

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

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

AGENDA

CITY OF PALATKA SPECIAL CALLED MEETING

August 29, 2013

CALL TO ORDER and Reading of Special Meeting Call – Mayor Myers

- a. Invocation
- b. Pledge of Allegiance
- c. Roll Call

1. PUBLIC RECOGNITION/PRESENTATIONS

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

3. CONSENT AGENDA:

*a. **Adopt Resolution No. 2013-9-152** authorizing the execution of LeHuu Partners, PA Supplemental W.O. #2 for design review and coordination services related to the proposed GP Wetlands Center

* **4. REQUEST TO APPEAL** the Palatka Board of Zoning Appeal's 8/13/13 denial of an application to vary from parking space width and depth for the development of a Hampton Inn at 100 Memorial Parkway – Jonathan Griffith, Agent for the City of Palatka, Applicant/Appellant

* **5. RESOLUTION No. 2013-9-153** authorizing execution of a Contract for Purchase and Sale of Downtown Redevelopment Area 3, consisting of 1.63 acres at 100 Memorial Parkway, to SHP Hospitality, LLC for redevelopment per the terms and conditions of the response to City of Palatka RFP #13-002 - Adopt

* **6. RESOLUTION No. 2013-9-154** authorizing execution of an Interlocal Agreement with the Putnam County School District (PCSD) regarding public safety/law enforcement service responsibilities on PCSD properties - Adopt

*/** **7. RESOLUTION No. 2013-9-155** selecting a health insurance provider for employee benefits effective 10/1/13 - Adopt

8. CITY MANAGER & ADMINISTRATIVE REPORTS

9. COMMISSIONER COMMENTS

10. 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.

201 N. 2ND STREET • PALATKA, FLORIDA 32177

PHONE: (386) 329-0100

www.palatka-fl.gov

FAX: (386) 329-0106

AGENDA - CITY OF PALATKA
August 29, 2013
Page 2

Upcoming Events:

Sept. 2 – City offices closed to observe Labor Day Holiday
Sept. 19 – Palatka hosts NEFLC Meeting
Oct. 4 – City Employees' Safety Luncheon; 12:00 noon
Nov. 11 – City offices closed to observe Veterans Day
Nov. 21 & 22 – FLC Legislative Conference, Orlando FL
Nov. 28 & 29 – City offices closed to observe Thanksgiving

Board Openings:

Fire Pension Board – City Commission appointee

VERNON MYERS
MAYOR - COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER

PHIL LEARY
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER



MICHAEL J. CZYMBOR
CITY MANAGER

BETSY JORDAN DRIGGERS
CITY CLERK

MATTHEW D. REYNOLDS
FINANCE DIRECTOR

GARY S. GETCHELL
CHIEF OF POLICE

MICHAEL LAMBERT
CHIEF FIRE DEPT.

DONALD E. HOLMES
CITY ATTORNEY

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

August 14, 2013

**TO COMMISSIONERS: MARY LAWSON BROWN, ALLEGRA KITCHENS,
PHIL LEARY AND JAMES NORWOOD, Jr.:**

You are hereby notified that a special meeting of the Palatka City Commission is called to be held on Thursday, August 29, 2013 at the regular meeting place of the Palatka City Commission at 201 N. 2nd Street, Palatka, Florida, to begin at 5:30 p.m. or as soon as possible following the 4:00 p.m. Budget Workshop, whichever is later.

The purpose of the meeting is to consider the following items:

- Hear an appeal of the Palatka Zoning Board of Appeals denial of the City of Palatka's application to grant a parking space width & depth variance at 100 Memorial Parkway.
- Consider a Contract for Purchase and Sale of 100 Memorial Parkway to SHP Hospitality, LLC
- Consider an Interlocal Agreement with Putnam County School District regarding public safety/law enforcement services on School District properties
- Consider a Supplemental Contract in the amount of \$38,849.90 with LeHuu Partners for curriculum/exhibit design and construction coordination for the G-P Wetlands Education Center
- Consider the selection of the health insurance carrier for employee benefits

/s/ Vernon Myers
Vernon Myers, MAYOR

We acknowledge receipt of a copy of the foregoing notice of a special meeting on the 14th day of August, 2013.

/s/ Mary Lawson Brown
COMMISSIONER

/s/ Phil Leary
COMMISSIONER

/s/ James Norwood, Jr.
COMMISSIONER

/s/ Allegra Kitchens
COMMISSIONER

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.

*Agenda
Item*

3a

RESOLUTION No. 13 -

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF LEHUU PARTNERS, P.A.
SUPPLEMENTAL WORK ORDER #2 FOR DESIGN REVIEW
AND COORDINATION SERVICES RELATED TO THE
PROPOSED GP WETLANDS CENTER**

WHEREAS, on January 10, 2012 the **City** adopted Resolution No. 2013-9-65 entering into an Agreement with Georgia Pacific, to fund the design and construction of the proposed St. Johns River Center (the **Project**); and

WHEREAS, on January 10, 2012 the **City** adopted Resolution No. 2013-9-66 entering into a Master Consulting Agreement and Supplemental Work Order #1 with LeHuu Partners for the **Project** in an amount not to exceed \$83,819.01;

WHEREAS, additional design review and coordination of the exhibit design, construction and installation are necessary to fully construct said **Project**; and

WHEREAS, the **City** deems it reasonable and necessary to authorize work order #2 with LeHuu Partners for additional design review and coordination in an amount not to exceed \$38,849.90.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida that the City Manager and City Clerk are hereby authorized to execute and attest LeHuu Partners, P.A. Supplemental Work Order #2 in an amount not to exceed \$38,849.90 for design review and coordination services for the proposed St. Johns River Center project.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 29th day of August, 2013.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND CORRECTNESS:**



23 July 2013 (revised 9 August 2013)

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

Via Email: jcgriffith@palatka-fl.gov

Re: Additional Services - Curriculum / Exhibit Design & Construction
Agreement for Architectural Services; Supplemental Work Order # 2
Design & Construction related services – G-P Wetlands Center (dated February 15, 2013)

Dear Jonathan,

Le-Huu Partners (LHP) is pleased to submit our proposal to provide design review and coordination services for the project referenced above.

TASK 1: Schematic Design (30% CD)

Review 50% Conceptual Design	\$2,060.64
Meet w/ City & Malone to review Design (1 meeting)	\$1,076.40
Incorporate Owner's comments into project documents	\$677.28
Review Final Conceptual Design	\$2,280.64
Meet w/ City & Malone to review Design (1 meeting)	\$1,076.40
Incorporate Owner's comments into project documents	\$910.72
Reimbursables (Printing, travel, office, supply, etc.)	\$582.72
<i>Task 1 Subtotal</i>	\$8,664.80

TASK 2: Design Development (60% CD)

Review 50% Design Development	\$2,460.04
Meet w/ City & Malone to review Design (1 meeting)	\$1,076.40
Incorporate Owner's comments into project documents	\$1,011.53
Review Final Design Development	\$3,292.17
Meet w/ City & Malone to review Design (1 meeting)	\$1,076.40
Incorporate Owner's comments into project documents	\$791.53
Reimbursables (Printing, travel, office, supply, etc.)	\$701.40
<i>Task 2 Subtotal</i>	\$10,409.47

TASK 3: Final Design / Construction Documents - 100% CD

Coordinate / Update Site plan	\$1,156.13
Coordinate / Update Site Plans & Details	\$1,156.13
Coordinate / Update Floor Plans	\$1,156.13
Coordinate / Update Enlarged Plans & Details	\$1,156.13
Coordinate / Update Elevations	\$1,156.13
Coordinate / Update Building Sections	\$1,156.13
Coordinate / Update Wall Sections & Details	\$1,156.13
Final Specifications	\$957.90
Coordination of Consultants' Work	\$1,106.38
Finalize / Submit Construction Documents	\$602.53
Reimbursables (Printing, travel, office, supply, etc.)	\$544.20
<i>Task 3 Subtotal</i>	\$11,303.92

Proposal for Additional Services
Page 2

TASK 4: Construction Administration

Process Submittals	\$3,945.28
Review Pay Applications	\$568.10
Substantial Completion Inspection Report	\$862.85
Track Punchlist	\$871.83
Final Completion Inspection Report	\$862.85
Reimbursables (Printing, travel, office, supply, etc..)	\$1,360.80
<i>Task 4 Subtotal</i>	\$8,471.71
Project Total	38,849.90

Our itemized labor hours and reimbursable matrices are attached for your review. If I can be of further help, please feel free to call anytime.

Best regards,



Domingo (Sonny) Fornoles, RA
Project Manager

Enclosures

DRF:bk

ACCEPTANCE OF PROPOSAL

Receipt of the ADDITIONAL SERVICES PROPOSAL is hereby acknowledged by:

NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

LE-HIU PARTNERS, P.A.
CURRICULUM / EXHIBIT DESIGN & CONSTRUCTION : DELIVERABLES & PAYMENT SCHEDULE

City of Palatka

St. Johns River Environmental Education Center
 Architect/Engineer Design Services

7/23/2013 (revised 8/5/2013)

TASK DESCRIPTION	LABOR HOURS BY PERSONNEL CATEGORY							COST (\$)
	P	A	E	DES	DRAFT/CAD	ADM		
TASK 1: Schematic Design (30% CD)								
Review & Coordinate 50% Conceptual Design	2	6		6	6			\$2,060.64
Meet w/ Owner & Consultants to review Design (1 meeting)	6			2	2	2		\$1,076.40
Incorporate Owner's comments into project documents		2	1	2	2			\$677.28
Review & Coordinate Final Conceptual Design	2	6	2	6	6			\$2,280.64
Meet w/ Owner & Consultants to review Final Concept Design (1 meeting)	6			3	3			\$1,076.40
Incorporate Owner's comments into project documents	1	2		3	3			\$910.72
Reimbursables (Printing, travel, office, supply, etc..)								\$582.72
Task 1 Subtotal	17	16	3	17	17	0		\$6,664.80
TASK 2: Design Development (60% CD)								
Review 50% Design Development	3	6	2	6	6			\$2,460.04
Meet w/ Owner & Consultants to review Design (1 meeting)	6			2	2	1		\$1,076.40
Incorporate Owner's comments into project documents	1	2	2	2	2			\$1,011.53
Review Final Design Development	3	8	4	8	8			\$3,292.17
Meet w/ Owner & Consultants to review Design (1 meeting)	6			2	2			\$1,076.40
Incorporate Owner's comments into project documents	1	2		2	2	1		\$791.53
Reimbursables (Printing, travel, office, supply, etc..)								\$701.40
Task 2 Subtotal	20	18	8	18	18	3		\$10,409.47
TASK 3: Final Design / Construction Documents - 100% CD								
Coordinate / Update Site Plan	1	3	2	2	3			\$1,156.13
Coordinate / Update Site Details	1	3	2	2	3			\$1,156.13
Coordinate / Update Floor Plans	1	3	2	2	3			\$1,156.13
Coordinate / Update Enlarged Plans & Details	1	3	2	2	3			\$1,156.13
Coordinate / Update Elevations	1	3	2	2	3			\$1,156.13
Coordinate / Update Building Sections	1	3	2	2	3			\$1,156.13
Coordinate / Update Wall Sections & Details	1	3	2	2	3			\$1,156.13
Final Specifications	1	3	3	2	3	2		\$957.90
Coordination of Consultants' Work	1	2	2	2	4			\$1,106.38
Finalize / Submit Construction Documents	1	1	1	2	2	1		\$602.53
Reimbursables (Printing, travel, office, supply, etc..)								\$544.20
Task 3 Subtotal	9	27	20	18	27	3		\$11,303.92
TASK 4: Construction Administration								
Process Submittals	3	8	12	12		2		\$3,945.28
Review Pay Applications	2	2	2	2		1		\$862.85
Substantial Completion Inspection Report	1	2	2	2		1		\$871.83
Track Punchlist	2	2	2	2		1		\$862.85
Final Completion Inspection Report								\$1,360.80
Reimbursables (Printing, travel, office, supply, etc..)								\$6,471.71
Task 4 Subtotal	8	18	18	14	0	5		\$8,849.90
Project Total	54.00	79.00	49.00	67.00	62.00	11.00		



ESTIMATE OF REIMBURSABLES
St. Johns River Environmental Education Center

TASK 1

DATE: 5 August 2013

1)	PRINTING (LHP in house)				
	8-1/2 x 11 (Black & White)	<u>200</u>	Copies	\$0.05	\$10.00
	8-1/2 x 11 (Color)	<u>0</u>	Copies	\$0.49	\$0.00
	11 x 17 (Black & White)	<u>100</u>	Copies	\$0.10	\$10.00
	11 x 17 (Color)	<u>100</u>	Copies	\$1.00	\$100.00
	8-1/2 x 14 (Black & White)	<u>0</u>	Copies	\$0.07	\$0.00
	LARGE FORMAT PLOT (b/w)	<u>0</u>	Copies	\$0.25	24x18 \$0.00
	LARGE FORMAT PLOT (color)	<u>0</u>	Copies	\$4.50	24x18 \$0.00
	LARGE FORMAT PLOT (b/w)	<u>12</u>	Copies	\$0.36	24x36 \$4.32
	LARGE FORMAT PLOT (color)	<u>12</u>	Copies	\$9.00	24x36 \$108.00
	LARGE FORMAT PLOT (b/w)	<u>0</u>	Copies	\$1.34	30x42 \$0.00
	LARGE FORMAT PLOT (color)	<u>0</u>	Copies	\$13.50	30x42 \$0.00
	PERMITTING EXHIBITS (color)	<u>0</u>	Copies	\$36.00	\$0.00
	CD	<u>2</u>	Copies	\$5.00	\$10.00
	TRACE PAPER 12"X150 YDS	<u>2</u>		\$8.00	\$16.00
2)	TRAVEL 204 MI ROUNDTRIP	408		0.55	\$224.40
3)	DELIVERY / MAIL / FEDEX				\$100.00

