

19 MRS. WILLIAMS: And now we're going to 15 --

20 MR. DIAMOND: Actually, 19 total.

21 Initially we -- we didn't have the condos on the  
22 first floor.

23 MRS. WILLIAMS: Right.

24 MR. DIAMOND: You know, after three years of  
25 trying to fill the space on the commercial -- we really

1           come to the conclusion -- the way this building is  
2           going to be a success from a business standpoint  
3           initially was to have a residential on that one first  
4           floor on -- that fronts Reid Street.

5                        So we had nine residential units on the second and  
6           third floor, with the high end condos starting at two  
7           hundred to six hundred thousand dollars -- we really  
8           felt we could meet that mark. But we just -- we're  
9           competing against single family lots on the river that  
10          has four hundred -- four acres that's starting at two  
11          hundred, two hundred fifty thousand. So that's why  
12          we're here. Yeah.

13                       It's going to be a great addition to the City, and  
14          bring a lot of people.

15                       MR. SHEFFIELD: All right. Board, do you have any  
16          additional questions of Mr. Woodward?

17                       MR. HARWELL: Yeah. What are the ceiling heights  
18          in the different --

19                       MR. DIAMOND: Ten feet.

20                       MR. HARWELL: Ten feet, upstairs and downstairs?

21                       MR. DIAMOND: Ten feet upstairs, twelve feet  
22          downstairs.

23                       MR. HARWELL: Are you re-using the skylight on the  
24          St. Johns -- the three story building?

25                       MR. DIAMOND: You know, I was hoping to. But we

1           took it off today, and we discovered that there was  
2           rot. So we're going to use the glass, and we're going  
3           to rebuild the (indiscernible). We built the skylight  
4           -- if you look at the skylight that we built on  
5           (indiscernible) on the river, we custom built that.

6                     So we're going to rebuild it exactly the way it  
7           was, but with better materials, because it's all rotten  
8           up there now.

9                     MR. SHEFFIELD: Just --

10                    MR. DIAMOND: We were hoping to save it.

11                    MR. HARWELL: The doors going out to the  
12           balconies, what are they?

13                    MR. DIAMOND: French doors, the whole thing, good  
14           looking doors.

15                    MRS. WILLIAMS: And the minimum is going to be  
16           2,200? I mean are you pretty much set on your rent?

17                    MR. DIAMOND: Oh, sure.

18                    MRS. WILLIAMS: Being that high?

19                    MR. DIAMOND: Oh, yeah.

20                    MR. SHEFFIELD: All right.

21                    Thank you, Mr. Diamond.

22                    Thank you, Mr. Woodward.

23                    I know you all aren't going anywhere. There may  
24           be some additional questions.

25                    Would anyone else from the audience like to

1 address this?

2 Please come forward, sir.

3 State your name and address.

4 MR. BATES: My name is Ben Bates, and my address  
5 is 3400 Crill Avenue.

6 And with all due respect -- I'm very interested in  
7 the betterment and the growth of Putnam County.  
8 There's a place and a thing (sic) for everything. And  
9 I feel like this project is not in the right place for  
10 the project. And I wish to address a few things, if I  
11 could.

12 First of all, a lot of us have been involved in  
13 the riverfront for a number of years. The greatest  
14 asset that our Town and our County has is the St. Johns  
15 River.

16 We were promised several things.

17 Our City, we, the taxpayers of the County, have  
18 spent somewhere between three and five million dollars  
19 to purchase the riverfront property. And we were  
20 promised certain things with the acquisition of that  
21 property.

22 We were promised a motel with a meeting space that  
23 we could have mini conventions with.

24 It would have a restaurant so we could draw people  
25 into our community, enjoy the downtown. We could

1 encourage groups to come and visit, which could have  
2 happened.

3 And look what we have. We have a motel that  
4 doesn't even consider the riverfront.

5 There is no patios between the motel and the  
6 river. There is no balconies on the motel. The pool  
7 is not big enough for three or four people to swim in.

8 You know, we didn't get what we were told for.

9 And we're standing today, and we were promised in  
10 the 100 Block, and I know, because I sold the corner to  
11 the City, and was told that they were going to make  
12 that a focus point for downtown, and it would be a  
13 commercial entity in what it was.

14 Now, I don't know -- but I do know something about  
15 the real estate market. And I heard some of the  
16 comments that were made. And I questioned those  
17 comments.

18 First of all, a luxury apartment that's 685 square  
19 feet? Never heard of such.

20 And \$2,250.00 for a 685 square foot apartment?  
21 How -- how big are the bedrooms? Ten by ten? I doubt  
22 you could even get a king size bed in them.

23 And I'll go a step farther.

24 If it's going to be that rent, then the only thing  
25 you can do is to limit the number of people per bedroom

1 -- which I'm not an attorney, but I think I -- I've  
2 been told time and time again that you can limit it two  
3 persons per bedroom.

4 So if you've got -- if I'm right -- 18 units with  
5 two bedrooms each, is that 36 bedrooms?

6 MR. SPEAKER: No, it's two bedrooms per person.  
7 That's four, so that's 76. I'm doing your math.

8 MR. BATES: Pardon me?

9 MR. SPEAKER: You said --

10 MR. BATES: How many bedrooms total are they in  
11 the project? There's 16 units, if I understand it  
12 right -- because I can't read the plans and  
13 everything.

14 MR. SPEAKER: (indiscernible)

15 MR. BATES: Nineteen units total, and there's two  
16 bedrooms per unit. Am I correct? So that's 38. Okay?

17 You can put two people in each bedroom, which is  
18 78. No, 76. I'm sorry. Seventy-six. That's what  
19 you're looking at. You know?

20 So we were told that we were going to have a nice  
21 project with condominiums upstairs on the first floor  
22 up, and we were going to have commercial downstairs.

23 It called for eight units. Then, if that's what  
24 it called for, then that's what we should go with. And  
25 the conditional use should not be granted. Just allow

1 what it says.

2 And we look at it, I have three main concerns with  
3 the proposal.

4 Number One, I will contend, and I will argue -- I  
5 don't think anybody can discredit it -- that entire  
6 block, according to the development, becomes one unit.  
7 It's not four units. It becomes one unit.

8 I saw the drawing. They're all connected.  
9 There's a hallway. It's got one name. There is  
10 entrances. You know?

11 Therefore, I contend that the City ordinance is  
12 being violated because the property fronts St. Johns  
13 Avenue, and if the project fronts St. Johns Avenue,  
14 then the entire first floor must be commercial.

15 And my contention is is that the entire project is  
16 one unit; therefore, it fronts St. Johns Avenue, and  
17 you will be in violation of the Core Downtown  
18 Development if you approve it for anything other than  
19 commercial property on the first floor.

20 Number Two is compatibility. You know? I think  
21 that when we look at compatibility, that is a term that  
22 can be interpreted by anyone.

23 I have a problem with compatibility if the City is  
24 going to be required to police the unit for what's  
25 hanging on the balcony and other areas. You know, is

1 it really compatible for that spot?

2 We talked about there was 20 units per acre, and  
3 the number of units. I would almost say that within  
4 several hundred feet of that property there isn't any  
5 multi-family housing.

6 The nearest that was near it has just been  
7 demolished, the apartments at the corner of fourth --  
8 third and --

9 MR. SPEAKER: (indiscernible)

10 THE BATES: -- I -- the Presbyterian Church. You  
11 know?

12 So I just don't see that project as being  
13 compatible with the older downtown development in that  
14 location.

15 And third is parking. We just said we got 78  
16 potential people that can live in that -- in those  
17 apartments the way they're being asked for, and you  
18 can't do one thing about it. You can not restrict the  
19 number of units in a unit, according to what my  
20 attorneys have told me over the years -- and I've  
21 managed a lot of property -- you can only limit it to  
22 two people per bedroom. You know?

23 So when you multiply the bedrooms out, you're  
24 talking 76 people. And at the -- what I'm hearing is  
25 how many automobiles are we going to have, and where

1 are people going to park?

2 Then, if all of the parking is taken up with these  
3 19 units, what's going to happen to the remaining of  
4 the property when it's developed?

5 I can tell you right now no commercial is going in  
6 if they don't have parking. It is not going to happen.  
7 And anybody that says differently is dreaming. Because  
8 it will not become a reality, as we talked about it.

9 I just think it's the wrong place.

10 I think that they have a right to build the eight  
11 units. And I think they should be allowed to do that.  
12 And they should be held to what it was originally  
13 intended for.

14 Our forefathers put the conditional use there for  
15 a reason, the exact reason we're standing right here.

16 My question is I'm looking at a two story, three  
17 story building. Is the building ADA compatible? Does  
18 it have to be ADA compatible?

19 I'm asking that question. You know?

20 Is there an elevator in the building for the  
21 second floor? If I'm a handicapped person, and I want  
22 to rent the second floor, you know, what kind of access  
23 do I have to the building?

24 I think you're being asking to do something that  
25 you really don't know what you're being asked to do.

1           And I think, based on that, based on the facts  
2           that you've looked at, they should be allowed to do  
3           what they were intended allowed to do. They can put  
4           eight units, if that's what they want to do, and they  
5           can move forward.

6           Otherwise, I think we should hold their feet to  
7           the fire.

8           I'd be happy to answer any question, if you've got  
9           any.

10          MR. HOLMES: I have a question, just for record  
11          purposes.

12          Identify what you do for a living, if you would.

13          MR. BATES: I'm a Real Estate Broker.

14          MR. HOLMES: For how long?

15          MR. BATES: Forty-one years.

16          MR. HOLMES: And you're familiar with the rental  
17          market in Putnam County?

18          MR. BATES: Very much so.

19          MR. HOLMES: My numbers -- taking that 685 square  
20          foot unit, \$2,200.00 a month yield a rental rate at  
21          \$38.54 annually per square foot.

22          MR. BATES: That's dreaming, Mr. Holmes.

23          MR. HOLMES: I'm sorry?

24          MR. BATES: That's dreaming. That is not a  
25          reality.

1           MR. HOLMES: But that's what -- that's what's been  
2 proposed, is 685 square feet, \$2,200.00 a month, and  
3 that yields an annual per square foot rental rate of  
4 38.54. Can you tell me how that compares to Palatka  
5 market?

6           MR. BATES: A similar unit, with about a thousand  
7 square feet, would rent somewhere in the neighborhood  
8 of six to six-fifty to seven hundred dollars, with  
9 almost twice the specs. And I can tell you addresses,  
10 or anything.

11           Now, I've never met Mr. Diamond. Today is the  
12 first day I've ever seen him. We've never had a  
13 conversation, to my knowledge. So I don't know. It's  
14 his project. I'm not against -- I'm for downtown. But  
15 I want it to be right.

16           I've heard the statement that something is better  
17 than nothing. No, that's not true. Something better  
18 is better than nothing, not something, not anything.

19           And you know, this is our town. When we're coming  
20 over the bridge that is the first thing you're going to  
21 see when you come into this town. When you're leaving  
22 the town -- that is the first thing you're going to see  
23 as you're coming in. You know?

24           And now the City is going to have to police what's  
25 on the balconies? I mean it makes no sense. That's

1 not compatible. That doesn't make any -- any sense.

2 Any other questions, I'll be happy to answer.

3 MR. SHEFFIELD: Thank you, Mr. Bates.

4 MR. BATES: I don't like being here, but I love  
5 this town, and I just think this is the wrong thing at  
6 the wrong place.

7 MR. SHEFFIELD: Thank you, Mr. Bates.

8 MR. WOODWARD: If you don't --

9 MR. SHEFFIELD: Mr. Woodward, I'm sure you'd like  
10 to respond to some of those, but I believe we might  
11 have some other folks in the audience that would like  
12 to address it, if you wouldn't mind making some notes,  
13 and then addressing all the issues at one time.

14 MR. WOODWARD: Yes, sir.

15 MR. SHEFFIELD: Would anyone else from the  
16 audience like to address this case, please come  
17 forward.

18 MR. TURNER: Mr. Chairman, I'm Terry Turner, P. O.  
19 Box 232, San Mateo, Florida. Commissioners.

20 I think it's real easy to stand here today in  
21 front of you guys as counsel, and one of our opinions,  
22 and say that we do -- we do or do not believe the  
23 intent of what should have happened.

24 But if the intent was something like this should  
25 happen downtown, we wouldn't be here today, because

1           there would be no conditional use permit put in the  
2           Comprehensive Plan for us to do this, put in those  
3           (indiscernible)

4           The Comp Plan does support residential --  
5           residential in this area, but it doesn't support  
6           residential of this density in the area.

7           I know that Counsel made the statement earlier  
8           that we don't need to talk about the deal with the  
9           City. But I think it's very pertinent here that we  
10          talk -- at least mention the deal with the City.

11          Does anybody sitting up there today actually think  
12          that if the Developer came to the City Commission when  
13          he presented this -- because there was two sides of  
14          this -- there was tear the buildings down and we'll do  
15          a quality development.

16          So he brought the presentation to the City  
17          Commission that I'm going to put high -- high quality  
18          low density commercial -- residential housing on the  
19          top floor, and I'm going to put commercial on the  
20          bottom floor.

21          Does anybody really think that if he came up here  
22          and said hey, I'm going to put a high density apartment  
23          building in the 100 Block, how about giving me this  
24          stuff for ten cent on the dollar?

25          There was incentives made here by the City on this

1 property that taxpayer money was spent on. Those  
2 incentives were because he gave a presentation.

3 So now, because he comes back in later on -- and I  
4 have nothing against the Developer, nothing -- but now  
5 he comes back and says the same thing that a lot of the  
6 people on the teardown side of this were saying -- it  
7 would be wonderful to have a nice development down  
8 there, but the dollars don't work.

