

**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 June 23, 2016

### CALL TO ORDER:

- a. Invocation – Elder James Matthews, Pastor, Passionate Worship Center, Inc. of Palatka
- b. Pledge of Allegiance
- c. Roll Call

**APPROVAL OF MINUTES – 5/26/16 & 06/09/16 regular meetings: 6/7/16 & 6/8/16 Town Hall**

### 1. PUBLIC RECOGNITION/PRESENTATIONS

- a. RECOGNITION - Clean It Up! Green It Up! Organizers, Sponsors & Participants
- b. EMPLOYEE RECOGNITION – City of Palatka Blue Crab Duty Staff

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

### 3. CONSENT AGENDA

- \*a. Adopt Resolution No. 2016-12-41 authorizing the execution of a Fireworks Display Contract in the amount of \$18,000 with Fireworks by Santore for the 4<sup>th</sup> of July Fireworks Display
- \*b. Adopt Resolution No. 2016-12-42 authorizing the Mayor and City Clerk to execute and attest the renewal of Florida Department of Corrections Work Squad Agreement #W1001 to provide one inmate work squad to the City of Palatka for a one-year term beginning August 24, 2016
- \*c. Reappoint Roberta Correa and Elizabeth Van Rensburg to the Palatka Historic Preservation Board as members representing the South Historic District and North Historic District, respectively, for three-year terms expiring June, 2019 (incumbent representatives)

- \* 4. REQUEST for Letter of Commitment for historic restoration grant match funds – Gary McGriff, Bethel AME Church of Palatka
- \* 5. REQUEST for Contract Amendment to allow upper floor residential or commercial at 105 S. 2nd Street (Moragne Building) - Charles and James Land, LLC as prospective purchaser and limited agent for Riverfront Development Group, LLC
- \* 6. RESOLUTION authorizing execution of an Agreement with Miss Florida Azalea Scholarship Pageant, Inc. regarding funding and construction of a splash pad at the Riverfront Park – Adopt

### PUBLIC HEARINGS:

- \* 7. ORDINANCE - 7301 Crill Avenue - Planning Board Recommendation to amend the Comprehensive Plan Future Land Use Designation from RM (Residential Medium) to COM (Commercial) - Bldg. & Zoning Dept., applicant – Adopt
- \* 8. ORDINANCE - 1001 N SR 19 - Planning Board Recommendation to amend the Comprehensive Plan Future Land Use Designation from OPF (Other Public Facilities) to COM (Commercial) - Bldg. & Zoning Dept., applicant – Adopt

201 N. 2ND STREET • PALATKA, FLORIDA 32177

PHONE: (386) 329-0100

www.palatka-fl.gov

FAX: (386) 329-0106

## AGENDA - CITY OF PALATKA

June 23, 2016

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- \* 9. **REQUEST** to fund Payroll for Summer Counselors for PAL Summer Camp - Lalita Thomas, Executive Director
- 10. **CITY MANAGER & ADMINISTRATIVE REPORTS**
- 11. **COMMISSIONER COMMENTS**
- 12. **ADJOURN**

\*Attachment \*\*Separate Cover

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO INSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 286.105

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERK'S OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS

### Upcoming Events:

July 1 – Employee Appreciation Luncheon  
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  
Nov. 11 – City offices closed to observe Veterans Day  
Nov. 24 & 25 – City offices closed to observe Thanksgiving

### Board Openings:

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



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

- a. RECOGNITION - Clean It Up! Green It Up! Organizers, Sponsors and Participants**
- b. EMPLOYEE RECOGNITION - Blue Crab Duty Employees**

**SUMMARY:**

**Clean it Up! Green it Up! County-wide Clean Up**

Over 9,260 lbs of trash were collected by some 500 volunteers in the county-wide Keep Putnam Beautiful/Palatka Pride clean-up on May 21st. Thanks to:

- Marcia Marinello, Exec. Director, Keep Putnam Beautiful
- Terrill L. Hill, Mayor, City of Palatka
- Daniel Carle-Waste Pro
- Captain Newcomb- Palatka Police Department
- Mylinh Reeves- Palatka Police Department
- Laura Jones- Palatka Code Enforcement
- Sgt. Giberto Gonzales-Florida National Guard
- David Clapp-Keep Putnam Beautiful
- Tim Parker-County Property Appraiser
- Mary Garcia-Putnam County Health Department
- Larry Harvey- Putnam County Commissioner
- Karl N. Flagg - Putnam County Commissioner
- Michael Franks-Code Enforcement, City of Crescent City
- Joyce and Joe Svingala-Pomona Park Team
- Natalie Hurtado-Bostwick Team
- Cindy Shaw-Interlachen Team
- Barron Jones-East Palatka Team
- Susan Kessler-St. Johns River State College Team
- Georgia Pacific Work Team
- Roadheaver Boy's Ranch
- Mt. Tabor First Baptist Church
- Abe's Finest Meats -- Jerry Mullins
- Lowe's Home Improvements

**RECOMMENDED ACTION:**

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
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**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**Resolution No. 2016-12-41** authorizing the execution of a Fireworks Display Contract in the amount of \$18,000 with Fireworks by Santore for the 4th of July Fireworks Display

**SUMMARY:**

This is a popular fireworks show and attracts visitors from all over northeast Florida. Fireworks by Santore has been the provider of this fireworks show for many years and has always gone above and beyond to provide a high-quality show for our citizens and visitors. Staff is currently soliciting donations in order to fund the majority of this contract. Staff plans to again ask the CRA to recommend the use of Tax Increment Funds (TIF) to make up the difference between funds donated and the actual cost of the fireworks show.

**RECOMMENDED ACTION:**

**Adopt a resolution authorizing execution of a contract with Fireworks by Santore in the amount of \$18,000.00 to provide the 2016 Independence Day/4th of July fireworks show.**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Resolution	Resolution
▫ Contract	Exhibit
▫ Santore Certificate of Ins	Exhibit
▫ Map of Fallout Area	Exhibit

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	6/16/2016 - 4:26 PM
City Clerk	Driggers, Betsy	Approved	6/16/2016 - 4:27 PM

**RESOLUTION No. 2016-12-41**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,  
AUTHORIZING THE EXECUTION OF A FIREWORKS DISPLAY  
CONTRACT WITH FIREWORKS BY SANTORE IN THE  
AMOUNT OF \$18,000 TO PROVIDE THE CITY OF PALATKA'S  
4<sup>TH</sup> OF JULY FIREWORKS SHOW**

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

**WHEREAS**, Fireworks by Santore, a company experienced in providing fireworks exhibitions, has proposed a Fireworks Display Contract in the amount of \$18,000.00 to provide the 4<sup>th</sup> of July Riverfront Park Fireworks Display; and

**WHEREAS**, Fireworks by Santore has submitted the required Certificate of Insurance showing general liability insurance coverage in the amount of Five Million Dollars (\$5,000,000.00), as required, and agrees to obtain all required permits for the Fireworks Exhibition; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Palatka, Florida, that **Terry Suggs, City Manager** of the City of Palatka, Florida, be hereby authorized to execute the Fireworks Display Contract with Fireworks by Santore in the amount of \$18,000.00, said contract being attached hereto as Exhibit "A" and incorporated herein; and is furthermore authorized to carry out the Sponsor's Responsibilities and other provisions as stipulated in said Fireworks Display Contract.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida, this **23rd day of June, 2016**.

**CITY OF PALATKA**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND CORRECTNESS:**

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

F I R E W O R K S B Y  
SANTORE

Fireworks Display Contract

This writing, expressing the agreement made and entered into by and between Fireworks By Santore, Inc. (hereinafter "Santore") and City of Palatka (hereinafter "Sponsor"), on this **1<sup>st</sup> day of May, 2016**.

WITNESSETH

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

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

1. Exhibition:

Santore agrees to furnish to Sponsor, on the **4<sup>th</sup> day of July, 2016** at a location to be designated by Sponsor and approved by Santore, an exhibition of Aerial Fireworks.

Location said to be: City Pier on the St. Johns River.

2. Payment:

Sponsor agrees to pay **Eighteen Thousand Dollars (\$18,000.00)** for this display.

3. Time and Method of Payment:

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

4. Site for Exhibition:

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

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

6. Sponsor's Responsibilities:

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

7. Postponement:

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

In the event Sponsor ***postpones display before June 4, 2016*** and agrees to a postponement date no more than 180 days from original contracted display date, Santore will only charge the amount equal to any expenses that cannot be recovered for items such as barge / equipment rental, travel, lodging, labor, meals, security, custom products (if applicable) and permit fees. The balance of the original contact amount will be due upon completion of the display.

In the event Sponsor ***postpones display after June 4, 2016*** and agrees to a postponement date no more than 180 days from original contracted display date Santore will charge as follows:

15%	48 – 24 hours prior
30%	24 – 12 hours prior
60%	less than 12 hours prior

8. Cancellation:

If Sponsor cancels this Contract for any reason, Sponsor shall pay damages for such cancellation to Santore as follows:

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

9. Exhibition Insurance:

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

10. Publicity:

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

11. Florida Law:

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

12. Attorney's Fees:

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

13. Entire Agreement:

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

In Witness whereof, the parties have hereunto affixed their signatures signifying their agreement on this 1<sup>st</sup> day of May, 2016.

Sponsor

Fireworks by Santore, Inc.

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

By  1 May 2016  
Signature Date

Printed Name & Title

Anthony J. Santore Jr.

# Certificate of Insurance

9550

**Issue Date:** 5/1/2016

**PRODUCER**  
Professional Program Insurance Brokerage  
371 Bel Marin Keys Blvd., Suite #220  
Novato, California 94949

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

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Fireworks by Santore, Inc. and Evolution Pyrotechnics Manufacturing, Inc.  
P.O. Box 22775  
Billings, MT 59104

**INSURER A:** Underwriter's at Lloyd's, London

**INSURER B:**

**INSURER C:**

**INSURER D:**

**COVERAGES:**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (DD/MM/YY)	POLICY EXPIRATION DATE (DD/MM/YY)	LIMITS	
A	GENERAL LIABILITY CLAIMS MADE	PY/15-0146	9/15/2015	9/15/2016	EACH ACCIDENT	\$5,000,000
					MEDICAL EXP (any one person)	
					FIRE LEGAL LIABILITY	\$50,000
					GENERAL AGGREGATE	\$5,000,000
					PRODUCTS-COMP/ OPS AGG	

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

Certificate holder is additional insured as respects the following:

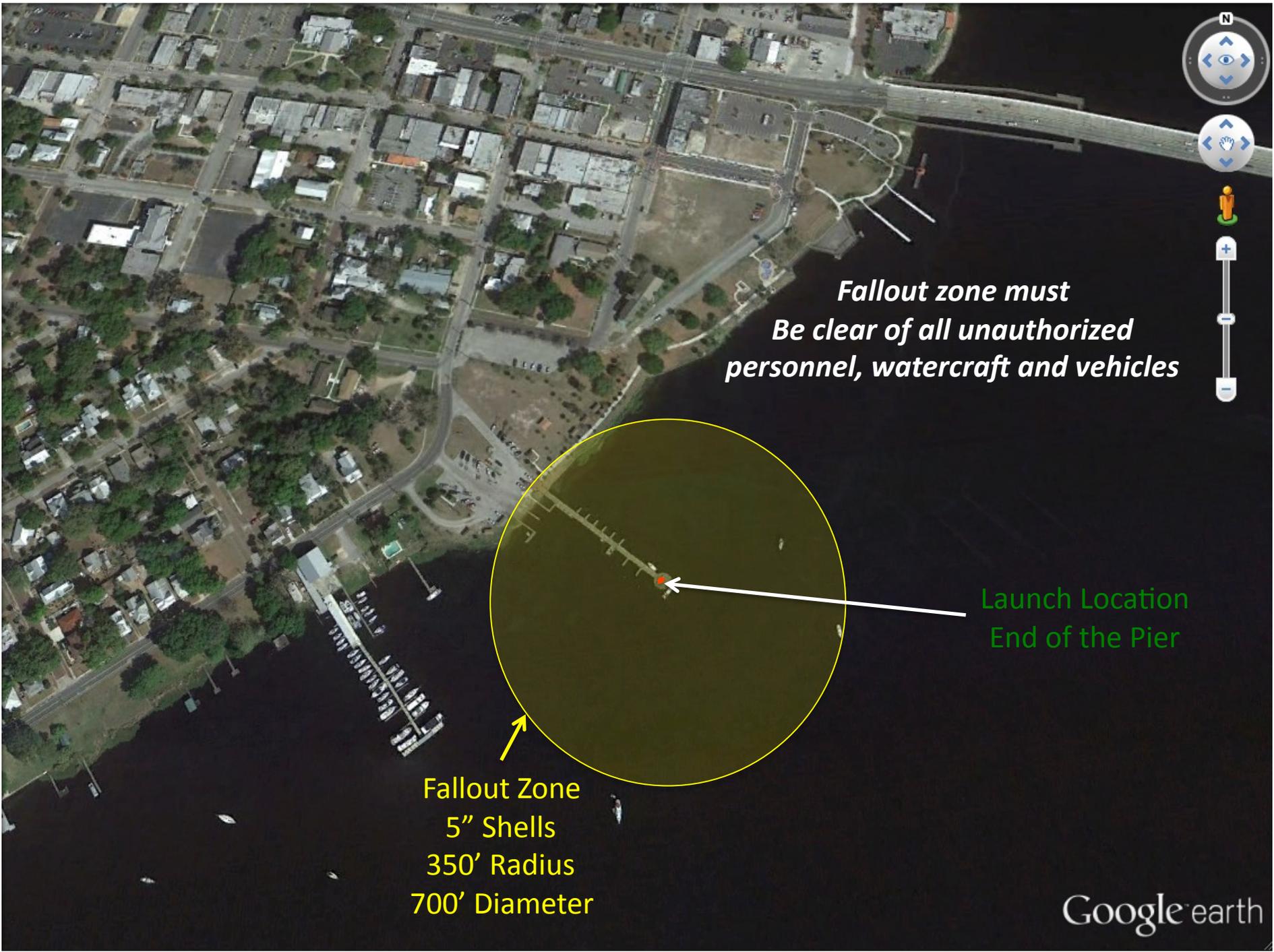
<b>Date(s) of Display:</b>	7/4/2016
<b>Location:</b>	City Pier on the St. Johns River
<b>Additional Insured:</b>	City of Palatka; Putnam County; W. Lei Associates, Inc. and Waterway Equipment Services, LLC
<b>Rain Date(s):</b>	
<b>Type of Display:</b>	Aerial Fireworks Display

**CERTIFICATE HOLDER**

City of Palatka  
201 N 2nd St.  
Palatka, FL 32177

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

  
**AUTHORIZED REPRESENTATIVE**



*Fallout zone must  
Be clear of all unauthorized  
personnel, watercraft and vehicles*

Launch Location  
End of the Pier

Fallout Zone  
5" Shells  
350' Radius  
700' Diameter



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**Adopt Resolution 2016-12-42** authorizing the Mayor and City Clerk to execute and attest Amendment #1 to Florida Department of Corrections Work Squad Agreement #W1001 to provide one inmate work squad to the City of Palatka for a one-year term beginning August 24, 2016.

### **SUMMARY:**

For many years the City of Palatka has contracted with the Florida Department of Corrections for the use of prison work squads that perform a variety of maintenance and infrastructure work for various departments of the City. Currently, the City has two (2) squads. One works under the Parks Department and assists parks and facilities grounds maintenance. The other is primarily responsible for the mowing and weedeating of the cemeteries and right of ways. The City bears the cost of the prison guard, transportation van and equipment/supplies used by the Crew.