Le-Huu Partners
4401 North Orange Blossom Tr:
Orlando, Florida 32804

AMOUNT ESTIMATED \$582.72



ESTIMATE OF REIMBURSABLES
St. Johns River Environmental Education Center

TASK 2

DATE: 5 August 2013

1)	PRINTING (LHP in house)				
	8-1/2 x 11 (Black & White)	<u>500</u>	Copies	\$0.05	\$25.00
	8-1/2 x 11 (Color)	<u>0</u>	Copies	\$0.49	\$0.00
	11 x 17 (Black & White)	<u>100</u>	Copies	\$0.10	\$10.00
	11 x 17 (Color)	<u>100</u>	Copies	\$1.00	\$100.00
	8-1/2 x 14 (Black & White)	<u>0</u>	Copies	\$0.07	\$0.00
	LARGE FORMAT PLOT (b/w)	<u>0</u>	Copies	\$0.25	24x18 \$0.00
	LARGE FORMAT PLOT (color)	<u>0</u>	Copies	\$4.50	24x18 \$0.00
	LARGE FORMAT PLOT (b/w)	<u>100</u>	Copies	\$0.36	24x36 \$36.00
	LARGE FORMAT PLOT (color)	<u>20</u>	Copies	\$9.00	24x36 \$180.00
	LARGE FORMAT PLOT (b/w)	<u>0</u>	Copies	\$1.34	30x42 \$0.00
	LARGE FORMAT PLOT (color)	<u>0</u>	Copies	\$13.50	30x42 \$0.00
	PERMITTING EXHIBITS (color)	<u>0</u>	Copies	\$36.00	\$0.00
	CD	<u>2</u>	Copies	\$5.00	\$10.00
	TRACE PAPER 12"X150 YDS	<u>2</u>		\$8.00	\$16.00
2)	TRAVEL 204 MI ROUNDTRIP	408		0.55	\$224.40
3)	DELIVERY / MAIL / FEDEX				\$100.00

Le-Huu Partners
 4401 North Orange Blossom Trail
 Orlando, Florida 32804

AMOUNT ESTIMATED \$701.40



ESTIMATE OF REIMBURSABLES
St. Johns River Environmental Education Center

TASK 3

DATE: 5 August 2013

1)	PRINTING (LHP in house)				
	8-1/2 x 11 (Black & White)	<u>2000</u>	Copies	\$0.05	\$100.00
	8-1/2 x 11 (Color)	<u>0</u>	Copies	\$0.49	\$0.00
	11 x 17 (Black & White)	<u>200</u>	Copies	\$0.10	\$20.00
	11 x 17 (Color)	<u>50</u>	Copies	\$1.00	\$50.00
	8-1/2 x 14 (Black & White)	<u>0</u>	Copies	\$0.07	\$0.00
	LARGE FORMAT PLOT (b/w)	<u>0</u>	Copies	\$0.25	24x18 \$0.00
	LARGE FORMAT PLOT (color)	<u>0</u>	Copies	\$4.50	24x18 \$0.00
	LARGE FORMAT PLOT (b/w)	<u>100</u>	Copies	\$0.36	24x36 \$36.00
	LARGE FORMAT PLOT (color)	<u>0</u>	Copies	\$9.00	24x36 \$0.00
	LARGE FORMAT PLOT (b/w)	<u>0</u>	Copies	\$1.34	30x42 \$0.00
	LARGE FORMAT PLOT (color)	<u>0</u>	Copies	\$13.50	30x42 \$0.00
	PERMITTING EXHIBITS (color)	<u>0</u>	Copies	\$36.00	\$0.00
	CD	<u>2</u>	Copies	\$5.00	\$10.00
	TRACE PAPER 12"X150 YDS	<u>2</u>		\$8.00	\$16.00
2)	TRAVEL 204 MI ROUNDTRIP	204		0.55	\$112.20
3)	DELIVERY / MAIL / FEDEX				\$200.00

Le-Huu Partners
 4401 North Orange Blossom Trail
 Orlando, Florida 32804

AMOUNT ESTIMATED \$544.20



ESTIMATE OF REIMBURSABLES
St. Johns River Environmental Education Center

TASK 4

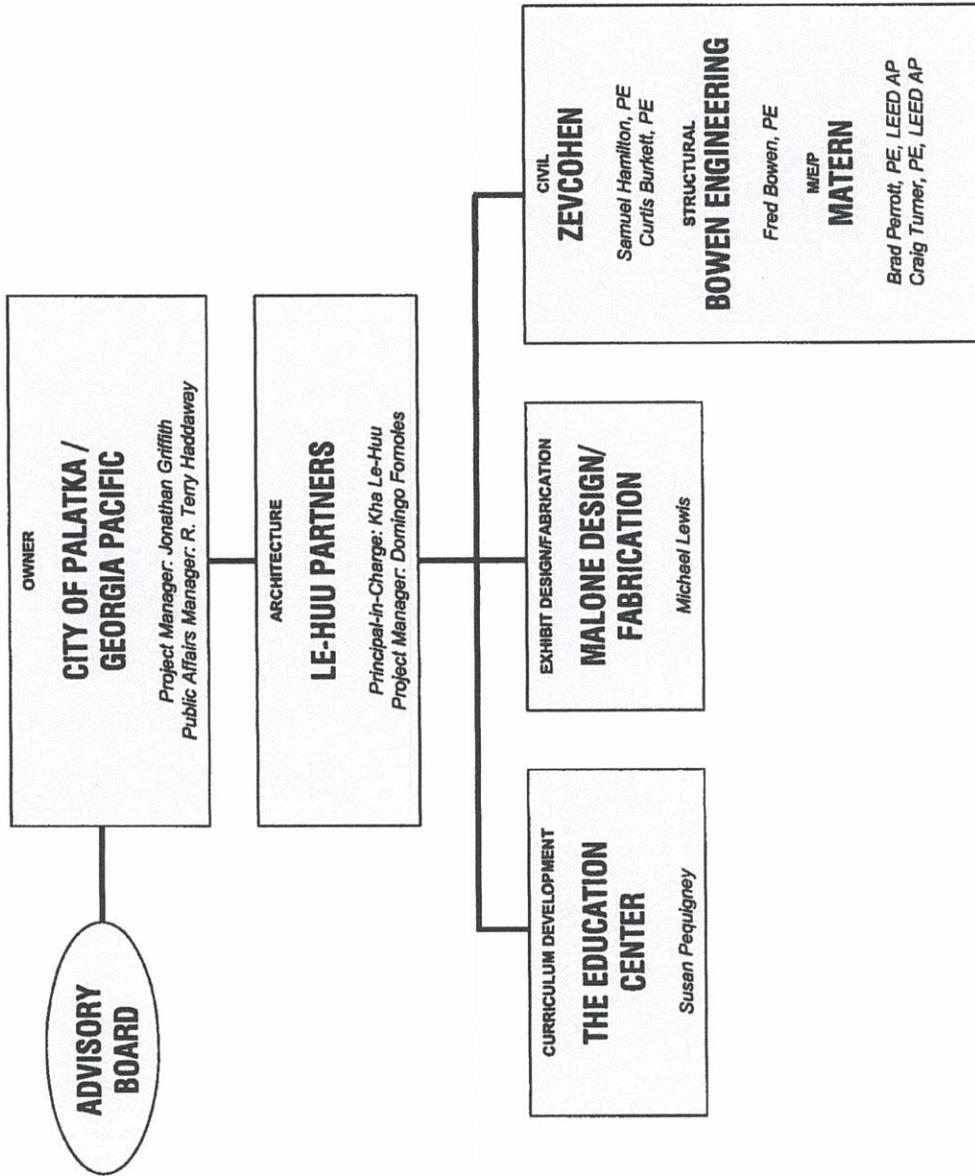
DATE: 5 August 2013

1)	PRINTING (LHP in house)				
	8-1/2 x 11 (Black & White)	<u>2000</u>	Copies	\$0.05	\$100.00
	8-1/2 x 11 (Color)	<u>0</u>	Copies	\$0.49	\$0.00
	11 x 17 (Black & White)	<u>100</u>	Copies	\$0.10	\$10.00
	11 x 17 (Color)	<u>200</u>	Copies	\$1.00	\$200.00
	8-1/2 x 14 (Black & White)	<u>0</u>	Copies	\$0.07	\$0.00
	LARGE FORMAT PLOT (b/w)	<u>0</u>	Copies	\$0.25	24x18 \$0.00
	LARGE FORMAT PLOT (color)	<u>0</u>	Copies	\$4.50	24x18 \$0.00
	LARGE FORMAT PLOT (b/w)	<u>100</u>	Copies	\$0.36	24x36 \$36.00
	LARGE FORMAT PLOT (color)	<u>0</u>	Copies	\$9.00	24x36 \$0.00
	LARGE FORMAT PLOT (b/w)	<u>0</u>	Copies	\$1.34	30x42 \$0.00
	LARGE FORMAT PLOT (color)	<u>0</u>	Copies	\$13.50	30x42 \$0.00
	PERMITTING EXHIBITS (color)	<u>0</u>	Copies	\$36.00	\$0.00
	CD	<u>10</u>	Copies	\$5.00	\$50.00
	TRACE PAPER 12"X150 YDS	<u>2</u>		\$8.00	\$16.00
2)	TRAVEL 204 MI ROUNDTRIP	816		0.55	\$448.80
3)	DELIVERY / MAIL / FEDEX				\$500.00

Le-Huu Partners
 4401 North Orange Blossom Trail
 Orlando, Florida 32804

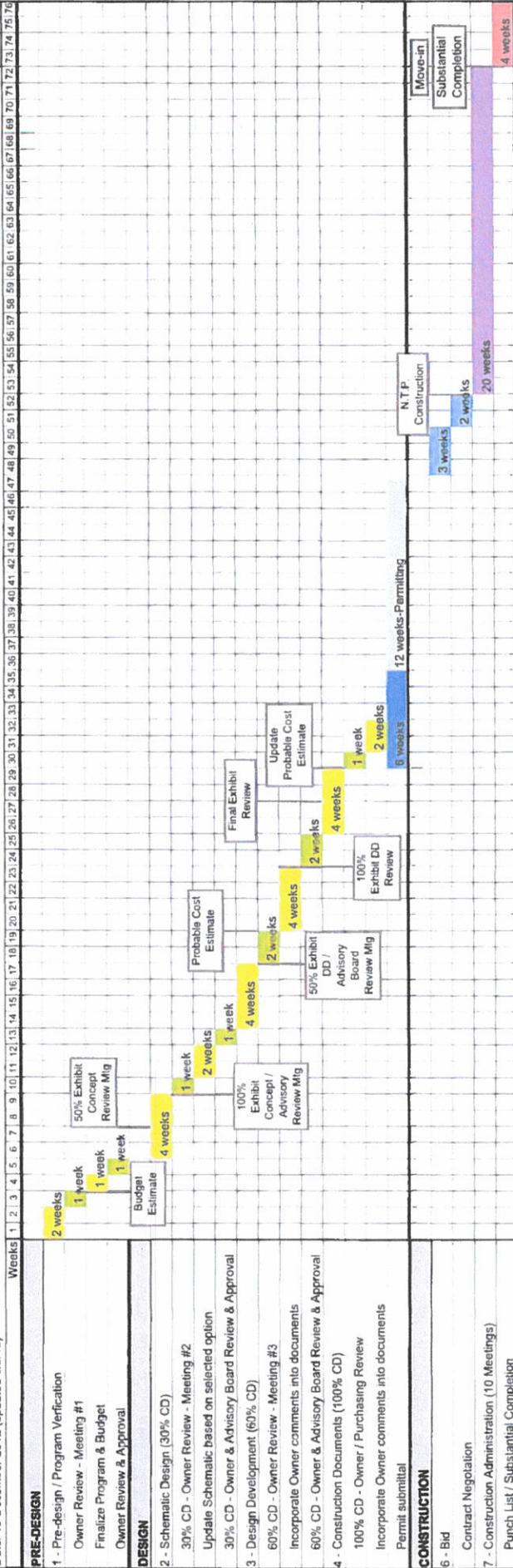
AMOUNT ESTIMATED \$1,360.80

St. Johns River Wetlands Educational Center Organizational Chart



PROPOSED SCHEDULE WORK ORDER #1 - ST. JOHNS RIVER EDUCATION CENTER

Prepared by Le-Huu & Partners P.A.
For the City of Palatka
Date: 19 December 2012 (updated 9/9/13)



St. Johns River Center
Preliminary Cost Estimate
8/8/2013

Description		Cost
1.a.	Architectural & Engineering Fees for Design & Constructin Admin. (Florida Industry Avg.)	\$122,668.91
1.b.	Permitting (*Stormwater Permits Already Secured)	\$5,000.00
1.c.	Sitework and Paving	\$30,000.00
1.d.	Landscaping	\$15,000.00
1.e.	Building Construction (4,500 sf x \$115/sf)	\$517,500.00
1.f.	Furnishings	\$30,000.00
1.g.	Project Management	\$25,000.00
1.h.	Contingency	\$54,831.09
TOTAL		\$800,000.00

*Agenda
Item*

4



Building & Zoning Department
201 N 2nd Street
Palatka, FL 32177
(386) 329-0103 phone
(386) 329-0172 fax

August 13, 2013

Betsy Driggers
City of Palatka
201 North Second Street
Palatka, FL 32177

RE: APPEAL of Zoning Board of Appeals 8-13-13 Denial of
100 Memorial Parkway Variance Request
Section 94-261(f) – Parking space width

Dear Ms. Driggers:

On August 13, 2013 the Board of Zoning Appeals heard the City's request for a variance from zoning code section 94-261 (f), minimum parking space dimension from ten to nine feet in width and from twenty to eighteen feet in length. That request was denied. Please let this letter serve as our appeal and request to have the City Commission review such decision under Section 94-70 of the City's municipal code. The following items are being submitted to facilitate the City Commission's review;

- One (1) 11 x17 site plan;
- One (1) application for zoning variance; and
- One (1) site plan review application.

