

ROBERTA M. CORREA
MAYOR - COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



TROY BELL, ICMA-CM
MPA, MS-Finance
CITY MANAGER

TERRY TURNER
BOCC REPRESENTATIVE

TERESA JACKSON
COMMUNITY REPRESENTATIVE

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI KRANTZ
CITY CLERK

AGENDA
COMMUNITY REDEVELOPMENT AGENCY MEETING
June 10, 2024 at 5:00 PM

1. CALL TO ORDER

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

2. APPROVAL OF MINUTES

- a. Minutes April 8, 2024

3. PUBLIC COMMENTS

4. REGULAR BUSINESS

- a. FDOT Reid Street Resurfacing Landscape Median Discussion
- b. ADOPT RESOLUTION authorizing execution of an Interlocal Agreement between the Community Redevelopment Agency and the City of Palatka for services the City shall provide the CRA
- c. RECOMMENDATION OF AWARD Building Improvement Grant March 2024 Cycle

5. ADJOURN

Any person wishing to appeal any decision made by the Community Redevelopment Agency with respect to any matter considered at such meeting will need a record of the proceedings, and for such purpose may need to ensure 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 286.0105 persons with disabilities requiring accommodations in order to participate in this meeting should contact the City Clerks office at 329-0100 at least 24 hours in advance to request accommodations.

Minutes April 8, 2024

STAFF REPORT

DATE: June 10, 2024
TO: City of Palatka Community Redevelopment Agency
FROM: City Staff

APPLICATION REQUEST

The Clerk is asking for approval of the April 8th meeting Minutes.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Approve as read.

ATTACHMENTS

1.	2024.04.08
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CITY ATTORNEY

SUNNI KRANTZ, CMC
CITY CLERK

MARCIA CARTY, CPA
FINANCE DIRECTOR

MINUTES
CITY OF PALATKA
April 8, 2024

1. CALL TO ORDER

a. Invocation

led by Chaplain Mulberry

b. Pledge of Allegiance led by Commissioner Jones

Commissioner Borom led the Pledge of Allegiance.

c. Roll Call

Mayor Roberta M. Correa Present

Commissioner Tammie McCaskill Present

Commissioner Will Jones Present

Commissioner Justin Campbell Present

Commissioner Rufus Borom Present

County Commissioner Terry Turner Not present

Teresa Jackson, Board Member Present

Also present: Troy Bell, City Manager; Jonathan Griffith, Assistant City Manager; Sunni Krantz, City Clerk; Jane West, City Attorney; Marcia Carty, Finance Director; Chad Branford, Deputy Fire Chief/Fire Marshall; Allegra Kitchens, former City Commissioner; Tarsha Givens, Vicki Duke, Jeremy Alexander, Jerry Hafner, Present via telecommunications, Alonzo Mulberry, Chaplain; Eddie Cutwright, Community Affairs Director

2. APPROVAL OF MINUTES

a. Minutes

i) February 12, 2024 regular meeting

ii) March 6, 2024 special called meeting

Motion to approve the Minutes of February 12 and March 6, 2024 by Commissioner Campbell. Second by Commissioner McCaskill. Motion passed unanimously.

3. PUBLIC COMMENTS The floor was opened to public comment. Hearing none, the floor was closed to public comment.

4. REGULAR BUSINESS

a. DIRECTION/UPDATE - Building Improvement Cost Share Grant

Mr. Griffith advised Staff has received 3 applications, 2 of which are complete applications. City Staff is looking to schedule a Tax Increment Fund advisory committee meeting to score/rank the applications. Mr. Griffith advised the CRA typically would have 2 grant cycles per year. Due to the limited number of applications received, he asked for direction if the CRA would like to see an additional cycle. Mr. Griffith advised Staff desires to get it in front of as many people as possible and we will send out a direct mailer to every property owner in the districts. He advised we will try to get some exposure on a state-wide audience. Mr. Griffith advised Staff will reach out to the neighborhood associations to make them aware of the grant opportunity.

Motion to advertise a Building Improvement Grant cycle by Commissioner Borom. Second by Commissioner McCaskill. Motion passed unanimously.

b. DISCUSSION/DIRECTION - 300 N. 11th St. "Belton Property"

The City Manger suggested a structural assessment of the "Belton" property at 300 N 11th Street be done. The City held a public input meeting and Staff is recommending hosting another meeting for more feedback, perhaps at another time of day or location to get more input on the community's desires for the property. Mr. Griffith advised the property was purchased in coordination of City ownership continuity on that cooridor with the Price Martin Center and the other two properties purchased in the area.

Agency discussion commenced. Commissioner Borom advised the City acquired the property for future improvements in the area. He spoke regarding the potential appearance of picking and choosing properties to purchase. Mayor Correa expressed the history of what happened in the building is significant to the community so there was the need to obtain public input.

Commissioner Borom advised we had funds at one time to improve the property and chose not to. He asked why there is desire to save the property at this stage in the decay of the structure. Mayor Correa advised the questions before the agency are whether the building is salvageable and is the building itself historically important? Discussion continued regarding the efforts to promote the past public engagement event.

Commissioner Jones and McCaskill expressed concern there were about 3 citizens in attendance. Commissioner McCaskill expressed the need for the Public Information Officer to get out information in a timely manner.

Commissioner Jones expressed there many not be much citizen interest, not due to a lack of notification.

Commissioner Campbell expressed we have had ample public engagement.

Commissioner Turner expressed we have already made the decisions to purchase the property and use it as a part of the intramodle plan.

Commissioner Borom expressed the need for a historical marker.

Motion by Commissioner Campbell to move forward with the demolition and to put a marker on the site in the future. Second by Commissioner Jones. Motion passed 6 to 1 with Mayor Correa dissenting.

Mr. Bell advised a budget amendment in the amount of \$25,000 would be necessary. Mr. Griffith advised the funds are in reserves so staff would need authorization to move it from reserves to building acquisition and demolition general ledger line.

Motion to move the funds from reserves to the demolition line not to exceed \$25,000 by Commissioner Borom. Second by Commissioner McCaskill. Motion passed unanimously.

Mr. Bell advised the demolition timeline would be 2 - 3 months based upon contractor's work load.

c. DISCUSSION/DIRECTION - 324 River Street Repairs "Tilghman House"

Mr. Bell advised this is an item that came before the CRA. The CRA postponed to the next CRA meeting. In the interim, the matter came before the Commission and the Commission deferred to the CRA. Mr. Bell advised the need for \$125,000 to correct code enforcement violations. Ms. West advised this funding would not correct all of the code violations. Mr. Bell advised there is no intent or desire to sell the property at this time. Mr. Bell advised a budget transfer of \$23,910 would be needed for a building code assessment or we can move forward with the repairs estimated at \$121,000 from reserves. Mayor Correa cautioned when one begins repairing a historic structure, other things come up.

Ms. Vicki Duke spoke on behalf of the Art League, who presently leases the property from the City. She advised there was bare wood on the house they have re-done. The Art League is important for the community as it functions somewhat as a welcome center and a positive location for the City. She believes the City should keep the structure.

The floor was opened to public comment:

Allegra Kitchens 1027 S 12th St., Palatka FL 32177 - recommended correcting the code violations, and then allowing the Art League to fix up the building. She spoke in opposition to asite assessment being performed.

Hearing no further requests to comment the floor was closed to public comment.

Commissioner Jones spoke in opposition to the assessment cost. The Consensus agreed.

Motion to accept Staff's recommendation of repairs to the Tilghman House in the amount of \$125,000 by Commissioner McCaskill [not including the structural assessment cost]. Second by Commissioner Borom. Motion passed unanimously.

d. DISCUSSION/DIRECTION - Downtown Banners and Christmas decorations.

Mr. McMillen advised Staff is looking for direction on banner brackets to install banners on St. Johns Avenue. This is something we have had in the past. Staff is recommending 1 in 3 be banners with the City's logo, 1 in 3 be the American flag, and 1 in 3 be a changeable banner for holidays (specifically Christmas).

Mr. McMillen advised brackets are coming for stop signs .

Agency discussion commenced. Commissioner Campbell spoke on Crescent City's banners promoting the Catfish festival and expressed schools are interested in the City putting up homecoming banners. Commissioner Campbell expressed concern Commission directives may draw out the process of which banners to be put up and he trusts Staff not to allow anything to be hung up that is not integral. Commissioner Jones advised holidays should come back to the Commission for approval so there is inclusion for everyone.

Mr. McMillen spoke on Christmas decorations. When the lighpoles were removed from 4th to 7th Streets, the old Christmas decorations were destroyed. For this coming Christmas, it is not anticipated we will have power for Christmas lights past 4th Street. Historically, the decorations have been garland with a bow.

The brackets would cost \$5,800 with additional brackets costing \$40 per piece. He advised the \$25,000 requested is what we have budgeted for Christmas lights. We will not utilize the full amount and Staff would like to use a portion of that to buy decorations for going down the avenue. Ms. Carty advised a line item of "site amenities" that has \$40,000 and she would recommend transferring additional funds from there. Ms. Carty advised we do not need a budget transfer for moving the funding for the brackets

Motion to give direction to move forward as Mr. McMillen described by Commissioner Borom. Seconded by Commissioner McCaskill. Motion passed unanimously.

Discussion commenced regarding banners on Reid Street. Commissioner Borom asked if something can be placed on Reid Street to display what we have going on. Commissioner Jones advised FDOT would want a sign in what is

put up along Reid Street. Mr. Griffith advised FDOT is working on a resurfacing project for the Reid Street corridor. He advised landscape medians and the addition of decorative lightpoles have been discussed. He indicated his hope this will come back to the CRA.

5. REPORTS The Clerk advised she invites the neighborhood districts and Downtown Palatka to report. Mayor Correa referenced the possible future dissolution of the Northside Neighborhood Association by its members.

- a. REPORT - CRA Financials for the Five Months Ended February 29, 2024

Ms. Carty provided a presentation on the CRA funds year to date. We have spent \$27,000 in the Downtown tax increment fund district, which is 2% of the budget. South Historic TIF has spent \$3,719, which is 1% of the budget for the district. North Historic TIF has spent \$2,586, which is 2% of the budget. In total, we have spent \$33,542. Ms. Carty provided a presentation on the duties of the CRA (see handout).

- b. REPORT - Small Business Development Center

Rick Paul spoke on the impact study the University of North Florida puts out. He shared a report on the amount of clients he serves (see handout). He spoke on a new CRA Small Business event to be held on May 21st from 5 - 6 PM at Azalea City Brewery. Eighty-eight people were at the last event.

6. ADJOURN **Motion to adjourn** at 6:20 pm by Commissioner Campbell

FDOT Reid Street Resurfacing Landscape Median Discussion

STAFF REPORT

DATE: June 10, 2024
TO: City of Palatka Community Redevelopment Agency
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

Florida Department of Transportation (FDOT) has notified the City it intends to resurface Reid Street from the Memorial Bridge to State Road 19. For sometime the City and CRA have identified the Reid Street corridor as an area in need of visual improvement. Consistent with previous conversations with FDOT staff, the City and FDOT have engaged in conversations on how to best accomplish this with the upcoming resurfacing project. As you can see in the attached "Reid Street Concept" graphic there are limited options to enhance the corridor based upon the Right of Way constraints and maintaining cross traffic opportunities along Reid in the downtown corridor. Based upon this FDOT has provided multiple options (Areas) for consideration on the attached "210026-2_SR 15_Median Improvements_Concept Plans_2024_04_02 (002).pdf". To continue with this effort a funding commitment for the Design related costs in the amount of \$66,958. This will cover the design for decorative lighting and medians from the base of the Memorial Bridge to the Railroad tracks on Reid Street.

- Design Fee - \$33,869
- Design Fee for Corridor Lighting - \$33,089
- Construction Cost Estimate - \$518,475
- Construction Cost Estimate of Area 1 - \$109,855 (This can be subtracted from Total if it is decided it will not be paid by the City)

Landscaping is not proposed to occur with the resurfacing project (not included in costs above). If the City funds the design and construction of the medians, the City would work with FDOT to program a landscaping project later after the completion of the medians. It is possible the landscaping could be funded with FDOT funds.

PROJECT ANALYSIS

FDOT will be holding a public information workshop July 10, 2024 at 4:30 PM

Staff Recommendation

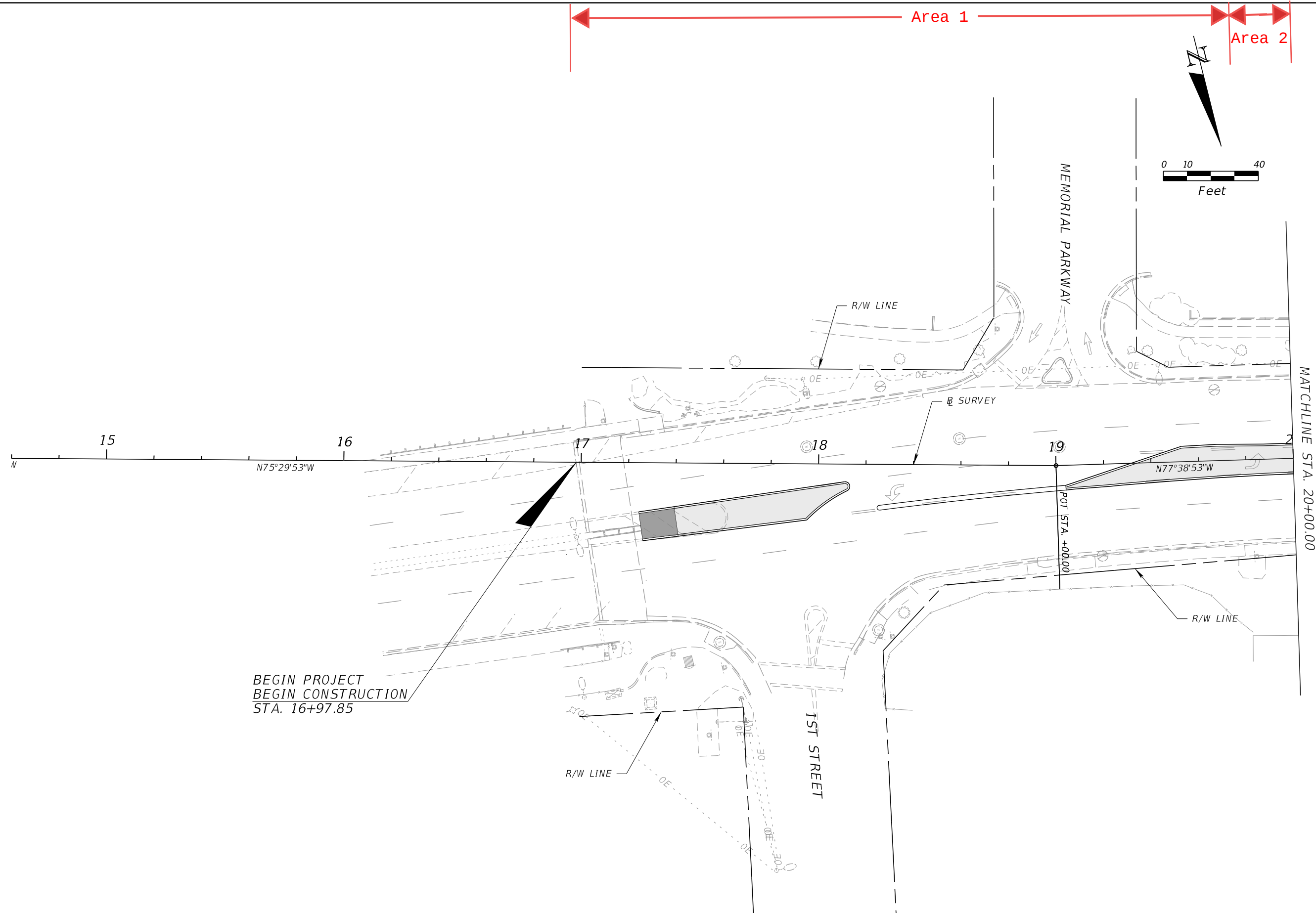
Fund the design with FY 23-24 funds from the Central TIF and budget for the construction in FY 24-25 central TIF.