Florida DOC has notified the City that this contract is up for renewal. This Amendment #1 renews Contract # W1001, which expires August 24, 2016, for an additional one-year term. The total annual cost of this contract is \$57,497.00.

### **RECOMMENDED ACTION:**

**Adopt the resolution authorizing the Mayor or City Manager and City Clerk to execute and attest the Florida Department of Corrections work squad agreement #W1001 to provide one inmate work squad to the City of Palatka for a one-year term beginning August 24, 2016.**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▢ Resolution	Resolution
▢ DOC Work Squad Contract (draft)	Exhibit

### **REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	6/17/2016 - 11:00 AM
City Clerk	Driggers, Betsy	Approved	6/17/2016 - 11:01 AM

**RESOLUTION NO. 2016 – 12 - 42**

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST AMENDMENT #1 TO FLORIDA DEPARTMENT OF CORRECTIONS WORK SQUAD AGREEMENT #W1001 TO PROVIDE ONE INMATE WORK SQUAD TO THE CITY OF PALATKA FOR AN ADDITIONAL ONE-YEAR TERM BEGINNING 08/24/2016.**

**WHEREAS**, Section 944.10(7) and Section 945.40, Florida Statutes and Rules 33-601.201 and 33-601.292, Florida Administrative Code, provide for the use of inmate labor in work programs the purpose of providing services and performing work under the supervision of Department of Corrections Staff; and

**WHEREAS**, the City of Palatka is a qualified and willing participant with the Department of Corrections and wishes to contract for an inmate work squad; and

**WHEREAS**, the Florida Department of Corrections desires to renew Inmate Work Squad Contract No. W1001 with the City of Palatka to provide one inmate work squad to the City of Palatka for a term of one (1) year, beginning August 24, 2016 and ending August 23, 2017; and

**WHEREAS**, the Palatka City Commission deems it reasonable and in the best interest of the City of Palatka to enter into Amendment #1 to DOC Contract No. W1001 to effectuate this renewal.

**NOW, THEREFORE, BE IT RESOLVED** that the City Manager and City Clerk are hereby authorized to execute and attest, on behalf of the City of Palatka, Florida, Amendment #1 to Florida Department of Corrections Inmate Work Squad Contract #W1001 in the amount of \$57,497.00 for the use of one (1) inmate crew for the term beginning August 24, 2016 and ending August 23, 2017.

**PASSED AND ADOPTED** this 23<sup>rd</sup> day of June, 2016.

**CITY OF PALATKA**

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

**ATTEST:**

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

CONTRACT AMENDMENT BETWEEN  
THE DEPARTMENT OF CORRECTIONS

AND

*CITY OF PALATKA*

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and City of Palatka (“Agency”), to provide for the use of inmate labor in work programs.

This Amendment:

- Renews the Contract for one (1) year pursuant to Section I., B., Contract Renewal; and revises the end date of the Contract referenced in Section I., A., Contract Term. The Department is exercising its renewal option for the final renewal period;
- Replaces **Addendum A** with **Revised Addendum A**, effective August 24, 2016 pursuant to Section III., A., Payment to the Department, 5;
- Adds Section VII., I., Cooperation with Inspector General; and
- Adds Section VII., J., Sovereign Immunity.

Original contract period: August 24, 2015 through August 23, 2016.

In accordance with Section V., **CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. Section I., Contract Term, A., is hereby revised to read:

A. Contract Term

This Contract began August 24, 2015 and shall end at midnight on August 23, 2017.

This Contract is in its final renewal year.

2. Section III., A., Payment to the Department, 5, the rate of compensation is amended to reflect the rates indicated in **Revised Addendum A**. **Addendum A** is hereby replaced with **Revised Addendum A** effective August 24, 2016.

3. Section VII., I., Cooperation with Inspector General, is hereby added:

I. Cooperation with Inspector General

In accordance with Section 20.055(5), Florida Statutes, the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

4. Section VII., J., Sovereign Immunity, is hereby added:

**J. Sovereign Immunity**

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the last date of signature by all parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**AGENCY: CITY OF PALATKA**

SIGNED  
BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
FEID #: \_\_\_\_\_

**DEPARTMENT OF CORRECTIONS**

**Approved as to form and legality, subject to execution.**

SIGNED  
BY: \_\_\_\_\_  
NAME: Kelley J. Scott  
TITLE: Director, Office of Administration  
DATE: \_\_\_\_\_

SIGNED  
BY: \_\_\_\_\_  
NAME: Kenneth S. Steely  
TITLE: General Counsel  
DATE: \_\_\_\_\_

**Revised Addendum A**  
**Inmate Work Squad Detail of Costs for City of Palatka**  
**Interagency Contract Number W1001, Amendment #1, Effective August 24, 2016**  
**\*\*\*ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY\*\*\***

**I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:**

	Per Officer Annual Cost	Total Annual Cost
Officers Salary	\$ 54,194.00	\$ 54,194.00
Salary Incentive Payment	\$ 1,128.00	\$ 1,128.00
Repair and Maintenance	\$ 121.00	\$ 121.00
State Personnel Assessment	\$ 354.00	\$ 354.00
Training/Criminal Justice Standards	\$ 200.00	\$ 200.00
Uniform Purchase	\$ 400.00	\$ 400.00
Uniform Maintenance	\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *	\$ 2,225.00	
<b>TOTAL - To Be Billed By Contract To Agency</b>	<b>\$ 58,972.00</b>	<b>\$ 56,747.00</b>

\*Cost limited to first year of contract as this is not a recurring personnel/position cost.

\*\* Annual cost does not include overtime pay.

IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

**II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:**

Costs include but may not be limited to the following:

Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

**TOTAL - To Be Billed By Contract To Agency**

Number Squads	Total Annual Cost
1	\$ 750.00
	\$ 750.00

**III. ADDITIONAL AGENCY EXPENSES:**

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES  NO

ENCLOSED TRAILER REQUIRED: YES  NO

**Revised Addendum A**  
**Inmate Work Squad Detail of Costs for City of Palatka**  
**Interagency Contract Number W1001, Amendment #1, Effective August 24, 2016**

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:		Per Unit Cost	Number of Units	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM \$4969.00		1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vehicle Mounted Radio	MACOM \$5400.00			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>TOTAL Operating Capital To Be Advanced By Agency</b>						
				<b>Total Cost</b>		
				\$ -		
				\$ -		
				\$ -		

**V. TOTAL COSTS TO BE ADVANCED BY AGENCY:**

1. Operating Capital - from Section IV.
2. Grand Total - To Be Advanced By Agency At Contract Signing:

<b>Total Cost</b>	-
	\$0.00
	\$0.00

**VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:**

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. Grand Total - To Be Billed To Agency By Contract:

<b>Total Cost</b>	-
	\$56,747.00
	\$750.00
	\$57,497.00

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:**  
 (Total of Sections V. and VI.)

<b>Total Cost</b>	\$57,497.00
-------------------	-------------

**VIII. OVERTIME COSTS:**

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

**Addendum A - INSTRUCTIONS**  
**Inmate Work Squad Detail of Costs for City of Palatka**  
**Interagency Contract Number W1001, Amendment #1, Effective August 24, 2016**

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.  
**NOTE:** All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**Reappoint Roberta Correa and Elizabeth Van Rensburg to the Palatka Historic Preservation Board** as member representing the South Historic District and North Historic District, respectively, for three-year terms expiring June, 2019 (incumbent representatives)

### **SUMMARY:**

Roberta Correa and Elizabeth Van Rensburg are currently members of the Palatka Historic Preservation Board. Ms. Correa is the S. Historic District property owner and Mrs. Van Rensburg is the N. Historic District property owner.

They have both submitted applications for reappointment indicating their desire to be reappointed to the Palatka Historic Preservation Board for another three-year term. Staff supports these reappointments. They are both valuable and participating members in good standing who have met their attendance obligations.

### **RECOMMENDED ACTION:**

**Reappoint Roberta Correa and Elizabeth Van Rensburg to the Palatka Historic Preservation Board as S. Historic District and N. Historic District property owners, respectively, for three-year terms expiring June, 2019**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ R. Correa Application	Backup Material
▫ E. Van Rensburg Application	Backup Material

### **REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	6/15/2016 - 12:01 PM
City Clerk	Driggers, Betsy	Approved	6/15/2016 - 12:01 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

## CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

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

MEMBER: Roberta Corred # of years' prior service: 6 or 7?  
Residence Phone: 386-983-4502  
(911 Address) 118 Dodge Street Palatka 32177 Fax: \_\_\_\_\_  
Business Name Phone: \_\_\_\_\_  
& Address Dick Ratty Fax: \_\_\_\_\_  
*(City Residents or business/property owners will be given preference when board member residency is not specified by statute or city ordinance)*  
Preferred Mailing Address: see above

E-mail: rmjcorred@yahoo.com Daytime Phone: 386-983-4502

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

[Signature] DATE July 13, 2016  
SIGNATURE OF APPLICANT

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

CHAIRMAN/DIRECTOR'S COMMENTS (if any) \_\_\_\_\_  
staff supports reappointment

Chairman's/Director's Signature \_\_\_\_\_

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

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CHIEF OF POLICE

MICHAEL LAMBERT  
CHIEF FIRE DEPT

DONALD E. HOLMES  
CITY ATTORNEY

## CITY OF PALATKA BOARD REAPPOINTMENT REQUEST

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

MEMBER: Elizabeth van Rensburg # of years' prior service: \_\_\_\_\_  
Residence 310 N. 3rd Street Phone: 904 377 5044  
(911 Address) 310 N. 3rd Street Fax: 386 328 6890  
Business Name \_\_\_\_\_ Phone: \_\_\_\_\_  
& Address \_\_\_\_\_ Fax: \_\_\_\_\_

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

Preferred Mailing Address: \_\_\_\_\_

E-mail: emholiday@hotmail.com Daytime Phone: 904 377 5044

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

Elizabeth van Rensburg 6/14/16  
SIGNATURE OF APPLICANT DATE

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

CHAIRMAN/DIRECTOR'S COMMENTS (if any) \_\_\_\_\_  
Staff supports re-appointment

Chairman's/Director's Signature \_\_\_\_\_



**CITY COMMISSION AGENDA ITEM**

**SUBJECT:**

**REQUEST** for Letter of Commitment for historic restoration grant match funds - Gary McGriff, Bethel AME Church of Palatka

**SUMMARY:**

This is a request submitted by Gary McGriff on behalf of Bethel AME Church of Palatka, 719 Reid Street, requesting a Letter of Commitment from the City of Palatka for matching grant funds for a State of Florida Historical Resources "Special Category Grant" for the renovation of Bethel AME Church. He is requesting any funding source and states he needs a commitment letter on these funds by July 1, 2016.

At Monday's CRA meeting he stated he needs \$38,972.50 in matching funds (10% of the grant request)

**RECOMMENDED ACTION:**

**Consider Palatka Bethel AME Church's request for Letter of Commitment for historic special category grant match funds in the amount of \$38,972.50.**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▢ Bethel AME Church Request	Discussion
▢ Grant Application	Backup Material

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	6/10/2016 - 2:45 PM
City Clerk	Driggers, Betsy	Approved	6/10/2016 - 2:46 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.

CRA

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:

BETHEL A.M.E.

Address: 719 REID ST, PALATKA FL 32177 e-mail garyjmcgriff@a.m.a.l-com

Daytime Phone (904) 444-2481 Other ph. (386) 336-5454 Fax None

Requested meeting date: 6/23/16 @ 5:00 PM - CRA Meeting date assigned:

City Comm 6/23/16

(For Clerk's Office Use Only)

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

Subject Matter you wish to address: Provisions of resources for financial

Match amount (\$50,000.00) for grant funds requested from State of Flc.

Historical Resources "Special Category grant" (attach additional sheet if necessary)

Commission Action Requested, if any:

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

201 N. 2ND STREET - PALATKA, FLORIDA 32177

PHONE: (386) 329-0100

www.palatka-fl.gov

FAX: (386) 329-0106

# 2018 Special Category Grant Application

Temporary Application #: SC18\_1657

Name Organization's Chief Officer: Reverend James H. McGriff

Title of Organization's Chief Officer: Pastor

Submitted On:

Submitted By: mcgriff, gary

## Application Review Overview:

Grant Applications are reviewed annually and ranked in a public meeting by the Florida Historical Commission. All grants are awarded by the Secretary of State, based on the recommendations of the Florida Historical Commission and funding appropriated by the Florida Legislature.

## Special Category Grant Guidelines

For additional information regarding the grant program, the requirements of the program and definitions, please refer to the Special Category Grant Guidelines available at the Division of Historic Resources web page <http://dos.myflorida.com/historical/grants/>

## Application Limitations:

Applicants may have no more than one (1) previously awarded Special Category Grants open at the time of application. Applications from applicants with more than one open Special Category Grant shall be declared ineligible and the grant Applicant will be notified.

An Applicant from the same organization may not submit more than one Special Category Grant application under a single application deadline. State agencies, county or city governments, or universities may submit single applications from more than one division or department during any grant cycle provided that those divisions or departments are separate and distinct budgetary units and provided that the applications do not address the same facility, project, or site.

## 1. Application Organization

Enter the full name of the applicant organization. Please note that there can only be one applicant organization per application. For Non-profit Organizations, provide documentation of non-profit status in Attachment I.

Bethel African Methodist Episcopal Church

## 2. Project Category

Select the project category for which grant funds are requested. If you are unsure of which category to select, please refer to the definition at the right of each project category.

### Development Projects

*Development activities for historic properties (e.g. buildings, monuments, structures, ships, railroad locomotives and rolling stock, etc.) including restoration, rehabilitation, preservation, reconstruction, and site-specific planning for these activities.*

## 3. Project Title and Location Information

---

The title should reflect the name of the property, area, museum, or exhibit, and the goals of the proposed project. The title should be consistent with previous applications/awards. (For example, Smith House Rehabilitation, South Mill Archaeological Excavation, etc.)

### a) Project Title

Bethel A.M.E Restoration/Renovation Project

**b) Name of Property (if applicable)**

Bethel A.M.E. Church

**c) Street Address**

719 Reid Street

**d) City**

Palatka Florida

**e) Primary County**

Putnam

For locations without a street address, provide the USGS 7.5 Minute Quadrangle Name and the Township, Range, and Section coordinates in this section. To determine Township, Range and Section, at least one of the following is needed: property tax appraisal number or latitude/longitude coordinates for the property. For information and assistance, visit

<http://dos.myflorida.com/historical/preservation/master-site-file/>

or contact the Florida

Master Site File by phone at 850.245.6440 or 800.847.PAST.

**f) USGS Quadrangle Name**

Palatka Quadrangle

**g) Township**

105

**h) Range**

27E

**i) Section**

42

**4 Amount Requested and Match Pledged**

Enter the amount of grant funds being requested and the amount of match. The maximum request amount for a single application is \$500,000; the minimum request amount for a single application is \$50,000.

**The match requirement shall be the greater of \$50,000 or 50% of the requested grant amount. Applications for projects in REDI counties and REDI communities may request a Reduction of Match Requirements.**

*Please note that the required match contributions must be composed of at least 25% cash, and all match must be properly documented. The applicant shall be required to document the availability of funding sufficient to complete the project if completion requires more than the amount of requested grant funding.*

The amounts listed in a) and b) below must equal the totals listed for Grant Funds and Match Value under Project Budget. A detailed description of the applicant's match must be addressed and documented confirmation of match must be included. See [Guidelines](#) for documentation of match.