The variance proposed was addressed per the criteria established in section 94-71. The decision to deny is in conflict with section 94-71 (4) "*Literal interpretation and enforcement of the applicable standard would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Municipal Code, and would work unnecessary and undue hardship on the applicant.*"

Should you have any questions, or need additional information, please do not hesitate to contact me at (386) 329-0103.

Sincerely,

Jonathan C. Griffith
Project Manager / Grants Administrator



Building & Zoning Department
201 N 2nd Street
Palatka, FL 32177
(386) 329-0103 phone
(386) 329-0172 fax

June 21, 2013

Thad Crowe
City of Palatka
201 North Second Street
Palatka, FL 32177

RE: 100 Memorial Parkway Variance Request
Section 94-261(f) – Parking space width

Dear Mr. Crowe:

The City of Palatka respectfully requests a variance from zoning code section 94-261 (f), minimum parking space dimension from ten to nine feet. The following items are being submitted for your review;

- One (1) 11 x17 site plan;
- One (1) application for zoning variance; and
- One (1) site plan review application.

To facilitate your review of the proposed variance the following explanations are formatted in response to *section 94-71 variance criteria*.

Variances shall be considered for development standards only unless otherwise authorized in this chapter and other chapters of the Municipal Code. The following criteria shall be utilized in evaluating a requested variance:

1. *Special conditions and circumstances exist such as size, shape, topography, or other unique features that are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same vicinity or zoning district;*

The existing lot is located in the downtown riverfront area. This parcel of land is the subject of the City's riverfront redevelopment efforts. The buildings shown are the result of the City's negotiations with SHP Hospitality to make the best use of the property. The location of the proposed buildings are intended to maximize retail continuity along St. Johns Avenue and position the buildings along the lot-line, as would be typical in this downtown setting. The proposed 70 room Hampton Inn hotel will require a parking space for every room. This is a Hilton franchise requirement. In an effort to reach the 70 parking space requirement and not reduce any potential retail space; 9'x18' parking spaces are required.

2. *Such conditions and circumstances were not the result of the affirmative actions of the applicant and the applicant has acted in good faith;*

Multiple site plan concepts have been explored. Plans differed in building placement and parking geometry to determine the most efficient and best use of the property. The proposed site plan makes the best use of the property assuming the need for 70 parking spaces, maximum retail frontage on St. Johns Avenue and a 70 room hotel.

3. *Granting of the **variance** request will not confer on the applicant any special privilege that is denied by the Municipal Code to other lands, buildings or structures in the same zoning district;*

The proposed use is permitted in this zoning district. The proposed variance does not convey any special privilege to the applicant, given the requirement for parking is waived in this zoning district.

4. *Literal interpretation and enforcement of the applicable standard would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Municipal Code, and would work unnecessary and undue hardship on the applicant;*

Without the approval of the variance, the proposed use could not be realized due to limitation of space. The minimum parking space dimension requirement is universal throughout all City of Palatka zoning districts. Previous variances granted outside of the zoning district for 9' wide parking spaces include Golden Corral-97-11 and City Drug Store-ZBA 95-3. Existing sites within the Downtown Riverfront District and Downtown Business District that currently have 9' wide parking spaces include the Quality Inn at 201 N. First St. and Pizzaboyz at 919 St. Johns Avenue.

5. *No **variance** may be granted for a use of land or building that is not permitted;*

The proposed use is permitted in this zoning district.

6. *The **variance** shall be the minimum **variance** necessary to alleviate the hardship; and*

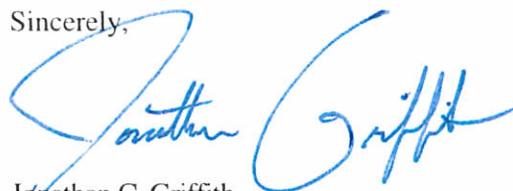
The 9' wide parking stalls resulted in the minimum number of parking spaces needed to construct a 70 room hotel. This request is the minimum variance necessary.

7. *The **variance** would not cause substantial detriment to the public health, welfare, and safety of surrounding properties and community.*

9' wide parking spaces are commonly permitted in other communities throughout Florida with no substantial detriment to the public health, welfare and safety. This request complies with the above requirement.

Should you have any questions, or need additional information, please do not hesitate to contact me at (386) 329-0103.

Sincerely,



Jonathan C. Griffith
Project Manager / Grants Administrator



Building & Zoning Department
201 N 2nd Street
Palatka, FL 32177
(386) 329-0103 phone
(386) 329-0172 fax

August 5, 2013

Michael Czymbor
201 N 2nd St.
Palatka, FL 32177

Re: Request for Variance at 100 Memorial Pkwy.

Dear Mr. Czymbore:

We have received and processed your Variance request asking to vary from the parking space width per Section 94-261(f).

The Zoning Board of Appeals will act on this request at their meeting August 13th at 4:00PM located at City Hall, 201 N. 2nd Street. Please plan on attending to answer any questions the Board may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Thad Crowe", written over a light blue horizontal line.

Thad Crowe, AICP
Planning Director

Cc/Archive file

Case 13-41

Variance request to reduce parking space width from 10 to 9 feet and parking space depth from 20 to 18 feet, per Section 94-261(f)

100 Memorial Pkwy.

Applicant: Jonathan Griffith, City of Palatka

STAFF REPORT

DATE: August 7, 2013

TO: Zoning Board of Appeals members

FROM: Thad Crowe, AICP
Planning Director

APPLICATION REQUEST

This variance request to reduce parking space dimensions stems from a redevelopment project partnership between the City and a hotel developer to develop a motel on the property in question, which is currently owned by the City and under contract for a proposed Hampton Inn.



Figure 1: Subject Property

Variance request to reduce parking space width from 10 to 9 feet and parking space depth from 20 to 18 feet
100 Memorial Pkwy.

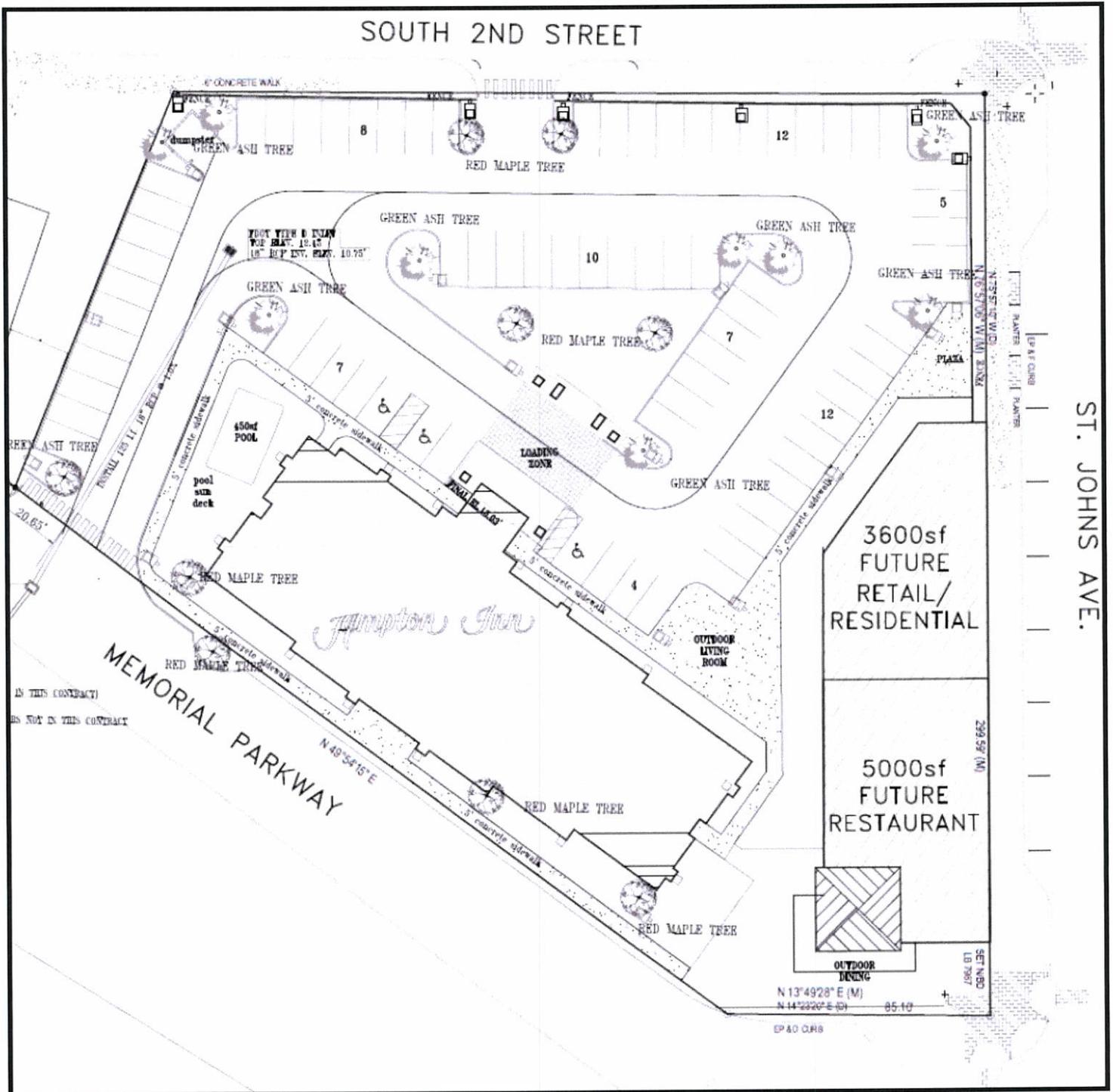


Figure 2: Site plan for proposed motel

PROJECT ANALYSIS

Per the City's Zoning Code, variances must be evaluated using the criteria shown below in italics. Staff's response to each criterion is also shown below.

1. *Special conditions and circumstances exist such as size, shape, topography, or other unique features that are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same vicinity or zoning district; and*

There are no special conditions or circumstances applicable to the property.

2. *Such conditions and circumstances were not the result of the affirmative actions of the applicant and the applicant has acted in good faith; and*

Staff would note that the Applicant has correctly followed the variance application process in good faith.

3. *Granting of the variance request will not confer on the applicant any special privilege that is denied by the Municipal Code to other lands, buildings or structures in the same zoning district; and*

As the Applicant notes in his letter, the Board has granted variances to parking space dimensions in the past. The most recent such variance was for the proposed Family Dollar Store at Crill and Palm Avenue, which was granted the same variance for up to 50% of parking spaces by the Board at their February meeting. As noted in the Family Dollar staff report, Staff does not believe that the one-foot reduction in width of parking spaces is substantive enough to be considered a special privilege. It is instructive to know that the industry standard parking width and depth, as represented in most Florida jurisdictions' zoning codes is nine feet by eighteen feet. While Board members expressed legitimate concern about reducing parking space width due to the tendency of local residents to drive larger vehicles, it should be noted that hotel guests will largely be transients and more likely to drive smaller vehicles.

4. *Literal interpretation and enforcement of the applicable standard would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Municipal Code, and would work unnecessary and undue hardship on the applicant; and*

Nine-by-eighteen size parking places are common in the downtown zoning districts, and can be found both in public parking lots and on-street parallel parking.

5. *No variance may be granted for a use of land or building that is not permitted; and*

This is not a use-related variance.

6. *The variance shall be the minimum variance necessary to alleviate the hardship; and*

Based on negotiations with the developer, the Applicant believes that the slightly reduced parking space size will allow the maximization of needed parking spaces on the relatively small site. The developer is negotiating with the Hilton Corporation for brand rights, and this corporation requires a minimum number of parking spaces per room that the site plan has achieved due to the reduced parking space size.

7. *The variance would not cause substantial detriment to the public health, welfare, and safety of surrounding properties and community; and*

No detriment to public health, welfare, and safety will occur as a result of this variance.

8. *The variance would not impair the purpose and intent of Municipal Code.*

This variance would not impair the intent of the Code.

STAFF RECOMMENDATION

Staff believes that while not meeting all criteria this variance request is generally in keeping with the applicable variance criteria. Staff recommends approval of reducing the parking space size from ten-by twenty

*Variance request to reduce parking space width from 10 to 9 feet and parking space depth from 20 to 18 feet
100 Memorial Pkwy.*

feet to nine-by-eighteen feet. If the Board is not in agreement with Staff's finding on the other criteria, it has the ability to deny this request, stating alternative findings.

ATTACHMENTS: APPLICANT JUSTIFICATION AND EXHIBITS

ZONING BOARD OF APPEALS
Draft Minutes for the August 13, 2013 Meeting

The Zoning Board of Appeals meeting was called to order by Chairman Ellsworth Lowery Taylor III at 4:00 pm. Other members present included Betty Willis, Eddie Collins and Marcia Lane. The following members were absent: Rufus Borom, Blanch Rogers and Cleveland Hobbs.

Staff present: Planning Director Thad Crowe and Recording Secretary Deena Mccamey.

Appeals Procedure- Ms. Mccamey read the appeals procedure.

Motion made by Mr. Collins to approve the April 19, 2013 minutes, seconded by Ms. Willis. All present voted affirmative, motion passed.