9 You can't sell a condo in downtown Palatka for  
10 \$500,000.00 for the smallest one, when the ones across  
11 the river are selling for 89,095. You can't do that.

12 And so now he's saying I've got this figured out.

13 If you'll let me raise my density, and lower my  
14 quality on this project, at that point then everything  
15 will be fixed. I'm going to rent these things for  
16 2,200.

17 We just had a man stand in front and testify that  
18 that's not reasonable. That's not reasonable that you  
19 can rent them for that.

20 Their own Counsel made the comment just a few  
21 minutes ago who knows who is going to rent them. That  
22 came right out of Mr. Woodward's mouth just a minute  
23 ago.

24 That's the most pertinent thing that's been said  
25 here today. Who knows who's going to rent these

1 buildings?

2 It's not going to be the professional engineer  
3 that comes to town for -- and works at Georgia-Pacific.  
4 It's not going to be somebody that's working for Water  
5 Management. Because they can rent something for half  
6 the price that's half -- that's twice as good somewhere  
7 else in the County.

8 I think it's very important that we realize that  
9 the original deal here was high end low density  
10 housing, commercial on the bottom floor.

11 And now it's -- it's high density low end housing,  
12 and they even want to put more residential on the  
13 bottom floor.

14 That wasn't the deal that was sold when they came  
15 before this and made this presentation.

16 I'm trying not to cover anything Mr. Bates talked  
17 about earlier, is why I keep going through --

18 MR. SHEFFIELD: Thank you, Mr. Turner.

19 MR. TURNER: It's been said here many times today  
20 there is no way to legislate how many people is going  
21 to live in this building. You can say that there is  
22 going to be two per apartment, or whatever; but unless  
23 there is an apartment police that's going to walk in  
24 there everyday, you're not going to legislate how many  
25 people go in there and stay.

1           I mean if you've got to have 2,200, and nobody's  
2 going to count, then these -- they're going to put as  
3 many in there as they can.

4           If this happens, and this ever became profitable  
5 to the point, and the Developer sold this property, it  
6 wouldn't matter what his intent was. It wouldn't  
7 matter.

8           It would matter the intent of somebody who buys it  
9 that may be in Chicago, or Cleveland, or wherever.  
10 That person isn't going to care what happens in  
11 downtown Palatka. All he's going to care is there's  
12 enough people in that building to pay the money to  
13 protect the investment that he's put in that building.  
14 He doesn't care about the revitalization of downtown,  
15 or the economical development of downtown. He cares  
16 about how many people can he stuff in those apartment  
17 houses. That's all he cares about.

18           I do want to say one thing that Ben touched on  
19 before me, and that was I'm in total agreement that  
20 just putting anything down there because we want  
21 something there so badly is not a better thing to do.

22           We need to put something better down there.

23           I was one of the ones on the other side of the  
24 thing -- but when they made -- I want -- I thought they  
25 should have torn it down. I'll be honest with you.

1           But I absolutely said that if -- by golly, if this  
2           guy can come up with a way to put a high quality  
3           residential development on the upper floor of that, and  
4           a commercial development downstairs, and save them  
5           buildings, I'm on board. I don't see how he can do it.

6           And most everybody up there knows, I've been in  
7           the business for a long time. I don't know how he can  
8           do it, but if he has a way, I'm for him, I'm on his  
9           team.

10           Well, here we are a couple years later, I'll be  
11           dog gone, I can't -- couldn't get it done. I thought I  
12           could. I can't sell the condos. I can't do -- I can't  
13           get the retail space done downstairs, so now we'll turn  
14           this into a high density low quality apartment house.

15           Do we really think that's what's good for  
16           downtown? That's not compatible with what was trying  
17           to go down there.

18           Whether you be- -- whether you were for the hotel,  
19           or against the hotel, it's still a hotel.

20           Whether you were for the environmental center or  
21           against it, it's still an environmental center.

22           This is not the project that they set up for us to  
23           do.

24           We went from high end low density residential  
25           upstairs to -- and quality retail downstairs to a low

1 rent apartment building.

2 Do you really think that's what we want for  
3 Palatka?

4 The -- not too long ago the Planning Commission  
5 passed an appearance code for downtown because they  
6 were very concerned about this.

7 So now -- now we're saying that this project only  
8 fits on one side of it, and that's on the St. Johns  
9 Avenue side.

10 But why doesn't the other side of it fit on -- you  
11 know, into the appearance code, on this side? Why  
12 don't they have to have the windows, and the -- and the  
13 -- all that stuff, and not more than 20 percent metal,  
14 and more than 15 percent glass, and that sort of thing?

15 Does it not fit on the Reid Street side, Thad?

16 MR. CROWE: It's -- I can't --

17 MR. TURNER: You're not allowed to answer?

18 Okay. All right. Sorry.

19 MR. SHEFFIELD: If you'd just address the Board.

20 MR. CROWE: (indiscernible)

21 MR. TURNER: That's fine. Not a problem.

22 Parking has always been an issue in the area, and  
23 that was brought up. But in reality, if they use up  
24 the whole parking -- all but two or three spots for  
25 this residential portion of this, they're not going to

1 be able, then, to do the commercial, because there  
2 would be no more parking available for them to do the  
3 commercial when it comes time for them to get it  
4 permitted and zoned.

5 And I would like to say one more thing -- and I  
6 said earlier -- I been doing this a long time, a long  
7 time. This is the first and only time that I've ever  
8 heard of somebody getting a permit on a project before  
9 the conditional use permit was issued. I've never  
10 heard of that before.

11 I been in the construction trades for 35 years,  
12 and almost 25 in the commercial construction business,  
13 and not one time have I -- I'm not saying that I --  
14 about the demolition part, they've done that before, I  
15 mean that's common -- but I've never once heard of a  
16 permit being issued without zoning being in place, and  
17 a conditional use permit being in place, if that was  
18 required for the project. That's not what happened  
19 here.

20 Please don't -- I -- let's not be the guys that  
21 are standing here ten, twelve, fifteen years from now  
22 saying man, I wish we hadn't built that jail, or man, I  
23 wish we hadn't built that highrise apartment across the  
24 street that we just spent three million dollars tearing  
25 down.

1           Those people, when they did that, thought it was a  
2           great idea. It was not. So they took years to rectify  
3           that.

4           If we allow this to go forward today, we're going  
5           to be rectifying the same thing for the rest of our  
6           life, and our childrens' lifetime, trying to get rid of  
7           this. It's not the project we were promised.

8           Thank you, Mr. Chairman and Commissioners.

9           MR. SHEFFIELD: Thank you, Mr. Turner.

10          MR. KILLEBREW: Can I ask a question?

11          MR. SHEFFIELD: Yes.

12          MR. KILLEBREW: Why -- why couldn't he ask the  
13          question -- the answer be -- the question be answered  
14          about the 15 percent glass?

15          MR. SHEFFIELD: I -- Mr. Crowe?

16          MR. CROWE: I mean I -- the Chair has to  
17          (indiscernible)

18          MR. KILLEBREW: I understand that.

19          MR. CROWE: But I mean I didn't want to interrupt  
20          the presentation.

21          MR. SPEAKER: Could -- can we make it warmer in  
22          here? I'm old.

23          (indiscernible)

24          MR. CROWE: At the time the project

25          (indiscernible) there were four parcels, four

1 individual apartments.

2 Since that time, as I understand, the Property  
3 Appraiser combined them.

4 We started out with them being four separate  
5 parcels, and treated them (indiscernible). I would say  
6 that they have to meet the major thoroughfare standards  
7 like any other project.

8 Any final design would have to meet the 15 percent  
9 window requirement, which I believe they meet now.

10 MR. SHEFFIELD: Thank you, Mr. Crowe.

11 MR. HARWELL: So Mr. Crowe, it's -- so that's  
12 considered one building now?

13 MR. CROWE: It if was -- it's vested as four  
14 separate buildings, since the Applicant first started  
15 working with the City, they were separate parcels. So  
16 that's how we continue to treat them.

17 MR. SHEFFIELD: I'm not sure if that answered the  
18 question that -- one -- part of one building, that --  
19 (indiscernible)

20 MR. KILLEBREW: You consider it four separate --

21 MR. CROWE: Four separate parcels.

22 MR. SHEFFIELD: Four separate parcels.

23 MR. KILLEBREW: But you just said the Tax  
24 Collector's Office considers it one?

25 MR. CROWE: It's my understanding that it -- since

1 the time that we began working with the Applicant, the  
2 properties were combined as one parcel. I --

3 MR. SHEFFIELD: For tax purposes.

4 MR. CROWE: For tax purposes.

5 Because it's (indiscernible)

6 MR. HARWELL: What would make the City -- the  
7 Planning/Zoning consider it one building?

8 MR. SHEFFIELD: (indiscernible)

9 MR. CROWE: If the Applicant had come in after --  
10 after the time, when it was one parcel, we would have  
11 considered it one parcel.

12 MR. BATES: But doesn't his design make it one --  
13 one project? We -- I'm sorry.

14 MR. SHEFFIELD: Mr. Bates can't address from back  
15 there.

16 MR. CROWE: It's a matter of vesting, Mr.  
17 Chairman.

18 MR. SHEFFIELD: Thank you, Mr. Crowe.

19 Mr. Martinez, will you please state your name and  
20 address.

21 MR. MARTINEZ: I'm Dan Martinez. I live at 320  
22 Round Lake Road, Palatka, Florida.

23 I'm here as a very interested citizen of Palatka  
24 and Putnam County.

25 I lived in -- had a residence in the City of

1 Palatka and Putnam County for a total of 58 years. I  
2 spent eight years in Atlanta for Georgia-Pacific. And  
3 I want you to know that when I retired on October 31st,  
4 1992 I came back to Palatka. I didn't have to stay in  
5 Atlanta. Didn't even think about it.

6 My family was raised in Palatka. In fact, my  
7 oldest son was born at the Mary Lawson Clinic. Some of  
8 you, you're too young -- but some of you may remember  
9 the Mary Lawson Clinic across from Dairy Queen.

10 I have no intention of repeating what Mr. Bates  
11 and Mr. Turner have proposed to you. I'm in full  
12 agreement with both of them.

13 My very brief statement to you is that the  
14 original plan was for eight condos, and retail  
15 downstairs. That would have brought in disposable  
16 income, permanent residents, would build up the  
17 downtown area.

18 Now you're being faced with a proposal for what I  
19 call transient residents of that building -- may be  
20 here a year or two, or less. They have no interest in  
21 Putnam County or the City of Palatka. They have no  
22 intent to live here. They don't have much disposable  
23 income, I will guarantee that, for the type of service  
24 that they're going to be receiving.

25 So I urge you to leave the Developer with the

1 original contract -- eight condos, retail downstairs.

2 If that's not feasible, he can take it up with the  
3 City Commission.

4 Thank you.

5 MR. SHEFFIELD: Thank you, Mr. Martinez.

6 Would anyone else from the audience like to  
7 address this?

8 MR. BECK: Good afternoon.

9 My name is Carl Beck. I live at 275 River Drive,  
10 East Palatka. I been here for 30 years.

11 I'm one of the largest taxpayers in the City of  
12 Palatka, having multiple dealerships, and quite a bit  
13 of commercial ground.

14 I want to echo what Ben Bates has said.

15 I'm one of the ones that spoke about demolition in  
16 the beginning.

17 But I just can't understand how we're running all  
18 over the map with this thing.

19 There was an idea presented, and it was approved,  
20 and now it wants to be changed -- and I think it's  
21 totally to the detriment of this City.

22 And I really have invested my life, my savings,  
23 and everything I have here. And I'm very proud to live  
24 here. But I sure hope you think about what you're  
25 about to do or could do.

1 Thank you.

2 MR. SHEFFIELD: Thank you, Mr. Beck.

3 MR. McLAIN: Thank you, Commissioners.

4 Wayne McLain, 285 West River Road. Been a  
5 resident of Putnam County almost 20 years.

6 I also was a sit-in on several meetings when they  
7 talked about the hotel downtown, what it was going to  
8 be, and then I see what it ends up being.

9 It was very exciting when Mr. Diamond came to town  
10 about his original concept of the eight condos, and  
11 with the commercial on the bottom floor.

12 However, now I see that is changing.

13 I'm not going to repeat what the gentlemen said  
14 before me. But as a resident invested in this  
15 community financially, emotionally and physically, I  
16 just ask you not to approve this. This is something  
17 that will not be what you want -- what we need as a  
18 group of citizens in Putnam County.

19 We didn't need the jail on the riverfront, we  
20 didn't need the Frank James Apartments on the  
21 riverfront, and to repeat somebody, that something is  
22 better than nothing, this is not better than nothing.

23 Thank you.

24 MR. SHEFFIELD: Thank you, Mr. McLain.

25 Do we have anyone else from the audience that

1 would like to address this?

2 Now, I do not want to set up a debate, but Mr.  
3 Woodward, if you would like to take a few moments to  
4 address any specific comments --

5 MR. WOODWARD: Well, I -- I do understand the  
6 sense of disappointment that people have when they  
7 think back to an expectation that they were given at  
8 one point, and now they're being told that's not going  
9 to work. And that's a disappointment that we share,  
10 too. But we're trying to do something that will work,  
11 and we have to make adjustments to make it work. Just  
12 like many other long-term projects upon which we may  
13 embark, we sometimes have to tweak things pretty  
14 substantially along the way, as we know what's going to  
15 work for us, and what isn't.

16 As to Mr. Bates' comments, I wasn't sure, but I  
17 thought I heard him suggesting that there ought to be  
18 some limit on the number of people in the units, number  
19 of people per bedroom.