**a) Amount of Grant Funding Requested**

\$389,125.00

**b) Match Amount**

\$38,972.50

**5. Payment Schedule**

Select if you would like an advance payment should the project be funded. If you have questions, please contact the grants staff for more information.

**Yes**

*I will request an Advanced Disbursement of 25% of the grant award.*

**6. Rural Economic Development Initiative (REDI) Match Reduction Request:**

Applicants for projects located in counties or communities that have been designated in accordance with Section [288.0656](#) and [288.06561](#), Florida Statutes, may request a reduction of match to **10% of the requested amount.**

[Am I a REDI Community?](#)

**Yes**

**7. Project Description**

In the space provided below, briefly describe the scope of work for the project for which funding is requested. Indicate how you intend to use the funds requested and the required match, describing each of the major work items involved and what the end product will be. **NOTE: Do not use this space to describe the history or historic significance of the property or properties. This information should be recorded as part of the response to Question 20, below.**

The scope of work consist of renovations & restorations of the church & fellowship hall's stain

glass & regular windows/frames with the roof on the fellowship hall being resurfaced/painted. Also, the exterior doors, frames and knobs will be replaced, the exterior walls, steps & ramp will be repaired, painted & re-covered. Security lamp poles will be installed on parking pads. Administration & monitoring of this scope of work is also included in the projected scope of work. The end product in the completion of this scope of work will be in the accomplishment of Bethel and it's fellowship hall being preserved as a durable community historical facility which because of these efforts will offer increased community service than at present. The end product will convey & emphasize while also promoting & embracing an architectural period that depict uniqueness in a building style during earlier an period. The end result of this project will ultimately be in promoting the City of Palatka and the State of Florida possessing a rich and available supply of Historical Resources.

### 8. Major Elements and Responsible Entities

For each of the major work items listed above, describe the **major elements** of the project and indicate the **type of entity** (.e.g., consultant, in-house personnel, volunteers, general contractor) responsible for each project element.

Major Project Elements	Entity Type Responsible
1 stain glass & regular windows & frames restore & replacement	contractor
2 roof repainted/resurfaced on fellowship hall	contractor
3 exterior doors, frames & knobs replaqced	contractor
4 exterior walls, steps & ramp repaired & re-covered	contractor
5 exterior walls painted	contractor
6 security lamp poles installed	contractor
7 administration & monitoring of project	project administrator

### 9. Tentative Project Timeline

Please specify the project start and end month and year below, indicate all major elements of the project for which funding assistance is requested (see your responses), the anticipated time required to complete each of the project elements and the planned sequence of these activities. Starting Date is the project start date.

***Projects must be completed. Projects shall begin no earlier than July 1, 2017 and must end no later than June 30, 2019.***

Project Activity	Starting Date	Ending Date
1 stain glass window & frames removed, restored & reinstalled	July 2017	January 2019
2 project administration & monitoring	July 2017	June 2019
3 exterior church doors, frames & handles replaced	January 2018	March 2018
4 fellowship hall rectangular windows & doors replaced	August 2018	January 2019
5 fellowship hall roof painted/textured	November 2018	January 2019
6 fellowship hall exterior walls painted	January 2019	March 2019
7 church exterior walls, & steps repaired (mortar & block)	February 2019	March 2019
8 church exterior walls painted	March 2019	June 2019

9 handicap ramp and steps re-covered	May 2019	June 2017
10 parking security lamp poles installed (5)	May 2019	June 2019

## 10. Public Awareness

Describe project-related activities that will increase project visibility and further the objective of improving public awareness of the project's significance and the importance of preserving your property (if applicable) and other historic properties in your community. *Such activities may include but are not limited to: a series of press releases describing your preservation or exhibit project and its progress, or a public open house at the site of a major archaeological excavation.*

This project related activity will; 1) create jobs in the community, 2) create a high level of visibility of a historical site, 3) emphasize and preserve the unique architectural components of the building, 4) provide to the community increased availability of facilitation for activities, 5) increase pride for present members, 6) promote Bethel and incite the interest of potential new church/community members, 7) display historic architectural variation in the local community and the Historic District, 8) offer the availability of social and political Historical information to the community and will preserve the history of the local community's connection to the development of the United States History.

## 11. Development Projects ONLY

a) Provide the estimated total floor area (square footage) of all floors of the structure (the house or building, for example):

church & hall - 10,196 sq. ft.

b) Provide the estimated area(s) in square feet for each project element listed in the Scope of Work (floor replacement, repaint walls, reshingle roof). If an element is not measureable in square feet, provide quantities (example: replace 15 door knobs):

1) over-door / half-moon stained glass & frames repaired ——(4) 2) single circular stained glass & frames repaired ——(8) 3) 3-circular stained glass & frames over 3-windows repaired——(9) 4) 3-stained glass windows & frames repaired ——(3 sections) 5) single stained glass windows & frames repaired ——(15) 6) regular rectangular windows repaired ——(7) 7) double doors&frames w/ knobs at main entrance replaced ——(2) 8) single doors & frames w/ knobs replaced ——(4) 9) garage door & frames removed & replaced ——(1) 10) exterior walls repaired & repainted on church building ——(13,320)sq.ft. 11) exterior walls repainted on fellowship hall ——(1,852)sq.ft. 12)regular rectangular frames replaced ——(7) 13) roof resurface painting on fellowship hall ——(3,456)sq.ft. 14) exterior wall area mortar,block & wood repair (church hall(14,000)sq.ft. 15) exterior steps repaired & re-covered, w/ ramp re-covered ——(600)sq.ft. 16) security lamp poles installed ——(6)

c) Will you be hiring or contracting with professional architectural or engineering services to assist with the restoration work?

**NOTE:** Professional architectural and engineering services are **REQUIRED** if the Scope of Work includes structural work, occupancy classification change (such as from residential to museum) and work that affects life safety (fire protection and egress).

Yes

If yes, the services must be addressed in the Project Budget. An Architectural and Engineering basic services fees calculator is available at the Florida Department of Management Services' Design Professional Fee Guidelines web site,

<https://fd.state.fl.us/docs/DMSAEFeeGuidedefinition.asp>

. A category "C" value is most appropriate for basic Architectural and Engineering services for rehabilitation projects. Any additional Architectural and Engineering services listed on the Fee Guidelines web page should be indicated separately from the basic services. Please consider using the online estimate service fees rather than providing a quote.

Provide in Attachment C: Representative photographs include both photographic (provide digital images). Include current photographs of all exterior elevations, principal interior spaces, and significant architectural features, if available, also provide historic photographs of the property.

Provide in Attachment D: Architectural project schematics or construction documents, if completed.

## 12. Museum Exhibit Projects ONLY

This question has been omitted as it does not apply to the project type you have selected.

## 13. Archaeological Projects ONLY

This question has been omitted as it does not apply to the project type you have selected.

## 14. Acquisition or Donation of Historic Properties or Archaeological Sites ONLY

This question has been omitted as it does not apply to the project type you have selected.

## 15. Completed Project Activities

Provide a summary of the project-related activities completed at the time of application submittal. Such activities may include architectural studies or plans, preservation planning activities, archaeological research accomplished such as research design or previous excavation or site assessment work, or museum exhibit research and design. Should they have already been completed, your architectural project schematics or construction documents or your museum exhibit research and design schematics must be included with this application's supporting materials in **Attachment L**.

Briefly describe the Project Activities completed to date below. (Please include the value/amount expended for each and the dates of completion.)

	Activity Description	Date Completed	Cost/Value
1	project grant application review, research & prosecution	June 2016	\$0.00
<b>Totals</b>			<b>\$0.00</b>

## 16. Project Budget

**Important: In listing the items to be paid with grant funds and matching funds, please remember:**

- a) The following categories of expenditures are some of the non-allowable costs for the use of grant funds or as contributions to required match, for a complete list please refer to the [Special Category Grants Guidelines](#) :
- Expenditure for work not included in the Scope of Work.
  - Expenses incurred or obligated prior to or after the Grant Period.
  - Expenditure for work not consistent with the applicable historic preservation standards promulgated

by the National Park Service, United States Department of the Interior or the Division for the types of projects indicated. Please view the Secretary of the Interior's Guidelines at

<http://www.nps.gov/tps/standards.htm> and [http://nps.gov/history/local-law/arch\\_stnds\\_0.htm](http://nps.gov/history/local-law/arch_stnds_0.htm) for more information.

- d. Expenditures for furniture and equipment, unless specifically authorized as a part of the grant project.
- e. Private entertainment, food, beverages, plaques, awards, or gifts.
- f. Indirect costs including overhead, non-grant related administrative costs, and general operating costs, except as allowed in Special Category Grants Guidelines.
- g. Grantee operational support (i.e., organization salaries not related to grant activities, travel, supplies).
- h. Vehicular circulation (drives) and parking; sidewalks, landscape features, planting, irrigation systems and site lighting (Exceptions: provision of code-required handicapped parking pad and walkway; sidewalk required to link code-required handicapped parking pad to the accessible entry, planting required to halt erosion, and limited site-lighting required for security).
- i. Capital improvements to non-historic properties, except as approved for Museum Exhibit projects.
- j. Insurance costs (Exception: costs for builder's risk, workers compensation and contractor's liability insurance.)

b) All grant and match expenditures must be incurred during the Grant Period, except as allowed in [Special Category Grants Guidelines](#). Unless approved by the Division in writing in accordance with [Special Category Grants Guidelines](#), costs incurred prior to the Grant Period will not be eligible for payment with grant funds or eligible to be credited as part of the applicant's matching share. No costs incurred after the Grant Period has expired will be eligible for payment with grant funds or eligible to be credited as part of the grantee's matching share.

The applicant must provide at least a 25% cash match. The applicant can also provide a match of in-kind services or volunteer labor directly involved in project work, and the value of donated materials in order to successfully complete the project.

Public funds must be identified by source: e.g. appropriated funds, Community Development Block Grant funds, etc. Major private donations, such as foundation grants, should be clearly identified. See information below for details regarding match requirements. *Applicants requesting REDI Match Reduction in question 6 shall only be required to provide a 10% match. See question 6 for additional details.* c) According to the [Special Category Grants Guidelines](#), eligible Development activities involving religious property are limited to exterior work and interior work essential to the preservation of the property's basic structural integrity. (Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, and window and exterior door repairs.) Non-allowable costs include repair or restoration of interior features or finishes and other capital improvements to the interior and accessibility improvements.

d) In general, if an item or activity is not considered an allowable grant-funded expense, it will not be allowed as part of the applicant's match. See the [Special Category Grants Guidelines](#) for more information on match requirements.

e) Should you have questions regarding the eligibility for a specific activity for grant funding or contribution to match, please contact the Division's grants staff at 800.847.7278.

**Project Budget**

When the relationship between specific work items in the Project Budget and the objectives of the project may not be obvious, please provide clarification regarding the necessity for or contribution of those work items to the successful completion of the project.

The amounts listed in Total Grant Funds and Total Match values below must equal the totals listed in responses to Amount Requested and Match. A detailed description of the applicant's match must be addressed. Documentation of all match must be included in Attachment A).

	<b>Work Item Description</b>	<b>Grant Funds</b>	<b>Match Value</b>	<b>Match Type</b>	<b>Sub-Total</b>
1	all repair/replacement work (labor & materials)	\$245,012.00	\$100,000.00	Cash	\$345,012.00
2	insurance, architect, & admin.	\$34,113.00	\$10,000.00	Cash	\$44,113.00
<b>Totals</b>		<b>\$279,125.00</b>	<b>\$110,000.00</b>		<b>\$389,125.00</b>

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## 17. Match Summary

The grand total of match amounts listed in the Match Summary below **must** equal the match total listed in responses to Question 4b. Documentation of availability and commitment of all match funds to the project must be included as Attachment A.

	Description	Match Type	Amount/Value
1	City of Palatka, CRA / Commission	Cash Match	\$38,972.50
<b>Totals</b>			\$38,972.50

---

## 18. Property Ownership

Enter name of the Property Owner and choose the appropriate owner type. If Applicant is not the owner of the property, the Applicant must secure Property Owner concurrence. The Applicant shall provide a letter from the Property Owner that documents that the Applicant has the permission of the Property Owner of record to conduct the proposed project on the owner's property and that the Property Owner is in concurrence with this application for grant funding (Attachment M).

a) Is the Applicant the owner of the property?

Yes

b) Property Owner

Bethel African Methodist Episcopal Church

c) Type of Ownership

### Non-Profit Organization

*For purposes of this program, a Non-profit Organization is defined as a corporate entity registered pursuant to Chapter 617, F.S. Florida Statutes as a Florida non-profit corporation with the [Division of Corporations, Florida Department of State](#). Non-profit grantees must maintain active non-profit status with the Division of Corporations during the grant period. Exception: To qualify as a "non-profit organization," organizations from outside of Florida must have been determined by the U.S. Department of the Treasury, Internal Revenue Service, to be exempt from federal income tax under section 501(c) of the Internal Revenue Code.*

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## 19. Threats to the Property

Provide a brief explanation of immediate threats to the historic property, site, or area such as proposed demolition, extensive structural damage, on-going site disturbance for archaeological sites, planned re-zoning, etc. Examples of documentation to be included are newspaper articles or public notices discussing proposed demolition of the historic site or proposed development directly impacting the site.

none

Provide in Attachment J: Documentation of threat.

**20. Property or Site Significance (For All Acquisition, Development or Site-Specific Archaeological Projects)**

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**a) For Historic Structures and Archaeological Sites, enter the Florida Master Site File (FMSF) Number (ex. 08ES1234)**

8PU398

Note: The applicant is responsible for ensuring that all information in the current FMSF form is complete and accurate. As part of this application, the applicant is required to complete and submit a new form; staff may determine an application to be incomplete if the form(s) submitted is(are) a copy of one(those) that is(are) already in the Site File. If a FMSF form for the property does not currently exist, the applicant is responsible for completing and filing a form and providing the required map and photograph(s). For information and assistance contact the FMSF staff at [Florida Master Site File](#) / Phone: 850.245.6440 or 800.847.7278.

**Provide in Attachment E: Updated Florida Master Site File records for the project.**

**For Historic Property, Date of the Original Construction (mm/dd/yyyy)**

08/15/1908

**For Historic Property, Date(s) and Description of Major Alterations (300 character limit)**

In 2010, the multi-purpose room, the pastors study and the hall of fame were added to the south end of the church. In 2005, the roof on the church was re-shingled and repaired.

**Original Use of Historic Property**

church

**Current Use of Historic Property**

church, study hall and social fellowship hall..

**Proposed Use of Historic Property**

church, study hall, social fellowship hall and historical archive.

**For Archaeological Sites, provide the Cultural Affiliation of the Site and Dates of Use or Occupation (300 character limit)**

N/A

h) Please explain the historic significance for the property/site. Please refer to National Register of Historic Places (NRHP) criteria for eligibility and, if applicable, the NRHP nomination for the property before developing your response to this question. See the official National Register website for criteria at [nps.gov/nr/publications/bulletins/nrb15/nrb15\\_2.htm](https://nps.gov/nr/publications/bulletins/nrb15/nrb15_2.htm) for guidance.