OLD BUSINESS- None

NEW BUSINESS-

Case:	13-34
Address:	1618 Green St.
Parcel:	12-10-26-3320-0000-0070
Owner:	Marilyn Robbins
Agent:	Handi House, Inc.
Request:	Variance from minimum required distance between buildings from 5 to 0 feet between proposed storage building and existing garage, and from 5 to 0 feet between proposed storage building and proposed carport, per Zoning Code Section 94-183(a)

Mr. Crowe stated this is a request for reducing the minimum required building separation for one storage building and one garage. The carport will be placed on the existing foundation and the storage building will be placed next to the carport. That is why the zero setbacks are required. He went over the photographs regarding this property and identified each location where the requested buildings will be placed. He mentioned the storage building has already been placed and this is an after-the-fact request. He then discussed the variance criteria for this case.

First criterion: there were no special circumstances regarding the shape, size or other things pertaining to the physical elements to the lot.

Second criterion was met; the applicant has acted in good faith in perusing this variance.

Third criterion: he didn't believe there was any special privilege that would be granted to the applicant. It is pretty typical in this neighborhood to have outdoor sheds close to each other in this manner, and these buildings will not be located close to the property lines and thus impact neighbors.

The fourth criterion states that literal interpretation of the building separation rule would deprive the applicant of rights commonly enjoyed by other properties. While there are a lot of accessory buildings on this lot, the code does not limit that, therefore property owners should not be denied the use of multiple outbuildings..

Fifth criterion: no variance may be granted for a use that is not allowed in that zoning district. He said this is not a use issue.

Sixth criterion: is this the minimum variance necessary to alleviate the hardship. In order for the applicant to get the amount of storage they want this is.

Motion- made by Mr. Collins to approve, seconded by Ms. Lane. All present voted affirmative, motion passed.

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

Case: 13-41
Address: 100 Memorial Parkway
Parcel: 42-10-27-6850-0010-0000
Applicant: City of Palatka C/O City Hall
Agent: Jonathan Griffith
Request: Variance request to reduce parking space width from 10 to 9 feet and parking space depth from 20 to 18 feet, per Section 94-261(f)

Mr. Crowe said this request applies to the proposed hotel that will be located in the downtown lot where the Frank George building used to be. He said the City is in the final stages of an agreement with a Hampton Inn® hotel franchise owner. Since the City is now the property owner Project Manager Jonathan Griffith is working as the agent for the City. He then went over the criteria for this application.

First criterion pertained to the shape and size of the property; he did not believe that the property size or shape pertained to this request.

Second criterion was met, the applicant did act in good faith.

Third criterion pertained to special privilege; he said this request would not grant special privilege as this board has allowed this type of smaller parking space variance in the past, most recently for the Family Dollar® store off Crill Avenue where 50% of the parking spaces were approved for the smaller size. He said this property will need this variance in order to allow the 70 parking spaces the Hampton Inn® requires. It is common in other jurisdictions to utilize the standard nine-by-eighteen foot parking space instead of the City's larger ten-by-twenty space and he didn't believe the one foot reduction would be that substantive. He said he understood the Board's concern of larger vehicles that are used in the City, but believed the parking spaces will most likely be used by out of town visitors who were more likely to drive smaller vehicles.

The fourth criterion seeks to avoid depriving that applicant of rights commonly enjoyed by other properties. He said that the downtown area does have many nine-by-eighteen parking spaces including public parking lots along with on-street parking. He said the precedent has been made for these slightly smaller parking spaces downtown.

Fifth criterion: this is not a use variance.

Sixth criterion: this is a minimum variance necessary to alleviate the hardship. This is a small compact urban site, and reducing the space size will allow the redevelopment of this site with the intent desired by the City.

Seventh criterion: regarding public health, welfare and safety issues, he did not believe this applied. The neighboring property owners were notified and the site was posted, and the department did not receive any comments.

Eighth criterion: the variance would not impair the intent of the code.

Chairman Taylor asked the board members if they had any questions for Mr. Griffith.

Ms. Lane said that this board compromised on parking space size before for the Family Dollar store and said they should not allow any more compromises. She said the people that will be driving there will not be parking smaller vehicles, and since she works in St. Augustine she had a fair idea of the size of cars driven in a city similar in size to Palatka, and there are an enormous amount of parking spaces and buildings. She said she did not see smaller cars in general. She said she noticed on the site plan there are spaces on the property for future retail/residential and a restaurant. She suggested they should make those buildings smaller to allow for regular size parking spaces. If the Board gives up they are making it more difficult for people to park. She then asked if the applicant asked for this change.

Jonathan Griffith, Project Manager, Grants Administer for the City of Palatka, 201 N 2nd St. asked for clarification by asking did she mean the hotel developer or the City of Palatka.

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

Ms. Lane replied she knew he was speaking for the proposed hotel owner, she asked if they specifically asked for this reduction.

Mr. Griffith replied that they had asked for the variance.

Ms. Lane asked how come they were not there.

Mr. Griffith replied the Applicant could not be there, this is some of the facilitation that is provided by the City and CRA to make this project move forward.

Ms. Lane asked how much the City was spending by giving the lot to the hotel developer.

Mr. Griffith replied the City is not spending anything on that lot. The City will receive \$162,000 for the property..

Ms. Lane said the City has already spent two million of taxpayer money on that lot. She said this seemed to be like before when staff asked to have all the parking spaces citywide smaller.

Mr. Crowe replied yes, that is correct.

Ms. Lane said this request seemed to be a continuous move in that direction and said it was not a good idea. She said there was enough sufficient space on the property for parking, there are other parking areas where they could park, or they could reduce the number of parking spaces that the business needed.

Mr. Crowe reminded the board that parking is not a requirement for in the Downtown district, so parking is exempt. He also said that in his professional opinion, he believed in the benefits that will be received by reducing the spaces. Such benefits include more open space along with less pavement and associated expenses. He did not believe the one foot would make a substantive difference in the ease of parking and the increased incidence of car "dings."

Mr. Griffith said Beef O'Brady's ® and the Quality Inn ® have an established parking lot that people from Palatka and Putnam County frequent and said he measured their parking spaces and they are nine foot in width and he said he has not seen any problems in that parking lot.

Ms. Lane asked if he would go outside and look at the number of dings on the cars, she said those are caused by the fact that there is no space to open the car door from having a smaller parking space. She also said it does make a difference when getting in and out of cars.

Mr. Collins asked Mr. Griffith if he was up against a certain amount of rooms and that the hotel requires parking places to match every room and there isn't any room to get all seventy in there correct.

Mr. Griffith said that is correct. If they went to a nine-by-eighteen foot space the City was protecting the interest of the citizens by maximizing the amount of residential and retail space on that property, and the last thing the City wanted was just a hotel with a huge parking lot around it. He reviewed multiple site plans with their architect and he also drew his own, and by moving the location of the hotel footprint, the additional future retail along St. Johns Ave. is maximized. The variance would minimize the amount of pervious space that doesn't contribute to the economy, pervious space meaning parking. He also reminded the board that just as

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

Mr. Crowe mentioned there is no requirement for parking in the Downtown, and staff was trying to meet the requirements of the Hilton® franchise.

Ms. Lane replied so the rooms don't have to match the parking.

Mr. Griffith replied that is a Hilton ® requirement, not a City of Palatka requirement.

Chairman Taylor asked will there be a conference room or something of that nature in the hotel where there will be additional traffic flowing in and out of the parking lot.

Mr. Griffith said there will be a small conference room. He said there are approximately 60 to 90 parking spaces immediately adjacent to the hotel either on street or in adjacent parking lots. If there is an overflow from a meeting or a conference there will be parking available.

Ms. Lane said not in the particular block, but it will spill over into the other parking lots and spaces.

Mr. Griffith said yes that was correct.

Ms. Willis asked why they couldn't reduce the amount of rooms from 70 to 60. If they reduced the amount of rooms, that would cure the parking problem. In a large town like Palatka you wouldn't need a large hotel.

Mr. Griffith replied the he is not a hotel developer. He said that he trusts the developer's judgment and marketing, basically the project cash flows at 70 rooms.

Ms. Lane suggested the hotel developer rethink his target for 70 rooms.

Mr. Griffith said the board seemed to be going outside of the request which was for minimizing the parking dimension.

Ms. Lane replied it's not a good idea, as it has been seen time and again. Staff has tried to make the board allow parking lots smaller.

Chairman Taylor asked about accessing the street, from 2nd St. will there be a standard business drive opening to the curb.

Mr. Griffith asked when you say standard you mean by code.

Chairman Taylor said his drawing was hard to read.

Mr. Griffith said the driveway will be the typical 24-foot wide entrance.

Chairman Taylor asked how many feet will there be between the sidewalk and the parking.

Mr. Griffith said there will be approximately eight to ten feet from the edge of the parking to the back of the curb of the roadway. He also told the board there will be a proposed decorative brick wall that will surround the parking area.

Chairman Taylor asked if staff knew how tall that wall will be.

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

Mr. Griffith replied at this time there is not an accurate detail, but the rendering shows the fencing to be approximately a two foot tall brick wall with a decorative aluminum fence on top.

Ms. Lane asked how high that will be.

Mr. Griffith replied he did not have an accurate detail, but guessed the whole thing was approximately six feet. He added this was one of the requests from staff in negotiations with the developer.

Ms. Lane asked six feet all around or on three sides.

Mr. Griffith replied anywhere parking meets the roadway. The fencing will be opaque to allow some view into the site, but there will be some screening from the street to the parking. Obviously the City wouldn't want to view just a parking lot similar to the old Frank George high rise apartments. The fence would also be an extension of the building wall, an extension of the building continuity so the connection between the riverfront and downtown can be strengthened. Right now there is a large disconnect from the intersection of 2nd St. and St. Johns Ave. to the riverfront.

Mr. Collins replied, if this is going to be a Hampton ® it will be done well. He said he was familiar with their requirements. They are known for doing a very good job.

Ms. Lane replied for what they are.

Mr. Collins asked what she meant.

Ms. Lane replied this hotel chain is not exactly a Hilton®.

Mr. Collins replied for a medium priced hotel the customer gets a lot for their money.

Chairman Taylor asked if the fencing will be coming to the board, because it is not the normal setback fencing requirements, or is this request going to be the final.

Mr. Crowe replied this is the final, the applicant submitted a previous site plan that would have required more variances but they were able to meet all the requirements except the parking, so this is the final variance request.

Chairman Taylor said the parking and the off street fencing was not included in their packet or the request.

Mr. Crowe replied the fencing would not require a variance.

Chairman Taylor said he was under the impression a variance would be required for stockade type fences.

Mr. Crowe replied the code does not apply to commercial uses as they are exempt from fence requirements.

Mr. Collins replied it will not be a stockade fence it will be open.

Chairman Taylor asked for further comments from the board.

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

Chairman Taylor closed the public comments.

Chairman Taylor agreed the board did make a compromise with the Family Dollar ® as the reduction went, and keeping that in mind there are larger cars and there are cars that are smaller. He said the trend is to reduce everything and this board needs to decide if they go with the trend, compromise or deny the request and asked the Board for their comments before any motions were presented.

Mr. Collins said he has hoped for 25 years that there would be progress downtown. The City got rid of the high rise and he couldn't see holding progress up for one foot of a parking space.

Ms. Lane asked how many parking spaces there will be.

Mr. Griffith said 70 parking spaces for 70 rooms.

Ms. Lane said it wouldn't be just one foot; it would be 70 feet plus two more feet on the depth and asked what the total square foot that would result in.

Mr. Griffith said he calculated 2800 square feet.

Ms. Lane replied that would be a good size house.

Chairman Taylor asked if the future restaurant, retail/residential uses would use the hotel's parking or other parking.

Mr. Griffith replied there is no parking requirement for Downtown.

Ms. Lane replied the hotel will not provide parking for those future businesses.

Mr. Griffith replied that was correct.

Ms. Lane said that was more than just one foot.

Mr. Collins asked what one foot was.

Ms. Lane said the 2800 square feet.

Mr. Collins replied she was taking that amount and putting in into just one block, this will actually be taken in increments of one foot per parking place width and two feet in parking place length.

Ms. Lane replied this is only one block.

Chairman Taylor asked if the fencing will be closed; meaning if it will go the hotel walls.

Mr. Griffith said no there will be pedestrian areas for them to move in and out of the lot and staff has also negotiated to have courtyard areas for outdoor dining and seating and they also have what they term as a outdoor living room area. The Hampton Inn® concept has a required outdoor seating area in addition to the pool. He also said that the 2800 square feet in the Downtown setting is better preserved for retail and residential space. He said the City does not have a parking problem downtown, it has a walking problem and if

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

an additional 2800 square feet can go toward potential retail space and residential the City will be better off in the next 20-30 years.

Ms. Lane asked if the future retail/residential location could be a shopping or a housing complex.

Mr. Griffith said the City is proposing mixed use development with commercial on the ground floor and residential in the second and third floors.

Ms. Lane asked it will be how high the buildings can be.

Mr. Griffith replied the buildings can be up to 60ft.

Ms. Willis asked if the parking lot was private and just for the hotel.

Mr. Griffith said yes.

Ms. Willis asked if all of a sudden the hotel decided the future restaurant, retail, and residential users can't park there and they put a chain up across the driveway.

Mr. Griffith replied that would be up to the future owner of the property to decide. What the City and CRA is looking at strategic parking lots and increasing on-street parking. He said an example of that would be the project that was just completed which gave the City approximately 80 new parking spaces, not including the spaces we kept on the street, and with the improvements to the south Riverfront Park they are looking at adding well over 100 parking spaces where some of those will be used as flexible spaces for boat trailer or passenger vehicles. He then asked the board members to look at the request as part of the whole downtown. He also said that if there is future demand for this property if the owners of the retail/residential want to make that space viable they may want to look at constructing a garage or first floor parking. They will have to be creative and that burden will be put on the private developer. The City wants to incentivize development and requiring parking would put a burden on developers. An additional 2800 square feet of asphalt would not get a return on the dollar.