ATTACHMENTS

1.	210026-2_SR 15_Median Improvements_Concept Plans_2024_04_02
2.	210026-2-SR_15_Median Improvements_Construction Cost Estimates_2024_03_20

3.	87' ROW - Reid Street
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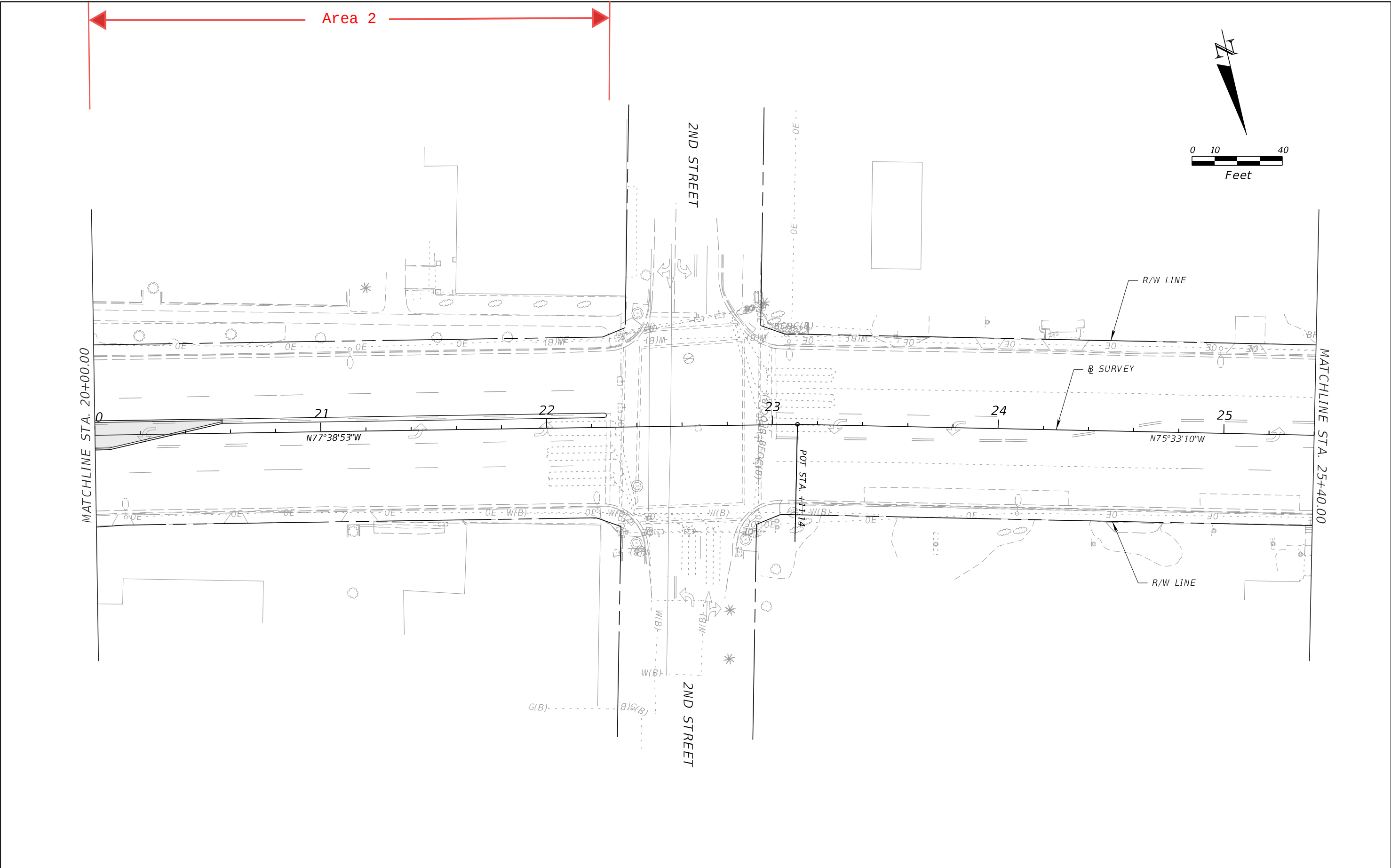
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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DAVID SHEARER LICENSE NUMBER: 56108 WHITMAN, REQUARDT & ASSOCIATES, LLP 10407 CENTURION PARKWAY N, SUITE 120 JACKSONVILLE, FL 32256	ROAD NO.	COUNTY	FINANCIAL PROJECT ID		8
					SR 15	PUTNAM	210026-2-52-01		

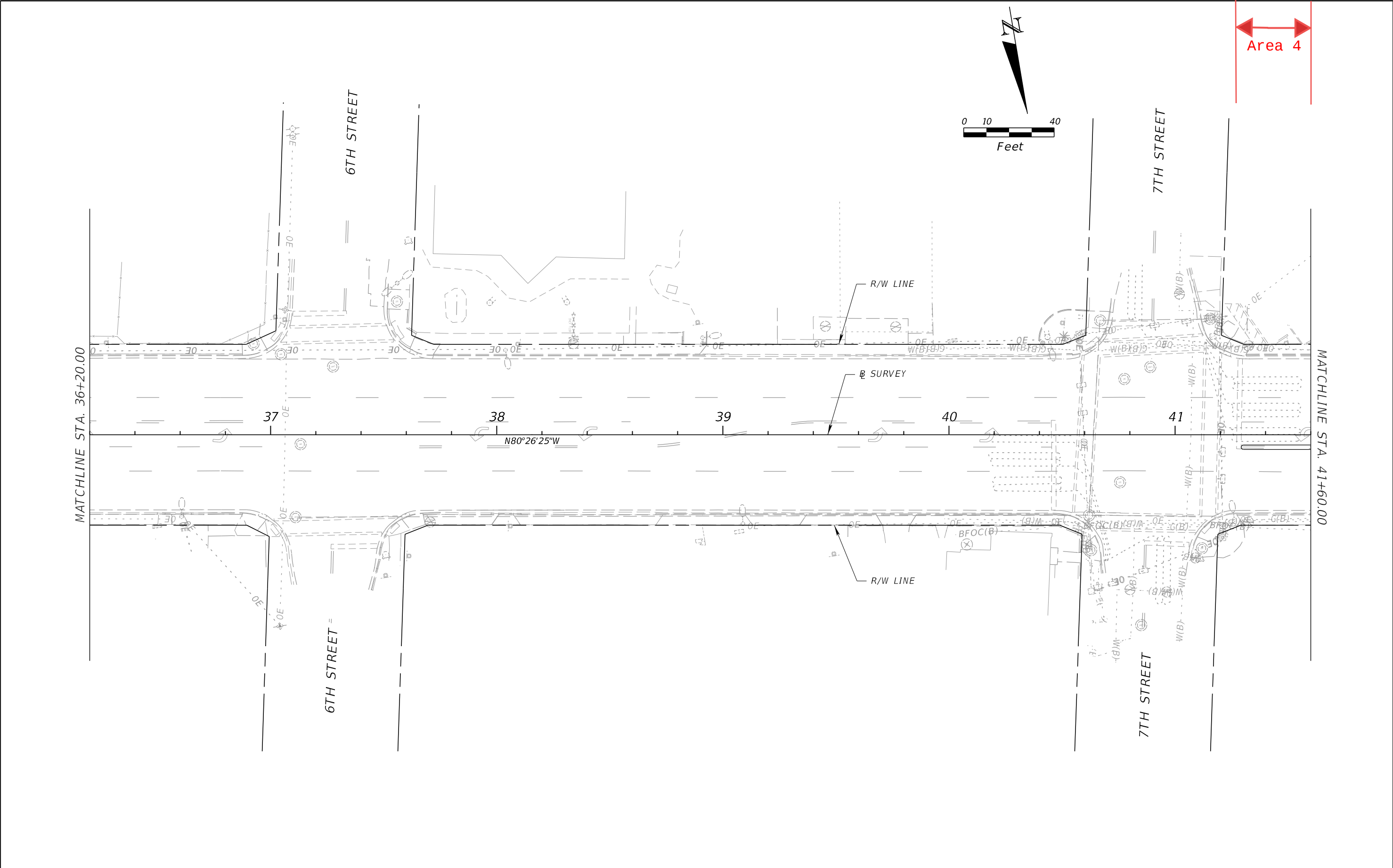
DAVID SHEARER
LICENSE NUMBER: 56108
WHITMAN, REQUARDT & ASSOCIATES, LLP
10407 CENTURION PARKWAY N, SUITE 120
JACKSONVILLE, FL 32256

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REVISIONS				ENGINEER OF RECORD	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN	SHEET NO. 9
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
				DAVID SHEARER LICENSE NUMBER: 56108 WHITMAN, REQUARDT & ASSOCIATES, LLP 10407 CENTURION PARKWAY N, SUITE 120 JACKSONVILLE, FL 32256	SR 15	PUTNAM	210026-2-52-01		

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DATE	DESCRIPTION	DATE	DESCRIPTION	DAVID SHEARER LICENSE NUMBER: 56108 WHITMAN, REQUARDT & ASSOCIATES, LLP 10407 CENTURION PARKWAY N, SUITE 120 JACKSONVILLE, FL 32256		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
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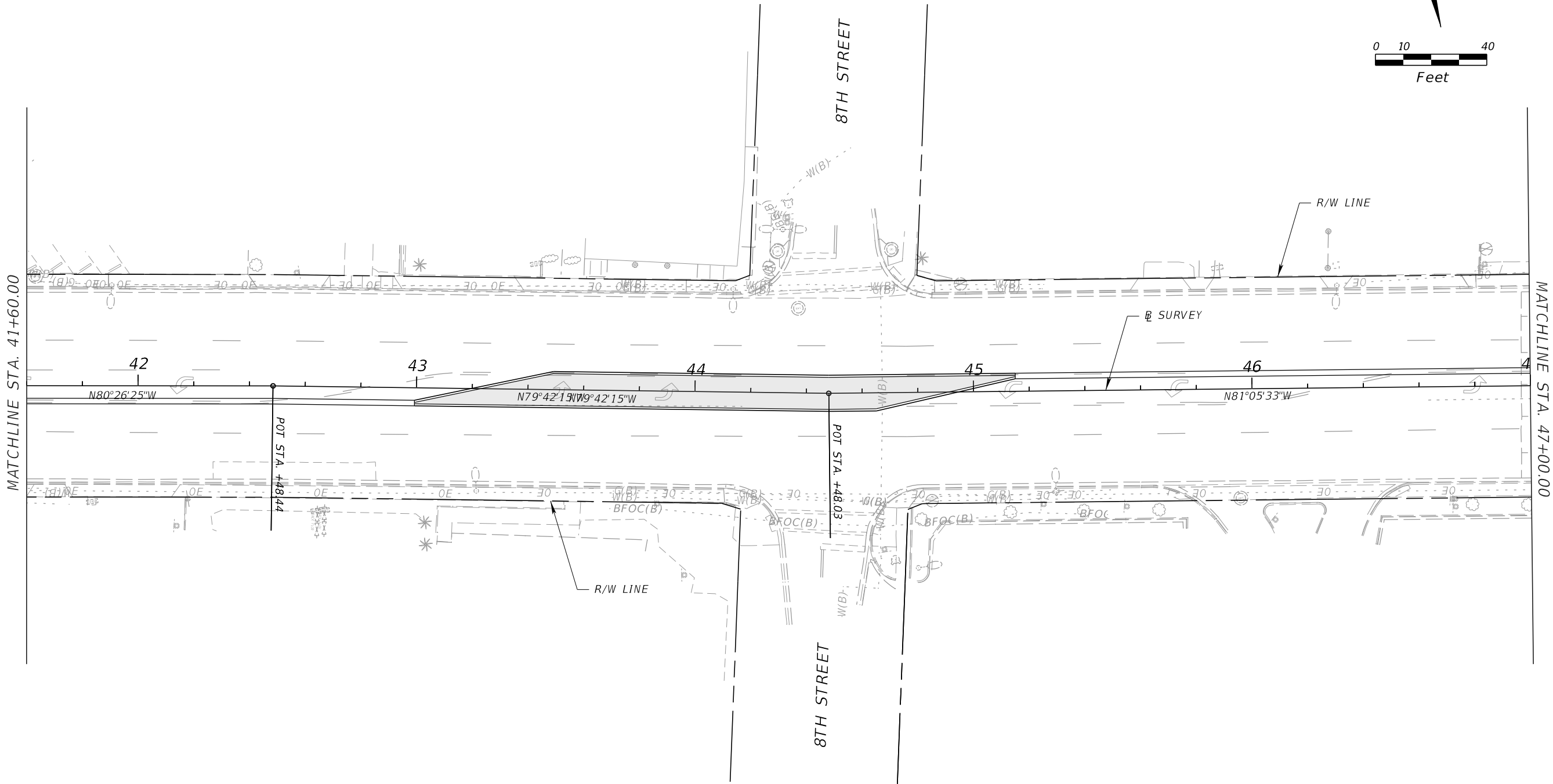
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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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DAVID SHEARER LICENSE NUMBER: 56108 WHITMAN, REQUARDT & ASSOCIATES, LLP 10407 CENTURION PARKWAY N, SUITE 120 JACKSONVILLE, FL 32256

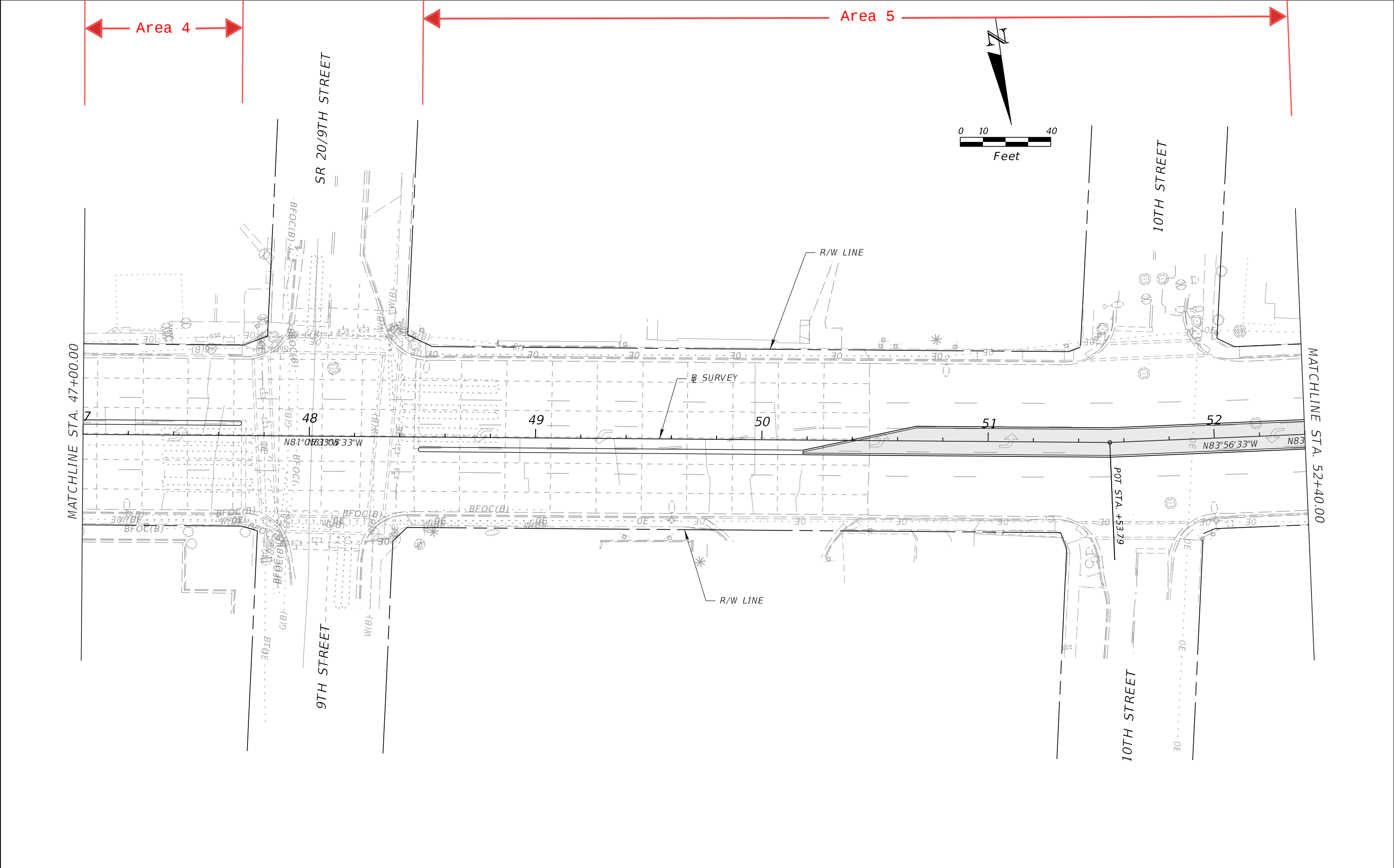
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 15	PUTNAM	210026-2-52-01