The historic significance of Bethel A.M.E. is concentrated in its architectural design. The architectural and artistic significance of the church is displayed in its stain glass windows. IT is the only local example of the "ROMANESQUE REVIVAL" architectural style, also known as "RICHARDSON ROMANESQUE". As described in Virginia and Lee McAlester's "A Field Guide to American Houses", this style is an exuberant High Victorian style along with the French Second Empire, Queen Anne and Stick style. Romanesque Revival buildings, an exotic blend of Gothic architecture and Syrian form, are always of rough-faced (in this case rusticated block masonry and demonstrate such features as wide decorative arches, served as landmarks and gateways to downtown Palatka. Examples of historic black churches in this architectural style include Mount Zion A.M.E. Church (Jacksonville), Bethel A.M.E. Church in St.Petersburg, Mt. Zion A.M.E. Church in Dade City, and Friendship Baptist Church in Gainesville Fla. This building exhibits east and west towers placed at the front of an axial nave of intersecting wings. A detailed description of Bethel's Cultural Significance is that Bethel A.M.E. Church is closely linked to Reconstruction-era civil rights, with numerous prominent community members i historic times. Bethel A.M.E. Church has been one of the City's most active and influential congregations over its 110-Year history. Founded by Palatka freed slave Dennis Wood after the Civil War, the A.M.E. district in North Fla. stretched from Tallahassee to Jacksonville, and included Palatka.

## 21. Historical Designation

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Indicate the type of designation currently held by the historic property or site. For properties or sites that have been listed in the National Register or are contributing properties or sites within a National Register District, please provide the date that the property, site or district was listed. Indicate each type of **Historical Designation** currently held by the project historic property or site. Select the types of designations held by checking the appropriate box and providing the associated information below.

### Historical Designation

Indicate each type of **Historical Designation** currently held by the project historic property or site:

Individual National Register Listing(s)

Individual Local Designation

If you checked Individual National Register, please provide the title of listing(s):

BETHEL AFRICAN METHODIST EPISCOPAL CHURCH: March 23,2016`

If you checked Individual National Register, please provide the date of listing(s) (mm/dd/yyyy):

N/A

If you checked National Register District, please provide the title of listing(s):

N/A

If you checked National Register District, please provide the date of listing(s) (mm/dd/yyyy):

N/A

If you checked Individual Local Designation(s), please provide the name of the property:

BETHEL AFRICAN METHODIST EPISCOPAL CHURCH

If you checked Individual Local Designation, please specify the Date of Designation (mm/dd/yyyy):

FEBRUARY 26,2016

If you checked Individual Local Designation(s), please provide the Designating Entity:

PUTNAM COUNTY HISTORICAL SOCIETY

If you checked Locally Designated District - Contributing Resources, please specify the name of the District

N/A

If you checked Local Designated District, please provide the Date of District Designated (mm/dd/yyyy):

N/A

If you checked Local Designated District, please provide the Designating Entity:

N/A

## **Local Protection**

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22. Indicate the level(s) of local protection currently afforded the historic property or site that is the subject of this funding request. Select the types of protections held by checking the appropriate boxes below.

Local Ordinance

Protective/Restrictive Covenant

## Maintenance Agreement

**If you checked Conservation Easement, please explain AND provide a copy of the Conservation Easement in Attachment K:**

N/A

**If you checked Protective/Restrictive Covenant, please explain AND provide a copy of the Protective/Restrictive Covenant in Attachment K:**

CITY ORDINANCE: ARTICLE III - SEC.54-71/ HISTORIC DISTRICTS

**If you checked Maintenance Agreement, please explain AND provide a copy of the Maintenance Agreement in Attachment K:**

CITY ORDINANCE: ARTICLE III - SEC.54-71/HISTORICAL DISTRICTS

**If you checked Other, please explain:**

N/A

## 23. Annual Visitation

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What is the estimated or anticipated Annual Visitation for the project property, site, or museum exhibit?

APPROXIMATELY 20,000 PEOPLE

What is the basis of these estimate? (200 character limit)

Because of members Sunday attendance, extra church activities, other church congregations visitations and random visits from interested parties who want to get a closer inspection of the building's architectural features.

## 24. Direct Economic Impact

Provide a brief explanation of the **Direct Economic Impact** this project will have on the surrounding community. Include any information regarding number of jobs it will provide, if known. (1,500 character limit)

This project will positively impact the local job market by creating at least 20-30 new jobs during the project period. It will also contribute to the local and Federal tax base, excite a degree of spending on the local retail level and this is because of the available disposable disposable incomes created because of this project. This project will also create an opportunity for each

employee to be able to restore their bad credit ratings to good ratings because of incomes which allows for payments to be made on delinquent accounts or accounts paid off. The adjoining and surrounding property values will be increased because of this project. And also, the surrounding and adjoining businesses will be motivated to upgrade their business while their business experience increased promotions and attention because of this project.

## **25. Cost of Maintenance**

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a) What is the anticipated annual cost of maintenance of the subject Historic Property, archaeological site, etc. on completion of the project?

The anticipated annual cost of maintenance for the subject historic property is estimated to be approximately \$2,500.00

b) What is the source of the funding?

The source of funding for the annual maintenance cost will come from; 1) Member tithes, 2) contributions, 3) fund raising events and member offerings.

c) How much was spent on maintenance of the subject Historic Property, archaeological site or museum exhibit last year?

The amount spent on maintenance for the subject historic property was \$2,000.00

d) How much is budgeted for maintenance of the subject Historic Property, archaeological site or museum exhibit in the year following completion of the project?

The amount budgeted for maintenance of the subject historic property is \$3,500.00

## **26. Benefit to Minorities and the Disabled**

Briefly describe any direct benefit the project will have on minority groups and/or the disabled. Include any alterations to the site that will make the site more accessible to the public. (1,500 character limit)

This project will directly positively benefit the local minority population by the elevations of the surrounding community property values owned by minorities. This project also creates the opportunity for local minorities to adopt a stronger sense of identity, pride and motivated interest in the opportunity to become a member of a beautiful historical church. Also, the historical information that will be on display after the completion of this project, depicting the accomplishments of former minority pioneers, influence the minority observer in positive ways. This is accomplished through the identification process each minority who will visit our church's archive, will adopt from the historical information on display of other minorities accomplishments. The disabled will be positively affected and provided for by the presence and restoration of accommodations (carpet-covered wheelchair ramp) which gives access our church. The completion of this project will also benefit any disabled person just as it will any other non-disabled person.

## 27. Educational Benefits

Provide a brief description of the **educational benefits** of this project. Explain how the Project will educate the public on issues related to historic preservation, Florida history, and/or heritage preservation. (1,500 character limit)

The educational benefit this project will offer is through the public display of architecture preserved from an earlier period conveying preservation of knowledge of the people in their community illuminating their concerns and activities. The church member history which involved local, State and Federal involvements and efforts influenced social/civil, educational, political and economic concerns. The Floridian historical involvements will also be an educational benefit. This project will be an example of the importance of preserving history. Our heritage and general way of life will be promoted through this project, in that community involvement, association and preservation through restoration are all necessary to accomplish success of the preservation of our heritage which is our way of life.

## 28. Organization Information

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### a) Organization Name

Bethel African Methodist Episcopal Church

### b) Address

719 Reid Street

### c) City

Palatka

### d) State

Florida

### e) Zip

32177

### f) Type of Applicant

Non-Profit Organization

**g) Organization/Entity Years in Existence**

149 years

**h) Name Organization's Chief Officer**

Reverend James H. McGriff

**i) Title of Organization's Chief Officer**

Pastor

**j) Chief Officer's Email Address**

reverendmcgriff66@yahoo.com

**k) Chief Officer's Phone Number**

(386)546-5454

**l) Applicant Organization's Federal Employer ID No.**

59-3594402

**m) SAMAS No. (State Agencies ONLY)**

N/A

**n) Applicant Organization's Web Site**

None

**29. Designated Project Contact**

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The project contact is the applicant organization's **primary contact** for the application review process. In addition to being available to answer questions from Division of Historical Resources staff regarding the proposed project and application, the project contact is usually the individual who will be administering the project, if it is funded.

**Note:** If the project contact changes after the application is submitted, it is the responsibility of the applicant

organization to provide timely notification of such change to the Division.

**a) Name**

Gary Mcgriff

**b) Address**

500 Magnolia Street

**c) City**

Palatka

**d) State**

Florida

**e) Zip**

32177

**f) Daytime Telephone No.**

(904)444-2481

**g) Telephone Extension:**

None

**h) Email Address**

Email is the Department of State's primary source of contact. It is the responsibility of the applicant to keep this information current at all times.

[garyjmcgriff@gmail.com](mailto:garyjmcgriff@gmail.com)

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**30. Project Representation**

Please provide the information requested regarding state legislative and congressional representation for the project location. Use the link provided for assistance in finding your legislative information. **Be careful to provide accurate and current information.**

a) State House of Representatives District Number and Name of Representative for Project Location.  
( [Find Information regarding Representatives](#) )

1) House of Representatives District Number(s)

6

2) Representative Name

Travis Hudson

b) State Senate District Number and State Senator for the Project Location ( [Find Information regarding Senators](#) )

1) Senator District Number(s)

19

2) Senator Name

Charles Van Zant

c) Congressional District Number of U.S. Congressional Representative for the Project Location  
( [Find Information regarding Congressional Representative](#) )

1) Congressional District Number(s)

5 & 6

2) Congressperson Name

Corrine Brown & Ron Desan

### **31. Applicant Grant Experience and History**

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Please provide the following information regarding the applicant's previous grant assistance from the Department of State (DOS), other granting entities, and current administrative support in a) - c) below.

a) Has the applicant received previous grant assistance from the Department of State (DOS) within the past five years, or does the applicant have any open grants with DOS? Please use the DOS [Grant History Online Search Tool](#) and the Division's [Grant Recipients Online Search Tool](#) to find this information. If yes, please specify the year of the grant award, grant number, grant project name, the DOS Division that awarded the grant, the grant award amount, and its current status.

No

If yes, specify the year of the grant period, the project name, the Division that awarded the grant, the amount of the award and current status.

	Year	Grant No.	Grant Project Name	Granting Entity	Grant Amount	Open/Closed
1	N/A	N/A	N/A	N/A	\$0.00	Open
<b>Totals</b>					\$0.00	

b) Has the applicant received previous grant assistance from entities other than the Department of State within the past five years?

No

If yes, please specify the year of the grant award, grant number, grant project name, the granting entity, the grant award amount, and its current status.

	Year	Grant No.	Grant Project Name	Granting Entity	Grant Amount	Open/Closed
1	N/A	N/A	N/A	N/A	\$0.00	Open
<b>Totals</b>					\$0.00	

c) Please list those persons who will be directly involved with the administration of the grant should this application be successful. This should include the Project Contact listed and all other individuals who will have a role in the execution of the grant project. Please list below the individuals' names, roles or titles within the applicant organization (if applicable), percentage of work time dedicated to grant administration, and anticipated duties.

	Name	Role or Title	% of Time	Duties	Email Address	Phone
1	Rev. James H. McGriff	Pastor / Chairman	10%	Acknowledgements	reverendmcgriff66@yahoo.com	(386)546-5454
2	Gary McGriff	Member/E.D.S.	90%	Project administrator & monitor	garyjmcgriff@gmail.com	(904)444-2481

d) Were any of the individuals listed in c) above involved with the administration of previous grants listed in questions a) or b)?

No

If yes, please indicate which grant(s) and briefly describe their administrative responsibilities. Also, describe any additional grant experience they have in the space below.

N/A



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**REQUEST** for Contract Amendment to allow upper floor residential or commercial at 105 S. 2nd Street (Moragne Building) - Charles and James Land, LLC as prospective purchaser and limited agent for Riverfront Development Group, LLC

### **SUMMARY:**

A request has been received for amendment to the use restrictions (paragraph 27.1) to the contract agreement between Riverfront Development Group, LLC and City of Palatka. The request is to "allow for residential OR commercial uses" in the upper (2nd and 3rd) floors of the Moragne Building at 105 S. 2nd Street.

The Planning Director and City Attorney have stated that this will also require a modification of the conditional use approved on 5/26/16 and will require review by the Planning Board as a separate matter. They have stated this contract amendment request can be taken directly to the City Commission.

### **RECOMMENDED ACTION:**

**Consider request for amendment to agreement between City of Palatka and Riverfront Development Group, LLC to allow residential OR commercial uses in upper floors of 105 S. 2nd Street (Moragne Building - 100 Block development)**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ Request for Amendment to Developer Contract	Presentation
▫ RDG Letter	Backup Material
▫ RDG Contract Deed Restrictions	Exhibit
▫ RDG Contract	Exhibit
▫ RDG Contract Amendment #1 3/2016	Exhibit

### **REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	6/10/2016 - 2:45 PM
City Clerk	Driggers, Betsy	Approved	6/10/2016 - 2:45 PM

TERHILL 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

## 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:**

Charles and James Land, LLC, as prospective purchaser and limited agent for Riverfront Development Group, LLC

Address: 105 South 2nd Street, Palatka, Florida 32177 e-mail Nancyjo@riverfrontdev.com

Daytime Phone (386) 385-3314 Other ph. \_\_\_\_\_ Fax \_\_\_\_\_

Requested meeting date: 23 June 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:** Modification of Use Restrictions in contract between the City of Palatka and Riverfront Development Group to allow for residential OR commercial uses in the 2nd and 3rd floors of the Moragne Bldg. located at 105 South 2nd Street. Proposed language attached.  
(attach additional sheet if necessary)

**Commission Action Requested, if any:** Modify the development/use restrictions of paragraph 27.1 of the Contract

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 206 105

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

201 N. 2ND STREET • PALATKA, FLORIDA 32177

PHONE: (386) 329-0100

www.palatka-fl.gov

FAX: (386) 329-0106

**MODIFICATION OF USE RESTRICTIONS UNDER CONTRACT PARAGRAPH 27.1**

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 in order to modify the use restrictions:

"Notwithstanding any provision of this contract or exhibit thereto, Buyer may use the second and third floors of the building known as the Moragne Building, located at 105 South 2<sup>nd</sup> 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 second and third floors of the building known as the Moragne Building, located at 105 South 2<sup>nd</sup> Street, for either commercial or residential uses."

## Betsy Driggers

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**From:** Thad Crowe  
**Sent:** Friday, June 10, 2016 9:55 AM  
**To:** Don Holmes; Betsy Driggers; Terill Hill; Terry K. Suggs  
**Subject:** RE: FW: 6/23/16 Commission Agenda item request received.

Yes, the Commission has to revise the contract since the approved Exhibit C site plan reads "Residential Second & Third Floor" and now they want Office 2<sup>nd</sup> floor and Residential & Office 3<sup>rd</sup> Floor. And since it is a major change from the approved conditional use, it requires a new separate review by the Planning Board.

Thad Crowe, AICP  
Planning Director, Building & Zoning Dept.  
City of Palatka

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**From:** Donald Holmes [mailto:holmes@holmesandyoung.com]  
**Sent:** Friday, June 10, 2016 9:47 AM  
**To:** Betsy Driggers; Thad Crowe; Terill Hill; Terry K. Suggs  
**Subject:** RE: FW: 6/23/16 Commission Agenda item request received.