Ms. Lane replied that would be iffy since they can't look at what they will be doing, she said there are trees shown on the plans, but asked about the green space, and she said it didn't look like there would be much green space. She asked how much green space would be in the triangular portion known as the outdoor living area.

Mr. Griffith said it appeared to be approximately around the 2000 square foot range.

Ms. Lane said that is not very much space, she asked if that would be the major amount of greenery.

Mr. Griffith said there will be greenery surrounding the building and also the landscape islands.

Ms. Lane said it shows shrubs but little grass.

Mr. Griffith replied the landscape design has not been depicted on the drawing and all they are showing is the shade trees.

Ms. Lane said it seemed to be a little early and that she would like to be able to see what it will look like.

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

Mr. Griffith reminded the board that the greenery and landscape was not part of their seven criteria for reviewing this request.

Chairman Taylor asked for clarification of text on the drawing.

Mr. Griffith replied the word was "plaza." The plaza would be an extension of the retail area; it could be used as outdoor dining or a display space.

Chairman Taylor asked if that will be green space.

Mr. Griffith replied there will be some canopy trees and maybe some paving. It will be more of a pedestrian downtown environment. He said the City was not looking at creating a lot of lawn there.

Chairman Taylor asked if there any more questions. He then asked for a motion.

Ms. Willis asked the Chairman if she had to vote for this.

Chairman Taylor replied regardless of what people said, this board needs to look ahead in a future way and they also need to keep their eyes on the green and trees because if they don't no one will. He said regarding the motion for this criterion he asked if this was preliminary.

Ms. Lane said this Board is committed to it.

Mr. Crowe said the Board's decision for the parking spaces will be final unless it is appealed to the City Commission.

Mr. Griffith asked if Chairman Taylor was asking about the terms of the negotiation for the hotel.

Chairman Taylor said yes.

Mr. Griffith replied there is a letter of intent by the City to sell the property that has been executed by both parties, and the purchasing agreement will be presented to the City Commission at a special called meeting on August 29th.

Chairman Taylor asked this request is preempting that agreement.

Mr. Griffith said yes.

Ms. Lane said she agreed this board needs to look into the future and said that was partially why she has concerns over the parking space sizes. She said since they were advised by staff they had compromised their standard before like they did with the Family Dollar®, this was another reason to continue to compromise their standards. She said to change the Board's standard just because someone wants to come in and possibly develop the property very nicely and maybe it will stay nice. But she said she did not know what the other two future spaces will be.

Mr. Griffith said if the developer had their way the hotel would be built in the center of the property and it would have parking all around it. He said that the city staff and the CRA committee are looking out for the citizens. When Staff and the CRA committee sat down with the developer they made sure they were

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

eliminating the amount of property needed for the hotel so the City can get more out of that property and the developer has committed to buying that property in its entirety and has committed to try and fill the retail/residential spaces.

Ms. Lane said the City was only selling the property in its entirety; it wasn't being sold piecemeal. She said since the City talked to the developer they would have had to buy the whole property then.

Mr. Griffith said no, the City could develop a sketch and legal to separate out those future portions of what the City would want to retain.

Ms. Lane replied could you imagine the City doing that.

Mr. Griffith said yes, the City already has a sketch and legal separating the portions they are giving to the purchasing developer.

Ms. Lane asked if he could imagine that getting past without the public coming after you.

Mr. Griffith replied yes he could.

Ms. Lane replied his bet is much different than her bet.

Ms. Willis said there should be a signed letter of intent first.

Ms. Lane commented the developer had not signed a letter of intent yet.

Mr. Griffith said yes they have.

Ms. Lane asked if the special called meeting on the 29th was that for the letter for intent.

Mr. Griffith said no that meeting is for the purchase agreement. It will outline the actual details of the purchase, details of the closing, how much the developer will be willing to pay and the responsibilities of the buyer and seller.

Ms. Lane asked if then the hotel developer owns the property.

Mr. Griffith said no. The developer will have a certain amount of days to execute the contract and certain number of days to close.

Ms. Lane asked if the developer had approval from the Hampton Inn® franchise.

Mr. Griffith said the developer will need control of the property to get through the franchise application. He reminded the board the parking variance and purchase will need to happen concurrently in order for this project to move forward.

Chairman Taylor asked if there were further questions. He said this board is here of their own accord and they are looking out for the citizens and they would like to see what is going on as far as their part of it with the greenery and things that are involved with the street. He said he understood downtown parking is different than

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

other locations in the city. He said this request seems to be a closed in parking area by the drawing that shows fencing around the parking lot.

Mr. Griffith reminded the board that the fencing was a requirement that the City and CRA requested because there was not enough room to construct a 10-15 foot-wide vegetative buffer. In downtown settings you will see more ornamental fences or walls that delineate the parking from pedestrian promenade and that were what they wanted something to see through but yet still define the parking spaces.

Ms. Lane said if the developer had his way he would have put up the hotel in the middle of the space with parking.

Mr. Griffith replied the developer first started with putting the hotel on 2nd St. and parking between the hotel and river front park.

Ms. Lane replied then the developer would not have been required to put in any greenery or anything like that.

Mr. Crowe said the Downtown is exempt from landscape except for the requirement for landscape islands with shade trees.

Chairman Taylor then asked for a motion or if the board needed more discussion.

Mr. Collins said this town is not going anywhere unless there is a compromise.

Motion made by Mr. Collins to approve the variance request.

Chairman Taylor asked for a second.

Ms. Willis said she can't.

Ms. Lane said she won't.

Chairman Taylor said a motion won't carry without a second and asked if it would need to be discussed further.

Mr. Crowe said the chair could pass the gavel to second the motion. He asked if the vice chair was present.

Ms. Mccamey replied no.

Mr. Crowe said the board could assign one. Either Ms. Willis or Ms. Lane would need to accept the vice chair position because there really needs to be a vice chairman.

Ms. Lane asked if they pass the gavel would Ms. Willis be able to vote.

Mr. Crowe clarified that Chairman Taylor would relinquish his chairmanship to second the motion and then take the gavel back for discussion and vote.

Ms. Lane asked if Ms. Willis will be able to vote.

Mr. Crowe said yes.

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

Ms. Willis then seconded the motion.

Chairman Taylor asked for a vote.

Call for votes- Yes: Mr. Collins and Chairman Taylor; No: Ms. Lane and Ms. Willis. **Motion** failed.

Mr. Crowe told the board he wanted them to understand this was an important project for the City. He said the Board could vote to reconsider this item. He said staff had been working on this project for some time now and he didn't want to think this vote could result in a possible problem with the project.

Chairman Taylor asked to table this discussion until after the next case is heard.

Case: 13-42
Address: 1624 Bronson St.
Parcel: 42-10-27-6850-3080-0110
Applicant: Sherman and Beverly Canty
Request: Variance request to reduce the number of paved parking places from 29 to four per Zoning Code Section 94-262(a)(3), and to reduce minimum distance from driveway to property line from 20 to four feet per Zoning Code Section 94-261(s)(3)

(Note – draft minutes not complete for this item)

BOARD DISCUSSION

Chairman Taylor asked the Board to reconsider case 13-41.

Mr. Crowe reminded the Chairman they would need to vote to re-consider this case.

Chairman Taylor said the Board is not going to reconsider this case but will discuss their decision before they decide to reconsider. He asked to close the public portion of this meeting so the Board can discuss this case.

Mr. Crowe said the discussion would have to be informal.

Ms. Lane asked if this would be in violation of any sunshine laws.

Mr. Crowe said no this is still a public meeting and this was an item on the agenda.

Chairman Taylor said he agreed the City does need to move ahead with something. He said the drawing made it look like the parking lot was closed in and he said it looked like it had a courtyard with the fence around it, looking like it to be more self-contained. He said he understood the reduction of the parking space size and commented that he is good for a compromise, like half and half for shopping centers and such. He said with this case the developer is there to make a business and his money, he said the Hampton Inn ® chains are real nice.

Mr. Collins said when you are in business and restricted in the amount of money to spend, Hampton Inn® is the way to go.

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

Chairman Taylor said he didn't have an issue with the parking variance and said there should have been a compromise since it was open and it appeared to be real close to the allowed size and since there were no requirements in the downtown, he said he didn't have as much of an issue with it. He said the Board needs to allow compromises.

Ms. Lane said that each case has to be considered on an individual basis.

Chairman Taylor said he did not want to set precedence where all reductions are approved. He said this is a preliminary case and it was vague, the drawing was not legible.

Mr. Crowe said staff gets this a lot, when people come for a variance they are at the stage of purchasing the property, or no commitment had been made so they wouldn't have any engineering or detailed plans and said the applicant shouldn't have to go out and pay large amount of money if they are then not approved for the variance.

Ms. Lane said her concern was that if Mr. Griffith and the other City staff had been talking with the developer, and this has been reworked several different ways, she said there should be some sort of drawings somewhere to show the detail that the City has been looking at.

Chairman Taylor agreed.

Ms. Lane also said her other concern was that Mr. Griffith said the City would have sold the property piecemeal and she said she disagreed, because that then becomes a big project that would make a difference. She said she agreed something does need to happen, but said her concern was there are two pieces of property set aside for the future and the Board did not know what he was talking about and now he mentioned a possible garage for the residential parking.

Chairman Taylor said what Mr. Griffith meant was for future growth if they needed more parking it would be up to the chain to provide that parking.

Ms. Lane asked how much square footage did the future lots for the retail/residential and restaurant end up being. She asked why the parking spaces couldn't go there.

Mr. Crowe said what Mr. Griffith meant was in order to attract people from downtown to the park the City wants building continuity for pedestrian interest.

Ms. Lane said the City needed to think about people driving big cars too. She said she understood the City would like to have pedestrians, but people will want to be walking close to where they park so they can throw what they had bought into their vehicle. She said the City has all that extra space, she didn't understand what was going there and said if the hotel needed space then use 3600 square feet for parking and the City would then still have enough room for the future restaurant or one of the other retail uses.

Chairman Taylor asked if that future spot will be chain related.

Mr. Crowe said he did not know, but said the applicant does have a number of prospects including Outback Restaurant®.

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

Ms. Lane said Palatka did not have the demographics to support this kind of chain restaurant.

Mr. Crowe said he did not know what will be brought in yet. He did say the City is trying to promote the downtown and if they separated all the buildings and added a lot of parking it would look like State Rd. 19 and they would lose the character that they are trying to preserve. He said the City needed to be strategic and provide the parking, but if the City allows parking to dictate design and development then he believed the City would lose again.

Ms. Lane said parking does need to dictate because you need somewhere to put people.

Mr. Crowe agreed but said that if you stick with the exact dimensions without any relief of the code requirements the City could be suffering again. He reminded the Board that Mr. Griffith said the City will be losing retail space and green space without the variance. He said all of this counts downtown and a nine-foot wide parking space worked fine. He reminded the board that half of downtown parking has the nine-foot wide parking spaces. He said the precedent is there.

Mr. Collins said it's the same in the county as their code requires nine-foot wide parking spaces.

Chairman Taylor agreed. He said this parking is more closed in, he said he would have had an issue if this was all open, but since there will be a barrier between the parking and sidewalk he did not have a problem with it. He said it is more encapsulated within itself and not open find your own parking spot.

Mr. Collins said like the Quality Inn ®.

Chairman Taylor said if it were more like a shopping center like Winn Dixie ® he then would have not agreed and kept the ten-foot width, but he said with the hotel he agreed with the nine-foot width because it is closed in.

Ms. Lane said her problem went back to people opening car doors on one another.

Mr. Crowe said he understood what Ms. Lane was getting at, because he has a newer car. He said that he makes sure to park way out away from other parked cars because of that, but said the two extra feet will not prevent any nicks. He said he knew there was discomfort with the Board for this request, but asked them to reconsider just this one case with this special circumstance and he promised the Board he will do his best to not bring any more of these requests to this Board in the future.

Chairman Taylor said this Board is setting precedence for themselves, because it rehashes and revisits them often and they do allow the variances they then get reminded of the comparisons. He said this is a unique and different case in its own.

Ms. Lane said she thinks back to the compromise for the Family Dollar ®, she said she thought about it and wished she had never agreed to that compromise, because the developer could have made it work with the bigger parking spaces. She said the developer said they were leaving more trees and maybe they did, but she said they could have worked it out.

Mr. Crowe said the Board is not obliged and next time they can say no. He said you can look at the special circumstances with each case. This Board can make a different decision every month.

Mr. Collins said that is what the whole purpose of a variance.

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

Ms. Lane said she understood, but reiterated that the Family Dollar ® is going to be brought up all the time.

Mr. Collins said it didn't matter each case is individual and will have different outcomes.

Chairman Taylor said the board still can say no to it.

Ms. Lane said she went back to her concerns for changing it. She believed there were ways that they could make the parking work without the reduction.

Mr. Crowe said he was looking at the plans and he said he likes compromises too, but the problem went back to the fact that the Hilton ® requires one parking space per room and it will be a 70-room hotel.

Ms. Lane asked if the brick and aluminum fence will be on the St. Johns Avenue side.

Mr. Crowe said yes.

Ms. Lane said she understood the point that the parking will all be enclosed. She suggested they cut out the plaza space, since that will be used by the hotel clients and they were getting a wonderful deal, she suggested the City work something out. She then asked what the size of the sidewalk will be.

Mr. Crowe said she was looking a portion that will be part sidewalk and landscape; he said it won't all be sidewalk.