20 If that's what he was saying, we're looking at no  
21 more than two people per bedroom. So if you wanted to  
22 add that as a condition, no more than two people per  
23 bedroom, no more than four people per apartment, you  
24 know, that's fine. That's fine. We're not looking at  
25 cramming a dozen people into what is admittedly a small

1 apartment.

2 As to the size of them, and the price comparison  
3 by square footage, what Mr. Bates did not bring us were  
4 the background on his comparables, and whether any of  
5 those had a spectacular view of the St. Johns River. I  
6 think, perhaps, they do not.

7 We do think that we will be able to rent these  
8 apartments out to a variety of people -- may include  
9 students, may be people with lots of money, may be  
10 people with very little, but they will be people, and  
11 they will bring life to downtown.

12 What I'm hearing, however, from the folks who  
13 spoke a few minutes ago is a mix of legitimate  
14 concerns, understandable disappointment, and perhaps a  
15 rear guard action against the idea of this entire  
16 project.

17 Several years ago there was a big debate in this  
18 community, should we tear them down, or should we try  
19 to restore them. And I think some people are still  
20 fighting for the idea of tearing them down. It's --  
21 we've got to move forward. We've got to put that  
22 behind us. We've got to get over that, and find a way  
23 to move forward and utilize those buildings in a way  
24 that makes sense from a business prospective under the  
25 existing market conditions. And that's what we're

1           trying to do.

2           As to the matter of enforcing balcony -- the  
3           anti-balcony clutter provision, of course that was one  
4           of the conditions that we are willing to accept, and  
5           that would be enforced by the landlord through the  
6           rental agreement provisions that would incorporate the  
7           restrictions of the condition -- that is that the  
8           grounds would be kept neat and orderly, that the  
9           balconies would be kept free of visual clutter,  
10          including towels, grills, and so forth, that that would  
11          be written into the rental agreement, and we would be  
12          enforcing that.

13          If we didn't, of course, then the City could  
14          enforce it against us. But that's the sort of thing  
15          that we would want to have in place, anyway. And I'm  
16          happy to accept that condition.

17          Another important point is that one of the  
18          conditions that -- that has been proposed, and that we  
19          ask you to impose, we're willing to accept is that all  
20          other applicable standards of the municipal code must  
21          be met, including any building or fire code life and  
22          safety requirements. That's a condition.

23          I don't think we can go through each and every one  
24          of those requirements today and talk about them  
25          individually. But whatever they are, we're willing to

1 do them.

2 I think we've gotten a discussion that is outside  
3 the scope of what's really before you today. And what  
4 the bottom line comes down to for your inquiry and your  
5 decision today is does the conditional use request meet  
6 the criteria for conditional uses -- not is the project  
7 a good idea, or the buildings -- will the rooms get  
8 rented, who's going to rent them doesn't meet the  
9 criteria -- and it does.

10 And the -- really the only question is whether you  
11 want to take the responsibility upon yourselves to  
12 impose a condition preventing the bottom floor of one  
13 building from being used for residential, or whether  
14 you want to leave that with the City Commission, given  
15 that they've, at this point, made that requirement in  
16 the Zoning Code applicable only of buildings on St.  
17 Johns -- on St. Johns Avenue.

18 We'll give them the opportunity in a couple of  
19 weeks to tell us whether or not they want to enforce  
20 that through the contract. I'm sure they'll have no  
21 problem making their (indiscernible) clear to us at  
22 that time.

23 MR. SHEFFIELD: Thank you, Mr. Woodward.

24 If there are no additional -- Mr. Turner, we're  
25 really not interested in a debate at this point.

1           Everybody's had an opportunity to make a statement.

2           Would anyone else like to make a statement?

3           Yes, Mr. Spalding?

4           MR. SPALDING: Marc Spalding, 1900 Moseley Avenue.  
5           Mr. Chairman, Commissioners, thank you for letting me  
6           come up after the fact here.

7           First of all, what Mr. Woodward referenced a  
8           minute ago, as far as limit it to the number of people  
9           per bedroom really didn't change the fact of what they  
10          were asking. They're asking for 76 people in the  
11          complex, total, anyway. If we're going to limit it to  
12          that, we're not doing any good, it would not benefit  
13          anything.

14          In retrospect, I do have a lot at stake in this  
15          building, and a lot of history.

16          My Father had an office at 109 North Second Street  
17          forever, and made a very decent living out of that  
18          building. It was commercial then. It needs to remain  
19          commercial.

20          And I do honor and respect what Mr. Bates, Mr.  
21          Martinez and Mr. Turner said.

22          I would like to ask each and every one of you to  
23          consider this seriously, and not approve a conditional  
24          use.

25          Thank you very much.

1 MR. SHEFFIELD: Thank you, Mr. Spalding.

2 All right. I'm going to close the public meeting  
3 at this time.

4 And just so you understand, this part of the  
5 regular meeting will be for discussion of the Board  
6 only, with no participation from the audience.

7 Board Members, any comments, questions?

8 Yes, Mr. Holmes?

9 MR. HOLMES: A couple points, not arguing in favor  
10 of or against, but just trying to clarify.

11 I do believe that the first floor issue is for  
12 your consideration. No more than I do -- than I think  
13 that the contract from the City and the Developers  
14 should be brought in and used as an argument against, I  
15 also don't think that you should have to negate  
16 responsibility for considering credibility issues to  
17 the City Commission on the grounds of saying well,  
18 that's a contract issue.

19 So as a matter of -- I guess what I'm doing is  
20 advising you that I believe that the first floor issue  
21 is an issue that you are entitled to consider, and that  
22 you are required to say oh, well, that's something for  
23 the City Commission to decide when they decide whether  
24 to enforce the contract.

25 We're here on a zoning matter, a conditional use

1 matter. And so if that compatibility issue, as it does  
2 as to all other aspects of the project, I think -- I  
3 think if the factor of -- the first floor residential  
4 use I think is a capability issue that you are entitled  
5 to consider.

6 The -- it is a conditional use requirement. Since  
7 the point's been raised, I'll have to acknowledge for  
8 the record, so that we don't just ignore it, the  
9 question of how many parcels you have is an interesting  
10 question.

11 Staff's saying that they treated it as four  
12 parcels because that's the way things were when Mr.  
13 Diamond began. And since he is making his conditional  
14 use application now, rather than then, I guess you  
15 could argue that you're going to be -- if you used that  
16 logic and applied it across the board to its extension,  
17 you'd say it's one project.

18 However, Staff has chosen to use it -- to consider  
19 it as four projects, that's relevant -- or four  
20 parcels, four different -- four different properties,  
21 that's relevant because the two -- two per unit  
22 threshold for requiring a conditional use can be  
23 applied to each building if Staff considers it four  
24 buildings.

25 If you considered it one building, you'd have two

1 units for the whole -- the whole four building complex.

2 So to that extent I believe the Applicant's  
3 getting the benefit of the interpretation from Staff  
4 that he has got four units.

5 I'm not sure how that's going to be consistent, or  
6 if somebody were to appeal, I don't know how that will  
7 work with our parking issue, because I would assume  
8 that the parking spaces are all on one parcel.

9 So if you're going to consider it as a parcel by  
10 parcel development, and give each parcel two units  
11 free, and then consider the threshold two units on each  
12 parcel, then I would assume that all of your parking  
13 spaces are on one parcel, and you don't have any for  
14 some of the other parcels.

15 So having said all of that, from a practical  
16 perspective, it's one project. I mean we can see that  
17 from the plans, from the fact that they're using all 32  
18 spaces to meet their parking space requirement, and  
19 from the perspective that they've incorporated a design  
20 that includes all the buildings.

21 But Staff has chosen to view it as four different  
22 properties, and they're getting a benefit from that.  
23 Even should this get turned down, they'll still have a  
24 two unit per building multi-family, as I understand it,  
25 threshold that they can embark upon without -- without

1 a need for -- a need for additional zoning, or  
2 additional conditional use criteria.

3 So I guess that what we've got is a blend. It's  
4 being treated as a four unit -- four separate units for  
5 purposes of the threshold. It's being viewed as one  
6 unit for purposes of them meeting the parking space  
7 requirements, which I think is to their advantage.

8 And then, finally, on the issue of the first floor  
9 -- first floor prohibition, I think it's true that  
10 their ordinance technically -- which prohibits first  
11 floor residential technically applies to buildings  
12 facing St. Johns Avenue.

13 If you applied this as a -- considered it as one  
14 project, then this project has it more facing St. Johns  
15 Avenue.

16 But even if you don't, then I think to say that  
17 Staff is not entitled to consider compatibility in  
18 deciding whether or not the first floor should be ripe  
19 for residential is -- is basically to deny the whole  
20 concept of the conditional use. Because they're  
21 already entitled to do what they want to do, but for a  
22 zoning change, or permission, which is conditional use.

23 So as part of that conditional use criteria,  
24 compatibility is a factor, and Staff has indicated they  
25 believe that first floor residential will be not --

1 will not be compatible with the surrounding zoning and  
2 the intent of the zoning ordinances considering part of  
3 this building is facing St. Johns Avenue, and you can  
4 throw a rock from the -- from the northern most  
5 building and hit St. Johns Avenue.

6 So I don't believe it's fair to say that if the  
7 people who passed the ordinance had wanted the first  
8 floor residential to be barred they would have put that  
9 in the ordinance on this building.

10 And if it was implied that you -- you can't see  
11 that as a compatibility issue, I disagree with that, I  
12 think you can.

13 MR. SHEFFIELD: Thank you, Mr. Holmes.

14 Board, this is, obviously, a pretty emotional  
15 issue.

16 I would just remind you what's before us is a  
17 request for a conditional use.

18 Does anybody have any comments?

19 MR. PETRUCCI: I am -- I don't think I -- I  
20 personally don't agree with putting residential on the  
21 first floor. I don't think that that's -- it's within  
22 the -- compatible with the rest of the area. Because  
23 there isn't any residential on any of the other  
24 buildings in the downtown area on the first -- with  
25 residential on the first floor -- at least not until

1           you go past Ninth Street, I believe. And even that is  
2           entrances to the upstairs.

3           The other thing is -- my concern is -- and this is  
4           for Mr. Crowe, when you considered the parking  
5           calculation -- and I don't know -- did you also  
6           consider the parking for the commercial part of the  
7           structure?

8           Because if we have -- if -- at \$2,200.00 a unit,  
9           that's -- you could conceivably have up to four people  
10          in the unit.

11          If they were all -- if they're all leased out that  
12          way, would there still be enough parking for the  
13          commercial portions of the buildings?

14          MR. CROWE: Mr. Petrucci, we looked at minimum  
15          Code Requirements, essentially, as a starting point,  
16          which we really have to do.

17          From that point on, because conditional use allows  
18          you to have more (indiscernible) you have the ability  
19          to basically make an assessment as part of the impact.  
20          I mean there's no doubt that tying up the parking lot  
21          will reduce its ability to be used for the commercial  
22          uses -- with the only counter argument to that being  
23          this is downtown, where people park several blocks  
24          away, there is public parking (indiscernible) -- yeah,  
25          so they'll be an impact of immediate parking for the

1 commercial uses. However, I don't consider that to be  
2 a fatal blow, we still have the access, in general.

3 MR. PETRUCCI: But I mean is it -- isn't there a  
4 number that has to be -- a number of parking spaces for  
5 each commercial operation?

6 MR. CROWE: Commercial uses are exempt from  
7 parking requirements. So essentially commercial uses  
8 can open up downtown without providing any parking.  
9 That's why the City has made an effort to maximize its  
10 public parking, on-street parking, small parking lots,  
11 to even try to get the (indiscernible) parking area,  
12 the ratio.

13 MR. PETRUCCI: Okay. Is -- the thing is is when  
14 the -- even though the City only prohibited residential  
15 areas in the -- on the St. Johns Avenue doesn't mean  
16 that they allow it, they wanted it to h- -- to be on  
17 other streets, they just only focused on the St. Johns  
18 Avenue because before Mr. Diamond's work the buildings  
19 weren't occupied -- you couldn't occupy them, anyways.

20 I -- I mean I tend -- I tend to focus -- I tend to  
21 think that -- I think it would be better to go back to  
22 more of what the original intent was. Because at the  
23 -- the size of the units they are, 600 square feet --  
24 685 square feet is not -- not a huge apartment. I  
25 think it's going to be difficult to rent them if you're

1 -- if you're going to rent them to students, even with  
2 four people, that's \$550.00. And if you know any  
3 students I know, \$550.00 for rent is still quite a bit  
4 of money for one student.

5 So then you go to what the -- one of the people  
6 said, but then you've got -- it would be more of a  
7 transient, where it's -- you know, like somebody's --  
8 like an executive apartment, where somebody is renting  
9 an apartment to -- somebody who's -- who is going to be  
10 in the area for six months, and so if you targeted  
11 towards that type of person, and that person does --  
12 would not have any interest in our -- in the downtown  
13 area.

14 He would not be adding -- as Mr. Woodward said, he  
15 would not be adding to our City, because most likely he  
16 would get in his car, and he would drive out of the  
17 parking lot here, and go out on the bridge, and go  
18 somewhere else.

19 There's no guarantee he's necessarily going to go  
20 shopping downtown, because he doesn't have any vested  
21 interest here.

22 I -- you know, I, too, was one of those people --  
23 I was a big booster for -- and I still am to a point --  
24 for Mr. Diamond's work. I think he is doing a good  
25 job, as far as bringing the buildings back.

1           But I was pretty disappointed when I heard that  
2 they were talking about doing this change, because I  
3 think that the original concept was exciting. And I  
4 don't feel that excited with breaking up the upper  
5 floor into so many units.