I've spoken with Thad and I think that Thad and I agree that the request will require both a modification of the "conditional use" earlier approved, as well as a contract modification (assuming the contract required "commercial first floor and residential above". Thad is checking the exact language of the contract. I am not offering an opinion in opposition to the requested change. I am simply stating that I believe the change would constitute a substantial modification of the "conditional use" that was just approved, necessitating Planning Board consideration. The contract issue could be taken directly to the City Commission.  
Don

Donald E. Holmes, Esq.  
Holmes & Young, P.A.  
222 N. 3rd St.  
Palatka, FL 32177  
(386) 328-1111  
Fax: (386) 328-3003

**TAX ADVICE DISCLOSURE:** Pursuant to the requirements of Internal Revenue Service Circular 230, we advise you that any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of: (1) avoiding penalties that may be imposed under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any transaction or matter addressed in this communication.

**CONFIDENTIALITY NOTICE:** The information and all attachments contained in this electronic communication are legally privileged and confidential information, subject to the attorney-client privilege and intended only for the use of intended recipients. If the reader of this message is not an intended recipient, you are hereby notified that any review, use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately of the error by return email and please permanently remove any copies of this message from your system and do not retain any copies, whether in electronic or physical form or otherwise.

Thank you.

Holmes & Young, P.A. (386) 328-1111

# RIVERFRONT SQUARE



June 20, 2016

Mr. Terry Suggs, City Manager  
201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177

Dear Mr. Suggs,

We have been contacted by a prospective buyer interested in purchasing the Moragne building on St Johns Avenue. However, for this to be considered, the City would need to agree to modification of the permitted uses under Paragraph 27 of the current contract.

We have a deep appreciation for the working partnership that allows Riverfront Development Group to proceed with the design of up to 16 multi-family units. With that said, we heard clearly the preference of the City, Planning Board, and respected citizens, that fewer units would be more desirable.

The prospective buyer has plans for residential and commercial on the third floor. Their plans include commercial on the first and second floor. The buyer is included on the City agenda request form as well as the application for modification of the Conditional Use Permit.

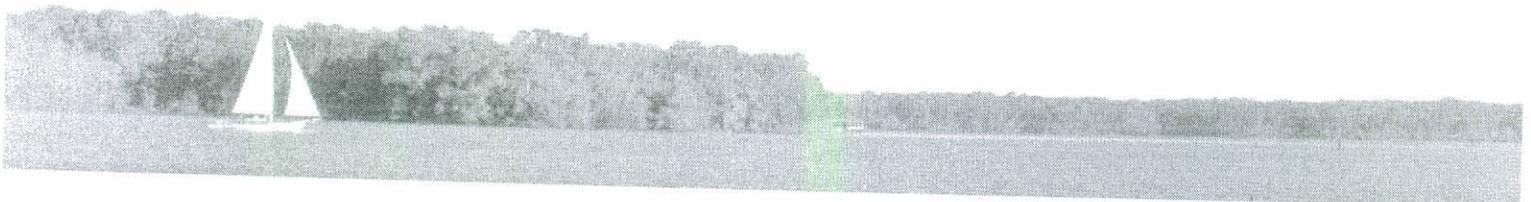
We share a working consensus to complete Riverfront Square promptly and we continue construction as approved by the City. However, we do feel a sense of obligation as a partner, to offer the City a chance to decide if the requested modification is in the City's best interest.

This item has been placed on the City Commission agenda June 23, 2016, as well as the Planning Board on July 5, 2016, in an effort to meet deadlines should the City prefer this potential modification.

Please don't hesitate to contact me in regards to this matter. We are committed to strengthening our partnership, while keeping the most desirable, acceptable outcome for all parties. I thank you in advance for helping share this information with the appropriate people.

Best Regards,

Tom Townsend  
Riverfront Development Group  
(386) 336-2688



## 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: *Michael J. Czymbor*  
Michael J. Czymbor, CITY MANAGER

Date: August 1, 2013

ATTEST:

*Betsy J. Driggers*  
Betsy J. Driggers, CITY CLERK

WITNESS:

*Lisabeth Weber*  
Print Name: Lisabeth Weber

BUYER: RIVERFRONT DEVELOPMENT GROUP, LLC

By: *Joseph C. Diamond*  
Joseph C. Diamond, Manager

Date: August 1, 2013

WITNESS:

*Christy Wilkinson*  
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 1<sup>st</sup> day of August, 2013.

My Commission Expires:  
(Seal)



*Betsy Jordan Driggers*  
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**

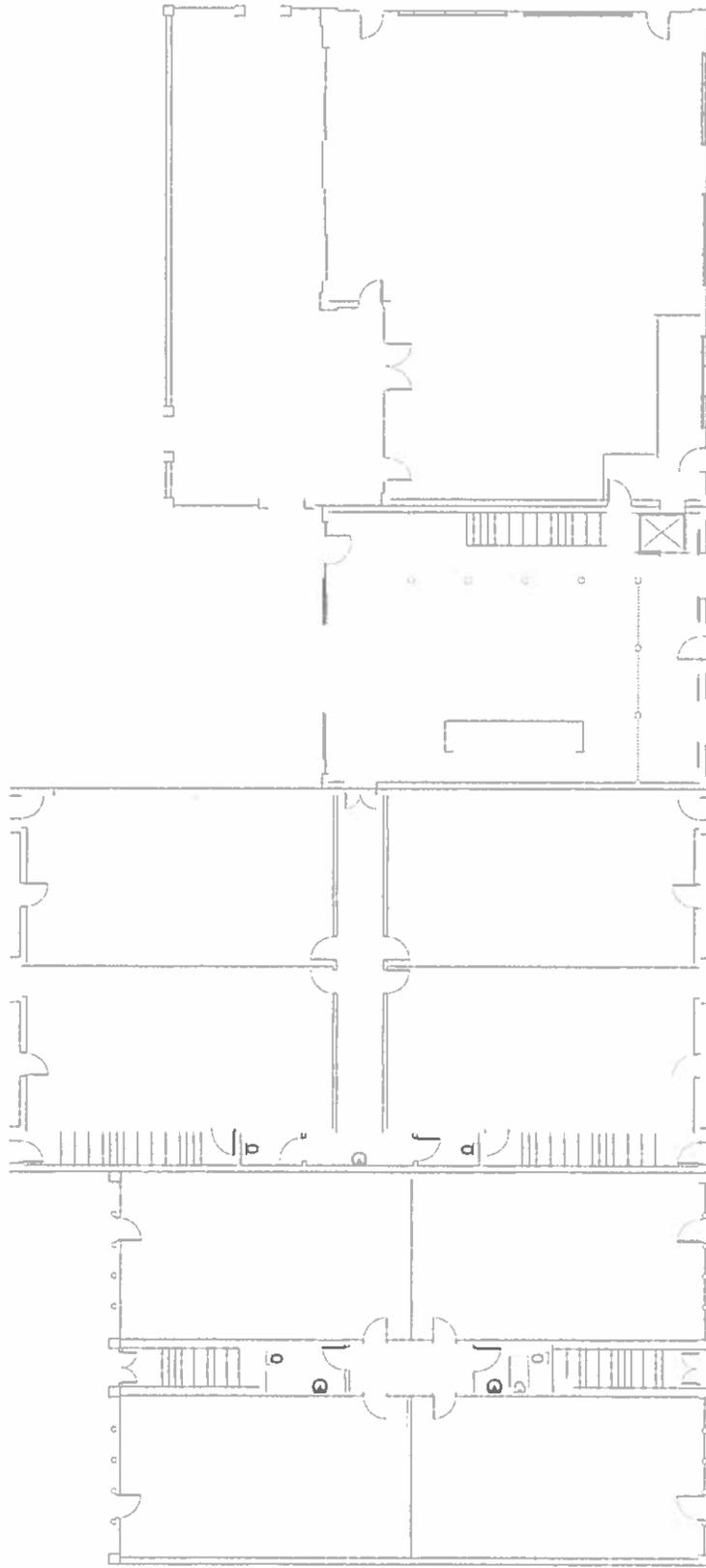
1. Taxes for the year of the effective date of the owner's title insurance policy or guarantee and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary 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 MARSH

THE SHED

THE BAY

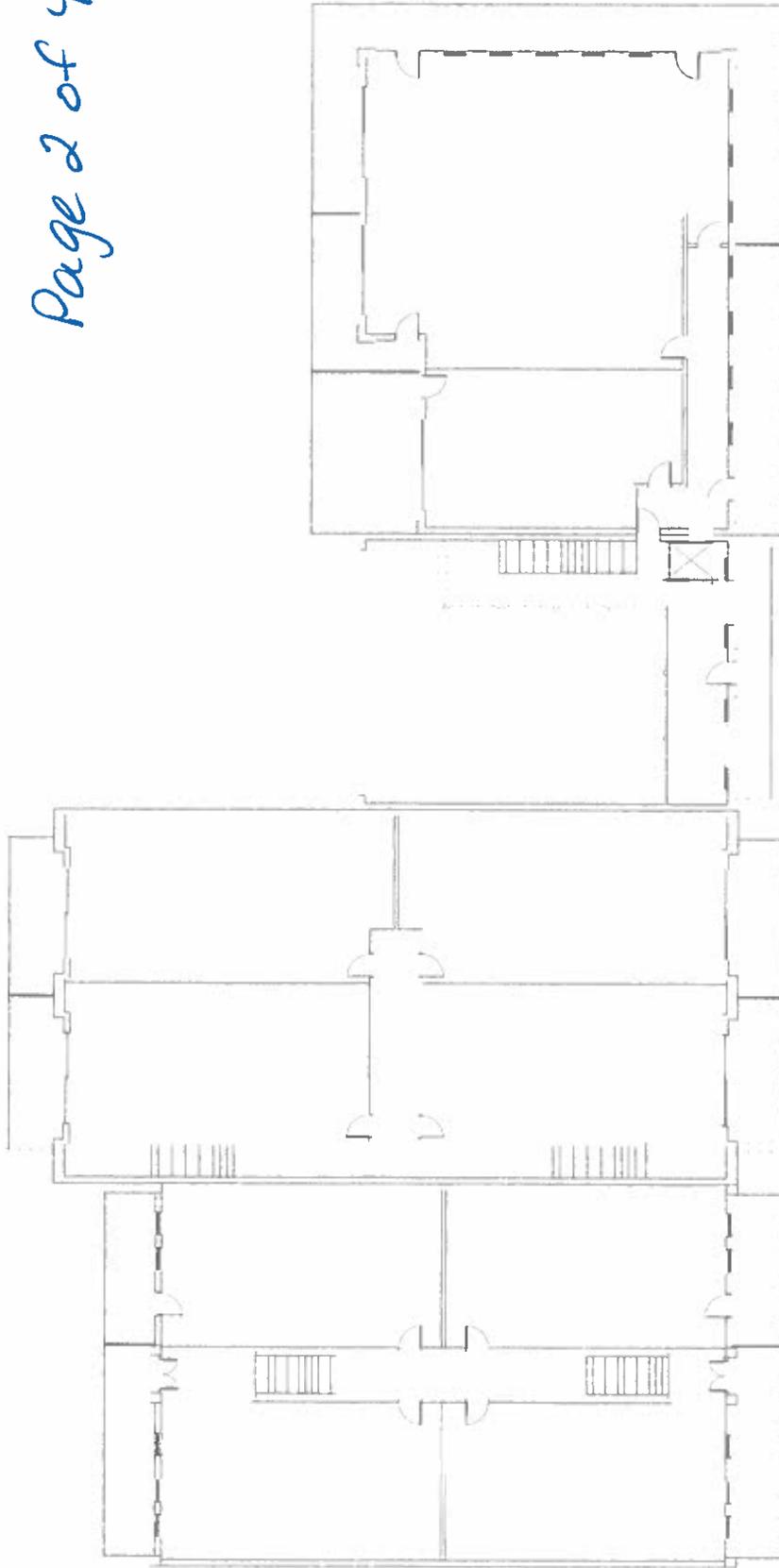
THE MARSH

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

1ST FLOOR USE - COMMERCIAL RETAIL / RESTAURANT

**EXHIBIT "C"**

Page 2 of 4



THE MORGUE

THE BARRIC

THE SHOW

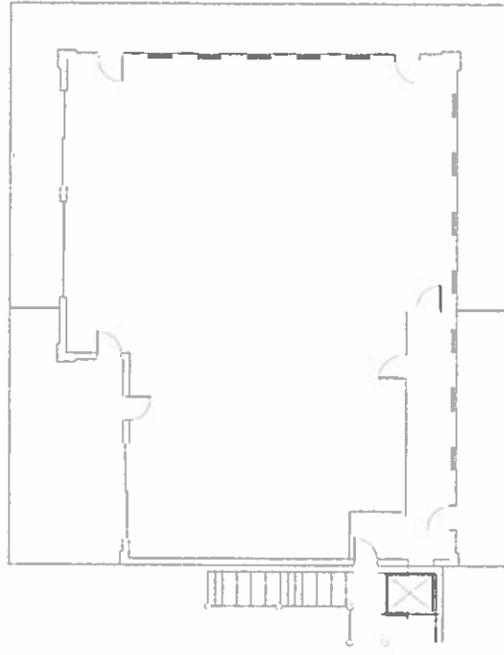
THE MORGUE

2ND FLOOR USE - RESIDENTIAL

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

**EXHIBIT "C"**

Page 3 of 4



THE APARTMENT

THE SHOW

THE BUILD

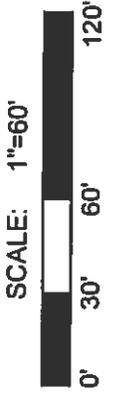
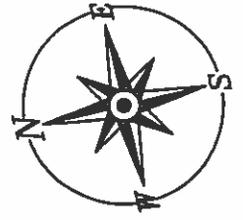
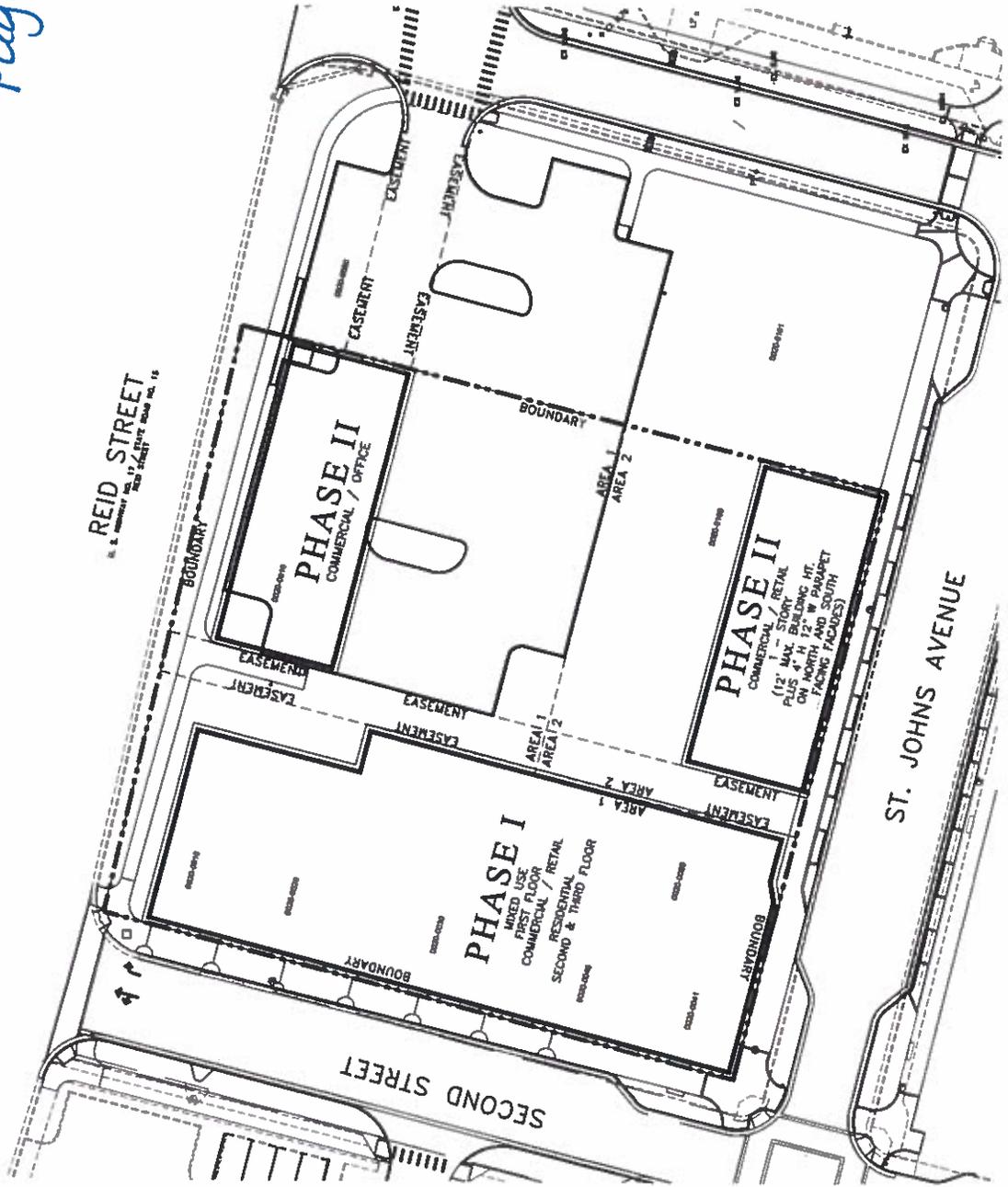
THE BUILDING