Ms. Lane suggested they work around it, they can add a few more spaces.

Mr. Crowe said the configuration of the parking lot would not allow that as there are no areas where driveways can access parking spaces.

Ms. Lane suggested removing the future building spaces since there is no commitment; she said that would give the additional spaces.

Mr. Crowe said that would not allow for the additional parking spaces.

Ms. Lane questioned his remark.

Mr. Crowe said no, unless she could show him how.

Ms. Lane said she probably could if she had some time.

Mr. Crowe said staff had tried to squeeze in the 70 spaces and it just wouldn't work in order to retain the retail on St. Johns Avenue which is important to the City.

Ms. Lane said hopefully the 100 block will help retain the retail also.

Mr. Crowe said that was also another important component.

Ms. Lane also commented the GP center still needed to go in.

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

Chairman Taylor asked if the restaurant and retail will be chain related.

Mr. Crowe said he did not know he said if the developer's deal goes through, he has a specified amount of time to bring in a restaurant and if he doesn't do that the City gets the land back.

Ms. Lane asked if the start date for that time period would be on August 29th.

Mr. Crowe said yes.

Chairman Taylor asked how many handicap spaces there will be on the hotel property.

Mr. Crowe said there will be three handicap spaces.

Chairman Taylor asked if the landscape islands would be green space.

Mr. Crowe said yes.

Chairman Taylor asked Ms. Willis what her reason was for voting no for the variance.

Ms. Willis replied she was out of this one. She said it was like dropping candy in the dirt when they compromised for the Family Dollar® store.

Chairman Taylor asked Ms. Willis if that's where she was with it.

Ms. Willis said yes.

Chairman Taylor said the Board could table this or they could live with their decision that was made and asked for any other comments or feelings.

Ms. Lane said that there would be space if they removed the future retail/residential. She said the space is there.

Mr. Crowe said for the record he would respectfully not agree.

Ms. Lane said she knew he disagreed, but she said she had not been involved from the start like he has. She said it bothered her that the Board didn't have any idea of what the developer might put in the future spaces. She asked if the City is selling to the developer for a hotel, and the City is asking him to add the future retail/residential spaces.

Mr. Crowe said yes.

Ms. Lane asked if the square feet for those future lots a requirement the developer is asking for to make a profit, or is that what the City was requiring to make a profit.

Mr. Crowe said the provision of the retail/restaurant sites was dictated by staff, they consulted with people that knew how much room would be needed to make a successful commercial downtown type of development, he said if it went any smaller than the size of those lots then the smaller size stores could be unsuccessful.

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

Chairman Taylor asked Mr. Griffith for details of the drawing that was submitted for the parking regarding the parking, green space, pervious and impervious locations.

Ms. Lane asked what he called impervious if that would not be grass.

Mr. Griffith said impervious would be termed as hardscape concrete or bricks or things of that nature.

Ms. Lane said that area could be made into parking spaces there and asked what the difference would be.

Mr. Griffith replied this could not be done because of the geometry restraints. He stated that a 90 degree parking requirement in order to have a 24 foot driveway and there cannot be any more of an acute angle than a 90 degree without wasting space.

Ms. Lane asked whose requirement was that.

Mr. Griffith said it is the geometry.

Ms. Lane remarked she had not been a part of the planning process for this project.

Mr. Griffith said he and the architect have tried to move things around several times and a variance for the parking spaces was the only possible way.

Ms. Lane asked if the designated future retail/residential and restaurant can be made into parking, and asked if the developer knew what was planned to be put in those future locations.

Mr. Griffith said the developer has an idea of what type of retail and residential uses he would like there. He referenced Outback® Restaurant as an example.

Ms. Lane commented Palatka did not have the demographics to support a restaurant like Outback®.

Mr. Griffith replied yes, but stated he believed the City needed to be in a position to have vision and to promote growth.

Ms. Lane said the city needed to have something for those businesses to believe in so they would come. She said that the business would compete with the 100 block businesses.

Mr. Griffith said it would not be a competition but would be complementary. He said the more cluster of retail and residential the City brings downtown, the greater potential to reach critical mass and then you start to change your demographics. He said the City is trying to bring additional density of commercial and residential downtown as it used to be.

Chairman Taylor asked if the parking lot will be encapsulated by the fencing and not open like a Winn Dixie® parking lot.

Mr. Griffith said no there will be openings for vehicular access and a 20-foot easement that will be deeded to the Presbyterian Church to allow pedestrian access through to the river front. He showed the Board locations where trees and vegetative landscaping will be located around the parking lot and on the right of ways along the sidewalks.

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

Chairman Taylor said he would consider that to be encapsulated and he said he understood the tightness. He said he was leaning towards a yes for the request because the parking will be encapsulated and the parking will be for the hotel guests, maybe future restaurant patrons. He said he supported the ten foot-width but said since this will be encapsulated he believed the nine-foot width will be ok.

Ms. Lane said she respected his opinion and said she had to go to a number of hotels in the last two weeks and would not have paid as much attention to how close some parking places were and how nice other places were.

Chairman Taylor replied Hilton ® gives you room.

Ms. Lane said looking at the parking she said she did not understand why the City couldn't find the space, she said she wasn't arguing it wasn't tried, she said she sees spaces that she believed there were ways to do it and if you say it won't impinge on the City's view or parking why should the Board care, she said the Board still needs to care, because once it is allowed it will be allowed everywhere. She said there is a place for a future restaurant and retail/residential that will allow a flow of people downtown she said would be great, but she said how they can justify if they are asked to make the parking spaces seven feet then it could go in. She said they would start at ten feet and she said she could see the requests keep getting smaller and smaller then it could end up being let's not even bother about parking, commenting let's not even worry about it. She did not see just did not the point in changing what is in place because it will cause too many problems.

Ms. Willis commented the truth is they haven't planned for that.

Mr. Crowe said there was another way to look at this. He said they are not required to provide parking downtown, this was an extra on their part and was above and beyond what the City required, and with that he believed to a certain degree this provides the Board with some leeway to look at this request differently. He reminded the Board this was not something that they had to do and was told how to do it, this request was one that could give the developer a little relief and encourage them to proceed.

Ms. Lane said she thought the Hilton ® Corporation required the parking spaces.

Mr. Crowe said the Hilton ® is not the City.

Ms. Lane said the developer won't build unless he gets the approval from Hampton ®.

Mr. Crowe said the job of this Board is to look at the code and the Board is to review each case by what the code will allow and this parking request is not required by the code.

Ms. Lane questioned Mr. Crowe's comment.

Mr. Griffith said parking is technically not required, (in general) if the developer wanted to develop the site (in general) he would not be required to provide parking to meet code. He said what Mr. Crowe meant was Hilton ® requires one designated parking space per room, so this request is for a requirement the developer is trying to fulfill to meet the Hilton® requirements.

Ms. Lane asked if the developer was not offering the City a hotel would the City not look at him to develop that property.

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

Mr. Griffith said no the hotel was the proposal that the developer brought forward. Mr. Griffith said the City approached the developer and negotiated to have additional space for the future retail/residential and restaurant. He also reminded the Board that the City has a buy back provision. He reiterated the parking requirement is a requirement from the Hilton ® Corporation.

Ms. Lane said the City has been trying to get a hotel on that space for some time now and she said she kept going back to there was a need to keep the parking spaces the way that they were, and said she bet somehow there was space and if the developer was made to find it he would find it. She said she knew Mr. Griffith did not agree and said she was not arguing that he had not tried.

Mr. Griffith said he had spent many hours on auto cad designing different scenarios and it didn't work. He said what they have was the best use of that property.

Chairman Taylor said that was why the Board was rehashing this case. He said he felt flexible with this since it would be encapsulated, not being just a square it is oddly shaped and suggested the Board just let this request go at nine feet knowing they are determined case-by-case and not by setting a precedence. He said he understood that decisions the Board had made in the past have come back to haunt them, but said since it was encapsulated he was ok with the request.

Ms. Willis said they should put the hotel on stilts and have the parking underneath.

Ms. Lane said that would solve their problem.

Chairman Taylor asked staff if the motion should be left as unasked and move on and vote for a reconsideration of this case.

Mr. Crowe said unless Ms. Willis changed her mind there really wasn't a point to reconsider; the vote would hang on Ms. Willis.

Chairman Taylor asked Ms. Willis if she had changed her mind.

Ms. Willis asked about what.

Chairman Taylor said about the nine-foot parking space request. He asked her if she was ready to move on or leave her vote as it was.

Ms. Willis said she didn't care what they did.

Chairman Taylor said it was up to her if they were to revote or leave the votes as they stood. He reiterated would she vote yes or no.

Ms. Willis said she got in trouble the last time she voted yes, and asked what she would be saying yes to.

Chairman Taylor asked if she wanted to revote for the nine-foot parking or did she want to leave it.

Ms. Willis said it could be left as far as she was concerned.

Chairman Taylor then asked if there were any further comments.

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

Mr. Collins said he sits on the county zoning board and if this Board wanted to set precedence they should sit on that board sometime. He said every request is considered on an individual basis. He said they get a lot more cases than this Board gets and if something came back to haunt them it didn't bother them because they consider them as individual. He also commented this Board was being very short sided. He then asked Mr. Crowe if this case could be brought back up sometime.

Mr. Crowe said an appeal would go to the City Commission after the Board's decision and he suspected that is what they will do.

Mr. Collins said he would prefer a full Board to vote on this instead of just the four of them.

Mr. Crowe said that was an option for the Board to rehear it, but the Board has a denial and it's the City's prerogative to appeal, he said he was not sure if staff would want to go through all of this again.

Ms. Mccamey said it is hard to get Board members to attend the meetings.

Chairman Taylor said the Board needed to recruit some citizens who could come to these meetings.

Mr. Collins asked if this can go to the City Commission.

Mr. Crowe said yes.

Mr. Griffith said the appeal has already been made and it has been placed on the August 29th agenda.

Ms. Lane asked if this was a special meeting.

Mr. Griffith said yes.

Chairman Taylor said the drawing was not clear and was hard for them to understand.

Mr. Griffith said that can happen when copies are made, sometimes the details are lost.

Chairman Taylor said then the Board will leave it as it stood and let the case be appealed and stick with their guns with that and to also try and recruit some members that can attend these meetings.

Mr. Griffith asked the Board for the terms this case was denied.

Mr. Crowe said it would be helpful if Ms. Lane would state her findings for her denial.

Ms. Lane said she had been through this, she said staff would only have to listen to find the causes.

Mr. Griffith asked if it was based per the Municipal Code.

Ms. Willis said the Commission would be on their money.

Ms. Lane replied she had problems with criteria #1, #2, #3 and possibly #4 and #6.

ZONING BOARD OF APPEALS
CITY OF PALATKA
DRAFT MINUTES 8/13/2013

Mr. Griffith asked if she had a problem with the section that mentions that it was commonly enjoyed by other property owners in the same zoning district.

Ms. Lane said she had issues with other parts of it too. She said she would go through all of them if he wanted her to. She said she will come to the City Commission meeting, she said he did not have any idea how much she didn't want to be bothered.

Chairman Taylor asked Ms. Lane in her mind could there be a compromise that could be reached for a satisfactory result for this case. He asked if it could be that half of the 70 spaces be 10 ft.

Ms. Lane said she would like to see the other ways staff tried to work it, and she said that she wouldn't guarantee that would change her mind.

Chairman Taylor asked for further discussion.

Mr. Crowe said nothing further from staff.

Motion made by Ms. Willis to adjourn and seconded by Ms. Lane. All those present voted affirmative.

Other Business- None

Motion to adjourn- made by Ms. Willis and seconded by Ms. Lane.

Meeting adjourned- at 5:34 pm

*Agenda
Item*

5



CITY COMMISSION AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, Florida, accepting and adopting a Contract for Purchase and Sale for 1.63 acres of city-owned property identified as Area 3 contained in RFP 13-002, commonly known as the Frank George Apartments Site at 100 Memorial Drive, to SHP Hospitality, LLC, and authorizing the City Manager to execute said Contract for Purchase and Sale.

DEPARTMENT: Administration/City Manager

ATTACHMENTS: Ordinance Resolution Motion
Support Documents Other

SUMMARY: The City developed and released a comprehensive Request for Proposals for the sale or lease of two blocks of city-owned property commonly known as the "Downtown Redevelopment Area." After negotiations SHP Hospitality, LLC, the lone respondent for the redevelopment of Area 3, the former Frank George Apartments site, the Commission adopted Resolution No. 2013-9-106 on May 13 authorizing the execution of a Non-Binding Letter of Intent with SHP for the purchase of the 1.63 acre property that is Area 3. SHP Hospitality is represented by Sanjay Patel. Mr. Patel required this LOI so that he could present it along with his formal application to Hilton Worldwide to build a new Hampton Inn on this site.

The City Manager and Staff, including the City Attorney, have conducted several negotiation sessions with Mr. Patel and both parties have agreed to a Contract for Purchase and Sale of Area 3. A copy of this Agreement is included with the proposed Resolution.

RECOMMENDED ACTION: Adopt Resolution No 2013-9-153 accepting and adopting a Contract for Purchase and Sale of 1.63 acres of city-owned property identified as Area 3 contained in RFP 13-002, commonly known as the Frank George Apartments Site at 100 Memorial Drive, to SHP Hospitality, LLC, and authorizing the City Manager to execute said Contract for Purchase and Sale.