6           So that's my opinion on it.

7           MR. SHEFFIELD: Thank you, Mr. Petrucci.

8           If someone else on the Board would like to  
9 comment --

10          MR. DeLOACH: I spent 33 years of my working life  
11 on St. Johns Avenue in two different buildings. When  
12 we decided to build a new building and improve what we  
13 wanted to do, and we did most definitely do that, we  
14 didn't cut any corners anywhere. It paid off in the  
15 long run.

16          We tripled our business from moving from one  
17 building to another, by building a new building.

18          The other fact is I was born and raised in the  
19 Southside Historic District. I spent a lot of hours  
20 fishing on the St. Johns River.

21          But I think we're compromising what we agreed to  
22 do, to come here and to do this, and put things on the  
23 other end.

24          I am totally, one hundred percent against it.

25          Nothing against Mr. Diamond whatsoever.

1           I think we need to do what we originally planned  
2 to do.

3           If Mr. Diamond can't make that work with that, he  
4 needs to find a partner to make it work. And let's do  
5 what we agreed, what we thought we were going to do.  
6 And I'm for nothing less.

7           MR. SHEFFIELD: All right.

8           MR. HARWELL: And I -- you know, looking at this  
9 floorplan, it tells me -- you know, there is tale/tales  
10 when I see a floorplan. And this is a -- a -- not a  
11 good way out at all.

12           And you know, the thing with the windows, and some  
13 of the other answers I got, I wasn't -- I wasn't too  
14 happy with the quality of it.

15           And I agree with Mr. Bates, you know, there's --  
16 and some other people here that, you know, the quality  
17 of this, if it was -- they were to do it is not going  
18 to be very good.

19           And I -- I don't -- you know, I'm not so -- so  
20 much against the -- the increasing the units, but I am  
21 against the quality. And I don't think there's any way  
22 we can get the quality.

23           And as far as parking, you know, you're paying  
24 twenty-two hundred bucks a month for one of these  
25 places, you can't afford a car, so -- anyway, that's my

1 take on it.

2 MR. SHEFFIELD: Anyone else?

3 MR. KILLEBREW: I -- you know, as far as we were  
4 addressing the parking a while ago, a lot of the  
5 businesses that have left downtown right now, one  
6 reason they've left is because they can't bring the  
7 people in and park.

8 MRS. WILLIAMS: Park, exactly.

9 MR. KILLEBREW: They can't -- they don't have the  
10 people to come into the building -- to come in and  
11 park.

12 I'm not in favor of that building on Reid Street  
13 being used as residential. I think it needs to be used  
14 as commercial.

15 If everybody remembers, the last buildings to  
16 leave there were on that edge of the building. And I  
17 think that that needs to be -- I remember we were  
18 looking at drawings, and making them businesses in  
19 downtown. That's the most important thing, is bringing  
20 people downtown.

21 And as Mr. Bates -- Mr. Bates addressed a while  
22 ago, that's the last thing you see leaving Palatka, and  
23 it's the first thing you see coming into Palatka.

24 And if there's something there thriving -- and I  
25 understand trying to get people there, I totally get

1 that. But if there's something there thriving, they're  
2 going to go there's a reason to stop here, there's a  
3 reason to do something here.

4 Just like Mr. Spalding said, my Father had an  
5 office downtown, had two, matter of fact, in that 100  
6 Block. As a child growing up I have very fond memories  
7 of running up and down that block -- which has nothing  
8 to do with this. But you know, still, I mean I see  
9 that.

10 Where are you going to -- when you put commercial  
11 buildings in there -- and I guess I shouldn't ask a  
12 question that can't be answered to me -- but when you  
13 put commercial buildings downstairs, if you put  
14 restaurants, or whatever you're planning on putting in  
15 there, where are the trucks going to unload? Where are  
16 they -- are they going to block off Second Street? You  
17 know? Are they going to block off St. Johns Avenue?

18 These are just things that I have in my mind.

19 MR. HARWELL: These are questions that could have  
20 been answered in a thorough, detailed site plan -- just  
21 for the record.

22 MR. SHEFFIELD: Board Members, anyone --

23 MR. HOLMES: Mr. Chairman, to be clear now, you  
24 can base a denial -- of course, you can approve based  
25 upon a finding that it meets the criteria of a

1 conditional use, as allowed by our Code. And that --  
2 your Staff Report talks about those -- compatibility as  
3 one, the public safety and interest as another.

4 You can reject the conditional use. But not  
5 because you wish it was going to be high-end condos.

6 I mean this would be -- let's be fair about it,  
7 and be honest about it, you can't reject it because you  
8 think it should have been high-end condos.

9 You could reject it because you think that what's  
10 proposed is not compatible with surrounding uses --  
11 that the parking issue without allowance for any  
12 on-street -- or without allowance for any parking for  
13 commercial uses that are still to be determined on the  
14 first floor -- that that's not a -- not consistent with  
15 the public interest, or the public safety, or the  
16 public health. You can deny it, based upon that  
17 ground.

18 I just don't want us to get off on a tangent where  
19 we deny because we're mad at Mr. Diamond, or somebody's  
20 mad at Mr. Diamond because he's not putting condos in.  
21 That can't be the basis of a denial.

22 MR. SHEFFIELD: Thank you, Mr. Holmes.

23 I would remind the Board again, there's obviously  
24 a lot of emotions running in this, and we are here to  
25 approve or disapprove a conditional use application.

1           If a motion -- or when a motion is made, please be  
2 specific on what the -- if it is against the approval,  
3 that you state the reasons, so it does follow Mr.  
4 Holmes' recommendation, that it's because of a  
5 conditional use criteria, not because of emotion.

6           MR. DeLOACH: May I make a motion?

7           MR. SHEFFIELD: Please, Mr. DeLoach.

8           MR. DeLOACH: I make a motion that we deny this.  
9 We are overcrowding an area that's already crowded.  
10 Like I said, I was a downtown merchant for 33 years,  
11 and I know what it's like, and I know what people do,  
12 the off-street parking that we had. Everything about  
13 it just makes me -- I just think changes need to be  
14 made.

15           And I make a motion we deny.

16           MR. SHEFFIELD: And your motion is based on what?

17           MR. DeLOACH: Well, it's not to add more condos or  
18 not condos, or whatever you want to call them,  
19 apartments, or whatever, we're trying to add those  
20 downtown.

21           You put those in to make this project work, you're  
22 just -- you're overcrowding an already crowded area.  
23 And I don't think that was what was in the intent when  
24 we first -- when we first started all of this out.

25           MR. SHEFFIELD: Mr. Crowe, help us with this,

1           then, the --

2           MR. CROWE:  Mr. Chairman, and Mr. DeLoach, if I  
3           could, conditional uses are defined as uses that should  
4           be controlled as to their number and frequency.

5           I think that you could make an argument in this  
6           case -- and I'll ask Mr. Holmes what he thinks about  
7           this -- essentially that the frequency is too high,  
8           there is potentially too many of these units in one  
9           area, and you know, that -- it kind of drowns out  
10          (indiscernible) and overwhelms that particular block.

11          I think that would probably be an acceptable  
12          argument based on what I'm hearing.

13          (indiscernible)

14          MR. HOLMES:  And the parking would be  
15          (indiscernible) to that.

16          MR. SHEFFIELD:  Mr. DeLoach, does that fit?

17          MR. DeLOACH:  That works.

18          MRS. WILLIAMS:  I second.

19          MR. SHEFFIELD:  Okay.  So we have a motion to deny  
20          based on the frequency -- or the number of units, as  
21          you --

22          MRS. WILLIAMS:  And I second.

23          MR. KILLEBREW:  I second.

24          MR. SHEFFIELD:  We have a motion and a second --  
25          Mr. Killebrew seconded it.

1           Is there any further discussion, Board?

2           (No response)

3           MR. SHEFFIELD: Hearing none, all those in favor,  
4 signify by saying aye.

5           BOARD MEMBERS: Aye.

6           MR. SHEFFIELD: All those opposed?

7           Aye.

8           MR. HOLMES: So that was a -- a seven to one vote  
9 in favor of denial.

10          MR. SHEFFIELD: Seven to -- in favor of denial.

11          Thank you, gentlemen.

12          (End of recording.)

13

14

15

16

17

18

19

20

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T E

STATE OF FLORIDA )  
COUNTY OF PUTNAM )

I, Vicki E. Vaughn-Mast, RPR, Stenographic Court Reporter, do hereby certify that I was authorized to and did stenographically report the foregoing proceedings before the Planning Board of the City of Palatka; Case Number 16-16; that a review of the transcript was not requested; and that the foregoing pages, numbered 1 through 99, inclusive, constitute a true and correct record of the testimony given by said witness, to the best of my ability.

I FURTHER CERTIFY that I am not a relative or employee or attorney or counsel of any of the parties hereto, nor a relative or employee of such attorney or counsel, nor am I financially interested in the action.

WITNESS MY HAND AND OFFICIAL SEAL this 20th day of May, 2016, at Palatka, Putnam County, Florida.

\_\_\_\_\_  
VICKI E. VAUGHN-MAST, RPR

\* \* \* \* \* **FINAL TRANSCRIPT** \* \* \* \* \*

**CITY OF PALATKA**  
**PLANNING BOARD MINUTES**  
May 3, 2016



Proceedings of a regular meeting of the Palatka Planning Board held on the 3<sup>rd</sup> day of May, 2016.

Call to Order: 4:00 p.m.

Members present: Chairman Daniel Sheffield, Earl Wallace, Tammy Williams, Joseph Petrucci, George DeLoach, Joe Pickens, Skip Harwell, Edie Wilson and Ed Killebrew.

Staff present: Planning Director, Thad Crowe; Recording Secretary, Pam Sprouse and City Attorney, Donald Holmes.

**Case 16-16** Request for a conditional use for multi-family development with more than three units in DR (Downtown Riverfront) zoning district.

**Location:** Parcel #42-10-27-6850-0020-0010 (a.k.a. "Century Block" or "100 Block")

**Applicant:** Riverside Development Group LLC

Mr. Pickens disclosed ex parte communication with Mr. Diamond and others both opposed to and in support of the project. He stated he has consulted with City Attorney Don Holmes and with internal and external counsel for the College, and that while neither he nor the College would benefit from this development, nor does the College have any involvement with Mr. Diamond, there is the possibility that this may be student housing. As he is the president of St. Johns River State College, his participation could make the decision appealable, and he does not want to put the Board in that position.

Mr. Pickens then left the dais and the meeting. A quorum of members remained.

Mr. Crowe proceeded to give a power point presentation. He described the location of the project in the downtown riverfront area and noted that the properties were sold to the Applicant, Mr. Diamond, in 2014 after having been purchased by the City in the late 20<sup>th</sup> Century for the purpose of downtown redevelopment. The current Downtown Riverfront Zoning requires conditional use approval for more than two residential units per property/building, which would allow for eight units over the four buildings. The Applicant is requesting a conditional use permit to construct 19 units, including four first-floor units along Reid Street. Other first-floor space would be retail or restaurant.

Mr. Crowe showed the Board pictures of the current building exteriors, which are currently under renovation, and the proposed exterior appearances upon project completion. He then reviewed the conditional use review criteria as follows:

Evaluation criterion # 1 requires general compliance with Comprehensive Plan. This application is supported by a Future Land Use Element objective and several policies promoting infill and mixed-use development in the downtown. He said that the application does not conflict with the Plan – residential uses are allowable in the Future Land Use Map and zoning categories, and the project does not conflict with the goals, objectives, and policies of the Plan.

Evaluation criteria # 2 and 3 are concerned with ingress and egress and parking. Residential projects downtown receive a credit for the first three units, and the rest require two parking spaces for each unit. This results in 32 required parking spaces, and the parking lot includes 35 spaces. Therefore minimum parking

standards are met. In addition, there are more than 200 on-street and other public parking available within 2 blocks of the project.

Evaluation criterion # 4 requires screened refuse areas, which the project provides. Evaluation criterion # 5 requires that utilities are available, and they are. Evaluation criterion # 7 deals with screening and buffering, and the project (and downtown) is exempt from such requirements. Evaluation criterion # 8 deals with signs – no signs are proposed at this time and any future signage must comply with the Sign and Zoning Codes. Evaluation criterion # 9 deals with required yards and open space, and the downtown is exempt from these standards.

Mr. Crowe presented the following Staff recommendations for the conditional use approval:

1. Recommend approval for 18 upper-floor units subject to and conforming to the site plan, floor plan, and elevations.
2. Future minor changes shall be approved by staff, with major changes requiring board approval through the conditional use permit process.
3. Major changes include increases or decreases in unit square footage that exceeds 10%; removal of kitchens, bathrooms, and other rooms; changes in the appearance of windows, doors, and exterior materials.
4. First-floor residential uses shall be prohibited.
5. Future conversion to owner-occupied condominium units shall be allowed as a minor change.
6. Balconies shall be kept free of visual clutter including towels, grills, and other items, with the exception of patio furniture.
7. Upper-floor windows must have unified/similar window coverings (blinds or curtains only), unified to each building or to all buildings.
8. Building grounds shall be kept neat and orderly, with items stored outside being secured within areas screened from public view.
9. All other applicable standards of the Municipal Code must be met, including any building or fire code life and safety requirements.

Chairman Sheffield asked Mr. Holmes to clarify the relevance of the sales contract requirement that First-floor residential uses are not allowed. Mr. Holmes answered that this private contract is not relevant, and the Board should focus on the zoning standards before them.

Ms. Wilson asked for clarification on the floor plans layout. Mr. Crowe described the layout with front door locations, bedrooms, kitchen, and common living area, noting they are all two-bedroom units with a kitchen, and each bedroom has a bathroom associated with it. He confirmed the Staff recommendation would allow up to 18 units, all on upper floors.