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

3RD FLOOR USE - RESIDENTIAL

# 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:**

**RESOLUTION** authorizing execution of an agreement with Miss Florida Azalea Scholarship Pageant, Inc. regarding its "Bling the Crown" Project to raise funds for construction of a splash pad at the Riverfront Park - Adopt

**SUMMARY:**

This item concerns a request from the the Miss Azalea Pageant Scholarship Fund organizers to execute a Memorandum of Agreement concerning its "Bling the Crown" fundraising/community project to raise money for the construction of a splash pad at the Riverfront Park. Marcia Tracey will speak to the request.

Mrs. Tracey, Pageant Organizer, has proposed to raise \$100,000, with 75% of these funds going towards the construction of a splash pad for the Riverfront Park playground area, under the terms of the proposed Agreement, which follows this Summary.

They also seek permission to erect a temporary fundraising sign at the Park. A proposed template for the sign follows this Summary. Staff has suggested changes to clarify the purpose of the fundraising project.

**RECOMMENDED ACTION:**

**Consider the adoption of a resolution authorizing execution of an agreement with Miss Florida Azalea Scholarship Pageant, Inc. for the funding, construction and maintenance of a splash pad and grant permission to erect a temporary fundraising sign at the Riverfront Park.**

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▢ Resolution	Resolution
▢ Memorandum of Agreement	Exhibit
▢ Exhibit A to MOA	Exhibit
▢ Sign template	Attachment

**REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	6/17/2016 - 9:58 AM
City Clerk	Driggers, Betsy	Approved	6/17/2016 - 10:46 AM

**RESOLUTION NO. 2016-12-43**

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST A MEMORANDUM OF UNDERSTANDING BETWEEN THE MISS FLORIDA AZALEA SCHOLARSHIP PAGEANT, INC. (MFASP) AND THE CITY OF PALATKA FOR THE FUNDING AND CONSTRUCTION OF A SPLASH PAD AT THE RIVERFRONT PARK.**

**WHEREAS**, The City owns and operates real property commonly referred to the Riverfront Park located in Downtown Palatka on the St. Johns River; and

**WHEREAS**, the Riverfront Park lacks a splash pad for the Children of Palatka and Putnam County; and

**WHEREAS**, the City and Miss Florida Azalea Scholarship Pageant, Inc. (MFASP) desire to construct a splash pad for the Children of Palatka and Putnam County to be located on the Riverfront Park property; and

**WHEREAS**, MFASP has proposed to donate \$75,000 towards the project; and

**WHEREAS**, a Memorandum of Agreement has been prepared to memorialize the donation and conditions thereof; and

**WHEREAS**, it is in the best interest of the City of Palatka to execute the Memorandum of Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Commission of the City of Palatka, Florida, that the Mayor and City Clerk are hereby authorized to execute and attest the Memorandum of Agreement between the Miss Florida Azalea Scholarship Pageant, Inc. of Palatka and City of Palatka for funding, construction and maintenance of a splash pad at Palatka's Riverfront Park, a copy of which is attached hereto as Exhibit "A" and incorporate herein by reference.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka, Florida this 23<sup>rd</sup> day of June, 2016.

**CITY OF PALATKA**

**BY:** \_\_\_\_\_  
**Its Mayor**

**ATTEST:**

\_\_\_\_\_  
**City Clerk**

**APPROVED AS TO FORM  
AND CORRECTNESS:**

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

## **AGREEMENT**

### **REGARDING**

#### **A PALATKA RIVERFRONT PARK SPLASH PAD**

This Memorandum of Agreement (“Agreement”) is entered into as of the **23<sup>rd</sup> day of June 2016**, by and between **Miss Florida Azalea Scholarship Pageant, Inc. (MFASP)**, a Non Profit 501c(3) (Pending) (B82-NTEE codes) and the **City of Palatka**, a municipality chartered under the laws of the State of Florida, located in Putnam County, (“the City”) (each referred to herein as “Party” and collectively referred to herein as “Parties”).

**WHEREAS**, the City owns and operates real property commonly referred to the Riverfront Park located in Downtown Palatka on the St. Johns River; and

**WHEREAS**, the River front Park lacks a Splash Pad for the benefit of the Children of Palatka and Putnam County; and

**WHEREAS**, the City and MFASP desire to construct a Splash Pad area for the Children of Palatka and Putnam County to be located on the Riverfront Park property.

**NOW THEREFORE**, in consideration of the promises and considerations set forth herein, the parties hereto agree as follows:

1. **Location**: The Splash Pad shall be located on the City of Palatka's Riverfront Park, the boundaries of which are generally defined in Exhibit A attached hereto (the Splash Pad).
2. **Scope**: The Splash Pad shall include the Site Preparation, Construction of the new Splash Pad, and associated ADA path of travel upgrades as described below.
3. **Definitions**: For the purposes of this Agreement, the following terms shall be defined as follows:

“*ADA Work*” shall mean accessibility improvements as defined by the Florida Building Code, such as sidewalks, ramps, landings, stairs, and/or railings, curbing and /or walls performed within or leading to the Splash Pad area, as required as a condition of approval by the City of Palatka Building Department.

“*Site Preparation*” shall mean the demolition, excavation, grading, installation of irrigation, landscaping, lighting, installation of suitable base material and utility connections within the Splash Pad.

4. **Funding**: Both parties agree that the estimate project cost is \$75,000.00. The Miss Florida Azalea Scholarship Pageant, Inc. has a goal of raising \$100,000.00, of which 75%, or \$75,000.00, will be given to the City to be specifically designated to fully construct the project including the Splash Pad, Site Preparation, ADA work, and permitting costs. The remaining 25% of funds raised, or \$25,000.00, will remain with MFASP for the Miss Florida Scholarship Pageant, Inc. scholarship. If the bid received for the Splash Pad exceeds the agreed upon total project cost, the City agrees to value-engineer the project to meet the budget amount.

5. **Naming Rights:** The City Commission shall determine the name of the Splash Pad and Miss Florida Azalea Scholarship Pageant contributions/roles will be publicly acknowledged and permanently displayed at the Splash Pad on the dedication monument.
6. **Design:** The Parties agree to mutually create, present, develop and refine a conceptual plan for the Project which is subject to the final approval of the Palatka City Commission. Final design will be determined by the City. As a token to represent the Azalea City and pageant, an azalea design should be incorporated in the design.
7. **Maintenance:** The City will maintain the Splash Pad at its cost, including the routine daily maintenance as well as any repair or replacement needed to reasonably sustain the Splash Pad in its "as built" condition, including those things that require cleaning, painting, restoration or replacement, due to normal wear and tear.
8. **Project Management:** The City shall provide Construction and Project Management services for the duration of the Splash Pad project at its sole cost.
9. **Schedule:** Both parties agree that time is of the essence. MFASP agrees to issue payment to the City, in the amount specified in Section 4, following the time the monies are raised by the MFASP. through its "Bling the Crown" fundraising project.
10. **Default by Either Party/Termination:** If any party fails to fulfill its obligations under this agreement in a timely and proper manner, the other parties shall have the right to terminate their participation by giving written notice of any deficiency. The party in default shall then have thirty (30) calendar days from receipt of the notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this agreement shall terminate, unless mutually amended, at the expiration of the thirty (30) day time period.
11. Each party acknowledges, warrants, and represents that it has all necessary rights, authority and corporate power to enter into, execute and perform this Agreement in accordance with its terms without violating the rights of any other person, and that it has no knowledge of the existence of any other contract or agreement which would prevent it from carrying out its respective responsibilities under this Agreement.

**IN WITNESS WHEREOF**, each Party has caused this MOU to be executed by its duly authorized representative as of the date first written above.

**MISS FLORIDA AZALEA SCHOLARSHIP.  
PAGEANT, INC (MFASP)**

**CITY OF PALATKA, FLORIDA**

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

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

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

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

**WITNESS** as to MFASP:

**ATTEST** for City of Palatka:

\_\_\_\_\_  
Print name:

\_\_\_\_\_  
City Clerk (seal)

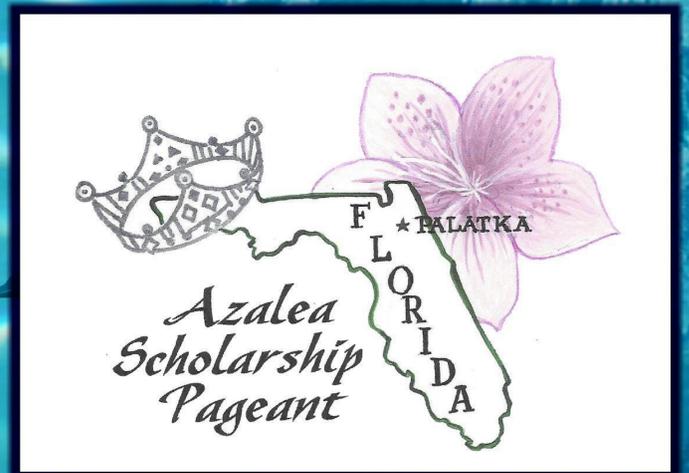
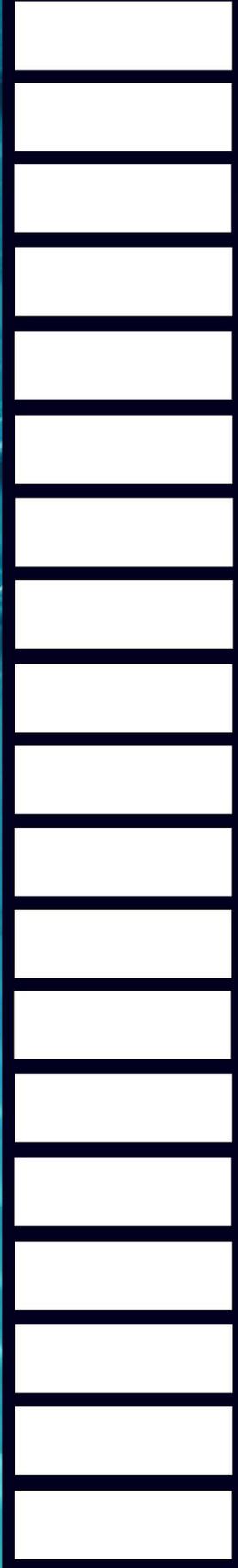
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Print name:



# BLING THE CROWN

OUR  
\$100,000  
GOAL

\$95,000  
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\$5,000



# SPLASH TOWN



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**PUBLIC HEARING/ORDINANCE** - 7301 Crill Avenue - Planning Board  
Recommendation to amend the Comprehensive Plan Future Land Use Designation from RM (Residential Medium) to COM (Commercial) - Bldg. & Zoning Dept., applicant - Adopt

### **SUMMARY:**

While the property has an existing convenience store and gas pumps, Property Appraiser data indicated the site had two-family (R-2) zoning and the Residential Medium (RM) FLUM (Future Land Use Map) classifications. Staff retrieved a 1989 ordinance annexing and rezoning the property to C-2, but could not find any ordinance assigning a commercial land use to the property – therefore Staff is pursuing this as an administrative action. The case was prompted by appraisal and owner inquiries and concerns about nonconforming status.

### **RECOMMENDED ACTION:**

**Adopt ordinance assigning the COM Future Land Use Map designation to the property.**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▣ Ordinance	Ordinance
▣ Staff Report	Backup Material
▣ Planning Board Minutes Excerpt	Resolution

### **REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Planning	Crowe, Thad	Approved	6/10/2016 - 10:43 AM
City Clerk	Driggers, Betsy	Approved	6/10/2016 - 1:33 PM

This instrument prepared by:  
Thad Crowe, AICP  
201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177

**ORDINANCE NO. 16 -**

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 10 ACRES IN SIZE): FROM RM (RESIDENTIAL MEDIUM) TO COM (COMMERCIAL) FOR 7301 CRILL AVENUE, LOCATED IN SECTION 09, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, application has been made by the City of Palatka Building and Zoning Department on behalf of the following owner of said property: Tristar Invesco Inc., for certain amendment to the Comprehensive Plan Future Land Use Map of the City of Palatka, Florida, and

**WHEREAS**, Section 163.3187, Florida Statutes, as amended, provides for the amendment of an adopted comprehensive plan, and

**WHEREAS**, Section 163.3187(1)(b), Florida Statutes, as amended, provides that a local government may amend its adopted comprehensive plan to change the land uses of up to 120 acres by small scale amendments annually, and

**WHEREAS**, Section 163.3187(2), Florida Statutes, as amended, provides that small scale development amendments require only one public hearing before the governing board, which shall be an adoption hearing, and

**WHEREAS**, the Planning Board conducted a public hearing on April 5, 2016 and recommended approval of this amendment to the City Commission, and

**NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:**

**Section 1. Adopted Small Scale Amendment**

That the Future Land Use Map of the adopted Comprehensive Plan of the City of Palatka is hereby amended to provide that the Future Land Use of the parcel of land listed in Table 1 below shall be changed as designated and that the Future Land Use Map shall be amended to show the changes.

**TABLE 1  
ADOPTED SMALL SCALE AMENDMENT**

<u>Property Tax Number</u>	<u>Acreage</u>	<u>Current Future Land Use</u>	<u>Amended Future Land Use</u>
09-10-26-0000-0340-0110	0.45	RM (Residential Medium)	COM (Commercial)
DESCRIPTION OF PROPERTY: PT OF SE1/4 OF SW1/4 OR520, P1791 (EX OR885 P1863RD) (Being 7301 Crill Avenue)			

**Section 2. Effect on the Comprehensive Plan**

The remaining portions of said adopted comprehensive plan of the City of Palatka, Florida, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

**Section 3. Severability**

Should any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion.