DEPARTMENT HEAD Submitted: Michael J. Czymbor, CM Date: 08/21/13
Requested Agenda Special/Regular Date: 08/29/13
FINANCE DEPARTMENT Budgeted Yes No N/A Date:
CITY ATTORNEY Approved as to Form and Correctness Date:
CITY MANAGER Approved Agenda Item For: Date: 8/20/13

COMMISSION ACTION: Approved as Recommended Disapproved
Approved With Modification Tabled To Time Certain
Other

DISTRIBUTION: APT CA CC CM FIN FD P&C PD PLN S&S W&S WTP WWTP

RESOLUTION No. 2013 – 9 - 153

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, ACCEPTING AND ADOPTING A CONTRACT FOR PURCHASE AND SALE FOR CITY-OWNED PROPERTY IDENTIFIED AS AREA 3 CONTAINED IN RFP 13-002, COMMONLY KNOWN AS THE FRANK GEORGE APARTMENTS SITE AT 100 MEMORIAL DRIVE, TO SHP HOSPITALITY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT FOR PURCHASE AND SALE.

WHEREAS, on March 1, 2013 the City of Palatka issued a Request for Development Proposals for two blocks in Downtown Palatka commonly known as the Downtown Redevelopment Site(s); and

WHEREAS, SHP HOSPITALITY, LLC (SHP) submitted a timely response and proposal to redevelop Area 3 of the Open Invitation for Submission of Development Proposals (RFP) 13-002, and more commonly known as the FRANK GEORGE APARTMENTS SITE, and

WHEREAS, on May 13, 2013 the Palatka City Commission adopted Resolution 2013-9-111 to adopt a non-binding letter of intent to purchase the property and authorized the City Manager to negotiate a purchase agreement on behalf of the City; and

WHEREAS, the parties have met and have negotiated a Contract For Purchase and Sale of Area 3, which is approximately 1.63 acres.

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

1. The Contract for Purchase and Sale between the City of Palatka, FL and SHP Hospitality, LLC for sale of the Area 3, which is approximately 1.63 acres contained in RFP 13-002, attached hereto as Exhibit "A" and incorporated herein, is hereby approved and adopted.
2. The City Manager is hereby authorized to execute the Contract on behalf of the City of Palatka, FL.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 29th day of August, 2013.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

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 **SHP HOSPITALITY, LLC** or designee (hereinafter referred to as the "Buyer"), 250 Prime Outlet Blvd., St. Augustine, FL 32084.

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 September 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.** Lodging and Mixed-Use Commercial/Residential. The permissible uses of the property are further defined and set forth at paragraph 26 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, thirty (30) days after Buyer notifies Seller in writing of Buyer's readiness to close.

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 Property. That certain real property referred to as "The Property", more particularly described on **Exhibit "A"** attached hereto.

1.14 Property Records. 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.

1.15 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, and intensity rights, mitigation credits and concurrency.

1.16. Purchase Price. The Purchase Price is one hundred sixty three thousand dollars (\$163,000.00) 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 1.16 via wire transfer or delivery of cashiers or bank check to the trust account of the Closing Agent.

1.17 Seller's Address.
201 North Second Street
Palatka, FL, 32177

1.18 Seller's Attorney's Address.
Donald E. Holmes, Esq.
222 North Third Street
Palatka, FL, 32177

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

1.20 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.

1.21 Title Insurance. As defined in Section 4.

1.22 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 1.16 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 Buyer's written notification to Seller of Buyer's readiness to close, 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. The investigation period is for sixty (60) days after the date of signing the agreement.

5.2 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.

5.3 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.

5.4 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.

5.5 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 SHP Hospitality 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 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 Buyers 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 forty eight (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, if applicable, 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
Documentary Stamps on Deed

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:

Obtaining and Recording of (if required) Corrective Instruments
Seller's Attorney's Fee

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 (\$5,000.00), 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 addressee 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 SHP Hospitality 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. Signage. Buyer is permitted to install signage, as 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.

21. 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.

21.1 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.

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

21.3 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.

21.4 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.

21.5 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.

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

21.7 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.

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

21.9 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.

21.10 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.

21.11 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 Chapter 119, Florida Statutes, which defines and requires the disclosure of "public records".

22. 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 the county public health unit.

23. 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.

24. 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.

25. Additional Terms. The provisions contained within paragraph 25 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 which 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.

25.1 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" ("Initial Development") shall be in accord with and consistent with the Site Plan set forth within Exhibit "C", attached hereto and incorporated by reference herein ("contemplated improvements"). 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 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 review architectural elevations submitted by Buyer and may require modifications to such elevations to ensure general architectural compatibility with the downtown area. 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 four years (4) years from the date of closing. 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.

25.2 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.

25.3 Seller's ability to repurchase Property.

25.3.1 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 "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 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.

25.3.2 In the event Buyer has not, on or before two (2) years from the date which the Buyer received a certificate of occupancy for Phase I, completed all contemplated improvements on that portion of the property designated as "Phase II" and 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 twenty three (23) months after the Buyer received a certificate of occupancy for Phase 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.

25.4 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.

25.5 Cooperation between Buyer and Seller in dealing with on-site storm water
The parties will cooperatively design a storm water collection system for property contained in Exhibit A as well as property located adjacent to same which will remain in Seller's ownership, which design shall meet all requirements of the St. Johns River Water Management District (SJRWMD) with all costs of design and construction which is attributable to the property described within Exhibit A to be borne exclusively by Buyer. Seller has obtained a surface water management system permit from SJRWMD for the City of Palatka Riverfront Development which includes the proposed development project contained in Exhibit A. The Seller received permit number 40-107-125074-3 on July 30, 2013 and advertised it on August 9, 2013, and it will become effective on September 8, 2013.

25.6 No on-site or offsite parking requirements for future commercial/retail development - The City of Palatka Zoning Code Section 94-161 (i) and 94-262 (a) state that all retail and commercial development within the downtown zoning district are exempt from the minimum parking requirements in the Code. This provision would apply to the proposed commercial or retail development contained in Exhibit A. Any residential development within the zoning district is subject to the minimum parking requirements.

25.7. **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.

The remainder of this page is left intentionally blank.

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

SELLER: CITY OF PALATKA

(Seal)

By: _____
Michael J. Czymbor, CITY MANAGER

Date: _____, 2013

ATTEST:

Betsy J. Driggers, CITY CLERK

BUYER: SHP HOSPITALITY, LLC

WITNESS:

By: _____
Sanjay Patel, MANAGER

Print Name: _____

Date: _____, 2013

WITNESS:

Print Name: _____

**STATE OF FLORIDA
COUNTY OF PUTNAM**

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Sanjay Patel, who is the **Manager** of **SHP HOSPITALITY, 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 _____ day of August, 2013.

My Commission Expires:
(Seal)

Notary Public, State of Florida

EXHIBIT "B"

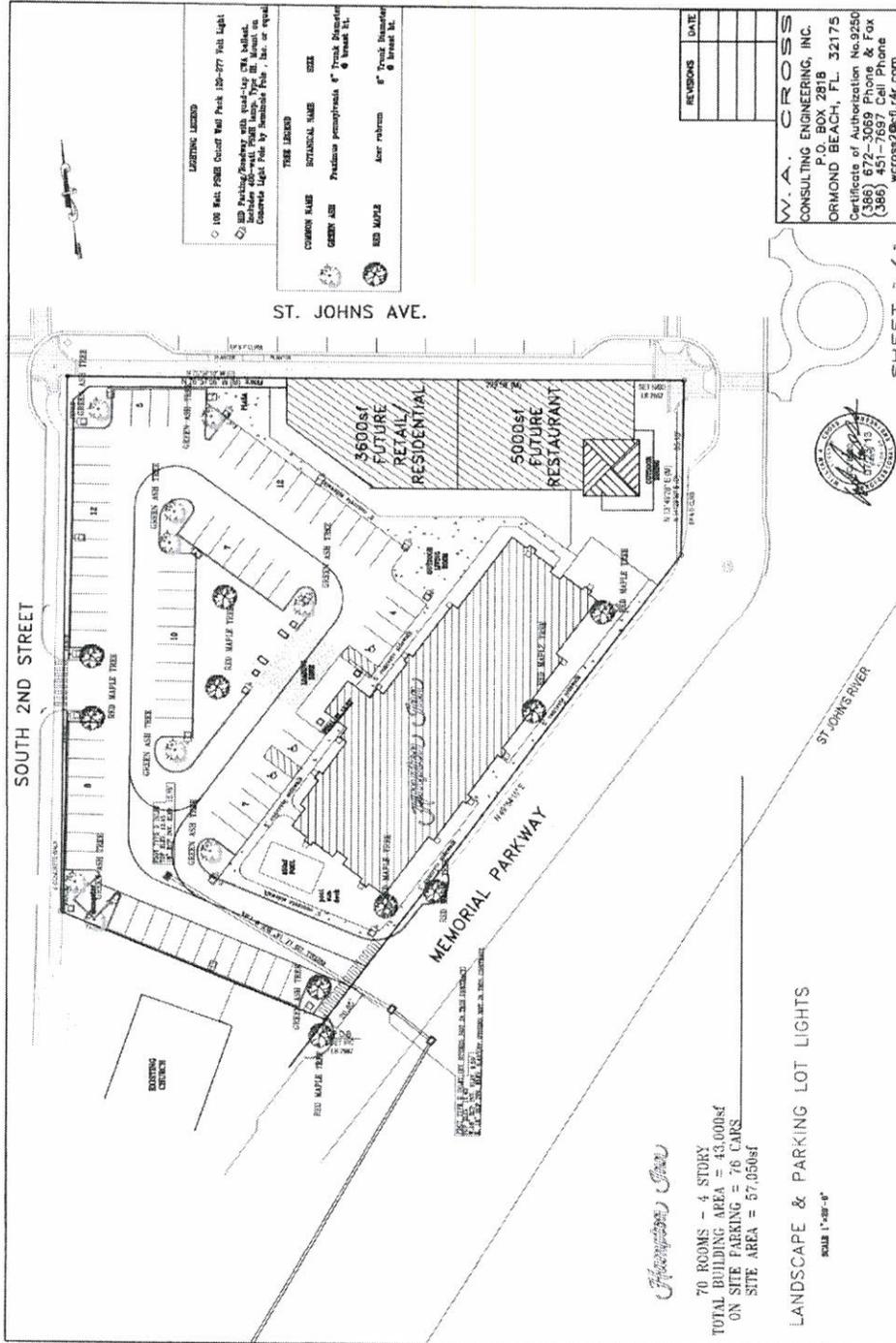
PERMITTED EXCEPTIONS

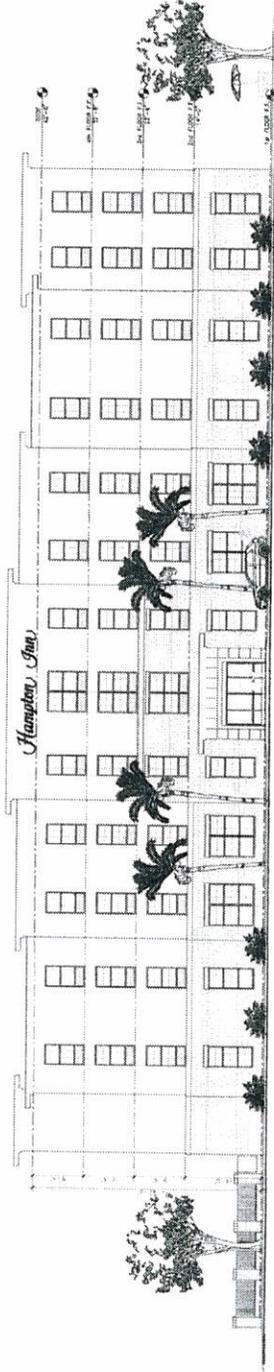
1. Taxes for the year of the effective date of the owner's title insurance policy or guarantee and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary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





1 RIVERFRONT ELEVATION
SCALE: 1/8" = 1'-0"

DATE	
DESCRIPTION	

PALATKA
FLORIDA, USA



DANIEL LEMBERG - ARCHITECT
3445 CONCORD CORNER
CONYERS, GA 30013
PHONE 770-922-8322

--

NO.	DATE

C-1A

PRELIMINARY

Agenda
Item

6



AGENDA ITEM

SUBJECT: A Resolution of the City of Palatka, Florida, authorizing the execution of an Interlocal Agreement with the Putnam County School District to formalize and release the City from responsibility for the delivery of law enforcement services to the School District, and directing the City Manager to transmit the Agreement to the Putnam County School Board for review and approval.

DEPARTMENT: Police

ATTACHMENTS: Ordinance Resolution Motion Support Documents Other

SUMMARY: The Putnam County School District has been operating with an amended law enforcement response policy without having provided official notification to the City of Palatka since March of 2013, dramatically affecting the City of Palatka. To avoid the potential of generating further miscommunication, false expectations, and misunderstandings related to law enforcement services provided by the City of Palatka, a written agreement to formalize and release the City from responsibilities to deliver law enforcement services to the School District is needed.

RECOMMENDED ACTION: Adopt Resolution No. 2013-9-_____ authorizing the execution of an Interlocal Agreement with the PCSD to release and indemnify the City from responsibility for law enforcement services for the PCSD and its properties, and directing the City Manager to transmit the Agreement to the Putnam County School Board for review and approval.