ROADWAY PLAN	SHEET NO.
	13



THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

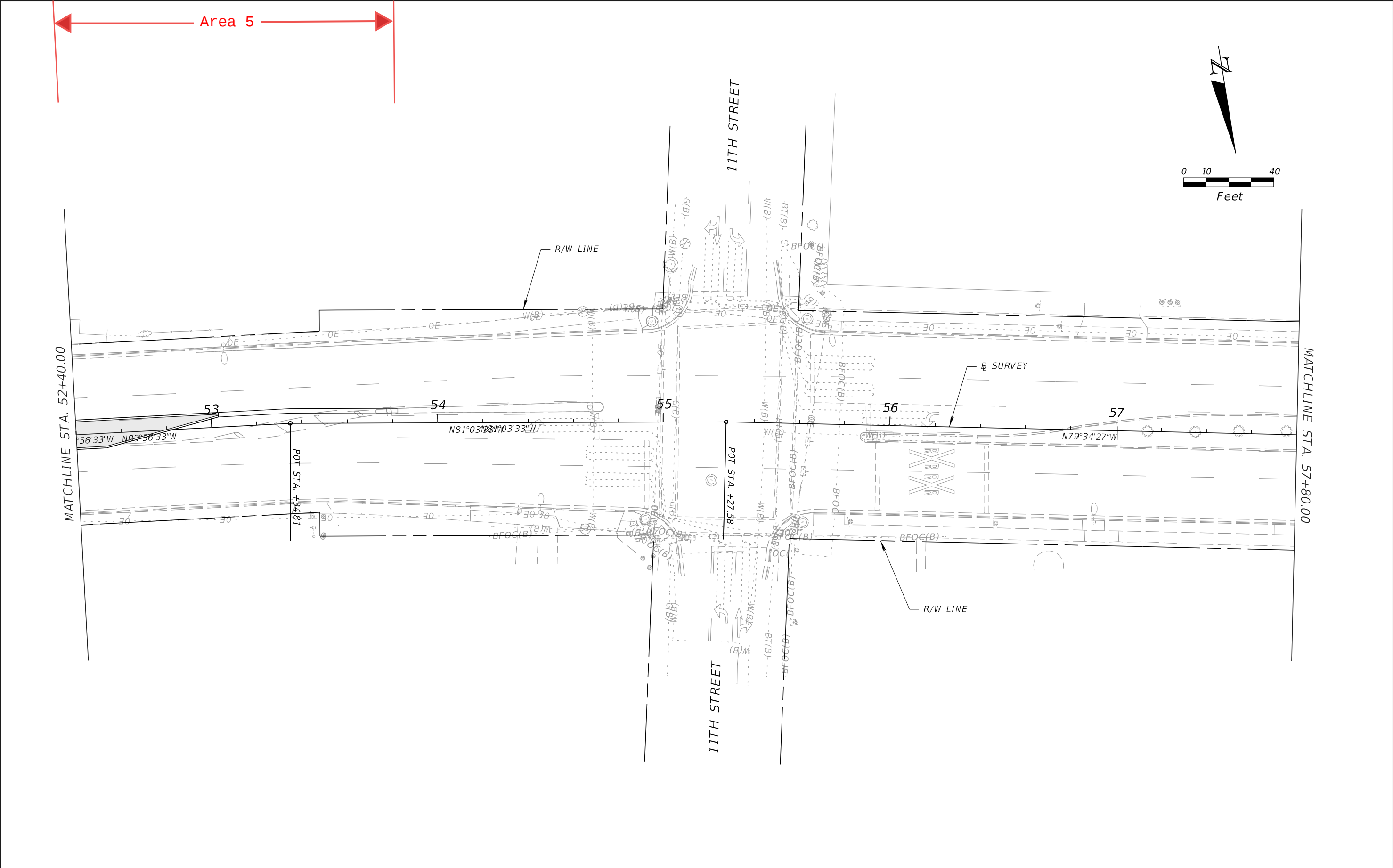
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						SR 15	PUTNAM	210026-2-52-01		

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REVISIONS				ENGINEER OF RECORD		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			ROADWAY PLAN	SHEET NO. 15
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						SR 15	PUTNAM	210026-2-52-01		

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SR 15 (US 17) Reid Street from Memorial Bridge to SR 19

FIN ID 210026-2-52-01

City of Palatka Median Opening / Landscape Median Improvements - Construction Cost Estimates

Area 1 - Directional Median Opening at 1 st Street					
Item Number	Item Description	Unit	Quantity	Unit Price	Cost
110-1-1	Clearing and Grubbing	AC	0.04	\$61,137.24	\$2,693.23
120-6	Embankment	CY	47	\$45.06	\$2,117.82
520-2-2	Concrete Curb, Type B	LF	324	\$79.21	\$25,664.04
520-70	Concrete Traffic Separator, Special Variable Width	SY	28	\$356.37	\$9,978.36
522-1	Concrete Driveways & Sidewalk, 4" Thick	SY	19	\$94.56	\$1,796.64
570-1-2	Performance Turf, Sod	SY	141	\$4.98	\$702.18
	MOT (15%)	LS	1	\$6,442.84	\$6,442.84
	Contingency (20%)	LS	1	\$8,590.45	\$8,590.45
Total					\$57,986

Area 2 - Landscape Median to 2 nd Street (Sta. 20+31 to Sta. 22+26)					
Item Number	Item Description	Unit	Quantity	Unit Price	Cost
110-1-1	Clearing and Grubbing	AC	0.02	\$61,137.24	\$1,225.88
120-6	Embankment	CY	20	\$45.06	\$901.20
520-2-2	Concrete Curb, Type B	LF	139	\$79.21	\$11,010.19
520-70	Concrete Traffic Separator, Special Variable Width	SY	28	\$356.37	\$9,978.36
570-1-2	Performance Turf, Sod	SY	58	\$4.98	\$288.84
	MOT (15%)	LS	1	\$3,510.67	\$3,510.67
	Contingency (20%)	LS	1	\$4,680.89	\$4,680.89
					\$31,596

SR 15 (US 17) Reid Street from Memorial Bridge to SR 19

FIN ID 210026-2-52-01

City of Palatka Median Opening / Landscape Median Improvements - Construction Cost Estimates

Area 4 - Landscape Median From 7 th Street to 9 th Street (Sta. 41+29 to Sta. 47+70)					
Item Number	Item Description	Unit	Quantity	Unit Price	Cost
110-1-1	Clearing and Grubbing	AC	0.06	\$61,137.24	\$3,632.09
120-6	Embankment	CY	52	\$45.06	\$2,343.12
520-2-2	Concrete Curb, Type B	LF	341	\$79.21	\$27,010.61
520-70	Concrete Traffic Separator, Special Variable Width	SY	105	\$356.37	\$37,418.85
570-1-2	Performance Turf, Sod	SY	155	\$4.98	\$771.90
	MOT (15%)	LS	1	\$10,676.49	\$10,676.49
	Contingency (20%)	LS	1	\$14,235.31	\$14,235.31
Total					\$96,088

Area 5 - Landscape Median From 9 th Street to 11 th Street (Sta. 48+48 to Sta. 53+82)					
Item Number	Item Description	Unit	Quantity	Unit Price	Cost
110-1-1	Clearing and Grubbing	AC	0.05	\$61,137.24	\$3,081.18
110-4-10	Removal of Existing Concrete	SY	3	\$55.33	\$165.99
120-6	Embankment	CY	45	\$45.06	\$2,027.70
520-2-2	Concrete Curb, Type B	LF	308	\$79.21	\$24,396.68
520-70	Concrete Traffic Separator, Special Variable Width	SY	85	\$356.37	\$30,291.45
570-1-2	Performance Turf, Sod	SY	134	\$4.98	\$667.32
	MOT (15%)	LS	1	\$9,094.55	\$9,094.55
	Contingency (20%)	LS	1	\$12,126.06	\$12,126.06
Total					\$81,851



IMPROVE WALKABILITY

- incentivize and promote canopy tree installation on adjacent roadway buffers (vertical variety)
- negotiate 3' pedestrian easement with adjacent property owners to increase sidewalk width from 5' to 8'
- install sufficient lighting at all intersections
- install wayfinding signage

TRAFFIC CALMING

- install center landscape median
- install dedicated and visually enhanced bike lane
- visual and tactile enhanced pedestrian crosswalks

REMOVE VISUAL CLUTTER

- consolidated signage on mast arms and light poles
- install trash receptacles at every intersection
- align trees and signage in ROW
- incentivize and promote the conversion of pole signs to ground monument signs.

87' ROW - REID ST

*Maintains existing curb line and does not require modifying existing stormwater infrastructure.

ADOPT RESOLUTION authorizing execution of an Interlocal Agreement between the Community Redevelopment Agency and the City of Palatka for services the City shall provide the CRA

STAFF REPORT

DATE: June 10, 2024
TO: City of Palatka Community Redevelopment Agency
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

PROJECT ANALYSIS

See attached for the interlocal agreement between the City of Palatka and Community Redevelopment Agency. The agreement outlines the services the City shall provide the CRA and formalizes the compensation to the City for the administrative services, additional code enforcement and public works sanitation services. Interlocal agreements such as this are industry standard and best practice. This agreement memorializes the existing arrangement to pay for administrative services and allows for the CRA to utilize the code enforcement and public works department.

Staff Recommendation

Adopt the Agreement

ATTACHMENTS

1.	RESOLUTION NO. 2024-CRA-01 Authorizing Interlocal Agreement with the City of Palatka
2.	CRA INTERLOCAL SERVICES AGREEMENT JW Notes 5-20-24

RESOLUTION NO. 2024-CRA-01

**A RESOLUTION OF THE CITY OF PALATKA
COMMUNITY REDEVELOPMENT AGENCY
AUTHORIZING EXECUTION OF INTERLOCAL
AGREEMENT WITH THE CITY OF PALATKA TO
OUTLINE THE SERVICES THE CITY SHALL PROVIDE
TO THE CRA; PROVIDING FOR AN EFFECTIVE DATE;
AND PROVIDING FOR SCRIVENER’S ERRORS**

WHEREAS, the Community Redevelopment Agency (CRA) of City of Palatka is dedicated to the revitalization and enhancement of the community through various initiatives and projects, and

WHEREAS, the City of Palatka possesses resources and expertise that greatly benefits the CRA in achieving its goals, particularly in administrative services, code enforcement, and public works sanitation services, and

WHEREAS, it is in the best interest of the CRA to formalize an agreement with the City of Palatka to outline the scope of services to be provided and the compensation for such services, thereby enhancing transparency and accountability in the partnership between the two entities, and

WHEREAS, interlocal agreements of this nature are recognized as industry standard and best practice for fostering collaboration between governmental entities.

NOW, THEREFORE, BE IT RESOLVED, by the Community Redevelopment Agency of City of Palatka,:

1. the proposed Interlocal Agreement between the Community Redevelopment Agency and the City of Palatka, as presented, is hereby approved.
2. the Chairperson of the CRA is authorized and directed to execute the Interlocal Agreement on behalf of the CRA, and City Staff is authorized and directed to take any and all actions necessary to implement the terms of the Agreement.
3. this Resolution shall take effect immediately upon passage.
4. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which do not affect the intent of this resolution. A corrected copy shall be posted in the public record by the City Clerk.

PASSED AND ADOPTED by the Palatka Community Redevelopment Agency on this 10th day of June, 2024.

COMMUNITY REDEVELOPMENT AGENCY

By: Chairperson

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

INTERLOCAL SERVICES AGREEMENT FISCAL YEAR 2024

THIS INTERLOCAL SERVICES AGREEMENT for indirect costs ("Agreement") is made and entered into as of February ____, 2024, by and between the CITY OF PALATKA, a Florida municipal corporation (the "City") and the PALATKA COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the "CRA") collectively, the "Parties."

RECITALS

1. The CRA recognizes that the City has a diversified range of skilled personnel which the CRA desires to access for its occasional and dedicated needs as well as to implement specific CRA budgeted projects, programs and activities.
2. The City desires to assist the CRA with carrying out its Implementation Plan and related redevelopment activities by providing such personnel services to the CRA, all subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the CRA agree as follows:

Section 1. Authority

This Agreement entered into by the Parties pursuant to Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969." And Section 163.400, Florida Statutes, entitled "Cooperation by Public Bodies."

Section 2. Intent

The intent of this Agreement is to provide the terms and conditions by which the Services (as defined in Section 3) will be provided by the City to the CRA. For the sake of clarity, the Parties acknowledge and agree that the Services will only be for redevelopment activities in the CRA Community Redevelopment Area.

Section 3. Services

The City agrees to provide the following services to the CRA:

3.1 City Manager's Office. The City, through the City Manager's Office shall provide the following services to the CRA:

- 3.1.1 Coordination and management of the CRA meetings and progress.
- 3.1.2 Management and supervision of the city employees in performing the services sought by the CRA.

3.2 City Attorney's Office. The City, through the City Attorney's Office shall provide the following services to the CRA:

- 3.2.1 Fulfill public records requests directed to the CRA through the City's RMLO;
- 3.2.2 Provide legal guidance to the CRA, including conducting legal research, providing legal advice, and legal opinions;
- 3.2.3 Engage in litigation that would address blight within the CRAs.

3.3 Finance Department. The City shall provide the services of the City's Finance Department which shall include, but not be limited to:

- 3.3.1 The management of the CRA's fiscal accounts;
- 3.3.2 Investment of the CRA's assets;
- 3.3.3 Accounting, including but not limited to, accounts receivables and payables, monthly and annual reporting, including annual CRA Audit and Comprehensive Annual Financial Report 9CAFR);
- 3.3.4 Federal income and social security wage tax reporting; if any,
- 3.3.5 The management of the CRA's annual budget;
- 3.3.6 Other fiscal needs in accordance with City Policies and Procedures.

3.4 City Clerk. The City shall provide the services of the City Clerk which shall include, but not be limited to:

- 3.4.1 The City Clerk shall serve as Secretary to the CRA's Board of Directors;
- 3.4.2 Attending all meetings of the CRA and operating the meeting's AV equipment to facilitate an effective meeting for the public;
- 3.4.3 Prepare and maintain the public records of the CRA
- 3.4.4 Maintaining custody of the CRA's seal.

3.5 Code Enforcement. The City shall provide the services of the City's Code Enforcement Department which shall include, but not be limited to:

- 3.5.1 Additional inspection of properties within the CRA districts over and above the current level of inspections provided to the entire City;

3.6 Public Works. The City shall provide the services of the City's Public Works which shall include, but not be limited to:

- 3.6.1 Providing sanitation, trash cleanup and vacant lot upkeep within the CRA districts;
- 3.6.2 Providing asphalt repairs, signage, storm drainage upgrades, sidewalk construction and repairs, striping, installation of traffic calming devices;
- 3.6.3 Acquiring and installing of street furniture as deemed appropriate;
- 3.6.4 Providing grounds maintenance, landscaping, irrigation and lighting maintenance withing the CRA district.

3.7 Public Information Officer. The City shall provide the services of the City' Public Information Officer which shall include, but not be limited to:

- 3.7.1 Providing the photography services of the PIO to document current conditions and the progress of the CRA;
- 3.7.2 Posting on events and news on the City's website and social media platforms.

3.8 Supervision. All personnel providing the Services shall be supervised by the City and not by the CRA. All communications regarding the performance or non-performance of the personnel providing the Services shall be made by and between the CRA Executive Director and the City Manager or their designees, unless specifically agreed to otherwise in writing by the Parties.

Section 4. Payment

4.1 Amount. The CRA has previously budgeted funds for Fiscal Year 2024 in the amount of \$45,594 for administrative services and not to exceed \$10,000 for additional code enforcement inspection services, as the fee (the "Fee") payable to the City for the Services and includes all out of pocket expenses of the City which are necessary and appropriate for provision of the Services as well as the City's overhead or general operating expenses. The CRA acknowledges that the funds are budgeted, available and eligible for payment in accordance with Section 163.387(6), Florida Statutes, as consideration for the Services provided to the CRA by the City.

4.2 Payment. Payment of the Fee shall be on a one-time lump sum basis following receipt of the annual TIF payment from the City of Palatka, which payment is anticipated to be received by the CRA prior to the end of the calendar year. Payment of the Fee shall be made upon receipt of invoice from the City.

Section 5. Term

This Agreement shall be effective on _____, 2024 and continue in effect until _____, 2024. This is the entire agreement of the parties.

Section 6. Records

City shall keep such records and accounts as may be necessary in order to evidence performance of the Services. Such books and records will be available at all reasonable times for examination and audit by the CRA.

Section 7. Insurance; Indemnity.

The Parties acknowledge and agree that the City is self-insured for general liability. The cost of this insurance is to be paid by the City.

Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes, each party agrees to indemnify and hold harmless the other party and their respective commissioners, board members and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorney fees.

Section 8. Governing Law.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Putnam County, Florida.