Mr. Petrucci asked if the parking behind the building was public parking, and if this had been sold to the developer. Mr. Crowe answered yes; the Applicant purchased around half of the parking lot with 35 parking spaces.

#### **APPLICANT PRESENTATION:**

Michael Woodward, Esquire, 501 Atlantic Ave. Interlachen, Counsel for the applicant, said that the Comprehensive Plan allows a lot of residential in the downtown. Residential uses are allowed at an overall density of 20 units per acre. The City's vision is a lot of people living amongst the commercial uses, to help support those commercial uses. This modest proposal is consistent with the Plan's vision. Downtown Riverfront zoning (Sec. 94-161) permitted principal uses include residential uses, subject to development standards. The development standards note that residential shall be above the First-floor on St. Johns Ave. This was a conscious decision by the City to only make this prohibition applicable to St. Johns Ave., not other areas. The

density is not calculated on a per-lot basis, but for the whole downtown area, which envisions thousands of future downtown residential units. He stated he believes this application is in keeping with this vision of multiple residential units.

Mr. Woodward said the Applicant does not know if the northernmost building will be commercial or residential on the first-floor, until the City Commission responds to the request to amend the contract to allow for first-floor residential uses in this building. He noted that there is no prohibition in the language of the agreement, but the site plan associated with the agreement specifies first-floor commercial in this building. He said they all would prefer commercial, but it does not make sense to have more empty commercial space as there is around a 33% downtown vacancy rate. Getting people to live in the buildings will attract commercial uses, much like a “chicken and egg” situation. Mr. Woodward noted that the Staff Report clarified that the Comprehensive Plan actively supported this project through several policies in the Future Land Use Element. In zoning terms the project units are classified as residential units, not student housing. The units may be rented to students, but they are not dormitories, as they have their own kitchens and are independent units. Some renters may be professionals. He agreed with Staff’s comment that it was important to bring more residential units downtown to provide for more vitality and support of commercial uses. He emphasized that the request was not for 19 units, but for an additional 11 units on top of the eight that were already allowed by right.

Mr. Woodward noted that Staff recognized that the prohibition of first-floor units was directed at St. Johns Avenue, but believed it was applicable in this case because of the similar nature of the buildings. He said that he appreciates the thoroughness of Mr. Crowe’s staff reports, and noted they have been very educational. He emphasized that the City Commission had limited this prohibition to St. Johns Avenue; therefore he believes that Mr. Crowe was going beyond this intent. Mr. Woodward stated and confirmed that the Applicant was prepared to accept all conditions except for the first-floor prohibition of residential uses, and asked that the City Commission be allowed to make that particular determination.

Mr. Petrucci expressed a concern that the project now had a lower standard, as the initial intent of luxury condominiums has been changed to smaller rental apartments. Mr. Woodward said it was a market decision, but emphasized that these are not low-rent apartments as the rent will be as high as \$2,500 per month.

Mr. Killebrew asked why they wanted 117-119 N. 2<sup>nd</sup> St. to be all residential including four first-floor residential units. Mr. Woodward said that they need a higher number of residential units to make the project work, and noted again the high commercial vacancy rate. Mr. Killebrew asked if the high visibility of the property would make it more leasable for commercial uses. Mr. Woodward answered that there may be a future conversion of these units to commercial when the market calls for it, and added that the building does not have much of a “face” on Reid St.

Joseph C. “Corky” Diamond, Developer, Riverfront Development Group, LLC, said that they have had no success in securing lessees for the commercial space so far, that the market is not there. They now want to construct residential units which can be converted into commercial space in the future. The luxury condos would not work, as the price point did not work, due to the lower housing values in the City and County.

Ms. Wilson asked if the kitchens would be shared by multiple units. Mr. Diamond described the floor plan arrangement and noted that each two-bedroom apartment would have its own full kitchen, “grandiose” living area, and private baths. He added that the Snow Building does not even need conditional use approval since it only contains two units. Chairman Sheffield asked for clarification on the numbers of units. Mr. Diamond stated he proposes 15 upper-floor units, all connected by a central hallway, and the four first-floor units for a total of 19 units. As to the expectation was for the number of occupants, Mr. Diamond said it could be one person per bedroom, or two. Mr. Woodward confirmed this. Mr. Petrucci asked if the Fire Marshal has determined the occupancy allowance, and Mr. Diamond said he has.

As to Mr. Harwell's questions concerning life-safety and fire-rating for stairwells, Mr. Diamond said the whole building would be outfitted with sprinklers and the stairwells would be open. Mr. Harwell said he could not determine the quality of the units from what has been shown, and stated concerns with the exterior architecture and window heads. Mr. Diamond explained all the windows had to be retrofitted to meet code and wind load factors. They are currently installing custom louvers to go over them, similar to what is on the west side of the Winegar building. As to quality, they would compare these rental units with any rental suites in Putnam County and encourages anyone to come to their office to view them. The exterior finishes will mirror the 1885 design. As to original openings, Mr. Diamond said that there were no openings on the east elevations of the Moragne as the Snow building was next to it, which has since been demolished and re-built as it was unsafe. All of the openings of the Bailey building are identical to the original windows other than those refortified on the first-floor. The Winegar elevations are also the same as the original windows on that building. They are working diligently with Building and Zoning staff to make sure the buildings look as good as they can.

Mr. Holmes stated for the record that concerns that about design can be somewhat relevant, but the focus should be on the effects of the project on public health and safety and also compatibility in terms of exceeding the number of residential units allowed by right. Mr. Harwell asked if the Downtown design standards should be a consideration for the Board. Mr. Crowe advised that the Downtown overlay standards mostly apply to the core, which only includes buildings fronting on St. Johns Avenue, including just the Moragne Building in this case. Outside of the core area, the design standards apply only to new construction and some landscaping requirements. Staff has reviewed the Overlay standards with the applicant, and compliance is reviewed during the building design/permit process.

Mr. Harwell asked what type of glazing/framing was intended for the first-floors. Mr. Diamond said that there will be some storefronts, but that there will be a mix. Mr. Holmes said the conditional use that is being applied for has to do with a balance of the multi-family uses in the buildings and the area. The focus should really be on the conditional use criteria as they relate to the request, which is to increase the multifamily component from two units to more than two units per building. He advised against spending a lot of time on the record on an issue that a court might view that as clouding the issues that a decision may have been based upon. Mr. Holmes cautioned against going into great depth on appearance, other than the perspective of visual compatibility, which is a broad factor. Since these buildings are not designated as historic buildings, then historic design criteria is not really in play.

To answer Mr. Holmes' question on size of the units, Mr. Diamond said the smallest was 685 SF and the largest unit is about 800 SF. Mr. Woodward added that the applicable development standard calls for a minimum of 650 SF for a two bedroom dwelling unit, which these units exceed.

Mr. Killebrew asked if the residential entrance stairwells would be open to people coming off the street. Mr. Diamond said no, they would have doors with card readers. There will be 16 security cameras that will have a panorama of about 300 yards, tied into the Police Department.

As to the number of condos originally planned, Mr. Diamond stated that originally nine high-end condos were planned for the second and third floors. After two years of trying to secure the commercial and retail space, they came to the conclusion that this arrangement of uses was the way this building will be a success from a business standpoint.

As to Mr. Harwell's question, Mr. Diamond said the upstairs ceiling height would be 10 feet and downstairs ceiling height will be 12 feet high. He added that they hope to restore the Moragne Building skylight, they discovered rot in it but are hoping to save it.

**PUBLIC COMMENT:**

Ben Bates, 3400 Crill Ave., said he is very interested in the betterment and growth of Putnam County but he does not believe that this project is located in the right place. The taxpayers have paid \$3 to \$5 million to purchase the riverfront property. The public was promised a motel with a meeting space for mini conventions and a restaurant to draw people into the community to enjoy our downtown area and encourage growth. Instead we have a motel that doesn't even consider the riverfront. As a realtor, he questioned the validity of a luxury apartment with only 685 square feet priced at \$2,250 per month. Considering the rent, all you can do is to limit the number of persons per bedrooms. So with 19 units that is 38 bedrooms, and with two persons per bedroom, that is 76 people. Instead of a nice condominium with 8 units, they now proposes a much denser project.

Mr. Bates said that he believed this was actually just one unit, since all units were connected and on one parcel. This means that the city ordinance is violated since the core standards would be in effect with no First-floor residential. The City would be policing balconies. There are no multi-family uses in the area, so this is not compatible with the older downtown area. The third issue is parking. With 78 potential people there will be no parking left for the remaining commercial property. Mr. Bates concluded that they had the right to build eight units, and that is the most that should be allowed.

Mr. Holmes asked Mr. Bates what he did for a living, and for how long. Mr. Bates answered that he was a real estate broker, for 41 years. Mr. Holmes asked him if he was familiar with the rental market in Putnam County. Mr. Bates said yes, very much so. Mr. Holmes asked if a 685 square foot apartment renting for \$2,200 a month was realistic. Mr. Bates said it was not. Mr. Holmes asked how that squared with the local market. Mr. Bates answered that a similar unit of that size would rent for \$600 to \$700 a month. Mr. Bates said his only interest is in the betterment of the downtown. This is the first thing you will see when you come into town and the City will have to "police" the balconies. "Something" is not always better than "nothing."

Mr. Woodward asked if he could respond. The Chairman stated they are only taking public input at this time.

Terry Turner, San Mateo, said the intent of the Comprehensive Plan was not to support residential uses of this high density. It is pertinent to talk about the contract between the City and the developer. Originally the debate concerned whether to demolish the buildings or restore them. If the developer had originally proposed high density rentals, it is likely the City would not have agreed to the development. The City provided incentives in the form of taxpayer dollars. Now the developer is saying the same thing that the people on the "demolition" side were saying, that it would be wonderful to restore the buildings, but the dollars just don't work. You can't sell a condo in downtown Palatka for \$400,000 when there are waterfront condos across the river selling for \$89,000-\$95,000. Now the developer is asking to raise the density and lower the quality, while renting them for \$2,200. The Board just heard an expert say this was not realistic. Professionals working for Georgia Pacific or the water management district can rent something for half that price that is twice as good somewhere else in the County. The original proposal was high end residential over commercial, and now it is low end and dense residential, including now some first-floor units. You cannot legislate how many people will live in the apartments. Absentee landlords will put as many people in them as they can. They only care about their bottom line and not about the revitalization of downtown. He noted he originally advocated for demolition.

Mr. Turner concurred that the Overlay core appearance standards should apply to all the buildings and asked why this wasn't the case. He noted parking has always been an issue. He questioned how building permits were issued prior to zoning approval.

As to Overlay core appearance, Mr. Crowe answered that at the time the project was initiated the buildings were on four separate parcels and for consistency and vesting purposes they have continued to be treated this way even after they were combined to one parcel. The DR zoning applies the two-unit limit to buildings, not parcels. He added that the other buildings would have to meet the Major Thoroughfare design standards just like any

other project in terms of required 15% windows and other elements, which he believes they meet now. As to what would make the City consider this “one building,” Mr. Crowe said if the Applicant had come in after the parcels had been combined, it probably would have been considered one parcel and building, particularly if the buildings were connected. He emphasized that this was a matter of project vesting.

Dan Martinez, 320 Round Lake Rd., Palatka, said he agreed with Mr. Bates and Mr. Turner that the original plan was for eight condos and retail downstairs, for disposable income and permanent residents, to build up the downtown area. These renters will be transient residents who will have no interest in the City or County, with little disposable income. He urged the Board to leave the development with the original plan.

Carl Beck, 275 River Dr., East Palatka, said he is one of the largest taxpayers in the City. He concurred with Mr. Bates’ and Turner’s statements, saying he was originally in favor of demolition. This project is detrimental to the City. He has invested his life and everything he has into this City. He urged to Board to deny the request.

Wayne McClain, 285 West River Rd., said he is opposed to this change. He was also disappointed on how the hotel turned out. He was excited about Mr. Diamond’s original concept of 8 condos and 1<sup>st</sup> floor commercial.

There being no further public comment offered, Chairman Sheffield allowed Mr. Woodward to respond.

Mr. Woodward said he understood people’s disappointment in the project changing from its original status. He and his client share that disappointment and now must do what it takes to make the project work. They plan to limit each bedroom to no more than two persons, and the City could make that restriction. As for the higher rent for smaller size units, he said that Mr. Bates did not consider the spectacular river view. They plan to rent the apartments out to a variety of people, students and others. He said he was hearing a rear guard action against this entire project, and that some people are still fighting the fight to tear the buildings down. The community needs to now move forward and utilize the buildings in the existing market perspective. As to the anti-balcony clutter, this is a condition they are willing to accept, and the landlord will enforce this along with the neat grounds requirement. These conditions would be written into the rental agreements, and if they were not enforced, then the City could initiate code enforcement action. Another important condition that they accept is that all applicable Municipal Code standards must be met, including building code life and safety standards. He said this discussion was outside the scope of what was before the Board. The Board is being asked to consider whether or not the conditional use meets the criteria, not whether the project a good idea, will the rooms get rented, who is going to rent them. He believes the project does meet the criteria, and the only question is whether the Planning Board wants to deal with the first-floor residential prohibition, or do they want to leave that decision to the City Commission through the contract amendment change request.

Marc Spalding, 1900 Moseley Ave., said limiting the number of persons per bedroom does not change the fact that they want permission to house 76 residents there, which would not benefit downtown. He, too, has a history with these buildings as his father’s business was there. He agreed with Mr. Bates’ and Mr. Turner’s comments.

Chairman Sheffield closed the public comment portion of the meeting.