**Section 4. Effective date**

This Ordinance shall become effective thirty-one (31) days after its final passage by the City Commission of the City of Palatka, Florida.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka on this 23<sup>rd</sup> day of June, 2016.

**CITY OF PALATKA**

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

**ATTEST:**

# Case 16-18

Request to Amend Future Land Use Map  
7301 Crill Ave.

## STAFF REPORT

**DATE:** March 30, 2016

**TO:** Planning Board members

**FROM:** Thad Crowe, AICP  
Planning Director

### APPLICATION REQUEST

To annex, amend FLUM, and rezone the following property as noted below. Public notice included newspaper advertisement, property posting, and letters to nearby property owners (within 150 feet). City departments had no objections to the proposed actions.

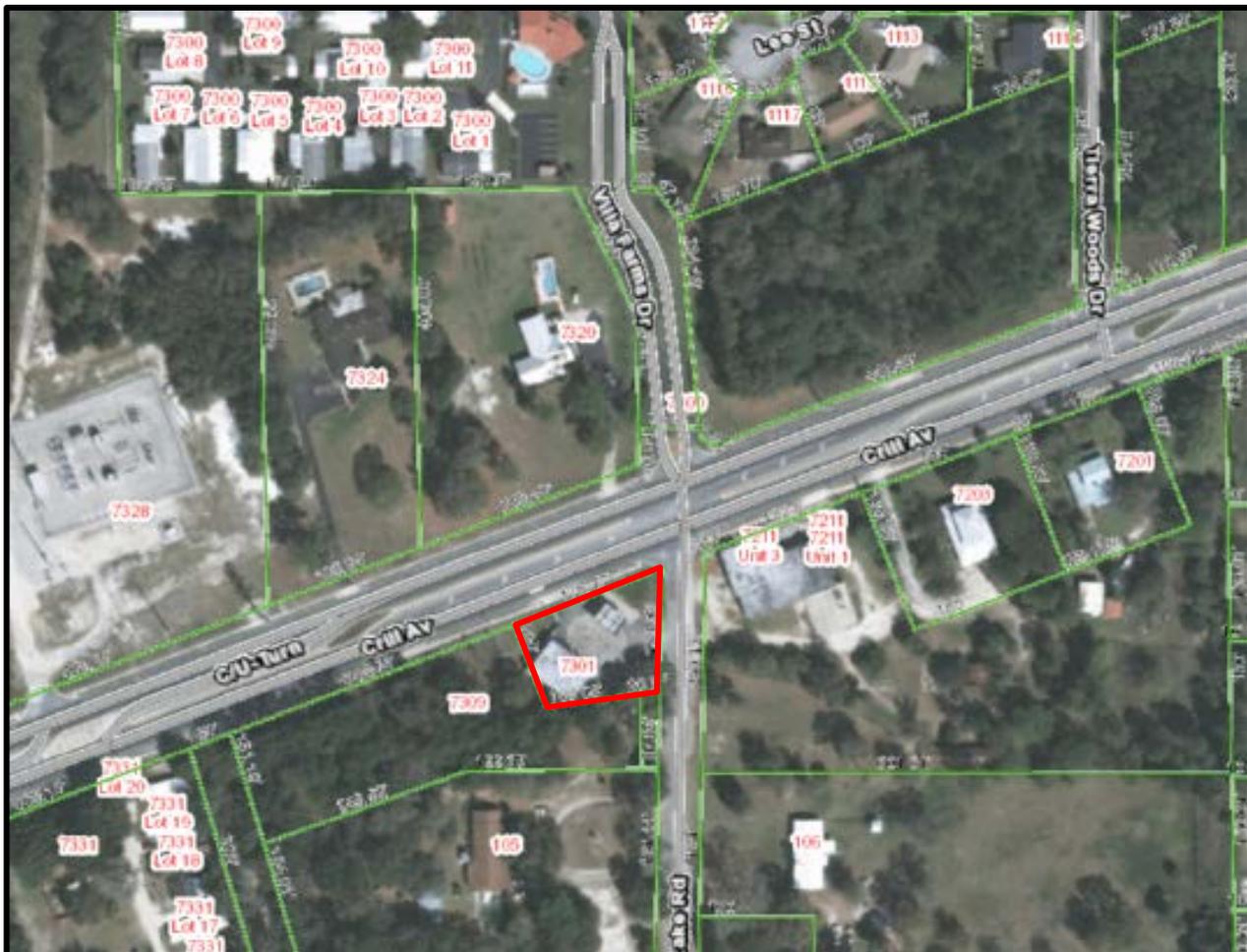


Figure 1: Site and Vicinity Map (property outlined in red)



Figure 2: property from Crill Ave.

### **APPLICATION BACKGROUND**

The property under consideration has an existing convenience store and gas pumps. Property Appraiser data indicated the site had two-family (R-2) zoning and the Residential Medium (RM) FLUM (Future Land Use Map) classifications. Staff did retrieve a 1989 ordinance annexing and rezoning the property to C-2, but could not find any ordinance assigning a commercial land use to the property – therefore Staff is pursuing this as an administrative action. The case was prompted by appraisal and owner inquiries and concerns about nonconforming status. Vicinity properties and their FLUM and zoning classifications are shown below.

**Table 1: Current and Proposed Future Land Use Map and Zoning designations**

	<b>Actual Use</b>	<b>FLUM</b>	<b>Zoning</b>
Property - existing	Convenience store w/ gas pumps	RL (Residential Low)	C-2 (Intensive Commercial)
South of prop.	Undeveloped	RL (Residential Low)	R-1A (Single-Family Residential)
North of prop.	Single-family home Tierra Farms entrance	UR (Urban Reserve)	Putnam Co. AG
East of prop.	Auto repair/car wash building	UR (Urban Reserve)	Putnam Co. C-2 (Commercial Gen. Light)
West of prop.	Undeveloped	UR (Urban Reserve)	R-1A (Single-Family Residential)

### **PROJECT ANALYSIS**

#### **Future Land Use Map Amendment Analysis**

Criteria for consideration of comprehensive plan amendments under F.S. 163-3187 are shown in italics below (staff Comment follows each criterion, and comprehensive plan extracts are underlined).

*List Goals, Objectives, and Policies of the Comprehensive Plan that support the proposed amendment.*

The proposed amendment is in keeping with the following objective and policies of the Comprehensive Plan, and does not conflict with other plan elements.

Policy A.1.9.3

A. Land Use Districts

1. Commercial

*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. 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.*



Figure 3: Future Land Use Map (FLUM)

**Staff Comment:** the property is now in the County's Urban Reserve FLUM category, which allows nonresidential uses limited by a Floor Area Ratio of 1.0<sup>1</sup> and a maximum impervious surface<sup>2</sup> ratio of 85%. The City's COM FLUM allows a higher FAR of 1.5 and a slightly lower impervious surface of 70%, with both being comparable to the County's intensity limits. Section 94-111(b) allows the C-2 zoning category within the COM land use category.

*Provide analysis of the availability of facilities and services.*

**Staff Comment:** the property is in close proximity to urban services and infrastructure including city water and sewer lines (within the Crill Ave. right-of-way).

*Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.*

**Staff Comment:** The property is within a commercial corridor that is suitable for the proposed commercial FLUM designation. Staff is not aware of any soil or topography conditions that would present problems for development, or of any natural or historic resources on this site.

<sup>1</sup> Floor Area Ratio is a measurement of intensity defined as the size of the property divided by the square footage of a building. For example a FAR of 1.0 allows a building of 43,560 square foot on a lot of the same size.

<sup>2</sup> Impervious surface is the area that will not absorb rainwater, including paved areas, building areas, and pond/water areas.

*Provide analysis of the minimum amount of land needed as determined by the local government.*

**Staff Comment:** not applicable, as this is to be determined at the next revision of the overall Comprehensive Plan.

*Demonstrate that amendment does not further urban sprawl, as determined through the following tests.*

- *Low-intensity, low-density, or single-use development or uses*
- *Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.*
- *Radial, strip, isolated, or ribbon development patterns.*
- *Development that fails to adequately protect and conserve natural resources and agricultural activities.*
- *Development that fails to maximize use of existing and future public facilities and services.*
- *Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.*
- *Development that fails to provide a clear separation between rural and urban uses.*
- *Development that discourages or inhibits infill development and redevelopment.*
- *Development that fails to encourage a functional mix of uses.*
- *Development that results in poor accessibility among linked or related land uses.*

**Staff Comment:** the location of this property within the City's urbanized area ensures that urban services are available. This use does not represent urban sprawl.

#### **STAFF RECOMMENDATION**

As demonstrated in this report, this application meets applicable future land use amendment criteria. Staff recommends approval of amendment of Future Land Use Map category from RM to COM for 7301 Crill Ave.

Mr. Holmes stated that he agreed that if these are city easements and are not being used anywhere in the Subdivision, then they could be vacated, and should probably be done on a case by case basis as recommended by staff. Mr. Downs added that this was platted for a mobile home subdivision almost fifty years ago and it sat vacant for many years. He purchased the property and turned it into a tax producing property for the City.

**(Regular meeting)**

Mr. Petrucci stated that it is probable that the original intent of the developers was to place the utilities in the rear but then the utilities ended up going down the street side instead.

**Motion** made by Mr. Petrucci and seconded by Mr. Wallace to approve the request as recommended by staff. All present voted affirmative, motion carried.

**Case 16-18** Administrative request to amend Future Land Use Map from County UR (Urban Reserve) to COM (Commercial).

**Location:** 7301 Crill Ave.

**Owner:** Tristar Invesco Inc.

Mr. Crowe explained that this is a housekeeping measure for this property that was annexed and rezoned but the Future Land Use map was never updated. This existing commercial use was annexed in as a neighborhood convenience store. This effort will correct this non-conformity of the Comprehensive Plan.

**Motion** made by Mr. DeLoach and seconded by Mr. Petrucci to approve the request as recommended by staff. All present voted affirmative, motion carried.

**Case 15-33** Evaluation and Appraisal Report (EAR), Comprehensive Plan

Mr. Crowe reviewed a final draft of for the Board's consideration. He explained that 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 since that time, the results of this exercise have been retained and supplemented/modified as needed. 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. The Major Issues were identified as the following:

**Issue 1: 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.



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**PUBLIC HEARING/ORDINANCE** - 1001 N SR 19 - Planning Board Recommendation to amend the Comprehensive Plan Future Land Use Designation from OPF (Other Public Facilities) to COM (Commercial) - Bldg. & Zoning Dept., applicant - Adopt

### **SUMMARY:**

This long-vacant property includes multiple buildings including a warehouse building, office building, and several buildings that were used for residential purposes. The OPF category is intended for potable water, sanitary sewer treatment facilities, transportation, stormwater / drainage control structures, etc., and is therefore not appropriate for this property, which is on a four-lane road and has commercial properties around it. Therefore Staff is pursuing this as an administrative/housekeeping action. The case was prompted by numerous inquiries as to the redevelopment of this property.

### **RECOMMENDED ACTION:**

**Adopt ordinance assigning the COM Future Land Use Map designation to the property.**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▢ Ordinance	Ordinance
▢ Staff Report	Backup Material
▢ Planning Board Draft Minutes Excerpt	Backup Material

### **REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
Planning	Crowe, Thad	Approved	6/10/2016 - 1:15 PM
City Clerk	Driggers, Betsy	Approved	6/10/2016 - 1:46 PM

This instrument prepared by:  
Thad Crowe, AICP  
201 North 2<sup>nd</sup> Street  
Palatka, Florida 32177

**ORDINANCE NO. 16 -**

**AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, PROVIDING THAT THE FUTURE LAND USE MAP OF THE ADOPTED COMPREHENSIVE PLAN BE AMENDED WITH RESPECT TO THE FOLLOWING PARCEL OF LAND (LESS THAN 10 ACRES IN SIZE): FROM OPF (OTHER PUBLIC FACILITIES) TO COM (COMMERCIAL) FOR 1001 NORTH STATE ROAD 19, LOCATED IN SECTION 02, TOWNSHIP 10 SOUTH, RANGE 26 EAST, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, application has been made by the City of Palatka Building and Zoning Department on behalf of the following owner of said property: Harbor Community Bank, for certain amendment to the Comprehensive Plan Future Land Use Map of the City of Palatka, Florida, and

**WHEREAS**, Section 163.3187, Florida Statutes, as amended, provides for the amendment of an adopted comprehensive plan, and

**WHEREAS**, Section 163.3187(1)(b), Florida Statutes, as amended, provides that a local government may amend its adopted comprehensive plan to change the land uses of up to 120 acres by small scale amendments annually, and

**WHEREAS**, Section 163.3187(2), Florida Statutes, as amended, provides that small scale development amendments require only one public hearing before the governing board, which shall be an adoption hearing, and

**WHEREAS**, the Planning Board conducted a public hearing on May 3, 2016 and recommended approval of this amendment to the City Commission, and

**NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF PALATKA, FLORIDA:**

**Section 1. Adopted Small Scale Amendment**

That the Future Land Use Map of the adopted Comprehensive Plan of the City of Palatka is hereby amended to provide that the Future Land Use of the parcel of land listed in Table 1 below shall be changed as designated and that the Future Land Use Map shall be amended to show the changes.

**TABLE 1  
ADOPTED SMALL SCALE AMENDMENT**

<u>Property Tax Number</u>	<u>Acreage</u>	<u>Current Future Land Use</u>	<u>Amended Future Land Use</u>
02-10-26-0000-0181-0020	2.47	OPF (Other Public Facilities)	COM (Commercial)
DESCRIPTION OF PROPERTY: PT OF NE1/4 OF NE1/4 OR321 P51, OR530 P1207 OR561 P1097 (Being 1001 North State Road 19)			

**Section 2. Effect on the Comprehensive Plan**

The remaining portions of said adopted comprehensive plan of the City of Palatka, Florida, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

**Section 3. Severability**

Should any section, subsection, sentence, clause, phrase or portion of this Ordinance be held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and shall not affect the validity of the remaining portion.

**Section 4. Effective date**

This Ordinance shall become effective thirty-one (31) days after its final passage by the City Commission of the City of Palatka, Florida.

**PASSED AND ADOPTED** by the City Commission of the City of Palatka on this 23<sup>rd</sup> day of June, 2016.

**CITY OF PALATKA**

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

**ATTEST:**

Administrative Request to Amend Future Land Use Map to Commercial  
1001 North State Road 19

# STAFF REPORT

**DATE:** April 26, 2016  
**TO:** Planning Board members  
**FROM:** Thad Crowe, AICP  
Planning Director

## APPLICATION REQUEST

To amend Future Land Use Map (FLUM) designation from OPF (Other Public Facilities) to COM (Commercial). Public notice included legal advertisement, property posting, and letters to nearby property owners (within 150 feet). City departments had no objections to the proposed actions.