IN WITNESS WHEREOF, the City and the CRA hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF PALATKA
a Florida municipal corporation

By: _____
Name:
Title:

ATTEST:

By: _____
Sunni Krantz
City Clerk

Approved as to form and legal sufficiency

By: _____
Jane West, Esq.
City Attorney

COMMUNITY REDEVELOPMENT AGENCY
A public body corporate and politic

By: _____
Name:
Title:

ATTEST:

By: _____
Sunni Krantz
City Clerk

STAFF REPORT

DATE: June 10, 2024
TO: City of Palatka Community Redevelopment Agency
FROM: City Staff

APPLICATION REQUEST

Approval of two Building Improvement Grant Cost Share Program applications totaling \$28,040.00

BACKGROUND

The March 2024 Cycle of the Building Improvement Cost Share Grant received only two applications.

321 Kirkland Street seeks \$3,525.00 in grant funding for landscaping, sod, and fencing for a cottage located at the intersection of Laurel Street and Kirkland in the South Historic District. 200 S. 7th Street seeks \$24,515.00 in grant funding to install the third phase of a perimeter fence around the Little Sprouts Learning Center.

PROJECT ANALYSIS

The City of Palatka's CRA established a Building Improvement Grant Cost Share Program is intended to encourage the redevelopment of blighted residential and commercial properties by assisting those who are attempting to improve properties which are most in need of rehabilitation or remodeling.

In addition, in order to be eligible for consideration for the grant funding, the project must include the following criteria:

- 1. The project must require extensive repairs to either obtain a Certificate of Occupancy, address code violations, construction, demolition, and/or address visual blight.**

321 Kirkland Street staff analysis: The property is not blighted residential property nor does the project address a Certificate of Occupancy, code violations, or visual blight.

200 S. 7th Street staff analysis: The property is not blighted commercial property nor does the project address a Certificate of Occupancy, code violations, or visual blight.

Conclusion: Neither application meets the threshold eligibility for grant funding, and neither application meets the intent of the grant funding as set forth above. The May 2024 Cycle for grant funding has commenced with the deadline for new applications in September.

Staff Recommendation

Deny the applications for grant funding.

ATTACHMENTS

1.	2024.05.22
2.	March 2024 Application Scoring Spreadsheet
3.	200 S. 7th Street Application
4.	321 Kirkland St. Application

DESIREE' AKINS
CHAIR

LASANDRA WILLIAMS
VICE CHAIR

JOHN VANDERWERF
BOARD MEMBER

WAYNE MCCLAIN
BOARD MEMBER

JAMES NORWOOD
BOARD MEMBER

TROY BELL, ICMA-CM
MPA, MS-Finance
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI KRANTZ
CITY CLERK



**MINUTES
CITY OF PALATKA
May 22, 2024**

1. CALL TO ORDER

- a. Special Called Meeting Notice

The notice was read by the Clerk

- b. Invocation

Mr. McClain led the invocation.

- c. Pledge of Allegiance

The pledge of allegiance was led by the Chair.

- d. Roll Call

Present:

Desiree' Akins

Wayne McClain

James Norwood

LaSandra Williams

Absent:

John Vanderwerf

Also present: Jane West, City Attorney; Sunni Krantz, City Clerk; Jayde Baggs, Project Manager/Grants Administrator; Alonzo Mulberry, City Chaplain (via telecommunications technology)

2. GENERAL PUBLIC COMMENTS (SPEAKERS LIMITED TO 3 MINUTES, NO ACTION TAKEN ON ITEMS)

The floor was opened to public comment. Hearing none, the floor was closed to public comment.

3. REGULAR BUSINESS

Ms. West summarized the grant program document. The board is tasked to score the applications based upon project quality (including quality of proposed improvements and adherence to historic standards), project feasibility, redevelopment impact. The grant is funded by the CRA, so the ties back to the goal of the CRA to eliminate blight.

- a. **SCORE AND RANK** eligible applications and make a recommendation to the Community

Redevelopment Agency for the March 2024 Cycle of the Building Improvement Cost Share Grant

Ms. Baggs presented the grant application for 321 Kirkland St. in the South Tax Increment Fund (TIF) District. Committee discussion with Staff and the applicant commenced. Ms. West advised this is a landscaping request. Michelle Bruno, the applicant, advised when she obtained the property, it was not in a livable condition, and they have remedied the situation. They ran out of funds before being able to finish landscaping, which is important as it is very visible on a corner in the neighborhood. Ms. Bruno advised she does not have proof of

estimate of cost. She is willing to provide proof of payment when needed. Ms. West advised the grant application process asks for a construction estimate. Ms. Bruno advised she obtained estimates from two local landscapers. Estimates direct from the landscapers were not included in the packet, only Ms. Bruno's summary of estimates received.

Chair Akins advised in the past we have asked the applicant to demonstrate they have the financial capacity. The Board advised they were under the direction the applicant should show that they have the ability to afford the entire amount of the project. Ms. West advised the applicant must demonstrate their ability to fund their portion of the project.

The Committee provided the following scores:

project quality Norwood: 20 , Williams 15, Akins 20 McClain 15 = Total 70

project feasibility Norwood: 25, Williams 15 Akins 15 McClain 15 = Total 70

redevelopment impact Norwood: 45, Williams 40, Akins 40 McClain 40 = Total 165

Ms. Baggs advised this property meets the minimum requirement to be forwarded to the Community Redevelopment Agency governing board.

Ms. Baggs presented the grant application for 200 S 7th Street for a chain link fence around the property. Mr. Norwood advised we have a property that has not been on the tax rolls for very long that is apart of this process. Ms. West advised if the property falls within the CRA district, then it is eligible for grant funding (it is not dependent upon how long it has been on the tax rolls). He asked everyone to be aware this is setting a precedent. The applicant, Colin Bingham, present, advised the chain link fence will meet the requirements of the historic district.

The Committee provided the following scores:

project quality Norwood: 20 , Williams 20, Akins 20 McClain 25 = Total 85

project feasibility Norwood: 20, Williams 25 Akins 25 McClain 25 = Total 95

redevelopment impact Norwood: 10, Williams 45, Akins 45 McClain 45 = Total 175

Ms. Baggs advised this property meets the minimum requirement to be forwarded to the Community Redevelopment Agency governing board.

4. STAFF COMMENTS Ms. Baggs advised a new cycle of the CRA Building Improvement Grant begins today and will end on September 20, 2024.
5. ADJOURN Meeting adjourned at 3:00 PM.

City of Palatka Community Redevelopment Agency				
Building Improvement Cost Share Grant March 2024 Cycle				
Project Address	Scoring Criteria			
	Project Quality 0-25 points	Project Feasibility 0-25 points	Redevelopment Impact 0-50 points	Total Score
CENTRAL BUSINESS DISTRICT				
200 S. 7th Street Palatka, FL. 32177	85	95	175	355
SOUTH TIF DISTRICT				
321 Kirkland Street Palatka, FL. 32177	70	70	165	305

Project Quality: Quality of the proposed improvements (i.e. material, design and construction method) and adherence to historic standards. Those projects with approved Certificate of Appropriateness, and all applicable building permits will receive priority.

Project Feasibility: The level of detail and accurateness of the project scope of work, budget and plans.

Redevelopment Impact: degree to which Grant funds are to be applied in eliminating blight and stabilizing or increasing property values in immediate area

City of Palatka Community Redevelopment Agency				
Building Improvement Cost Share Grant March 2024 Cycle				
Project Address	Scoring Criteria			
	Project Quality 0-25 points	Project Feasibility 0-25 points	Redevelopment Impact 0-50 points	Total Score
200 S. 7th Street Palatka, FL. 32177				
Desiree' Akins	20	25	45	90
Wayne McClain	25	25	45	95
James Norwood	20	20	40	80
John Vanderwerf				0
Lasandra Williams	20	25	45	90

Project Quality: Quality of the proposed improvements (i.e. material, design and construction method) and adherence to historic standards. Those projects with approved Certificate of Appropriateness, and all applicable building permits will receive priority.

Project Feasibility: The level of detail and accurateness of the project scope of work, budget and plans.

Redevelopment Impact: degree to which Grant funds are to be applied in eliminating blight and stabilizing or increasing property values in immediate area

City of Palatka Community Redevelopment Agency				
Building Improvement Cost Share Grant March 2024 Cycle				
Project Address	Scoring Criteria			
	Project Quality 0-25 points	Project Feasibility 0-25 points	Redevelopment Impact 0-50 points	Total Score
321 Kirkland Street Palatka, FL. 32177				
Desiree' Akins	20	15	40	75
Wayne McClain	15	15	40	70
James Norwood	20	25	45	90
John Vanderwerf				
Lasandra Williams	15	15	40	70

Project Quality: Quality of the proposed improvements (i.e. material, design and construction method) and adherence to historic standards. Those projects with approved Certificate of Appropriateness, and all applicable building permits will receive priority.

Project Feasibility: The level of detail and accurateness of the project scope of work, budget and plans.

Redevelopment Impact: degree to which Grant funds are to be applied in eliminating blight and stabilizing or increasing property values in immediate area

March 22, 2024

City of Palatka Community Redevelopment Agency
Attention: City Clerk
201 North Second Street
Palatka, Florida 32177

Please accept the following for your consideration regarding ITB- 2023-24, Building Improvement Grant Cost Share Program.

Community Development Coalition Corporation
200 South 7th Street
Palatka, Florida 32177
904-553-7336
Colin A. Bingham
colin@cdccfl.org

Project Description:

Scope of Work: To install the third phase of perimeter fencing around the Little Sprouts Learning Center.

Construction Estimate: Total Estimate	\$43,355.00
Phase One Complete and Paid	\$10,940.00
Phase Two Complete and Paid	\$7,900.00
Phase Three	\$24,515.00
ITB 2023-24 Request is \$24,515.00	

I, Colin A. Bingham, acknowledge that I have read and understand the grant requirements.

We do have a Certificate of Appropriateness for the fence.



Building Improvement Grant Cost Share Program

ITB 2023-24

The City of Palatka Community Redevelopment Agency (hereinafter referred to as “the CRA”) hereby solicit applications for the Building Improvement Grant Cost Share Program for projects located within the City of Palatka Community Redevelopment Agency Areas. The Program is intended to encourage the redevelopment of blighted residential and commercial properties by assisting those who are attempting to improve properties which are most in need of rehabilitation or remodeling; do not necessarily depend upon grant funds to move forward; and which have a greater probability of successful completion. To be eligible for consideration projects must be located in a City of Palatka Community Redevelopment Agency Tax Increment District and advance the goals outlined in the CRA plan.

The program shall be publicly advertised and accepted by posted deadlines in two cycles. The CRA reserves the right to apportion funds between the two cycles as it sees fit. Applications, if deemed complete and eligible, are evaluated and ranked based upon competitive criteria and will be forwarded to the CRA board for funding consideration. Awards are subject to the availability of funds within the specific Tax Increment District Fund (i.e. South, North and Central) where the project resides. The CRA reserves the right to request additional information and advertise properties receiving incentives.

Applicants interested in participating in the program must submit a completed and signed application along with supporting documentation to in a sealed envelope to:

**City of Palatka Community Redevelopment Agency
2022-23 Building Improvement Cost Share
Attention: Sunni Krantz, Interim City Clerk 201 North Second Street Palatka, FL 32177**

Program documents and applications can be downloaded from the City of Palatka website at <https://palatka-fl.gov/bids.aspx> or copies may be requested at City Hall, 201 N. 2nd Street, during normal business hours. All questions must be submitted in writing to Jayde Baggs, Project Manager/Grants Administrator at jbaggs@palatka-fl.gov. Questions will be answered in the form of an addendum posted on the City of Palatka website.

Application Cycle

Advertisement Date:	December 27, 2023
Applications Available:	https://palatka-fl.gov/bids.aspx
Deadline for Questions:	March 2, 2024
Application Deadline:	March 26, 2024 at 2 p.m.

Submittals will be opened as soon as possible after the submission deadline.

Approved: February 24, 2022

**Building Improvement Grant
Cost Share Program**



Building Improvement Grant Cost Share Program

The City of Palatka Community Redevelopment Agency (hereinafter referred to as “the CRA”) hereby solicit applications for the Building Improvement Grant Cost Share Program for projects located within the City of Palatka Community Redevelopment Agency Areas. The Program is intended to encourage the redevelopment of blighted residential and commercial properties by assisting those who are attempting to improve properties which are most in need of rehabilitation or remodeling; do not necessarily depend upon grant funds to move forward; and which have a greater probability of successful completion. To be eligible for consideration projects must be located in a City of Palatka Community Redevelopment Agency Tax Increment District and advance the goals outlined in the CRA plan.

The program shall be publicly advertised and accepted by posted deadlines in two cycles. The CRA reserves the right to apportion funds between the two cycles as it sees fit. Applications, if deemed complete and eligible, are evaluated, and ranked based upon competitive criteria and will be forwarded to the CRA board for funding consideration. Awards are subject to the availability of funds within the specific Tax Increment District Fund (i.e., South, North and Central) where the project resides. The CRA reserves the right to request additional information and advertise properties receiving incentives.

To obtain additional information please view the City of Palatka website at www.palatka-fl.gov or contact Jayde Baggs, Project Manager/Grants Administrator at 386 329 0100 or jbaggs@palatka-fl.gov.

**Building Improvement Grant
Cost Share Program**

I. Program Description

The Building Improvement Grant Cost Share Program is intended to encourage the redevelopment of blighted residential and commercial properties by assisting those who are attempting to improve properties which are most in need of rehabilitation or remodeling; do not necessarily depend upon grant funds to move forward; and which have a greater probability of successful completion. The owner will have ten (10) days from notification of award to execute the grant agreement and up to one (1) year from the date of execution of the grant agreement to complete the work. The grant program is only applicable to new work and is not retroactive. Work completed prior to grant award on the property may not be considered as match or for grant funding.

The following covenants will define the use of Tax Increment Funds in a reimbursement method. Cost share funds shall be reimbursed up to fifty percent (50%) of the total project cost to a maximum of twenty-five thousand dollars (\$25,000). Approved projects will receive reimbursement at one hundred percent (100%) completion of the project scope. Funds will be disbursed by a check payable to the applicant after the following:

- Submission of all receipts and required documentation to the Project Manager, including:
 - contractor invoicing and evidence of payment of funds;
 - release of lien letters from contractors and suppliers;
 - applicant must honor contractual obligations to contractor; hold harmless agreements must be executed; and
 - confirmation that the property is assessed and subject to ad valorem taxation.
- Certification of completion by the Chief Building Official and/or closed permit reports to sufficiently document the work has been completed in accordance with all applicable codes.
- Verification that any additional criteria added by contract has been completed as proposed in a satisfactory and professional manner.
- Certification of completion of grant project by the Project Manager and submission to the Palatka City Finance Director.
- Issuance of a Certificate of Occupancy, if applicable
- Proof of applicable and appropriate insurance of the renovated property

Upon approval of a grant, the applicant and any affected contractor will be required to sign a Grant Agreement and a Release and Hold Harmless Agreement with the City of Palatka Community Redevelopment Agency, as permitted by the laws of the State of Florida. Grant funds are considered taxable income and recipients have a reporting obligation to the Internal Revenue Service. Applicants are encouraged to consult with a tax professional on the tax implications of receiving an award prior to making an application. Grant funds can only be used towards building improvements and may not be used for administration expenses.

Application Cycle

The CRA shall only accept and review sealed applications during an advertised cycle beginning 30 days prior to and up to each application deadline. Applications received prior or after the herein stated deadlines will be returned to the applicant.

**Building Improvement Grant
Cost Share Program**

II. Eligibility

To be eligible for consideration projects must be located in a Tax Increment District; advance the goals outlined in the CRA plan and meet other minimum eligibility criteria. For a project to be eligible it must:

- require extensive repairs to either obtain a Certificate of Occupancy, address code violations, construction, demolition, and/or address visual blight (land clearing is not an eligible grant expense);
- be located within a Tax Increment district;
- be the subject of a complete application;
- parcel ID has not received tax increment funding in the past ten (10) years per the past incentive award date;
- receive a minimum score of 70 or greater; and
- be taxable property (non-taxable property proposed to be placed on the tax roll as a result of the project shall be eligible for funds).

III. Application Process

- a. Applicants interested in participating in the program must submit a completed and signed application along with supporting documentation to in a sealed envelope to:

City of Palatka Community Redevelopment Agency
Attention: City Clerk
201 North Second Street
Palatka, FL 32177

Submittals will be opened as soon as possible after the submission deadline.

- b. Applications must include:

- contact information (i.e. primary contact, phone number, email, mailing address);
- proof of ownership, option to purchase or agent authorization;
- project description including: scope of work, construction estimate, schedule by trade and design plans (as needed);
- rendering of any exterior work or changes included in the scope of work.
- proof of financial ability to fund the applicant's portion of the project;
- current taxable value per Putnam County Property Appraiser and estimated taxable value at project completion;
- acknowledgement applicant has read and understands grant requirements;
- verification of matching funds (i.e. loan approval, demonstrated savings, etc.); and
- additional information as requested.