Mr. Holmes said that he was not arguing in favor or against the request. To clarify, the first-floor prohibition was appropriate for the Board’s consideration. Leaving that decision up to the City Commission would abdicate the Board’s responsibility to consider compatibility in light of the allowable first-floor uses.

As to treating the property as four parcels instead of one, Mr. Holmes noted Staff said that they treated the property as four parcels since the initial request involved four buildings, each on a separate parcel. Mr. Holmes said that the case could also be made that since the project was one parcel and building when the conditional use application was made, then it should be limited to two units only. He said the Applicant is getting a benefit from

Staff by this interpretation. He said that he didn't know how that would work for the parking, since the parking is all on one parcel and he wasn't sure how the parking spaces would be assigned to the separate parcels/buildings. He said it appeared that the project was being treated as a "blend" – four separate parcels were considered for purposes of unit entitlement, and one parcel was considered for project parking. He said while the ordinance that prohibits First-floor residential technically applies to St. Johns Ave. building frontage, it was appropriate for Staff to address this prohibition throughout the compatibility criterion.

Mr. Petrucci said he did not agree that first-floor residential is compatible with the area as there are no other first-floor residential in the downtown area, at least not until you are past 9<sup>th</sup> St. As to his question regarding consideration for residential as well as commercial parking needs, Mr. Crowe responded that Staff looked at minimum parking requirements as a starting point. He agreed that using the parking for the residential uses would take away from commercial parking, but noted there are over 200 public parking spaces within two blocks of the project site. He said this is a downtown area where people sometimes cannot park immediately in front of businesses, but have to walk a block or two. There would be an impact on parking, but he did not believe it would be a "fatal blow" for the businesses in the vicinity, including the proposed first-floor commercial. Commercial uses are exempt from minimum parking requirements, which is why the City has made an effort to maximize public parking through on-street and small lot parking. Mr. Petrucci stated the small size of the apartments would make them difficult to rent, and students could not afford the high rent. The proposed project would more than likely result in transient rentals, people who had no ties to the area and would not have a vested interest in the City. He supports the work Mr. Diamond has done, but was disappointed in this change, because the original concept was exciting and this concept of many units is not.

Mr. DeLoach said he worked on St. Johns Avenue for 33 years. During that time his business built a new building. They did not cut any corners, and it paid off as they tripled their business. He was born and raised in the South Historic District and is worried that this would compromise their goals. He is 100% against it. If Mr. Diamond cannot make the original premise work, he should find a partner who can help him achieve that goal.

Mr. Harwell said that the floor plan tells him that this is not a good layout, and he was not happy with the quality of the windows. He agreed with Mr. Bates that the quality of the project is not very good. He is not against increasing the units, but is against the poor quality. He said with the high rent you could not afford a car.

Mr. Killebrew said that a lot of the businesses left the downtown because of lack of convenient parking. He is against the first-floor residential, and reminded the Board that the last commercial uses to leave the buildings were on that Reid St. end. This is the most important and visible location in downtown. The buildings need to have a thriving appearance. His father also had offices in this building, and he has a strong connection to the properties. He asked if delivery trucks will park on and block 2<sup>nd</sup> Street when loading and unloading.

Mr. Harwell noted these are questions that could have been answered in a thorough and detailed site plan.

Mr. Holmes said that the Board can consider this based on meeting the criteria. They can also reject the project, but not on the fact that it is not high end condos. They could reject the project based on the finding that it was not compatible with this part of downtown. The parking problems could also be a basis for denial. Chairman Sheffield noted the decision must be made based on findings pertaining to the conditional use criteria. He said that when a motion was made, specificity was required regarding such findings.

Mr. DeLoach moved to deny the request, based upon the conditional use definition pertaining to the number and frequency of uses, in this case that being a too-high concentration of units in one small area which overwhelms this block, noting that the project would overcrowd an already overcrowded area and off-street parking supply would be negatively impacted. Mr. Wallace seconded the motion. There being no further discussion, a vote was taken and the motion passed with seven in favor and one opposed, opposed by Chairman Sheffield.

# Case 16-16

Request for a Conditional Use for Multi-Family Dwelling Units  
100 Block N. 2<sup>nd</sup> St. (Riverfront Square)

## STAFF REPORT

**DATE:** April 25, 2016

**TO:** Planning Board members

**FROM:** Thad Crowe, AICP  
Planning Director

### APPLICATION REQUEST

A conditional use to allow multi-family uses in the Downtown Riverfront (DR) zoning district. Public notice included newspaper advertisement, property posting, and letters to nearby property owners (within 150 feet).



Figure 1: property location

### APPLICATION BACKGROUND

Known for many years as the “100 Block,” these were under vacant and under City ownership from the early 1990s until 2014, when they were sold to the Riverfront Square development corporation. The 100 block includes four buildings with the following addresses from south (St. Johns Ave.) to north (Reid St.): 122-126 St. Johns Ave. (Moragne Building), 107-109 N. 2<sup>nd</sup> St. (Snow Building), 111-115 N. 2<sup>nd</sup> St. (Bailey Building), and 117-119 N. 2<sup>nd</sup> St. (Winegar Building). With the exception of the Bailey Building, all buildings were constructed

in 1885 (the Bailey Building dates back to around 1915). The buildings are not in an historic district, but are eligible for local and National Register historic designation.

The Applicant initially marketed the upper floor space for higher-end condominiums, but indicated a lack of success in securing buyers. This application would allow the use of upper floors for each building for greater than two residential units (two units would be allowed by right for each building). The purchase and sales agreement between the City and Riverfront Square did not specify land use and zoning constraints other than the requirement that first floor uses be "Commercial/Retail" and second and third floor uses be "Residential." Other than that, uses in the buildings must conform to current zoning.



Figure 2: Riverfront Square from Reid St./US 17 (above)



Figure 3: Riverfront Square from N. 2<sup>nd</sup> St. (left)



Figure 4: Riverfront Sq. from S. 2<sup>nd</sup> St. (left, below)



Figure 5: Elevations (west side)



Figure 6: Elevations (south side)

Figure 7: Elevations (north side)



Figure 7: Elevations (east side)





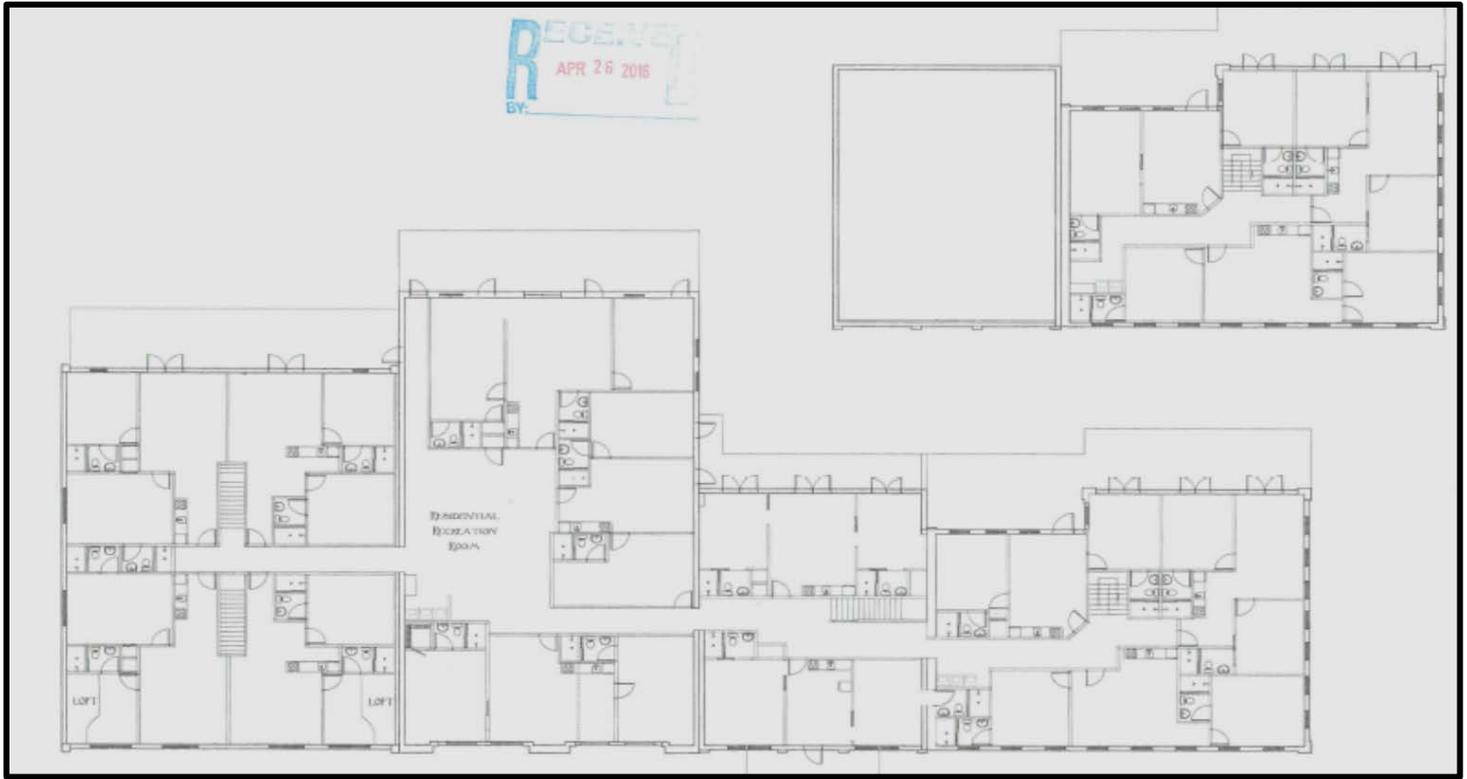


Figure 10: 2<sup>nd</sup> & 3<sup>rd</sup> floor plans (above)

Figure 11: (1<sup>st</sup> floor plans (below)



**PROJECT ANALYSIS**

Per Section 94-200(c)(3) the Planning Board shall also review conditional use applications using the following criteria.

a. *Compliance with all applicable elements of the comprehensive plan.*

Staff comment: the following comprehensive plan objectives and policies support this application, pertaining to promoting infill development and supporting mixed-use development in the downtown.

**Objective A.1.6**

*Upon Plan adoption, the City shall discourage urban sprawl. Land Development Regulations shall be adopted that implement the following policies:*

**Policy A.1.6.1**

*Provide incentives which direct development to infill in areas of the City with in-place water/sewer lines and paved road. These incentives may include, but not be limited to providing additional permitted land uses through special use designations under the City Zoning Code such as approved "mother-in-law" units with separate kitchens or home office operations for limited business activities.*

**Policy A.1.6.2**

*Minimize scattered and highway strip commercial by directing commercial development to occur in a planned and compact manner through in-filling within already developed commercial areas as identified on the Future Land Use Map.*

**Policy A.1.9.3**

*Land Development Regulations adopted, to implement this Plan shall be based on the following land use standards:*

2. Commercial (1,210 acres)

*Land designated for commercial use is intended for activities that are predominantly associated with the sale, rental, and distribution of products or the performance of service. Commercial land use includes offices, retail, lodging, restaurants, services, commercial parks, shopping centers, or other similar business activities. Public/Institutional uses and recreational uses are allowed within the commercial land use category. Residential uses are allowed within Downtown zoning districts, at an overall density of 20 units per acre and are subject to additional project density, design and locational standards set forth in these zoning districts (Ordinance # 11-22). The intensity of commercial use, as measured by impervious surface, should not exceed 70 percent of the parcel and a floor area ratio of 1.5, except that a floor area ratio of up to 4.0 is allowed in downtown zoning districts. Intensity may be further limited by intensity standards of the Zoning Code. Land Development Regulations shall provide requirements for buffering commercial land uses (i.e., sight access, noise) from adjacent land uses of lesser density or intensity of use. See Policy A.1.3.2.*

Staff initially and preliminarily determined that the residential units would be classified as student housing. However the Zoning Code only references this type of use as an ancillary use of a the principal use of a college in the PBG-1 zoning district, not as a separate and distinct use. In terms of Zoning Code definitions, the proposed use meets the definition of a multiple-family dwelling unit, with each unit constituting “a separate, independent housekeeping establishment,” rented for longer than one week, containing a full kitchen, and including sleeping and sanitary facilities. The Zoning Code does not recognize or prohibit the sharing of bedrooms, which is one indicator of student housing/dormitories. The Code also does not distinguish between owner-occupied and rental-occupied multi-family housing.

- b. Ingress and egress to property and proposed structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow and control, and access in case of fire or catastrophe.
- c. Off-street parking and loading areas, where required, with particular attention to the items mentioned in subsection (4)b of this section and the economic, noise, glare or odor effects of the special exception on adjoining properties and properties generally in the district.



Staff comment: in downtown zoning districts the first three residential units are exempted from required minimum parking. The project proposes 19 units, therefore parking is required for 16 units. Zoning Code Sec. 94-262 requires two spaces for each dwelling unit, meaning that 32 spaces are required. As seen in Figure 1, Riverfront Square owns 35 parking spaces in the parking lot behind the River Center, therefore by Code the parking is sufficient for the proposed uses. While the project does meet Code minimum parking and as Figure 9 indicates there are nearby public parking areas, the impact of 30 to 50 residents and their cars will probably tie up the

Figure 12: vicinity public parking

parking lot and lessen available parking for future Riverfront Square commercial uses, as well as nearby commercial uses. While Staff does not recommend it, the Planning Board has the ability to limit the frequency and number of residential uses in this case based on concerns about parking impacts.

- d. Refuse and service areas, with particular reference to the items mentioned in subsections (4)b and c of this section.