DEPARTMENT HEAD Submitted: Gary Getchell [Signature] Date: 08/21/2013 Requested Agenda: Consent Date: 08/29/2013
FINANCE DEPARTMENT Budgeted Yes No ___ N/A Date: _____
CITY ATTORNEY Approved as to Form and Correctness Date: _____
CITY MANAGER Approved Agenda Item For: [Signature] Date: 8/21/13

COMMISSION ACTION: Approved as Recommended Disapproved Approved With Modification Tabled To Time Certain Other

DISTRIBUTION: CA CC CM CD FI FD GC HR MD PD PR UD

RESOLUTION No. 2013-9 -

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST AN INTERLOCAL AGREEMENT WITH THE PUTNAM COUNTY SCHOOL DISTRICT TO FORMALIZE AND RELEASE THE CITY FROM RESPONSIBILITIES TO DELIVER LAW ENFORCEMENT SERVICES TO THE SCHOOL DISTRICT; AND DIRECTING THE CITY MANAGER TO TRANSMIT THE AGREEMENT TO THE PUTNAM COUNTY SCHOOL BOARD FOR REVIEW AND APPROVAL

WHEREAS, The Putnam County School District Superintendent of Schools has transferred all law enforcement response duties on or at School District properties to the Putnam County Sheriff's Office, regardless of whether said services or property are located within the municipal boundaries of the City of Palatka; and

WHEREAS, the Putnam County School District has been operating with an amended law enforcement response policy without having provided proper official notification to the City of Palatka since March of 2013; and

WHEREAS, the City of Palatka requires a written agreement with the Putnam County School District in order to formalize and release the City from responsibilities to deliver law enforcement services to the School District; and

WHEREAS, the Palatka City Commission deems it reasonable and in the best interest of the City to authorize the execution of an Interlocal Agreement with the Putnam County School District formalizing the release and indemnification of the City of Palatka from Police Service responsibilities to the Putnam County School District and its properties.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Palatka, Florida, that the Vernon Myers and Betsy J. Driggers, Mayor and City Clerk of the City of Palatka, respectively, are hereby authorized to execute and attest to an Interlocal Agreement with the Putnam County School District to release, indemnify and hold the City of Palatka harmless from any responsibilities of municipal law enforcement services to the School District, which is attached hereto as Exhibit "A" and incorporated herein; and

BE IT FURTHER RESOLVED that the City Manager is hereby directed to deliver the executed Interlocal Agreement to the Putnam County School Board for review, approval and execution.

PASSED AND ADOPTED by the City Commission of the City of Palatka, Florida this 29th day of August, 2013.

CITY OF PALATKA

By: **Its MAYOR**

ATTEST:

CITY CLERK

**APPROVED AS TO FORM
AND LEGALITY:**

CITY ATTORNEY

EXHIBIT "A"

INTERLOCAL AGREEMENT

Between
Putnam County School District
&
The City of Palatka, Florida

An Interlocal Agreement between the Putnam County School District and City of Palatka, Florida, to Release, Indemnify and Hold Harmless the City from any Responsibilities of Municipal Law Enforcement Services to the School District and their Properties located within the Corporate City Limits of Palatka.

Whereas, both the Putnam County School District and City of Palatka are independent political sub-divisions granted certain rights and privileges under the Florida Constitution and State Statutes; and;

Whereas, the Putnam County School Board and the City of Palatka City Commission have the legal authority to enter into contracts and/or agreements; and;

Whereas, as a matter of policy, the School Board has selected the Putnam County Sheriff's Office to deliver all law enforcement services to the School District throughout Putnam County, including properties and vehicles located within the Corporate City limits of Palatka; and;

Whereas, the Putnam County School Board as a matter of policy no longer requires law enforcement services from the City of Palatka; and;

Whereas, the Putnam County School Board releases the City of Palatka from any responsibilities to deliver primary law enforcement services to the Putnam County School District properties located within the Corporate City Limits of Palatka; and;

Whereas, the Putnam County School Board releases, indemnifies and agrees to hold-harmless the City of Palatka from delivering municipal law enforcement services to the School District; and;

Whereas, the Putnam County School Board agrees to discharge the City of Palatka from the responsibility and accountability for police response to law enforcement calls-for-service on all property owned by the School District; and;

Whereas, the Putnam County School Board understands the City of Palatka Police Department will only respond to crimes in progress, if requested by the School District or the Putnam County Sheriff's Office.

Now, therefore, the Palatka City Commission and Putnam County School Board (the "Parties") hereby agree to the following terms and conditions:

Section 1. Provisions for Termination of Law Enforcement Services

The Putnam County School Board and City of Palatka City Commission hereby approve and enter into this agreement whereby each party acknowledges the City of Palatka is released from responsibility for providing law enforcement services and primary police response functions to the Putnam County School District.

The City of Palatka acknowledges the Putnam County School District has contracted with the Putnam County Sheriff's Office for law enforcement services, thereby, the City of Palatka is no longer responsible for general law enforcement patrol, primary response to police related calls-for-service, criminal investigations, processing of crime scenes, storage of evidence, reporting of criminal and non-criminal incidents, reporting of crime statistics (UCR), and traffic accident investigation. This agreement shall extend to all properties and vehicles owned, leased, rented, and operated by the School District within the Corporate City Limits of Palatka; however, this Interlocal Agreement shall not include motor vehicle accidents occurring outside the jurisdictional boundaries of the School District.

Section II. Provisions for Operational Assistance.

Both of the aforesaid parties hereby approve and enter into this agreement whereby the School District may from time-to-time request law enforcement assistance from the City of Palatka to deal with civil disturbances, law enforcement emergencies, large protest demonstrations, man-made or natural disasters, fires, sporting events, concerts, parades, and any other incident requiring utilization of specialized units or services.

Section III. Procedure for Requesting Assistance

In the event that the School District is in need of assistance as set forth above, an authorized representative of the School District shall notify the City of Palatka Chief of Police. The Chief of Police or his/her designee upon request for assistance shall evaluate the situation based on status of personnel and equipment resources and will respond in a manner he/she deems appropriate.

Both parties agree that nothing in this Interlocal Agreement grants mutual aid powers or authority to the School District Police Department or its officers outside their normal jurisdictional boundaries.

Both parties agree this Interlocal Agreement does not divest the City of Palatka and its police officers from their legal authority to enforce the laws of the State and City on or in School District properties located within the Corporate City Limits of Palatka.

Section IV. Command & Supervisory Responsibility

In the event the City authorizes law enforcement resources to the School District, the City of Palatka through its Chief of Police shall retain command and supervisory responsibility over all City of Palatka personnel and equipment assets.

Section V. Effective Date & Cancellation

This Interlocal Agreement shall take effect upon approval of and execution by both Parties and shall continue in full force and effect for an indefinite period of time. Should the School Board desire additional law enforcement services from the City of Palatka, the School Board shall adopt an official resolution requesting to amend, suspend or terminate this Interlocal Agreement, and contract for law enforcement services with the City of Palatka.

This Interlocal Agreement has been duly approved for execution by the Palatka (Florida) City Commission during regular session on _____, 2013, and by the Putnam County (Florida) School Board during regular session on _____, 2013, and executed accordingly on those respective dates.

CITY OF PALATKA, FL

PUTNAM COUNTY SCHOOL DISTRICT

By: Its MAYOR

By: Its BOARD CHAIRPERSON

ATTEST:

ATTEST:

CITY CLERK

Name/Title: _____

**APPROVED AS TO FORM
AND CORRECTNESS:**

CITY ATTORNEY

ATTORNEY TO THE SCHOOL BOARD

STAFF REPORT

To: City Commission

From: Gary S. Getchell, Chief of Police 

Date: July 16, 2013

Re: **STAFF REPORT – PROPOSED MEMORANDUM OF UNDERSTANDING BETWEEN PUTNAM COUNTY SCHOOL DISTRICT & CITY OF PALATKA FOR THE CITY TO DISCONTINUE LAW ENFORCEMENT SERVICES TO THE SCHOOL DISTRICT**

HISTORY/FINDINGS: Since March of 2013, the Putnam County School District has been operating with an amended law enforcement response policy, which has dramatically affected the City of Palatka. Specifically, the Superintendent of Schools for Putnam County School District has implemented a District wide law enforcement response policy that transfers all responsibilities for law enforcement duties on or at School District properties to the Putnam County Sheriff's Office, including response to alarm activations. There has been no official notification from the School District amending the City of Palatka's roles and responsibilities as it relates to police services to the School District. The absence of formal communication has relegated the City to speculate expectations for law enforcement services or lack thereof to the School District.

Based on conversations with the Sheriff's Office and documents obtained by the City, it appears the intent of the School District was to completely eliminate the City of Palatka in providing any law enforcement services to the School District. That being said, assumptions have the potential of generating further miscommunication, false expectations, and misunderstandings related to law enforcement services provided by the City of Palatka. The job of public safety is just too important to proceed forward without a written agreement to formalize and release the City from responsibilities to deliver law enforcement service to the School District

RECOMMENDATION(S): In light of the School District's amended law enforcement response policy, staff recommends the City Commission approve and execute the attached memorandum of understanding (MOU); thereby releasing the City from providing law enforcement services to the Putnam County School District.

Attachments:

Criswell, Phyllis Superintendent of Schools; Putnam County. (2013, January 24). Letter to Sheriff Hardy Request PCSO to All Alarm CFS within City of Palatka jurisdictions. Palatka, Florida, USA: Putnam County School District.

Criswell, Phyllis Superintendent of Schools. (2013, March 7). Letter to Sheriff Hardy Requesting All Law Enforcement Services Be Handled by PCSO. Palatka, Florida, USA: Putnam County School District.

Draft Memorandum of Understanding Between Putnam County School District & City of Palatka for Discontinuation for Law Enforcement Services

Attachments:

Criswell, Phyllis Superintendent of Schools; Putnam County. (2013, January 24). Letter to Sheriff Hardy Request PCSO to All Alarm CFS within City of Palatka jurisdictions. Palatika, Florida, USA: Putnam County School District.

Criswell, Phyllis Superintendent of Schools. (2013, March 7). Letter to Sheriff Hardy Requesting All Law Enforcement Services Be Handled by PCSO. Palatka, Florida, USA: Putnam County School District.

Draft Memorandum of Understanding Between Putnam County School District & City of Palatka for Discontinuation for Law Enforcement Services

*From
Rick Ryan*

January 24, 2013

Honorable Jeff Hardy, Sheriff
Putnam County
P.O. Drawer 1578
Palatka, Florida 32178-1578

VIA: U.S. Mail - Certified/Return Receipt

Dear Sheriff Hardy:

It has come to my attention that the Palatka Police Department is answering alarm calls at our Palatka area schools nights and weekends and, according to Chief Getchell, they are excessive. I would like to request that the Sheriff's Office handle any alarms or calls from our Palatka area schools on nights and weekends.

Currently, we have a great working relationship between the Sheriff's Office and the School District. It is because of this relationship that I feel comfortable asking for this increase in service from you.

Please let me know if this places an undue hardship on your department and we can work to develop another solution. I appreciate your prompt attention to my concerns.

Sincerely,

Phyllis Criswell
Phyllis Criswell
Superintendent

cc: Travis Weaver

Phyllis Criswell
Superintendent

Nikki Cummings
District I

Terry Wright
District II

Lisa Parsons
District III

C. L. Overturf, Jr.
District IV

Kathy Jorgensen
District V

March 7, 2013

Honorable Jeff Hardy
130 Orié Griffin Blvd
Palatka, FL 32177

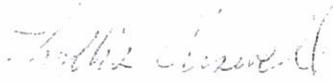
Dear Sheriff Hardy:

Thank you for your continued support of the students, parents and staff of the Putnam County School District. I have enjoyed the cordial relationship and continuing communications our agencies have shared over the years. We currently benefit from the outstanding service of your School Resource Unit, patrol response to our non-municipal (county) schools, and after-hours response to all campuses.

My goal is to have the safest environment for our children and to uniformly serve the district and school campuses across the county. Therefore, I am requesting consideration in Sheriff's Office response to all Putnam County School District calls for law enforcement, first responder, and emergency service.

Thank you in advance for your assistance in this matter.

Sincerely



Phyllis Criswell
Superintendent of Schools
Putnam County School District

Phyllis Criswell
Superintendent

Nikki Cummings
District I

Lisa Parsons
District II

Terry Wright
District III

Lathy Jorgensen
District IV

L. L. Overturf, Jr.
District V

*Agenda
Item*

7



AGENDA ITEM

SUBJECT: Selection of Health Insurance Carrier for Employee Benefits

DEPARTMENT: Finance

ATTACHMENTS: Ordinance Resolution Motion
 Support Documents Other

SUMMARY: As of August 22nd, 2013, the City had not received quotes/proposals for health insurances from our agent of record (Bates & Hewett) or the Florida League of Cities.

Due to time constraints and the fact that there will need to be an open enrollment in September where employees may elect what type of coverage they wish to have for next fiscal year, we are hopeful that the quotes/proposals will be presented to the Insurance Selection Committee for review at a meeting set up for this purpose on August 28th, so the Committee can subsequently make a recommendation to the City Commission at the August 29th special meeting.

If this occurs, we will have a separate attachment with a summary of the selection committee's findings and recommendation to present to the Commission. If the quotes/proposals are not made available before the August 29th meeting, we will request that this agenda item be tabled until the September 12th meeting, or addressed at a special Commission meeting called for that purpose prior to September 12.

RECOMMENDED ACTION: Either: 1) Approve the selection committee's recommendation if available at the August 29th special meeting; or
 2) Table this agenda item to a time certain of September 12th; or
 3) Set a date for a special meeting to consider this item if it is reasonable to believe we will have quotes and recommendations in place prior to September 12.

DEPARTMENT HEAD	Submitted: Matt Reynolds Requested Agenda: Regular	Date: 08-22-13 Date: 08-29-13
FINANCE DEPARTMENT	Budgeted <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	Date: <u>08-22-13</u>
CITY ATTORNEY	Approved as to Form and Correctness	Date: _____
CITY MANAGER	Approved Agenda Item For:	Date: _____

COMMISSION ACTION: Approved as Recommended Disapproved
 Approved With Modification Tabled To Time Certain
 Other

DISTRIBUTION: CA CC CM CD FI FD GC HR MD PD PR UD