- c. Applications will be reviewed for completeness and eligibility and submitted to the Tax Increment District Advisory Committee for evaluation. Applications deemed to be incomplete, or ineligible will not be considered. Applications submitted during the designated application period shall expire upon the ending of the fiscal year.

**Building Improvement Grant
Cost Share Program**

Appeals must be filed with the City of Palatka City Clerk at 201 North Second Street, Palatka, FL 32177 and will be considered at the next regularly scheduled meeting.

In the event the recipient transfers, sells, conveys, or in any other manner divests itself of ownership of the property which is the subject of the Grant within three (3) years following the completion of the repairs/renovations which are funded by the Grant, the entire amount of the Grant funds shall be repaid to the City. This obligation of repayment shall be one which runs with the land and shall be evidenced by a recorded instrument which shall be satisfied upon repayment of the Grant or upon expiration of the three (3) year look-back period. For purposes of this term, "completion" shall be defined as that date when a certificate of occupancy is issued or when all required building permits obtained in association with the repairs/renovations have been "finalized".

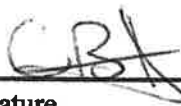
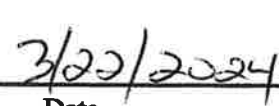
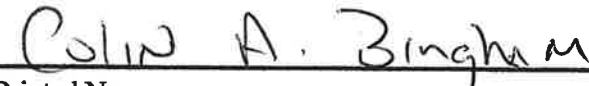
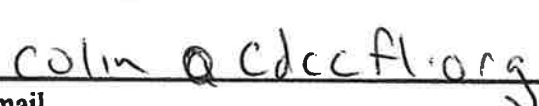
IV. Selection and Evaluation Criteria

The CRA board shall appoint a committee of citizens and business owners to review and rank applications for recommendation to the CRA. The evaluation will occur in accordance with the evaluation criteria as soon as practical at a time and place to be determined but not more than 30 days after the deadline. The criteria that the CRA shall use in evaluating proposals include, but are not limited to;

Criteria	Points
Project Quality: Quality of the proposed improvements (i.e. material, design, and construction method) and adherence to historic standards. Those projects with approved Certificate of Appropriateness, and all applicable building permits will receive priority.	25
Project Feasibility: The level of detail and accurateness of the project scope of work, budget and plans.	25
Redevelopment Impact: degree to which Grant funds are to be applied in eliminating blight and stabilizing or increasing property values in immediate area	50

*** Any application which receives an average total score of less than 70 points shall not be awarded funds.**

I hereby acknowledge that I have read, understand and agree to the terms of this document and that I am authorized to execute this Agreement.

	
Signature	Date
	
Printed Name	Title
	
Email	

**Building Improvement Grant
Cost Share Program**

904-553-7336
Phone

200 South 7th Street
Project 911 Address

42-10-27-6850-0530-0010
Project Parcel(s)



ITB 2023-24

Building Improvement Grant Cost Share Program

ADDENDUM NO. 1

Date: February 26, 2024

Contact: City of Palatka
201 North Second Street
Palatka, FL 32177

Owner: City of Palatka

To: Prospective Respondents

This Addendum consists of one (1) page.

Item #1

All questions must be submitted in writing to Jayde Baggs at jbaggs@palatka-fl.gov.

Acknowledgment

CRA 3/22/24
Signature and Date

Edin A. Bingham CEO
Printed Name / Title

End of Addendum Number One



ITB 2023-24

Building Improvement Grant Cost Share Program

ADDENDUM NO. 1

Date: February 26, 2024

Contact: City of Palatka
201 North Second Street
Palatka, FL 32177

Owner: City of Palatka

To: Prospective Respondents

This Addendum consists of one (1) page.

Item #1

All questions must be submitted in writing to Jonathan Griffith at jcgriffith@palatka-fl.gov.

Acknowledgment

 3/22/24

Signature and Date

Colin A. Bingham CEO

Printed Name / Title

End of Addendum Number One

LEASE AGREEMENT

THIS LEASE is made by and between TP Schoolhouse, LLC, a Florida limited liability company ("Lessor") and Community Development Coalition Corporation, a Florida not for profit corporation ("Lessee").

RECITALS:

This lease is made with reference to the following facts and objectives:

(a) The Premises described below is an old schoolhouse that was previously occupied by a Public Charter High School.

(b) Lessee desires to lease the Premises to operate an educational facility, any activities related thereto and for other legal purposes as determined by Lessee with Lessor's approval.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants herein contained, the parties agree as follows:

1. Premises. Lessor hereby leases to Lessee and Lessee leases from Lessor for the term described herein that certain real property commonly known as 200 S. 7th Street, Palatka, Florida 32177, legally described on Exhibit A (the "Premises").

2. Term. The term of this Lease shall be as follows:

2.1 Commencement Date. The effective date of this Lease for purposes of commencement of the parties' respective rights and obligations hereunder is December 1, 2022.

2.2 Rent Commencement Date. The Rent Commencement Date is January 1, 2023.

2.3 Term. The term of this Lease begins on the Commencement Date and ends on December 31, 2027.

2.4 Possession. Lessee shall take possession of the Premises on the Commencement Date.

3. Rent.

3.1 Base Rent. Lessee shall pay to Lessor as Base Rent for the Premises, the following amounts which are due on the first day of each month, in advance and without notice or setoff:

<u>Period</u>
December 1, 2022 – December 31, 2022

<u>Monthly Base Rent</u>
\$0.00

January 1, 2023 – December 31, 2023	\$8,500.00
January 1, 2024 – December 31, 2024	\$8,755.00
January 1, 2025 – December 31, 2025	\$9,017.67
January 1, 2026 – December 31, 2026	\$9,288.17
January 1, 2027 – December 31, 2027	\$9,566.83

Rental for any portion of a calendar month shall be prorated on a per diem basis.

3.2 Late Fee. Lessee shall pay Lessor a late payment charge of five percent (5%) of the amount past due if any rental payment, or any other amounts due hereunder, is not paid within five (5) days after the due date.

3.3 Additional Rent. All taxes, insurance costs and utility charges that Lessee is required to pay by this Lease, and any other sum that Lessee is required to pay to Lessor or third parties shall be additional rent.

3.4 Triple Net Lease. This Lease is intended to be an absolute triple net lease and Lessee will pay all taxes, insurance, maintenance, utilities and all other costs associated with owning and operating the Premises as provided herein. Notwithstanding the foregoing, Lessor shall be solely responsible for payment of any income taxes on its rental income.

4. Use of Premises. Lessee shall continuously, during the term hereof, use the Premises for an educational facility, such purposes ancillary thereto, and other lawful uses with Lessor's prior consent. Lessee shall be responsible to confirm that the use complies with local code requirements by the City of Palatka, Putnam County. Lessee shall not use the Premises in such a manner as to violate any applicable law, rule, ordinance, or regulation of any governmental body, or in violation of the certificate of occupancy issued for the Premises. Lessee shall, on five (5) days written notice from Lessor, discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be in violation of law, certificate of occupancy, covenant, rule, or regulation or which imposes any additional duty upon Lessee or Lessor with respect to the Premises or with respect to the use or occupation thereof; provided that such use may be continued if it can be brought into compliance and if Lessee reimburses Lessor for its cost of the additionally imposed duty. Lessee shall not keep or accumulate any inflammable, polluting, or hazardous materials. Lessee shall bear any and all costs associated with compliance under the Americans with Disabilities Act or other such municipal, state, or federal legislation related to Lessee's specific use of the Premises. Lessee shall not use or occupy nor permit the Premises or any part thereof to be used or occupied for any unlawful business, use or purpose, nor for any business, use, or purpose deemed extra-hazardous, or which would void or make voidable any insurance coverage, nor any purpose or in any manner which is in violation of any present or future governmental laws or regulations.

Notwithstanding the foregoing, Lessee shall not be in breach of this provision as a result of the presence in the Premises of de minimis amounts of inflammable, combustible or explosive fluids, materials, chemicals or substances which are used, stored and disposed of in compliance with all applicable laws, ordinances and regulations and: (a) are customarily present in a general

office use (e.g., copying machine chemicals and kitchen cleansers); or (b) are customarily used in connection with Lessee's permitted use of the Premises.

5. Zoning: Disclaimer Of Warranties And Conditions Of Premises. Lessee has had an opportunity to fully and completely inspect the Premises prior to the date hereof and is fully satisfied with such condition. Therefore, Lessor makes no warranties or representations of any kind concerning the condition of the Premises or its fitness for the use intended by Lessee, or as to its zoning. Lessee accepts all real and personal property, if any, leased herein "AS IS," in its present condition without any warranty of Lessor whatsoever, express or implied, in fact or by law. The foregoing acceptance "AS IS" applies to the Premises, whether or not it has been inspected, and whether the fixtures are readily visible to inspection.

6. Subordination And Attornment: Estoppel Certificate.

6.1 Except as set forth below, this Lease is automatically subordinate to the lien of and any advances under any mortgage or deed of trust at any time encumbering the Premises. Notwithstanding the foregoing, with respect to any mortgage or deed of trust entered into by Lessor after execution of this Lease, such subordination is conditioned on Lessor obtaining assurance in a commercially reasonable form (a "nondisturbance agreement") from the holder of or beneficiary under such encumbrance that Lessee's possession will not be disturbed, and Lessee's rights under this Lease will be recognized, so long as Lessee is not in default under this Lease and attorns to the record owner of the Premises. Lessee agrees, within ten (10) days after Lessor's written request, to execute, acknowledge, and deliver any and all documents requested by Lessor or necessary or proper to assure the subordination of this Lease to any such mortgages, deeds of trust, leasehold estates or reciprocal easement agreements.

6.2 Lessee shall, within 20 days after notice from Lessor, execute and deliver to Lessor a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by Lessor. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon Lessee that the Lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

7. Improvements by Lessee.

7.1 Lessee accepts the Premises AS IS in their condition as of the Commencement Date. Lessee shall pay for all improvements made to the Premises hereafter, whether the work is performed by Lessor or by Lessee (the "TI Work"). Lessee shall make no improvements or alterations on the Premises of any kind without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. Prior to the commencement of any TI Work by Lessee, Lessee shall first submit the following to Lessor and obtain Lessor's written consent; description of the work, estimated costs thereof, list of contractors who will perform the work and a Notice of Commencement in the form attached as Exhibit B. All work performed by

Lessee shall be done in strict compliance with all applicable building, fire, sanitary, and safety codes, and other laws, and Lessee shall secure all necessary permits for the same. Lessee shall keep the Premises free from all liens in connection with any such work. All work performed by Lessee shall be carried forward expeditiously and shall be completed within a reasonable time. Lessor or Lessor's agents shall have the right at all reasonable times to inspect the quality and progress of such work. All improvements, alterations, and any other work performed on the Premises by either Lessor or Lessee shall be the property of Lessor when installed, except for Lessee's trade fixtures, and may not be removed at the expiration of this Lease unless the applicable Lessor's consent specifically provides otherwise. Notwithstanding Lessor's consent to improvements or alterations by Lessee, all such improvements, alterations, or other work to be performed by Lessee shall be at the sole cost and expense of Lessee.

7.2 Lessee agrees to use the Notice of Commencement form attached hereto as Exhibit "B", and identify Lessee as the owner of a "leasehold" interest in the Premises, identifies Lessor as the "fee simple" owner, and contains the same lien limiting language found in this Lease and which may not be recorded prior to the Short Form Lease.

7.3 Lessee may erect such signs on the Premises as are reasonably necessary in the judgment of Lessee to apprise the public of Lessee's business, provided that any such signage shall comply with all local ordinances and restrictions, after receiving written approval of Lessor. Lessee must remove such signs at the expiration of the term of this Lease and shall repair any damage caused by the installation or removal.

7.4 Lessor shall provide to Lessee up to \$350,000.00 (the "TI Allowance") to be applied to the Costs of the TI Work. Any portion of the TI Allowance not applied to Costs shall be retained by Lessor. "Costs" means reasonable hard construction costs, contractor's overhead and profit, architectural, engineering, and design fees and expenses and the costs of obtaining permits. The TI Allowance shall be paid by Lessor to Lessee monthly as Costs are incurred within 10 business days after receipt of the following documents: (i) paid invoices (together with such supporting documentation as Lessor may reasonably request) for all Costs for which Lessee seeks reimbursement from the TI Allowance, and (ii) interim or final, unconditional waivers and releases of lien rights from all contractors and subcontractors, in a form reasonably acceptable to Lessor. Lessor shall not be obligated to make any payment of any part of the TI Allowance if there are any liens, suits, actions, or proceedings pending that may affect the Premises with respect to any TI Work, or if Lessee is otherwise in default of its obligations under the Lease at the time the disbursement is requested or is to be made.

7.5 Lessee shall provide, or shall cause Lessee's contractors to provide, evidence of the following insurance coverages prior to commencing work and upon demand during the course of construction:

7.5.1 Workers Compensation for statutory limits in compliance with applicable state and federal laws.

7.5.2 Commercial general liability with limits not less than \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage, naming Lessor and its building manager as additional insureds.

Each certificate of insurance must contain a provision confirming that no cancellation or material change in the policies will be effective except upon thirty (30) days' prior written notice to Lessor.

8. Maintenance and Repairs.

8.1 Lessor has no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on the Premises.

8.2 Lessee shall maintain in good condition, and repair and/or replace, at its own cost and expense, the Premises, including, but not limited to, the roof, foundation, parking lot, landscaping and structural soundness of the exterior and interior walls, the heating, ventilation, and air conditioning (HVAC) systems, electrical, plumbing, elevator, interior and exterior pest control, interior and exterior painting, windows, and flooring/carpeting. Lessee shall obtain during the term of this Lease Agreement and any extension thereof, at Lessee's expense, an annual service agreement, current elevator inspection and permit demonstrating proof that the elevator is in compliance with applicable regulatory safety standards and is currently certified for operation, (and Lessee shall be responsible for the inspection reports for the elevator). Lessee shall provide Lessor evidence of said inspection and service agreement on or before January 1 of each year during the lease, except Lessee shall provide Lessor copy of such service agreement at Lease commencement.

8.3 If Lessee fails or refuses to make repairs that are required by this Section 8, Lessor may make the repairs and charge the actual costs of repairs to Lessee. Such expenditures by Lessor shall be reimbursed by Lessee on demand together with interest at the rate of 12% per annum from the date of expenditure by Lessor. Except in an emergency creating an immediate risk of personal injury or property damage, Lessor may not perform repairs which are the obligation of Lessee and charge Lessee for the resulting expense unless at least 10 days before work is commenced Lessee is given notice in writing outlining with reasonable particularity the repairs required, and Lessee fails within that time to initiate and pursue completion of such repairs in good faith.

8.4 Lessor shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair and Lessee's compliance with this Lease.

9. Insurance.

9.1 Insurance on the Premises. Lessor shall maintain a fire and extended "all risk" coverage, malicious mischief and vandalism insurance on the leased improvements, structures, machinery and fixed equipment on the Premises. Lessee shall reimburse Lessor for the premiums for such policy in monthly installments of 1/12th each. Lessor will provide Lessee copies of the premium notice upon request.

9.2 Lessee's Insurance. Lessee shall maintain, at its own expense, fire and extended "all risk" coverage, malicious mischief, and vandalism insurance on Lessee's property located at the Premises, including inventory, which insurance policy shall contain the standard form of waiver of subrogation. Lessee shall provide Lessor with a certificate of insurance properly executed by its insurance company evidencing such coverage within fifteen (15) days of the Commencement Date and on or before June 1st of each year during the remaining lease term.

9.3 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with a special extended coverage endorsement, to the extent such loss or damage is actually covered and paid for by the insurance carried by the parties. In the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

10. Indemnity.

10.1 Indemnity by Lessee. Lessee agrees to indemnify, defend and hold harmless Lessor and its agents, members, managers, and employees from and against all claims of whatever nature arising from any act, omission or negligence of Lessee, or its agents, officers, employees, or contractors, or arising from any accident, injury or damage whatsoever caused to any such third party, or to the property of any third party, or arising from any condition of the Premises, occurring during the term of this Lease in or about the Premises, unless such claims arise solely from the gross negligence or intentional misconduct of Lessor.

10.2 Insurance Requirements. For purposes of this Section 10, Lessee agrees during the term hereof to maintain adequate public liability and other insurance with reputable insurance companies as hereinafter set forth and pursuant to the terms and conditions of Section 9, and, upon request, to furnish Lessor with certificates of insurance properly executed by its insurance company evidencing such fact, and requiring its insurer to give at least fifteen (15) days' notice to Lessor in the event of cancellation or material alteration of such coverage. The insurance coverage to be maintained by Lessee shall be as follows:

10.2.1 Comprehensive general liability insurance, including contractual liability coverage as respects this Lease, against claims for bodily injury, death and property damage occurring in or about the Premises, affording minimum single limit protection of Two-Million and No/100 Dollars (\$2,000,000.00) with respect to personal injury or death and property damage occurring or resulting from one occurrence; and (ii) Worker's Compensation and employer's liability insurance in accordance with the statutory requirements of Florida.