Staff comment: Figure 9 shows a screened dumpster located in the southern parking row.

e. *Utilities, with reference to location, availability and compatibility.*

Staff comment: the site is fully served by utilities.

f. *Screening and buffering, with reference to type, dimensions and character.*

Staff comment: the downtown area is exempt from landscaping and buffering requirements.

g. *Signs, if any, and proposed exterior lighting, with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district.*

Staff comment: new signage and lighting must be in keeping with Zoning Code requirements.

h. *Required yards and other open space.*

Staff comment: not applicable.

i. *General compatibility with adjacent properties and other property in the district.*

Staff comment: in terms of the Zoning Code, the proposed uses are multi-family, as are owner-occupied condominiums. However in the more finely grained Conditional Use analysis, the Board can consider subsets of the more general multi-family group. There would be different impacts associated with student rentals than with condominiums. While some might prefer the latter use, Staff cannot provide any data proving that rental apartments or even student rental housing would present compatibility problems to the downtown area. Staff believes it is important to increase the mixed-use nature of downtown through more housing, which will bring more life and vitality to Downtown. More people living downtown equates to more shoppers and activities. There are several other similar upper-floor residential apartments already existing downtown, in the 200 block and 900 block, which have not had negative impacts on surrounding uses. Staff's principal concern is the appearance of the properties, given their high visibility from the riverfront and from the city's main southern gateway, the St. Johns River Memorial Bridge (US 17). For this reason, Staff recommends a prohibition on visual clutter on balconies and the grounds, and also a requirement for unified and attractive window coverings.

The other element of compatibility pertains to building architecture. The Downtown Zoning Overlay calls for "exterior alterations to be in keeping with the materials and appearance of historic downtown Palatka as represented by the period of significance between the 1880s and 1940s." The Applicant has designed the exterior of the buildings to be in keeping with original features, particularly windows and doors, and has added balconies to several facades. The balconies are historically appropriate and would have been utilized during historic times, and they also add an attractive element to the buildings.

The final area of concern in terms of compatibility is the Applicant's proposal to utilize the first floor of 117-119 N. 2<sup>nd</sup> St., which is the building fronting on Reid St. Aside from being prohibited in the Purchase and Sales Agreement, Staff does not support this, as historic downtown first floors are more appropriately occupied by commercial uses, which promotes pedestrian flow and interest. While the prohibition of first floor residential uses is applicable to buildings fronting on St. Johns Ave., Staff recommends that it should also apply to similar mixed-use areas such as the 100 block of N. 2<sup>nd</sup> St.

j. Any special requirements set out in the schedule of district regulations for the particular use involved.

Staff comment: not applicable.

k. The recommendation and any special requirements of the historic preservation board for uses within the HD zoning district.

Staff comment: not applicable.

*Granting the conditional use will not adversely impact the public interest.*

Staff comment: with the recommended conditions, Staff believes that the conditional use will not adversely impact the public interest.

### **STAFF RECOMMENDATION**

On the whole and with recommended conditions, the application meets the intent of the conditional use criteria. Staff recommends approval of the application to allow for the proposed 16 upper-floor only residential apartments and recommends that total units not exceed 18 upper floor apartment units, located within the existing four buildings in the 100 Block of N. 2<sup>nd</sup> St., with the following conditions.

1. Use is approved subject to and conforming with the site plan, floor plan, and elevations. Minor changes may be approved by Staff, with major changes requiring Board approval through the Conditional Use permit process. Major changes include increases or decreases in unit square footage that exceeds 10%; removal of kitchens, bathrooms, and other rooms; changes in the appearance of windows, doors, and exterior materials.
2. First-floor residential uses are prohibited.
3. Future conversion to owner-occupied condominium units is allowed as a minor change.
4. Balconies must be kept free of visual clutter including towels, grills, and other items, with the exception of patio furniture.
5. Upper-floor windows must have unified/similar window coverings (blinds or curtains only), unified to each building or to all buildings.
6. Building grounds must be kept neat and orderly, with any items stored outside being secured within areas that are screened from public view.
7. All other applicable standards of the Municipal Code must be met, including any Building or Fire Code life and safety requirements.

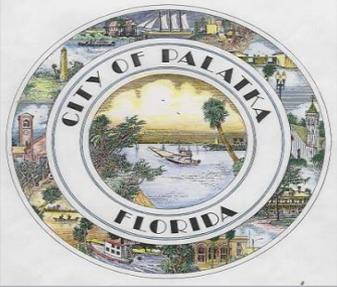
ATTACHMENTS:      APPLICANT JUSTIFICATION STATEMENT

## 94-149 JUSTIFICATION STATEMENT

Per the Palatka Comp Plan/Flu Element \*, and Ordinance No. 14-09, which includes as an integral part of permitted uses, Exhibit A to Ordinance 14-09, Sec. 94-149 (b) " Permitted Principal Uses" and Sec. 94-149 (b) (5) "Residential Uses", subject to development standards of this section, Sec. 94-149 (g) (2), residential uses are permitted in the DR Zoning.

\*Excerpt from Palatka Comp Plan/Flu Element

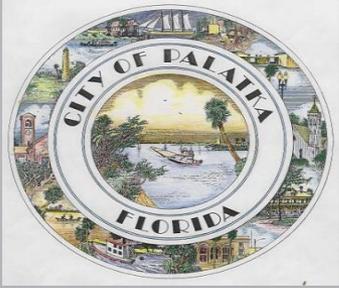
"..Residential uses are allowed within downtown zoning districts, at an overall density of 20 units per acre and subject to additional project density, design, and location standards set forth in these zoning Districts (Ordinance #11-22)



# CASE 16-16

Conditional Use for Multi-Family-- Riverfront Sq.

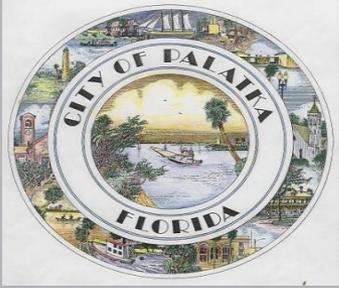




# CASE 16-16

## Conditional Use for Multi-Family-- Riverfront Sq.

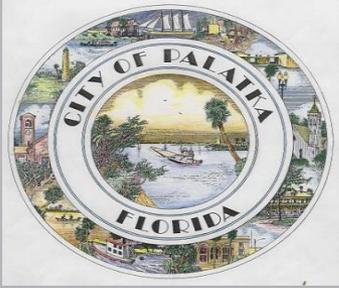
- HISTORIC BUILDINGS (NOT LOCALLY DESIGNATED)
- CITY-OWNED, SOLD IN 2014 TO PRIVATE INTEREST
- M.F. IN DR ZONING - C.U. REQUIRED WHEN 3+ UNITS REQUESTED
- EACH BUILDING/PARCEL HAS 3+ UNITS
- 19 TOTAL PROPOSED, 16 UPPER FLOOR, THREE ON 1<sup>ST</sup> FLOOR
- MIXED USE PROJECT INCLUDING GROUND FLOOR RETAIL



# CASE 16-16

Conditional Use for Multi-Family-- Riverfront Sq.

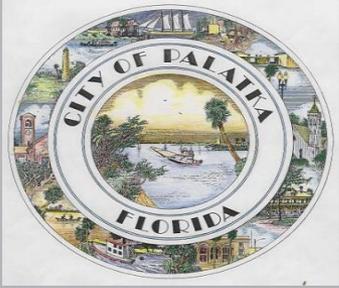




# CASE 16-16

Conditional Use for Multi-Family-- Riverfront Sq.

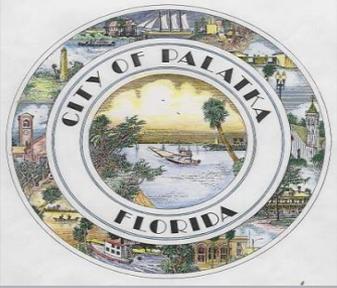




# CASE 16-16

Conditional Use for Multi-Family-- Riverfront Sq.





# CASE 16-16

Conditional Use for Multi-Family-- Riverfront Sq.

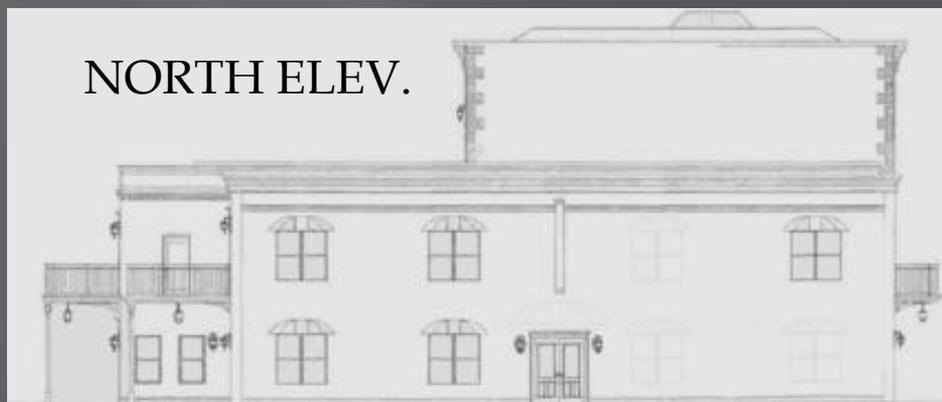
WEST ELEV.

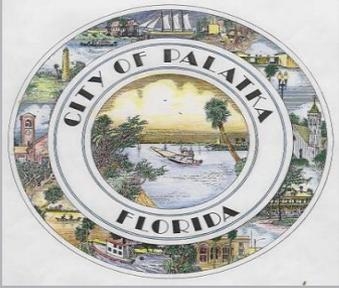


SOUTH ELEV.



NORTH ELEV.

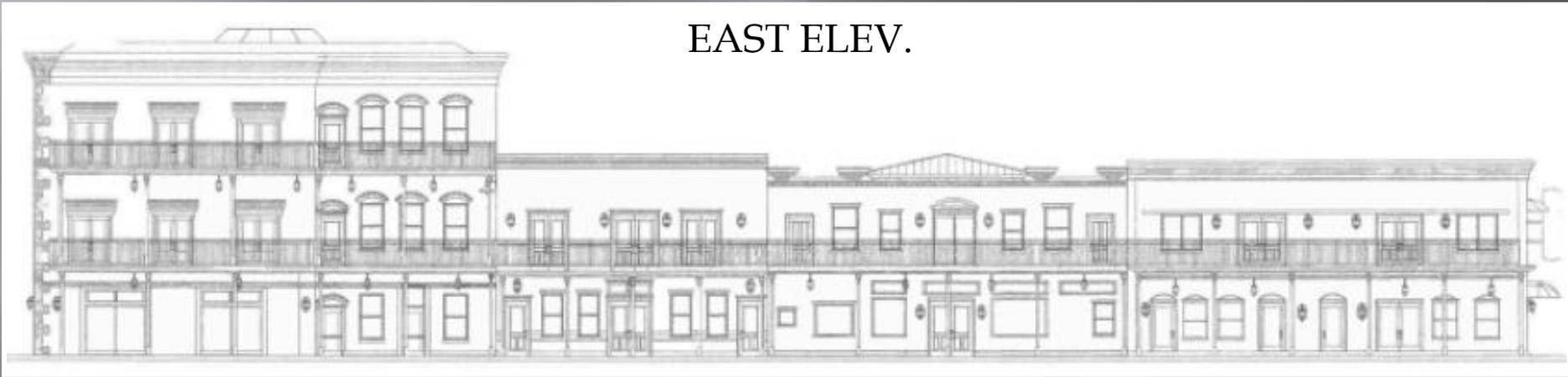


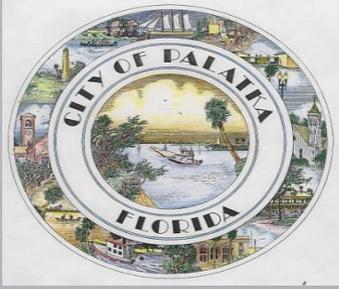


# CASE 16-16

Conditional Use for Multi-Family-- Riverfront Sq.

EAST ELEV.



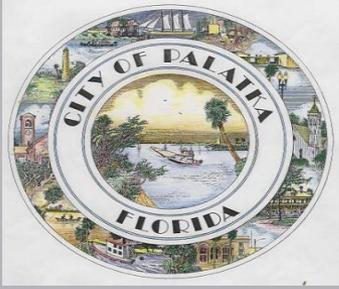


# CASE 16-16

Conditional Use for Multi-Family-- Riverfront Sq.

EVALUATION CRITERION # 1 - COMPLIANCE WITH COMP PLAN - SUPPORTED BY OBJECTIVE & POLICIES PROMOTING INFILL AND MIXED-USE DEVELOPMENT IN DOWNTOWN

DOES NOT CONFLICT WITH PLAN - ALLOWABLE USE IN FLUM & ZONING, NO CONFLICT WITH GOPS

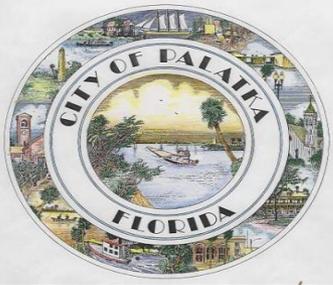


# CASE 16-16

Conditional Use for Multi-Family-- Riverfront Sq.