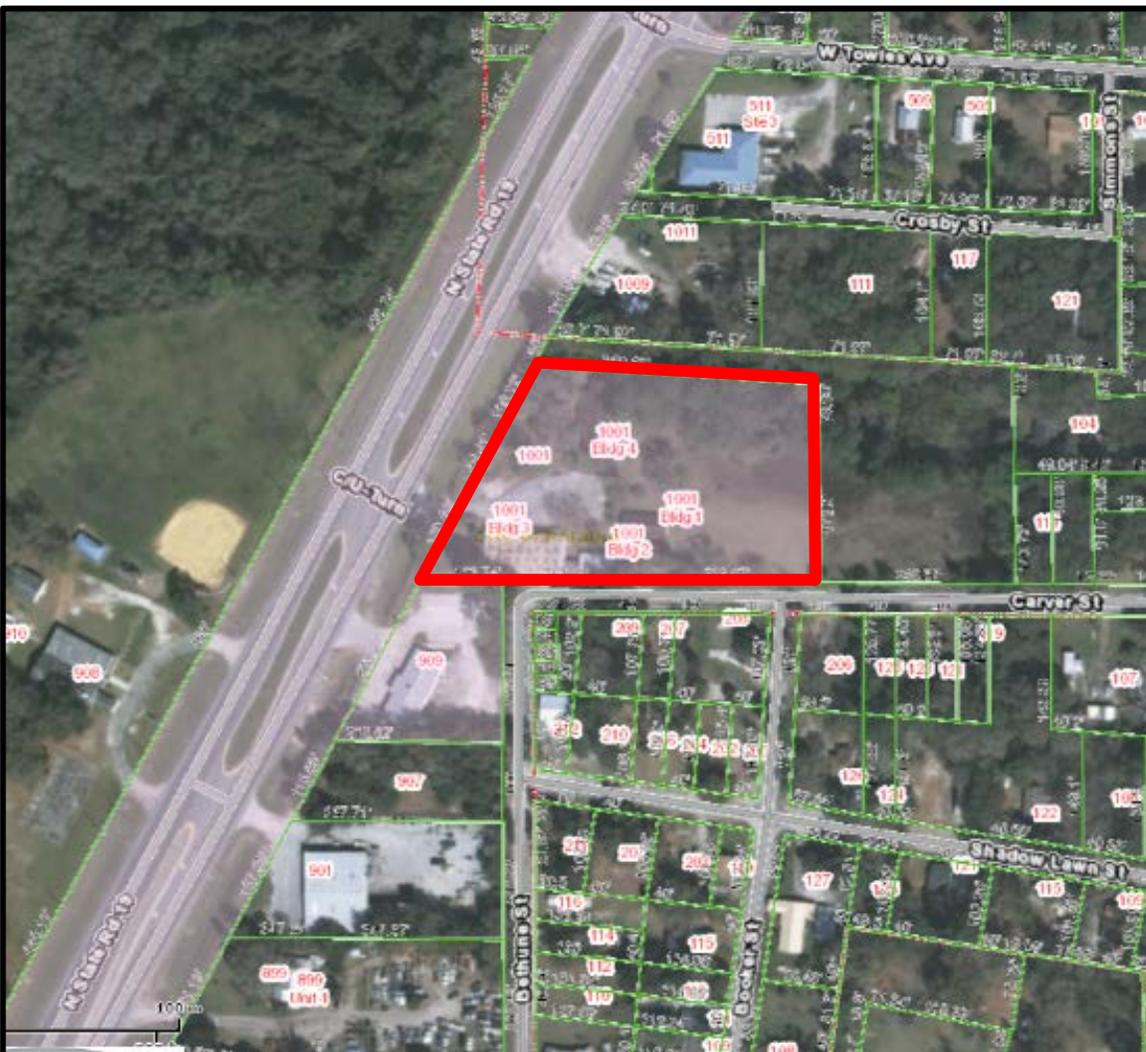


Figure 1: Site and Vicinity Map (property outlined in red, properties within City shown with purple overlay)

**APPLICATION BACKGROUND**

This property includes multiple buildings including a warehouse building, office building, and several buildings that were used for residential purposes. While the property has not been utilized for a number of years, the previous use was a group home, which would explain the OPF designation (even though this land use was not the appropriate land use for such social service uses, as will be discussed later in this report).

Property and vicinity properties FLUM and zoning classifications are shown below.

**Table 1: Future Land Use Map and Zoning designations**

Future Land Use Map Category		Zoning	
Current	Proposed		
OPF (Other Public Facilities)	COM (Commercial)	C-2 (Intensive Commercial)	
Property to the...	FLUM	Zoning	Actual Use
South	COM (Commercial)	C-2 (Intensive Commercial)	Restaurant Single-family homes
North	County COM	County C-2 (Commercial, General, Light)	Undeveloped
East	County US (Urban Service)	County R-2 (Residential Two Family)	Mobile home
West (across SR 19)	County US (Urban Service)	County AG (Agricultural) County C-2 (Commercial, General, Light)	Church

Staff is presenting this applications as an administrative action since it is a housekeeping measure to correct a past City error.

**PROJECT ANALYSIS**

**Future Land Use Map Amendment Analysis**

Criteria for consideration of comprehensive plan amendments under F.S. 163-3187 are shown in italics below (staff comment follows each criterion, and comprehensive plan extracts are underlined).

*List Goals, Objectives, and Policies of the Comprehensive Plan that support the proposed amendment.*

The proposed amendment is in keeping with the following objective and policies of the Comprehensive Plan, and does not conflict with other plan elements.

The current FLUM category, OPF, is described below.

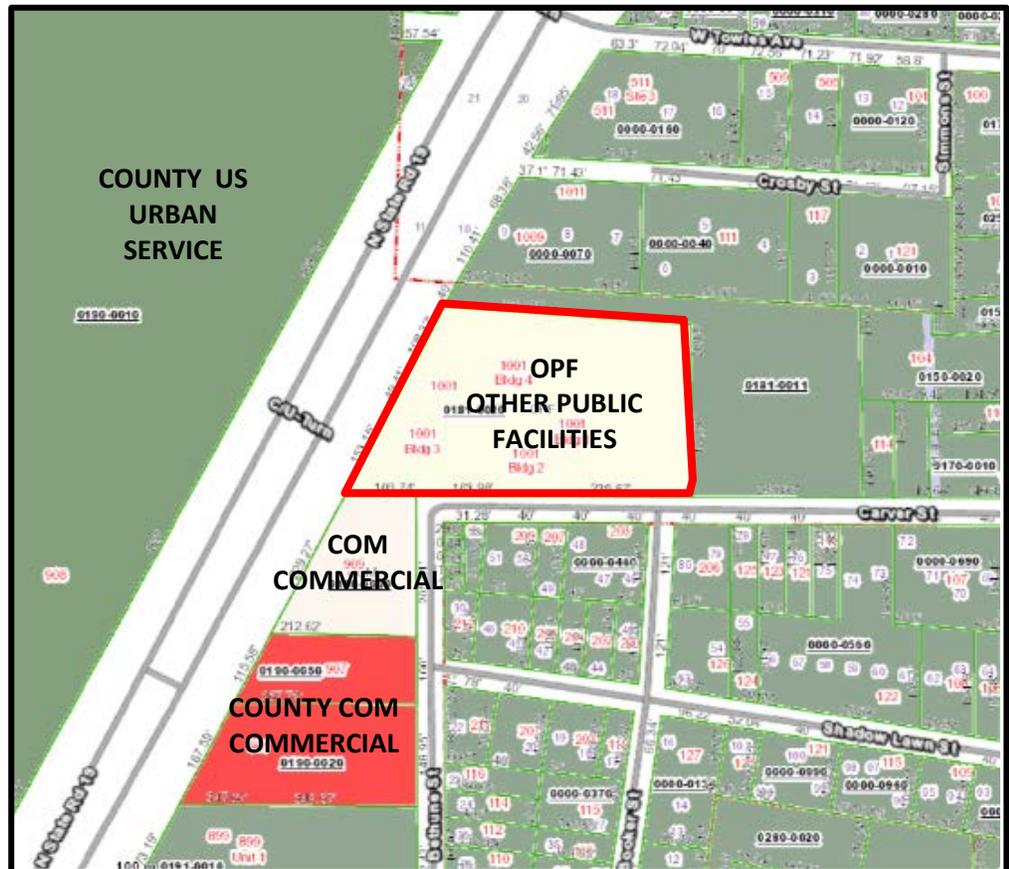
**Other Public Facilities**

*Lands designated as Public Facilities are intended for use as potable water, sanitary sewer treatment facilities, transportation, stormwater / drainage control structures, etc. The intensity of this land use is dependent upon its use. For example, roads may cover 100 percent of the land area while a parking/maintenance facility may cover an impervious area of only 25 percent. Floor area ratios shall not exceed 0.50, and intensity may be further limited by intensity standards of the Zoning Code.*

The proposed FLUM is described below.

**2. Commercial**

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 Comment:** OPF is not an appropriate use for anything other than infrastructure or intensive public uses. It is not appropriate for property in private ownership such as this. Adjacent and vicinity FLUM, both City and County, are commercial in nature.

*Provide analysis of the availability of facilities and services.*

**Staff Comment:** SR 19 has available urban services (water and sewer), traffic capacity, good access, and is thus appropriate for commercial designation.

*Provide analysis of the suitability of the plan amendment for its proposed use considering the character of the undeveloped land, soils, topography, natural resources, and historic resources on site.*

**Staff Comment:** Staff is not aware of any soil or topography conditions that would present problems for development, or of any natural or historic resources on this developed site.

*Provide analysis of the minimum amount of land needed as determined by the local government.*

**Staff Comment:** not applicable.

*Demonstrate that amendment does not further urban sprawl, as determined through the following tests.*

- *Low-intensity, low-density, or single-use development or uses*
- *Development in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.*
- *Radial, strip, isolated, or ribbon development patterns.*
- *Development that fails to adequately protect and conserve natural resources and agricultural activities.*
- *Development that fails to maximize use of existing and future public facilities and services.*
- *Development patterns or timing that will require disproportional increases in cost of time, money and energy in providing facilities and services.*
- *Development that fails to provide a clear separation between rural and urban uses.*
- *Development that discourages or inhibits infill development and redevelopment.*
- *Development that fails to encourage a functional mix of uses.*
- *Development that results in poor accessibility among linked or related land uses.*

**Staff Comment:** the location of this property within the City's urbanized area ensures that urban services are available. This action does not represent urban sprawl.

**STAFF RECOMMENDATION**

As demonstrated in this report, this application meets applicable future land use map amendment criteria. Staff recommends approval of the amendment of the Future Land Use Map category to COM (Commercial) for 1001 North State Road 19.

locations on Reid St. if approved. Mr. Holmes said that without some kind of empirical data (population size, area size in square miles, number of facilities, etc.) it is difficult to determine how many is too many, as it is perception and subjective. He suggested that Staff could possibly pull together some comparisons. Mr. Holmes added that the State may take care of the number issue for you, as the Attorney General is still looking into internet cafés, but until then they are legal uses.

**Motion** made by Mr. Petrucci and seconded by Mr. DeLoach to approve case 16-21 with staff recommendations. All present voted resulting in 7-1 in favor, (no vote by Mr. Killebrew) motion carried.

**Case 16-23** Request to amend Future Land Use Map from OPF (Other Public Facilities) to COM (Commercial).

**Location:** 1001 N. State Rd 19.

**Applicant:** Building and Zoning Dept.

**(Public Meeting)**

Mr. Crowe explained that this is a housekeeping effort. This area along State Rd. 19 has commercial zoning and land use. For some reason this property has OPF (Other Public Facilities) land used which is meant for intensive public uses. This amendment would match up the land use with the zoning and surrounding area.

**(Regular Meeting)**

**Motion** made by Mr. DeLoach and seconded by Mr. Killebrew to approve the request as recommended by Staff. All present voted affirmative, motion carried.

**Case 16-22** Request to annex, amend Future Land Use Map from Putnam County US (Urban Service) to COM (Commercial), and rezone from Putnam County C-2 (Commercial General Light) and Putnam County IL (Industrial Light) to C2 (Intensive Commercial).

**Location:** 300 N. State Rd 19.

**Applicant:** Clay Electric Cooperative Inc; James R. Beeler, District Manager.

**(Public Hearing)**

Mr. Crowe presented PowerPoint slides including the property location, zoning map, Future Land Use Map, and pointed out the enclave that this property represents. He explained that Clay Electric is building a new building and wants to annex into the City to utilize City utilities. He added that there is a small portion of this property that fronts back on Stilwell Ave., between two homes, that is currently zoned County industrial, which the applicant has agreed to place in a City residential zoning/land use designation.

Ms. Wilson asked what would happen to the existing building. Mr. Beeler replied that it would be torn down.

**(Regular Meeting)**

**Motion** made by Mr. DeLoach and seconded by Ms. Williams to approve the request as recommended by Staff. All present voted affirmative, motion carried.

**Case 16-24** Request to rezone from R-2 (Residential, Two-Family) to PBG-1 (Public Buildings and Grounds).

**Location:** 1207 Washington St. (Central Academy).

**Applicant:** Building and Zoning Dept.



## CITY COMMISSION AGENDA ITEM

### **SUBJECT:**

**REQUEST** to fund Payroll for Summer Counselors for PAL Summer Camp - Lalita Thomas, Executive Director

### **SUMMARY:**

Following this summary is a letter from PAL Executive Director Lalita Thomas requesting \$15,000 to assist with funding the payroll for 10 camp counselors for its Annual Camp Higher Ground, June 13 through July 28.

### **RECOMMENDED ACTION:**

**Consider funding request for PAL Annual Camp Higher Ground.**

### **ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
▫ PAL Letter requesting funding	Discussion

### **REVIEWERS:**

<b>Department</b>	<b>Reviewer</b>	<b>Action</b>	<b>Date</b>
City Clerk	Driggers, Betsy	Approved	6/22/2016 - 6:33 PM



Palatka Police Athletic League  
110 North 11<sup>th</sup> Street Palatka, FL 32177  
(386)-329-0115

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June 10, 2016

City of Palatka  
Mayor Terrill Hill  
100 N. 2<sup>nd</sup> Street  
Palatka, FL 32177

Dear Mayor Hill:

The Palatka Police Athletic League (PAL) is an organization sponsored by the Palatka Police Department that provides educational, recreational and cultural programs that inspire and support children throughout the year. PAL also builds friendships between law enforcement officers and children within the community and is based on the conviction that young people – if reached early enough – can develop strong positive attitudes towards police officers in their journey through life toward the goal of maturity and good citizenship.

In an effort to provide young people with summer employment, Palatka PAL will be hosting our Annual Camp Higher Ground. Camp Higher Ground is a 7-week summer program that will begin on June 13<sup>th</sup> through July 28<sup>th</sup>, and is operated from 8:00 am to 3:30 pm. The camp is currently located at the C. L. Overturf 6<sup>th</sup> Grade Center, 1100 South 18<sup>th</sup> Street, Palatka, FL. We will provide employment to 10 young people who will work and get paid as Camp Counselors for 20 hours per week. Camp counselors are high school students who are responsible for developing age-appropriate activities that keep 15-20 children active and engaged, helping them develop skills, teamwork and sportsmanship. In order to help the camp counselors improve their employability skills, they are required to participate in 20 volunteer hours of the Educational Enrichment Project, Management Training, CPR Training and First Aid Training.

We are seeking your assistance with funding the payroll for the 10 camp counselors. The allocation amount that we are requesting is \$15,000. Your support is critical in helping us to meet the need and provide opportunities to the young people in the City of Palatka. As we count on your support, we will be happy to answer any questions you may have for our organization.

Palatka PAL would like to thank you in advance for your willingness to support our efforts.

Sincerely,

A handwritten signature in cursive script that reads 'Lalita H. Thomas'.

Lalita H. Thomas  
Executive Director

***Building Play grounds not Prisons  
Together we can make a difference***