10.2.2 Lessor shall be added as an additional insured to the liability insurance provided in section 10.2.1 above.

10.3 Costs and Expenses. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liability in or in connection with any such claim or proceeding brought thereon and the defense thereof, including reasonable attorneys' fees.

11. Surrender. On the last day of the term hereof, or upon any sooner termination as provided herein, Lessee shall surrender the Premises to Lessor with all obligations under Section 8.2 performed and in substantially the same condition as when received, ordinary wear and tear, natural deterioration beyond the control of Lessee, and damage by fire, tornado or other casualty or act of God excepted.

12. Eminent Domain.

12.1 Termination of Lease. If the whole of the Premises, or such portion thereof as will make the Premises unsuitable or untenable for Lessee's continued use, is condemned for any public use or purpose by any legally constituted authority then, in either of such events, this Lease shall terminate effective as of the time of taking by such authority and rental shall be accounted for between Lessor and Lessee as of such date. Such termination shall be without prejudice to the rights of either Lessor or Lessee to recover compensation from the condemning authority for their respective loss or damage caused by such condemnation and nothing in this Section or Section 12.2 shall be construed as limiting the Lessee's right to claim business damages and moving expenses from the condemning authority. Neither party shall have any rights in or to any award made to the other by the condemning authority.

12.2 Continuation of Lease. If any part of the Premises shall be so taken and this Lease shall not terminate under the provisions of the preceding subsection, then the rental shall be equitably reduced in proportion to the areas so taken and its effect on Lessee's use, and Lessor shall restore the remaining portion of the Premises at its own expense to the extent necessary to render the Premises suitable for the purposes for which they were leased, and make all repairs to the driveways and the improvements on the Premises to the extent reasonably necessary to constitute the building and improvements a complete architectural and functional unit and to restore the Premises as nearly as possible to their prior condition. Lessor's obligations under this Section are limited to the net amount (after collection costs) of the condemnation award actually received.

12.3 Notice of and Participation in Proceedings. Lessee shall have the right to notice of and to participate in all eminent domain proceedings, together with Lessor and any mortgagee. Lessor shall not settle any such eminent domain proceedings or sell the Premises or any part thereof under threat of such proceedings without the prior written consent of Lessee, which consent shall not be unreasonably conditioned, withheld or delayed.

13. Casualty to Premises.

13.1 Total Destruction. If the improvements on the Premises shall be totally or substantially destroyed by fire or other casualty so that the Premises shall be untenable or unsuitable for the conduct of Lessee's business, then either party shall have the right to terminate this Lease by giving notice to the other party of its election within fifteen (15) days following the occurrence of such damage or destruction, and all rents and other charges shall be adjusted and prorated as of the date of such destruction. As used in this Section, the term "substantially destroyed" shall mean damage to the Premises and improvements equal to or in excess of fifty percent (55%) of the fair market value thereof prior to such destruction.

13.2 Partial Destruction. In the event that the Premises shall be partially damaged or destroyed by fire or other casualty, so that the same are still reasonably tenantable and fit for the continued conduct of Lessee's business (or if neither party elects to terminate under Section 13.1 above), Lessor shall with all reasonable diligence, using the insurance proceeds attributable to the Premises and the amount of any deductible which shall be paid by Lessee to Lessor, repair the damage and restore the Premises to substantially its condition immediately prior to the happening of such event. In the event that the Premises are not restored and repaired within 180 days of the date of the occurrence, Lessee may, at its option, terminate this Lease by written notice to Lessor, which termination shall be effective upon receipt by Lessor. Lessor's obligations under this Section are limited to the net amount (after collection costs) of the insurance proceeds actually received.

13.3 Abatement of Rent. In the event of damage or destruction of the Premises, rent shall abate from the date of such damage or destruction to the extent the Premises are untenable until the improvements have been repaired or restored and the Premises have been delivered to Lessee in the manner and in the condition provided by this Section. If the parties exercise their option to terminate this Lease because of such casualty, rent shall be prorated until the date of termination.

13.4 Destruction caused by Lessee. Notwithstanding the above, but subject to Section 9.3, if Lessee is the cause of any such casualty which causes damage to the Premises, then Lessee shall remain wholly responsible for such damages caused to Lessor, including but not limited to, rents, additional rents, consequential damages, Lessor's reasonable attorney's fees, without any abatement of rent and lease shall not be terminated because of such loss.

14. Taxes.

14.1 Payment. Lessee shall pay 100% of the real estate tax bill due and payable for the Premises during the Lease Term. Lessee shall make such payment directly to the taxing authority on or before it becomes due and provide proof of payment to Lessor within 10 days of payment. Each year during the Lease Term, Lessor shall notify Lessee of the amount of real estate taxes last due, with all discounts available and payable without penalty, and together with such notice shall furnish Lessee with a copy

of the tax bills for each current year. In the event tax years do not coincide with the Lease years, taxes for the first and last year of the term will be prorated, with the party having paid the taxes reimbursed by the other party for the prorated amount. Lessor shall also notify Lessee of any notice of a change in the assessment of the Premises, as soon as reasonably possible after its receipt of such notice, and sufficiently in time for Lessee to take timely action to protest the same.

14.2 Tax Adjustments. Lessee may, at its own expense and in the name of the parties hereto and at its sole discretion, take part in any proceedings for an adjustment or review of the real estate taxes, and Lessor agrees to fully cooperate in any such proceedings for the purpose of assisting Lessee in any attempt by it to effect a reduction thereof. Lessor shall provide Lessee, upon request, all relevant information for purposes of determining valuation for property tax purposes.

14.3 Personal Property Tax. Any and all taxes imposed upon the fixtures and any personal property belonging to the Lessee shall be the responsibility of the Lessee.

14.4 State Sales Tax. Lessee shall be responsible for any applicable sales tax due to the State of Florida.

15. Utilities. Lessee shall pay all charges or fees for use or consumption of all utilities provided to the Premises including, gas, electricity, and telephone and other utilities and services together with any taxes thereon from the Commencement Date through the Termination Date.

16. Quiet Enjoyment. Lessor covenants, warrants and represents that it has full right and power to execute this Lease and to grant the estate demised herein and, so long as Lessee is not in default under any of the terms and conditions of this Lease, Lessee shall peaceably hold and quietly enjoy the Premises. Lessor shall have such right of access to the Premises as is reasonably necessary to inspect the Premises from time to time at such times as are reasonable; provided, however, Lessor shall not unreasonably interfere with or disrupt Lessee's business operations in doing so.

17. Defaults. The occurrence of any of the following shall constitute a material breach of this Lease and be deemed an Event of Default:

17.1 Abandonment of the Premises by Lessee. Abandonment is defined to include, but is not limited to, any absence by Lessee from the Premises for fifteen (15) days or longer without the prior written consent of Lessor, provided however, closure or absence from the Premises during normal school breaks shall not constitute abandonment;

17.2 Failure by Lessee to pay the rent or to make any other payment required to be made by Lessee hereunder on the date such payment is due and owing after ten (10) days written notice and failure to cure. However, if Lessor has given written notice under this Section 17.2 two (2) times in the prior 12-month period, no notice and opportunity to cure will be required and a default will occur if such payment is ten (10) days past due.

17.3 Failure by Lessee to carry and continue in force any insurance required under this Lease.

17.4 Failure of Lessee to comply with any term or condition or fulfill any obligation of the Lease (other than the payment of rent or other charges, or failure to carry or maintain insurance) within 30 days after written notice by Lessor specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 30-day period, this provision shall be complied with if Lessee begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

17.5 Insolvency of Lessee; an assignment by Lessee for the benefit of creditors; the filing by Lessee of a voluntary petition in bankruptcy; an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; the filing of any involuntary petition of bankruptcy and failure of Lessee to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Lessee to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Lessee under the lease.

18. Remedies- Lessor. Upon the occurrence of an Event of Default, Lessor may, at Lessor's option and without limiting Lessor in the exercise of any other rights or remedies which Lessor may have at law or in equity by reason of such Event of Default, with or without notice or demand:

18.1 Right of Reentry. Reenter the Premises with process of law and take possession of the same and expel or remove Lessee and all other parties occupying the Premises, using such force as may be necessary to do so, without being liable to any prosecution for such reentry or for the use of such force, and without terminating this Lease, at any time and from time to time, to relet the Premises or any part thereof for the account of Lessee, for such term, upon such conditions and at such rental as Lessor may deem proper. In such event, Lessor may receive and collect the rent from such reletting and apply it against any amounts due from Lessee. Such amounts due include, without limitation, such expenses as Lessor may have incurred in recovering possession of the Premises, placing the same in good order and condition, altering or repairing the same for reletting, and all other expenses, commission and charges, including attorney's fees, which Lessor may have paid or incurred in connection with such repossession and reletting. Lessor may execute any lease made pursuant hereto in Lessor's name or in the name of Lessee as Lessor may see fit, and the lessee thereunder shall be under no obligation to see to the application by Lessor of any rent collected by Lessor, nor shall Lessee have any right to collect any rent thereunder. Whether or not the Premises are relet, Lessee shall pay Lessor all amounts required to be paid by Lessee up to the date of Lessor's reentry, and thereafter Lessee shall pay Lessor, until the end of the term hereof, the amount of all rent and other charges required hereunder, less the proceeds of such reletting. Such payments by Lessee shall be due at such times as are provided elsewhere

in this Lease, and Lessor need not wait until the termination of this Lease to recover them by legal action or otherwise. Lessor shall not, by any reentry or other act, be deemed to have terminated this Lease or the liability of Lessee for the total rent hereunder unless Lessor shall give Lessee written notice of Lessor's election to terminate this Lease.

18.2 Pursue any other remedy now or hereafter available to the Lessor under the laws and judicial decisions of the State of Florida.

18.3 In the event of a proceeding involving the Lessee under the Bankruptcy Code, 11 U.S.C. §101 et seq., if the Lease should be assumed by the Lessee's trustee in bankruptcy (after he has cured all existing defaults, compensated the Lessor for any loss resulting therefrom and provided adequate assurance of future performance), then the Lease may not be assigned by the trustee to a third party, unless such party (1) executes and delivers to the Lessor an agreement in recordable form whereby such party assumes and agrees with the Lessor to discharge all obligations of the Lessee under the Lease, (2) has a net worth and operating experience at least comparable to that possessed by the Lessee and any guarantor hereof as of the time of execution of the Lease; and (3) grants to the Lessor, to secure the performance of such party's obligations under the Lease, a security interest in such party's merchandise, inventory, personal property, fixtures, furnishings, and accounts receivable (and in the proceeds of all of the foregoing) with respect to its operations in the Premises, and in connection therewith, such party will execute such security agreements, financing statements and other documents (the forms of which are to be prepared by the Lessor) as are necessary to perfect such lien.

18.4 If the Lessor should exercise any of its remedies hereunder, the Lessee will be liable for and will pay to the Lessor, within ten (10) days after demand therefor, the costs of removing and storing the Lessee's or other occupant's property; the costs of repairing, altering, remodeling or otherwise putting the Premises into condition acceptable to a new lessee or lessees; real estate commissions actually paid in connection with re-leasing the Premises; and all reasonable expenses incurred by the Lessor, including attorneys' fees. If the Lease should be terminated, or the Lease Term should expire, the Lessor will have the immediate right thereafter to reenter the Premises and to remove all persons and property therefrom. Such property may be stored in a public warehouse or elsewhere at the cost of, and for the account of the Lessee. In such event, the Lessor will not be deemed guilty of trespass or become liable for any loss or damage which may be occasioned thereby.

18.5 The rights and remedies granted herein to the Lessor are distinct, separate, and cumulative remedies, and the exercise of any of them will not be deemed to exclude the Lessor's right to exercise any or all of the others. All charges payable by the Lessee under the terms of the Lease will be deemed rent for the purpose of the Lessor exercising its remedies.

18.6 No waiver of any covenant or condition or of the breach of any covenant or condition of the Lease will be taken to constitute a waiver of any subsequent breach of such covenant or condition nor to justify or authorize the nonobservance on any other occasion of the same or of any other covenant or condition hereof, nor will the

acceptance of rent by the Lessor at any time when the Lessee is in default under any covenant or condition hereof be construed as a waiver of such default or of the Lessor's right to terminate the Lease on account of such default, nor will any waiver or indulgence granted by the Lessor to the Lessee be taken as an estoppel against the Lessor, it being expressly understood that if at any time the Lessee should be in default in any of its covenants or conditions hereunder, an acceptance by the Lessor of rent during the continuance of such default or the failure on the part of the Lessor promptly to avail itself of such other rights or remedies as the Lessor may have will not be construed as a waiver of such default, but the Lessor may at any time thereafter, if such default continues, terminate the Lease on account of such default.

19. Remedies- Lessee. In the event of Lessor's default of any of Lessor's obligations under this Lease that goes uncured after Lessee has given Lessor thirty (30) days written notice, Lessee may at Lessee's option and without limiting Lessee in the exercise of any other rights or remedies which Lessee may have at law or in equity by reason of such default or breach, with or without notice or demand, terminate this Lease.

20. Covenants Against Liens; Inspection. Lessee covenants that Lessee will not suffer nor will Lessee suffer to be attached, any lien or claim of lien upon the Premises or any part thereof by reason of any act or omission on the part of Lessee, its agents, or employees, whether arising out of any work performed, materials furnished, taxes or assessments owed, or obligations incurred by Lessee, or otherwise. Lessee shall pay all claims for labor and materials furnished to the Premises. Pursuant to Section 713.10, Florida Statutes, the Lease expressly provides that THE INTEREST OF THE LESSOR SHALL NOT BE SUBJECT TO LIENS FOR IMPROVEMENTS MADE BY LESSEE. Lessee shall notify all contractors making improvements of this provision and shall include such language in any contracts with contractors providing labor, services, and materials to the Premises. Lessee shall notify its contractors so that said contractors acknowledge receipt of such notice and agree that they are prohibited from filing liens against the Lessor's interest in the property with respect to the TI Work, and that such notice must be received by the Lessor prior to commencing any work on the Premises. All contracts for improvements are subject to the review and approval of the Lessor in order to ensure compliance with the foregoing requirements. Upon final payment of contractor, Lessee shall obtain unconditional lien waivers and releases from contractors, subcontractors, suppliers, and laborers and provide copies of same to the Lessor. The failure of Lessee to provide such notice shall render the contract between Lessee and the contractor voidable at the option of the contractor. Should the Premises at any time hereafter be subjected to any such lien, then Lessee shall, within fifteen (15) days after written notice to Lessee of the existence of said lien, cause said lien to be removed, satisfied, bonded or discharged and otherwise shall indemnify and hold Lessor harmless for all damages arising out of the recording of any such lien on account thereof. Lessor or Lessor's agents shall at all reasonable times have the right to enter upon the Premises (providing at least four (4) hours' notice to Lessee and during Lessee's business hours, except in the case of an emergency) for the purpose of inspecting the same, showing the same to prospective purchasers or Lessees, and for the purpose of posting or keeping posted notices of non-responsibility or any or all forms of notice reasonably necessary or proper to protect Lessor or the Premises against mechanic's or materialmen's liens or charges, or other liens or charges which might or could arise out of the use of the Premises by Lessee, and for any other reason Lessor deems necessary or desirable.

21. Contest Of Liens And Encumbrances By Lessee. Lessee shall have the right to contest, in good faith, and by appropriate legal proceedings, the validity or amount of any construction, mechanic's, laborer's, materialmen's, or association lien or other claimed lien or encumbrance, and in such event, shall indemnify and hold Lessor harmless from any cost and expense in connection therewith.

22. Short Form Lease. At the option of Lessor, simultaneously with the execution and acknowledgment of this Lease, the parties shall execute a Short Form Lease for recording purposes. In no event shall the Short Form Lease set forth the rental or other charges payable by Lessee under this Lease, and the Short Form Lease shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease. The Short Form Lease shall also provide that the Premises may not be subject to mechanic's liens for work performed by Lessee. A copy of the Short Form lease is attached hereto as "Exhibit C." In the event that Lessor or Lessee shall terminate and cancel this Lease pursuant to the provisions contained herein for any cause other than Lessor's breach thereof, Lessee shall prepare, execute in recordable form, and deliver to Lessor, a release and cancellation of this Lease.

23. Trade Fixtures And Personal Property. All furniture, trade fixtures, and unattached equipment installed by Lessee in the Premises shall at all times be and remain personal property, and may be removed by Lessee at the expiration or earlier termination of this Lease. Lessee may remove any trade fixtures installed or placed in the building by Lessee that is not attached or that can be easily removed without damaging the building.