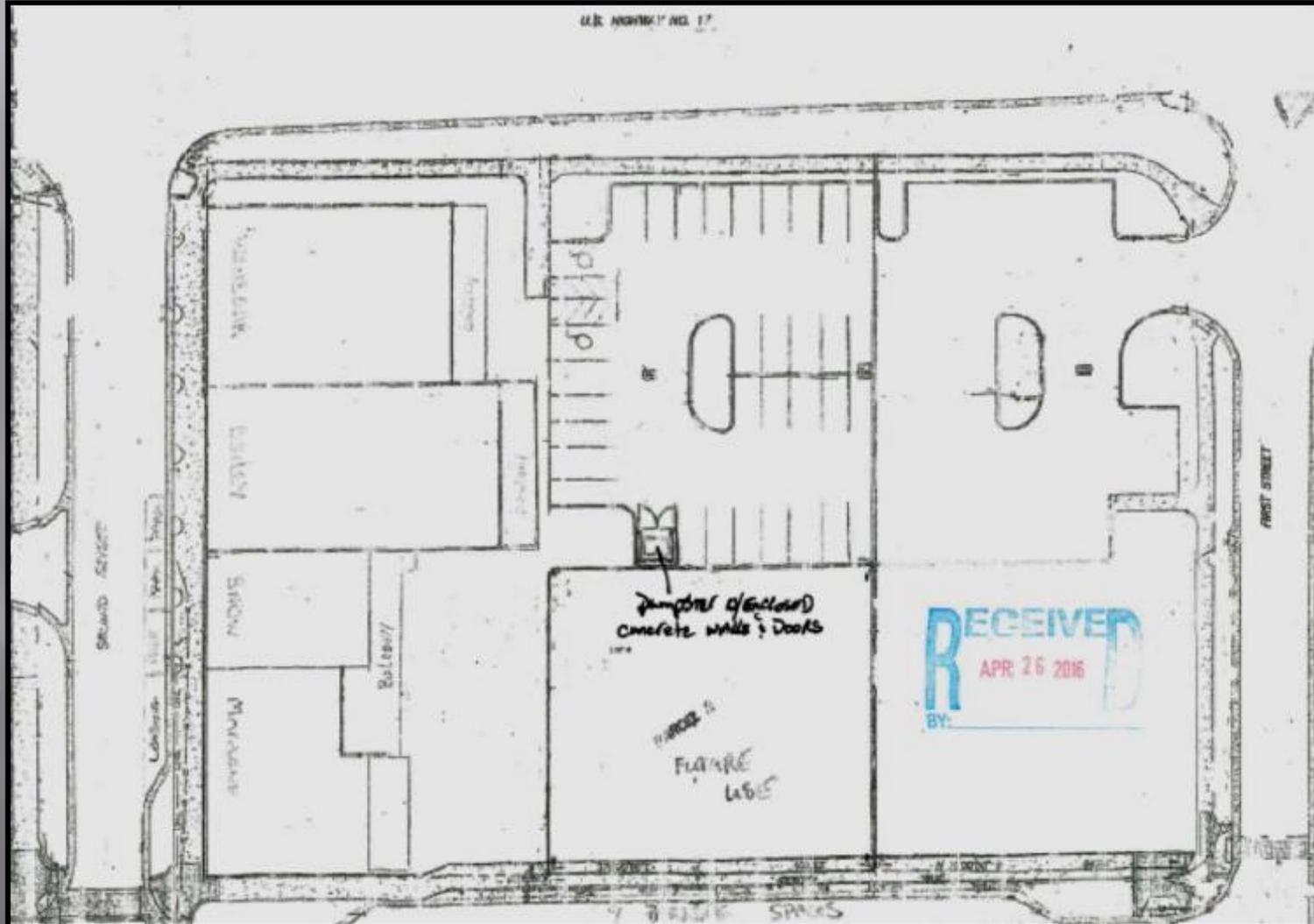
## EVALUATION CRITERION # 2 & 3 - INGRESS & EGRESS, PARKING

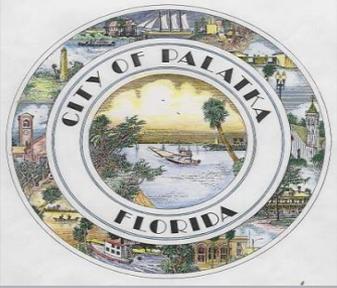
- IN DOWNTOWN PARKING EXEMPT AREA, EXCEPT THAT FIRST 3 UNITS RECEIVE PARKING CREDIT
- CODE REQUIRES 32 SPACES (2 FOR EACH UNIT)
- PARKING LOT PROVIDES 35 SPACES IN PARKING LOT TO REAR
- BY CODE, PARKING IS SUFFICIENT
- 200+ ON-STREET & OTHER PUBLIC PARKING AVAILABLE WITHIN 2 BLOCKS



# CASE 16-16

Conditional Use for Multi-Family-- Riverfront Sq.

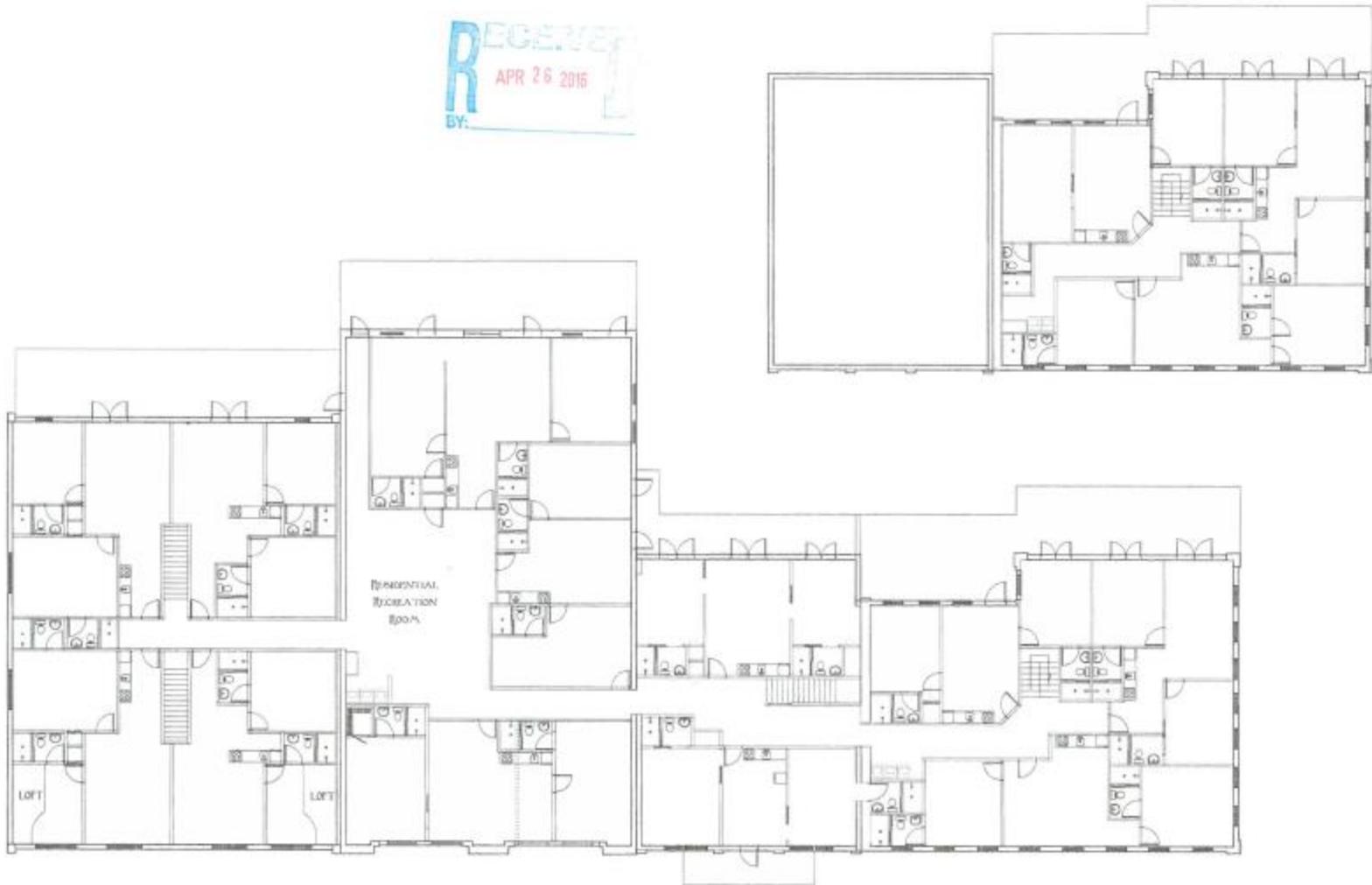


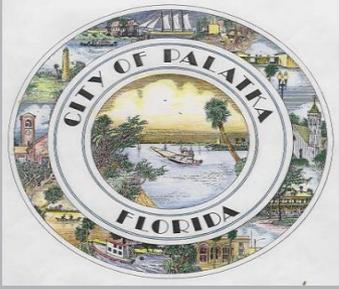


# CASE 16-16

Conditional Use for Multi-Family-- Riverfront Sq.

RECEIVED  
APR 26 2016  
BY:





# CASE 16-16

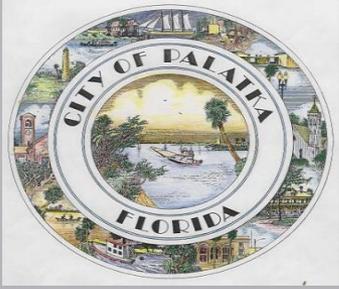
Conditional Use for Multi-Family-- Riverfront Sq.

## EVALUATION CRITERION # 4 - REFUSE AREAS

- SCREENED DUMPSTER IN SW CORNER OF PARKING LOT

## EVALUATION CRITERION # 5 - UTILITIES

- UTILITIES AVAILABLE

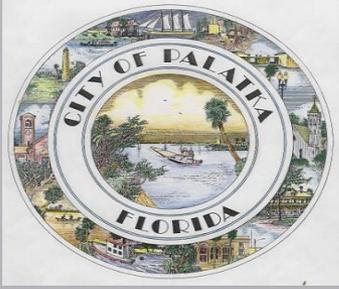


# CASE 16-16

Conditional Use for Multi-Family-- Riverfront Sq.

EVALUATION CRITERION # 7 -  
SCREENING OR BUFFERING -  
DOWNTOWN IS EXEMPT

EVALUATION CRITERION # 8 - SIGNS  
NO SIGNAGE PROPOSED AT THIS TIME,  
ANY FUTURE SIGNAGE TO COMPLY  
WITH SIGN CODE

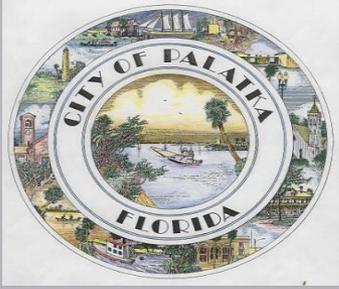


# CASE 16-16

Conditional Use for Multi-Family-- Riverfront Sq.

## EVALUATION CRITERION # 9 – REQUIRED YARDS OR OPEN SPACE

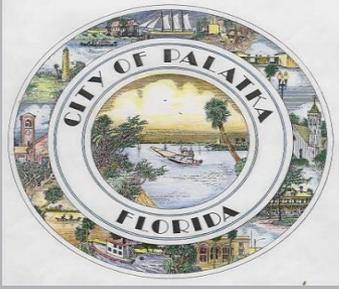
- OPEN SPACE NOT REQUIRED  
DOWNTOWN
- RIVERFRONT PARK ONE BLOCK  
AWAY



# CASE 16-16

## Conditional Use for Multi-Family-- Riverfront Sq.

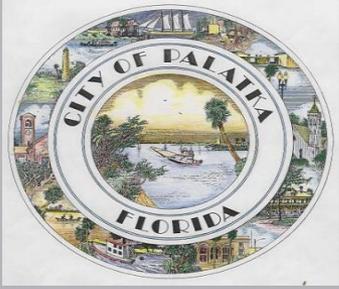
1. USE APPROVED SUBJECT TO AND CONFORMING WITH THE SITE PLAN, FLOOR PLAN, AND ELEVATIONS.
2. MINOR CHANGES APPROVED BY STAFF, WITH MAJOR CHANGES REQUIRING BOARD APPROVAL THROUGH THE CONDITIONAL USE PERMIT PROCESS.
3. MAJOR CHANGES INCLUDE INCREASES OR DECREASES IN UNIT SQUARE FOOTAGE THAT EXCEEDS 10%; REMOVAL OF KITCHENS, BATHROOMS, AND OTHER ROOMS; CHANGES IN THE APPEARANCE OF WINDOWS, DOORS, AND EXTERIOR MATERIALS.



# CASE 16-16

## Conditional Use for Multi-Family-- Riverfront Sq.

4. FIRST-FLOOR RESIDENTIAL USES PROHIBITED.
5. FUTURE CONVERSION TO OWNER-OCCUPIED CONDOMINIUM UNITS ALLOWED AS MINOR CHANGE.
6. BALCONIES KEPT FREE OF VISUAL CLUTTER INCLUDING TOWELS, GRILLS, AND OTHER ITEMS, WITH THE EXCEPTION OF PATIO FURNITURE.
7. UPPER-FLOOR WINDOWS MUST HAVE UNIFIED/SIMILAR WINDOW COVERINGS (BLINDS OR CURTAINS ONLY), UNIFIED TO EACH BUILDING OR TO ALL BUILDINGS.



# CASE 16-16

Conditional Use for Multi-Family-- Riverfront Sq.

8. BUILDING GROUNDS KEPT NEAT AND ORDERLY, WITH ITEMS STORED OUTSIDE BEING SECURED WITHIN AREAS SCREENED FROM PUBLIC VIEW.
9. ALL OTHER APPLICABLE STANDARDS OF THE MUNICIPAL CODE MUST BE MET, INCLUDING ANY BUILDING OR FIRE CODE LIFE AND SAFETY REQUIREMENTS.