24. Accord And Satisfaction. No payment of a lesser amount than the rental and other amounts due shall be deemed to be other than on account of the earliest amounts due, nor shall any endorsement or statement on any check or any letter accompanying any payment be deemed an accord and satisfaction. Lessor may accept and deposit such payment without prejudice to Lessor's right to recover the balance of any amount due or pursue any other remedy provided in this Lease or available at law or in equity.

25. Interpretation. Both parties acknowledge that they have been represented by counsel in the negotiation of this Lease and agree that no provision of this Lease shall be interpreted so as to favor the interpretation given by the party that did not draft it.

26. Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provisions hereof. The parties represent that the terms and provisions set forth herein are the result of arms-length negotiations between the parties and, therefore, this Lease shall not be construed either for or against a particular party by reason of draftsmanship or otherwise but, rather, shall be interpreted in accordance with the general tenor of the language in order to reach an equitable result.

27. Sublet or Assignment. This Lease may not be assigned by Lessee. This provision shall apply to all transfers by operation of law, and to all mergers and changes in control of Lessee, all of which shall be deemed assignments for the purposes of this Section. Lessee may sublet portions of the Premises for educational uses without Lessor's prior approval. Lessee may sublet portions of the Premises for any other use permitted under applicable laws with Lessor's

prior consent, which will not be unreasonably withheld. Lessor may withhold consent to any sublease for any otherwise permissible use which may, in Lessor's reasonable judgment, damage the reputation or future marketability of the Premises. No assignment or sublease will relieve Lessee of its obligations to pay rent or perform other obligations under this Lease.

28. Time of the Essence. The parties hereto agree that with respect to the performance of all terms, conditions, and covenants of this Lease, time is of the essence.

29. Captions. Section captions are not a part hereof and are inserted merely for the convenience of the parties.

30. Incorporation of Prior Agreements and Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matters shall be effective. This Lease may be only modified by written agreement, signed by the parties in interest at the time of such modification.

31. Waiver. No waiver by Lessor or Lessee of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by the other party of any other provision.

32. Holding Over. Any holding over by Lessee after expiration of the term hereof or any extension thereof shall be construed as a tenancy from month to month, subject to all the conditions of this Lease and at the rental rate that is 200% the rental rate of the last month of rent that Lessee paid. Either party may terminate such month to month tenancy by giving to the other 30 days written notice of its intention to terminate. The provisions of this paragraph do not affect Lessor's right of reentry or of any other rights of Lessor hereunder or as otherwise provided by law.

33. Binding Effect: Choice of Law. Subject to any provisions hereof, this Lease shall bind the parties, their personal representatives, successors, and assigns. This Lease shall be governed by the laws of Florida and venue shall be Putnam County.

34. Attorneys' Fees. If either party named herein or its successor brings an action, at law, in equity, or arbitration to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorneys' fees and costs to be paid by the losing party as fixed by the court.

35. Authority. Each individual executing this Lease on behalf of Lessor and Lessee represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said entity, and that this Lease is binding upon said entity.

36. Notices. All notices, demands, consents, approvals and other communications which are required or desired to be given by any party to another hereunder will be in writing and will be (a) hand delivered (including by means of a professional messenger service), (b) sent by United States certified mail, postage prepaid, return receipt requested, or by next business day delivery service such as FedEx, addressed to the appropriate party at its address set forth in this Agreement, or such other address as such party will have last designated by notice to the other, or (c) sent by e-mail or other electronic transmission with a delivery receipt. Notices, demands,

consents, approvals and other communications will be deemed given when delivered personally or by overnight delivery service, three days after mailing, or upon delivering party's receipt of a transmission confirmation of the electronic transmission.

LESSOR: TP Schoolhouse, LLC
417 St. John's Avenue
Palatka, FL 32177
Email: vanderwerf_j@yahoo.com

LESSEE: Community Development Coalition
Corporation
8237 Bay Tree Lane
Jacksonville, FL 32256
Email: colin@cdccfl.org

37. Brokers. Each Party warrants that it had no dealings with any broker or agent in connection with this Lease. Each Party agrees to hold the other Party harmless against any claims for brokerage commissions arising out of any conversations or negotiations had by it with any broker other than those referenced in this Section.

38. Option to Purchase. Lessor hereby grants Lessee an option (the "Option") to purchase all of the Premises (but not less than all of the Premises) under the following terms:

38.1 Term. The term of the Option commences on the Commencement Date and continues until the termination or expiration of the Lease (the "Term"). If the Lease expires or is terminated prior to the closing of the sale under the Option, this Option and all rights thereunder will also terminate.

38.2 Exercise. The Option may be exercised, if at all, by notice in writing given by Lessee to Lessor at any time during the Term, stating that Lessee has elected to exercise the Option. Upon exercise of the Option, Lessee shall be obligated to purchase the Property from Lessor, and Lessor will be obligated to sell the Premises to Lessee for the price and in the manner set forth herein.

38.3 Failure to Exercise. If Lessee fails for any reason to exercise the Option in the manner set forth herein, Lessee will have no further purchase rights.

38.4 Purchase Price. The purchase price for the Premises will be:

<u>If Closing occurs in:</u>	<u>Price</u>
2022 or 2023	\$1,700,000
2024	\$1,785,000
2025	\$1,874,250
2026	\$1,967,963
2027	\$2,066,361

The purchase price is determined on the date of sale closing and not the date the Option is exercised.

38.5 Purchase Agreement. Upon exercise of the Option, Lessee and Lessor will enter into a written purchase and sale agreement using the form customarily used for similar transactions in Putnam County, Florida. The Premises will be sold AS IS, with all faults. There will be no prorations, except for rent, as Lessee is paying all costs associated with the Premises. Lessor will arrange for a title company to provide a standard form Owner's ALTA title insurance policy in the amount of the purchase price, and subject to any liens or encumbrances existing on the Commencement Date (except any mortgage or deed of trust granted by Lessor) and any liens or encumbrances arising after the Commencement Date which are consented to by Lessee.

38.6 Closing. Closing will occur on a date agreed to by the parties, but in no event later than 90 days after the Option is exercised.

38.7 Option is Personal to Lessee. The Option is personal to Lessee and may not be assigned or otherwise transferred. The Option will automatically terminate upon any assignment or transfer of the Lease by Lessee.

38.8 Successors of Lessor. The Option will be binding upon Lessor and its successors and assigns.

39. Execution. This Lease may be executed in counterparts, each of which will be deemed an original, but all of which will constitute a single agreement. Facsimile, scanned and e-mailed or electronic signatures will be treated as original signatures.

[Signatures on following page.]

LEASE AGREEMENT
SIGNATURE PAGE

LESSOR:

TP Schoolhouse, LLC, a Florida limited liability
company

By: John D. VanderWerf
Name: John VanderWerf
Title: Manager

LESSEE:

Community Development Coalition Corporation, a
Florida not for profit corporation

By: Colin Bryan
Name: Colin Bryan
Title: CEO



Hardwick Fence
P.O. Box 3043
St Augustine, FL 32085
904-599-8644
sales@hardwickfence.com
www.HardwickFence.com

ADDRESS

TP Schoolhouse, LLC
PO Box 1038
Palatka, FL 32178

SHIP TO

Little Sprouts Learning Center c/o
TP Schoolhouse, LLC
200 S 7th Street
Palatka, FL 32177

Contract 9081

DATE 11/28/2023

EXPIRATION DATE 12/08/2023

DATE	DESCRIPTION	AMOUNT
	Install Approx. 1,510' of 6' Black Commercial Chain Link Fence 6' Black 8 Gauge Fabric 3" Terminal Post 2" Line Post 1 5/8" Top Rail 2 - 4' Walk Gates w/ Hardware 1 - 10' Double Drive Gate w/ Hardware #7 Coil Wire – Along the bottom of the fence All fittings included - No wrapped post! All posts cemented!	45,355.00
	*Quote is based on our current insurance coverage.	
	*No permitting included, if required.	
	Payment Terms: 70% down and the balance of the contract is due on completion	

*Client must assume all responsibility for the placement of the fence.

*Hardwick Fence reserves the right to exercise the provisions provided under the Florida Mechanics Lien Law.

*Any alteration from the above specifications will be executed upon a written change order.

*All agreements are contingent upon deliveries, weather or delays beyond our control.

*Hardwick Fence, LLC is not responsible for any damage to any underground obstructions such as utilities, pipes, irrigation, cables, etc.

*Manufacturer's warranty (if applicable) will be provided upon the client's request.

*Should you cancel this contract, you are subject to a re-stocking fee.

*By signing this contract, you agree that you have read and understand your liability.



Hardwick Fence
P.O. Box 3043
St Augustine, FL 32085
904-599-8644
sales@hardwickfence.com
www.HardwickFence.com

ADDRESS

TP Schoolhouse, LLC
PO Box 1038
Palatka, FL 32178

SHIP TO

Little Sprouts Learning Center c/o
TP Schoolhouse, LLC
200 S 7th Street
Palatka, FL 32177

Contract 9079**DATE 11/28/2023**

DATE	DESCRIPTION	AMOUNT
	Install 2 – 20' Cantilever Gates w/ Hardware – 4" Gate Posts & 3" Receiving Posts (cemented)	10,940.00
	*Quote is based on our current insurance coverage.	
	*No permitting included, if required.	
	Payment Terms: 70% down and the balance of the contract is due on completion	

*Client must assume all responsibility for the placement of the fence.

*Hardwick Fence reserves the right to exercise the provisions provided under the Florida Mechanics Lien Law.

*Any alteration from the above specifications will be executed upon a written change order.

*All agreements are contingent upon deliveries, weather or delays beyond our control.

*Hardwick Fence, LLC is not responsible for any damage to any underground obstructions such as utilities, pipes, irrigation, cables, etc.

*Manufacturer's warranty (if applicable) will be provided upon the client's request.

*Should you cancel this contract, you are subject to a re-stocking fee.

*By signing this contract, you agree that you have read and understand your liability.

SUBTOTAL	10,940.00
TAX	0.00

TOTAL	\$10,940.00
--------------	--------------------

PAID



Hardwick Fence
P.O. Box 3043
St Augustine, FL 32085
904-599-8644
sales@hardwickfence.com
www.HardwickFence.com

ADDRESS

TP Schoolhouse, LLC
PO Box 1038
Palatka, FL 32178

SHIP TO

Little Sprouts Learning Center c/o
TP Schoolhouse, LLC
200 S 7th Street
Palatka, FL 32177

Contract 9253

DATE 01/17/2024

EXPIRATION DATE 01/27/2024

DATE	DESCRIPTION	AMOUNT
	Install Approx. 184' of 6' Black Commercial Chain Link Fence 6' Black 8 Gauge Fabric Sch. 40 pipe 2 1/2" Terminal Post 2" Line Post 1 5/8" Top Rail 1 - 5' Walk Gate w/ Hardware (one set of hinges and one fork latch) #7 Coil Wire – Along the bottom of the fence All fittings included - No wrapped post! All posts cemented!	7,900.00
	*Quote is based on our current insurance coverage.	
	*No permitting included, if required.	
	Payment Terms: 70% down and the balance of the contract is due on completion	

*Client must assume all responsibility for the placement of the fence.

*Hardwick Fence reserves the right to exercise the provisions provided under the Florida Mechanics Lien Law.

*Any alteration from the above specifications will be executed upon a written change order.

*All agreements are contingent upon deliveries, weather or delays beyond our control.

*Hardwick Fence, LLC is not responsible for any damage to any underground obstructions such as utilities, pipes, irrigation, cables, etc.

*Manufacturer's warranty (if applicable) will be provided upon the client's request.

*Should you cancel this contract, you are subject to a re-stocking fee.

*By signing this contract, you agree that you have read and understand your liability.

PAID

Property Appraiser



5/15/2023, 3:14:40 PM

Site Address Points

Road Centerlines

Parcel Lines

Subdivisions

Lots

Blocks

Parcels

☐ PLSS Townships

PLSS Sections

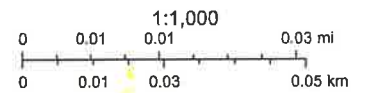
Subdivisions

Dimensions

Parcels

Lots

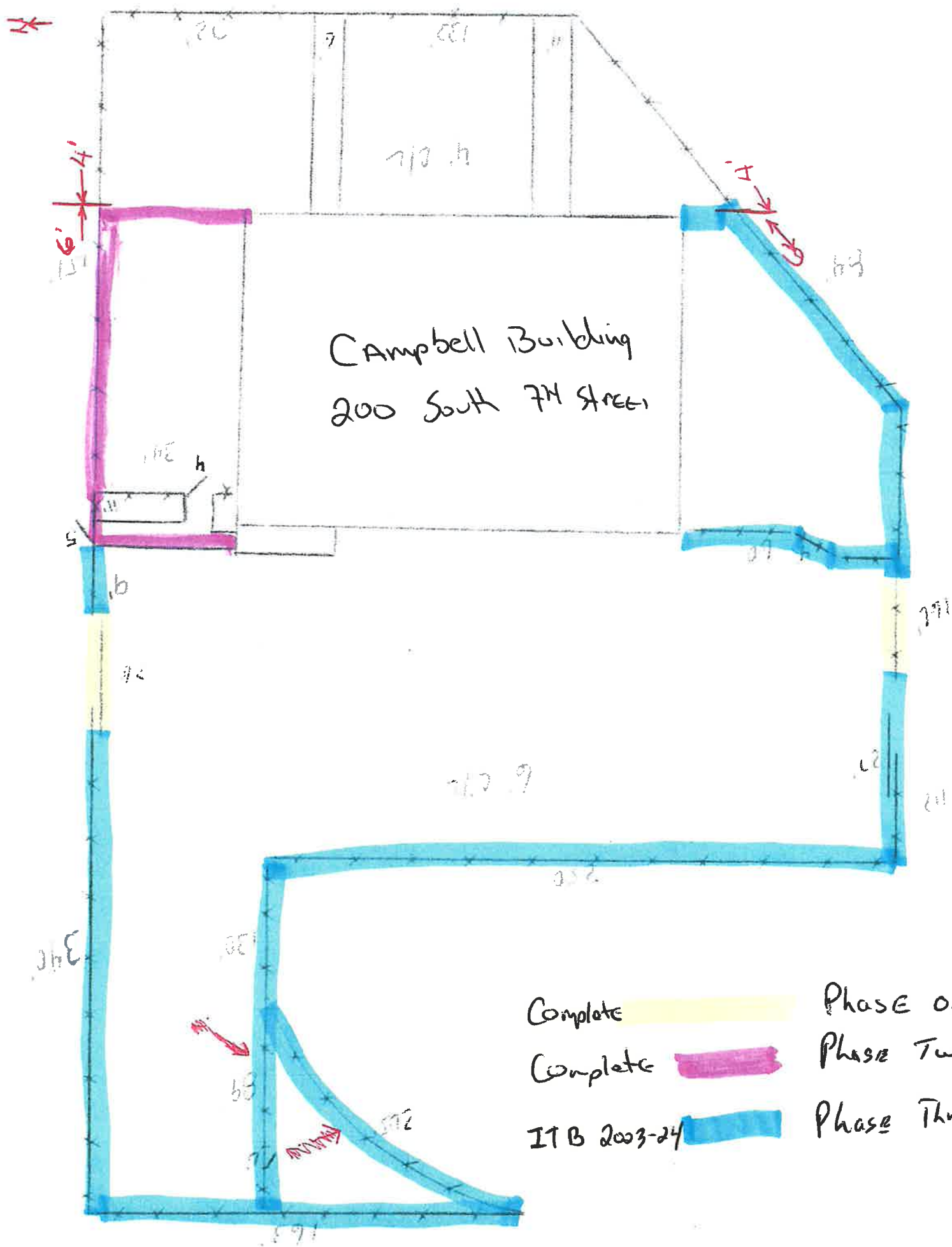
Blocks



PC GIS

Pulnam County, FL

PC GIS | Putnam County GIS | PC SOE | PC E911 | PCGIS | PCPA, PCGIS | PCPA | Putnam County Property Appraiser, Putnam County GIS | PC PDS, PC GIS |







Good Morning, COLIN BINGHAM

ACCOUNTS



SouthState Bank Payroll
Current Balance

\$7.14

SouthState Bank Colin's Account *
Current Balance



SouthState Bank Operating Account *
Current Balance

\$198,559.20

SouthState Bank Rental *
Current Balance

\$1,315.30

**Expand Your Business
with an SBA Loan**

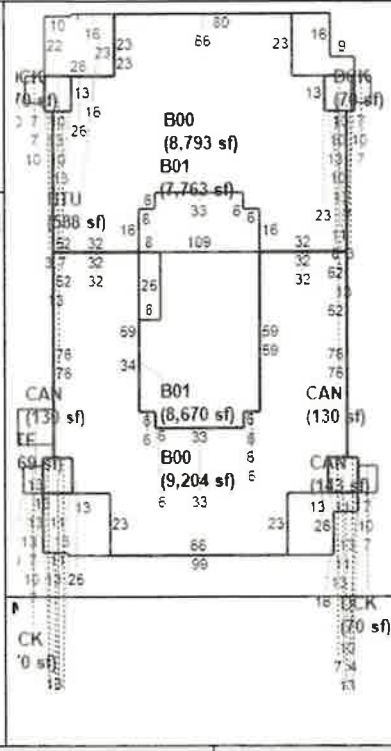
LEARN MORE

MEMBER FDIC



(<https://southstatebank.com/small-business/borrow/sba-loans>)

Parcel Owner Address Description	42-10-27-6850-0530-0010 (VID 42890) TP SCHOOLHOUSE LLC 3410 SW VISTA DR PORTLAND OR 97225 200 S 7TH ST PALATKA 32177 DICKS MAP OF PALATKA MB2 P46, ALL OF BLK 53 + THAT CLOSED, PORTION OF 8TH ST LYING S OF OAK ST + N OF LAUREL ST OR433 P80 (CAMPBELL ADMINI BUILDING)				Parcel Sales Data				QSCD	Price
	Book	Page	Instrument	Sale Date						
	1727	0937	DL	2023-10-04				I		
	1649	0208	WD	2021-12-22				01 I	1,200,000	
	1513	0252	WD	2018-07-19				01 I	450,000	
	1489	0137	WD	2017-10-24				01 I	100	
	0433	0080	ORD	1983-04-01				02 V		
Outbuildings and Extra Features										
Line	Code	Units	Length	Width	Sq Ft	Rate	Value			
1	DUTU-03C		14	14	196	4	590			
2	001-03C		1,850	1	1,850	4	5,550			
3	028-99C	1				45,300	22,650			
4	060-02C	85				1,025	76,670			
5	030-99C	34430				3	89,860			
							Total: 195,320			
Improvement Value	743,600	Use Code	08300							
BXF Value	195,320	Improvements	1							
Ind Value	136,780	Location	City of Palatka - Downtown Dist							
Market Value	1,075,700	Total Acres	1.57							
st Value CU	0	Zoning	DB							
st Value CU	0	FLUM	COM							
Market Adjusted	1,075,700									
Parcel Value Breakdown										
Using	Assessed	Minus(-)		Taxable						
District	Limited	Exemptions		Value						
County General	1,075,700	0		1,075,700						
Johns River WMD	1,075,700	0		1,075,700						
Palatka	1,075,700	0		1,075,700						
School	1,075,700	0		1,075,700						
Site	JWP	2023-08-01	DRH	2018-12-13						
Tranges	tracey	2024-01-02	tracey	2023-11-30						



Primary Improvement										Improvement Area & Additions				
scrip	Comm Office			Title Year	Substructure	01 - Continuous	Cabinet & Mill	04 - Minimum	Desc	% Rate	Rate	Sq Ft	Cost	
sa	F	Dep Rate	1.25	Title No.	Floor System	03 - Wood W/Sub Floor	Floor Finish	21 - Commercial Carpet	B00	100	106.02	17,997	1,908,042	
pa		Year Built	1929	Model	Exterior Walls	05 - Concrete Blk. Stucco	Interior Finish	02 - Plastered - Direct	B01	100	106.02	16,433	1,742,227	
\$ Base Rate	106.02	Eff Yr Built	1970	RP No or Tag	Height (Feet)	12	Paint & Decor	03 - Average	CAN	20	21.2	546	11,556	
se Sq Ft	17,997	Obs Cond		Length	Party Wall %		Plumbing Fix	30	DCK	15	15.9	280	4,453	
Good	20	Replaces Cost	3,718,015	Width	Sub Frame	02 - Masonry - Plaster	Bath Tile	06 - None	UTF	80	84.82	169	14,313	
uality	1.00	Dep Rep Cost	743,600	Lot #	Roof Framing	06 - Wood Frame/Truss (COM)	Heating & Air	11 - Heat Pump	UTU	60	63.61	588	37,425	
		Functional Obs	20	Attachments	Roof Cover	10 - Clay Tile	Electrical	03 - Average						
		Economic Obs		Account	Bed / Bath	/	Corners	26						
(More Additions on File)										Total Replacement Cost:		3,718,016		

Land															
Line	Code	Description	Depth Chart	Depth In Feet	Corner Factor	Depth Factor	Cond	Unit Price	Adj Unit Price	Units	Just Value	CU Unit Price	CU Value	Just Value CU	Taxable Value
	071	Downtown Palatka Comm Sq Ft		0	1		C050	4	2	68,389.00	136,780	0	0	0	136,780

Estimated Value with Improvements

Total:136,78000136,780

3,500.000.00

Printed 2024-03-22 11:56 AM

ELIZABETH VAN RENSBURG
CHAIR

ALLEN SHEFFIELD
VICE CHAIR

LARRY F. BEATON
BOARD MEMBER

CHRISTOPHER HOLLISTER
BOARD MEMBER

BREANNA PIERCE
BOARD MEMBER

PATTI VOGT
BOARD MEMBER

TIMOTHY JEFFERSON
BOARD MEMBER

MARY JANE ROSA
ALTERNATE BOARD MEMBER



JONATHAN GRIFFITH
INTERIM CITY MANAGER

LISA WALSH
PLANNING DIRECTOR

JANE WEST, ESQ.
CITY ATTORNEY

HISTORIC PRESERVATION BOARD

Regular meeting 1st Thursday of each month at 4:00 p.m.

CITY OF PALATKA'S CERTIFICATE OF APPROPRIATENESS HPB 23-18

FENCE FOR A DAYCARE/ELEMENTARY SCHOOL FACILITY IN THE CITY OF PALATKA HISTORIC DISTRICT HPB 23-18

JANUARY 4, 2024

The City of Palatka Historic Preservation Board (HPB) held a regularly scheduled meeting on January 4, 2024 to rehear HPB-23-18.

PROCEDURAL HISTORY:

On October 5, 2023 the HPB heard HPB 23-18, a request for a perimeter fence by applicant TP Schoolhouse, LLC, Address: 200 S. 7th Street, Palatka, FL 32177. Parcel No.: 42-10-27-6850-0530-0010. Staff recommended approval. The HPB voted unanimously to approve a Certificate of Appropriateness. The matter was appealed to the City Commission by Timothy Green pursuant to the appeal process set forth in Section 54-74. The City Commission heard the appeal on November 9, 2023. The City Commission voted 3-2 to uphold the HPB's decision. Thereafter, Timothy Green requested an agenda item for a Motion for Reconsideration. On December 14, the City Commission voted unanimously to reconsider the motion that upheld the HPB's decision and remanded the matter back to the HPB with instructions to follow the guidance of the Secretary of Interior's Standards for the Treatment of Historic Properties. On January 4, 2024 the HPB reheard the matter and considered the following applicable relevant laws, codes, and guidelines:

1. Certificate of Appropriateness Criteria Sec. 54-79
2. Secretary of the Interior's Standards for the Treatment of Historic Properties, 36 C.F.R. Part 67
3. Florida Department of Children & Families Child Care Facility Requirements
4. Marjory Stoneman Douglas High School Public Safety Commission – Florida State Requirements for Educational Facilities Regarding Security

After considering all the relevant applicable laws, codes, and guidelines, the HPB voted unanimously to once again approve of the Certificate of Appropriateness.

FINDINGS OF FACT:

Criteria Met?

YES NO

Criteria Description

X		General considerations: In reviewing an application for a COA the board SHALL consider the design and appearance of the structure, including the interior, front, sides, rear and roof; materials, textures and colors, and plot, plan or site layout, including features such as walls, walks, terraces, plantings, accessory structures, signs, lights, awnings, canopies and other appurtenances. City of Palatka Code Section 54-79(a)
X		COA SHALL be based on the conformance of the proposed work to the Secretary of the Interior's Standards for Rehabilitation. City of Palatka Code Section 54-79(a)
	X	Will the proposed alteration materially impair the architectural or historic value of the structure? City of Palatka Code Sec. 54-79(b)(1)
X		Does the proposal install protective fencing, bollards, and stanchions in the setting, when necessary for security, that are as unobtrusive as possible? [Obtrusive – fails to take into consideration the location and visibility so that they negatively impact the historic character of the setting] Secretary of the Interior's Standards for the Treatment of Historic Properties
X		A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristic of the building and its site and environment. Secretary of Interior's Standards of Rehabilitation (SISR)
X		The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided. Secretary of Interior's Standards of Rehabilitation (SISR)
X		New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale and architectural features to property the historic integrity of the property and its environment. Secretary of Interior's Standards of Rehabilitation (SISR)
X		Does the outdoor play area have adequate fencing or walls that are a minimum of 4 feet in height? Florida Department of Children & Families Child Care Facility Requirements Section 3.5 Outdoor Play Area Section F.
X		Is the proposed fencing, including gates, continuous without any gaps or openings larger than 3 ½ inches that would allow children to exit the outdoor play area? Florida Department of Children & Families Child Care Facility Requirements Section 3.5 Outdoor Play Area Section F.
X		Does the proposed fencing provide for two exits? Florida Department of Children & Families Child Care Facility Requirements Section 3.5 Outdoor Play Area Section F.
X		All pre-K, kindergarten, and daycare areas shall be separated by fence that is a minimum height of four feet. Florida Department of Education Fencing criteria

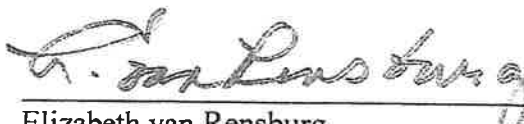
X		For pre-K through grade 5 facilities, additional hazards shall be fenced, locked and secured, including play fields that are adjacent to roadways. Florida Department of Education Fencing criteria
X		Is the material nonflammable, durable and low-maintenance? Marjory Stoneman Douglas High School Public Safety Commission – Florida State Requirements for Educational Facilities Regarding Security
X		Is the height of the fence in accordance with local zoning regulations? Marjory Stoneman Douglas High School Public Safety Commission – Florida State Requirements for Educational Facilities Regarding Security
X		Fencing should be used that does not permit footholds that would encourage climbing. Marjory Stoneman Douglas High School Public Safety Commission – Florida State Requirements for Educational Facilities Regarding Security

CONCLUSIONS OF LAW AND ORDER:

The Historic Preservation Board ORDERS the approval of a Certificate of Appropriateness for HPB 23-18 200 S 7th St for the proposed improvements that have been listed by the applicant. The Historic Preservation Board concludes that the application to meet the criteria set forth in City code, Department of the Interior Standards, and the Florida Department of Children and Families Services requirements, as set forth in detail above. The Historic Preservation Board further orders that xeriscape landscaping will be incorporated so as to mitigate the visual impact of the proposed chain link fence. The landscape plantings shall take place on three sides of the building, including on Laurel, the 200 block of S. 7th Street, and on Oak St. before the parking lot approx. 150 feet., specifically the section of Oak Street that is closest to S. 7th Street. The applicant has further agreed to place the landscaping on the exterior, rather than interior, of the proposed fence.

This is a FINAL ORDER of the HPB and is non-appealable via Section 54-74 of the City of Palatka City Code. as all administrative remedies related to HPB 23-18 have been exhausted.

DATED: January 16, 2024


 Elizabeth van Rensburg,
 Chair, Historic Preservation Board


 Jane West, Esq.,
 City Attorney

March 20, 2024

City of Palatka Community Redevelopment Agency
Attention: City Clerk
201 North Second Street
Palatka, FL 32177

Subject: Application for Building Improvement Grant Cost Sharing Program

Per the guidelines released by the City of Palatka Community Redevelopment Agency in the solicitation for applications for the Building Improvement Grant Cost Share Program, I respectfully submit the following and request the sum of \$3,525.00 for the beautification of the corner property located at the intersection of Laurel and Kirkland Streets in the heart of the Southern Historic District. This sum represents half of the total cost for the project which is itemized in Attachment A along with proof of personal finances to complete the project, (See Attachment B – Bank Statement)

I am the proud owner of the 119-year-old cottage on the corner of Laurel and Kirkland Streets in the heart of the Southern Historic District. Just two years ago, this quaint cottage was a dilapidated eyesore at the corner of a very busy six-point intersection. (See Attachment C for Before and After pictures).

This busy intersection is used continuously by tourists for access to both the downtown and river areas. If first impressions are as important as believed, we may have lost countless tourist dollars when they first glimpsed this previously run-down, neglected structure.

After two years of sweat and perseverance, and significant dollars, this lovely cottage was proudly returned to its full charm and beauty. I propose we continue the beautification process beyond the house to the very property itself. Guests to Palatka should have their first impression be a charming cottage nestled in a beautifully landscaped corner property.

Unfortunately, this six-point intersection has a history of cars racing noisily through it, even driving or parking on the lawn, making it impossible to expand landscaping without first installing a fence. In keeping with the character of the historic area, I propose installing a white picket fence, and then add landscaping, to beautify that area.

Thank you for your consideration and making the beautification of this corner property a reality. I hope you are as excited about it as I. I have included my contact information along with proof of ownership via the tax assessment as directed, (See Attachment D).

I, the undersigned, acknowledge that I have read and understand the grant requirements.

Michele Bruno

Michele Bruno



THIS INSTRUMENT PREPARED BY

Christa Harrison

GULLETT TITLE, INC.

117 NORTH SUMMIT STREET

CRESCENT CITY, FLORIDA 32112

Our File No.: **C4157A**

Property Appraisers Parcel Identification (Folio) Number: **42-10-27-6850-0410-0013**

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

This ORIGINAL INSTRUMENT was
RECORDED ELECTRONICALLY
in Putnam County
on 18th Nov 2020 by GULLETT TITLE
888.328.5106 | www.GullettTitle.com

WARRANTY DEED

THIS WARRANTY DEED, made the **13th** day of **November, 2020** by **JOHN W. TRENDLER, a/k/a JOHN TRENDLER**, whose post office address is 2443 Aloha Lane, Middleburg, FL 32068 herein called the Grantor, to **MICHELE JOYCE BRUNO and ERICA BALLARD, as joint tenants with full rights of survivorship** whose post office address is 706 Legacy Farm Drive, Huntsville, AL 35802, hereinafter called the Grantees:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of Thirty-Seven Thousand Five Hundred and 00/100 (\$37,500.00) Dollars, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, their heirs and assigns forever, all that certain land situate in Putnam County, State of Florida, viz.:

Being part of the Northeasterly 48 feet of Lot 1 of Block 41, CITY OF PALATKA, and more particularly described as follows:

BEGINNING at a point on the Westerly line of Kirkland Street 104 feet Northerly from the intersection of the boundary line between Lots 1 and 8 of Block 41, CITY OF PALATKA, with said Westerly line of Kirkland Street, and running thence Westerly at right angles to Kirkland Street 48 feet; thence Northerly parallel with Kirkland Street to Laurel Street; thence Easterly along the Southerly line of Laurel Street to the Westerly line of Kirkland Street; thence Southerly along the Westerly line of Kirkland Street to the **POINT OF BEGINNING**.

The Grantor warrants that the above described property is not the Grantor's homestead as that term is defined pursuant to Article X, Section 4, Constitution of the State of Florida because neither the Grantor nor any dependents of the Grantor reside on the above described real property or upon any contiguous thereto.

SUBJECT TO any and all easements, restrictions and reservations of record and taxes for the year 2021 and thereafter.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantees that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

. **WITNESS WHEREOF**, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

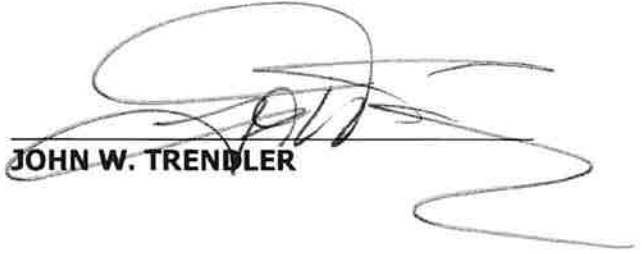


Witness #1 Signature
CHRISTA L. HARRISON

Witness #1 Printed Name


Witness #2 Signature
LEAH JOHNSTON

Witness #2 Printed Name



JOHN W. TRENDLER

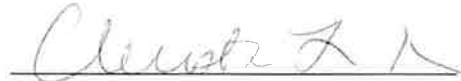
**STATE OF FLORIDA
COUNTY OF PUTNAM**

The foregoing instrument was acknowledged by means of physical presence before me this 13th day of November, 2020, by JOHN W. TRENDLER who is personally known to me or has produced a driver's license as identification and ☐ did ☒ did not take an oath.

{SEAL}



My commission expires:



Notary Public
CHRISTA L. HARRISON

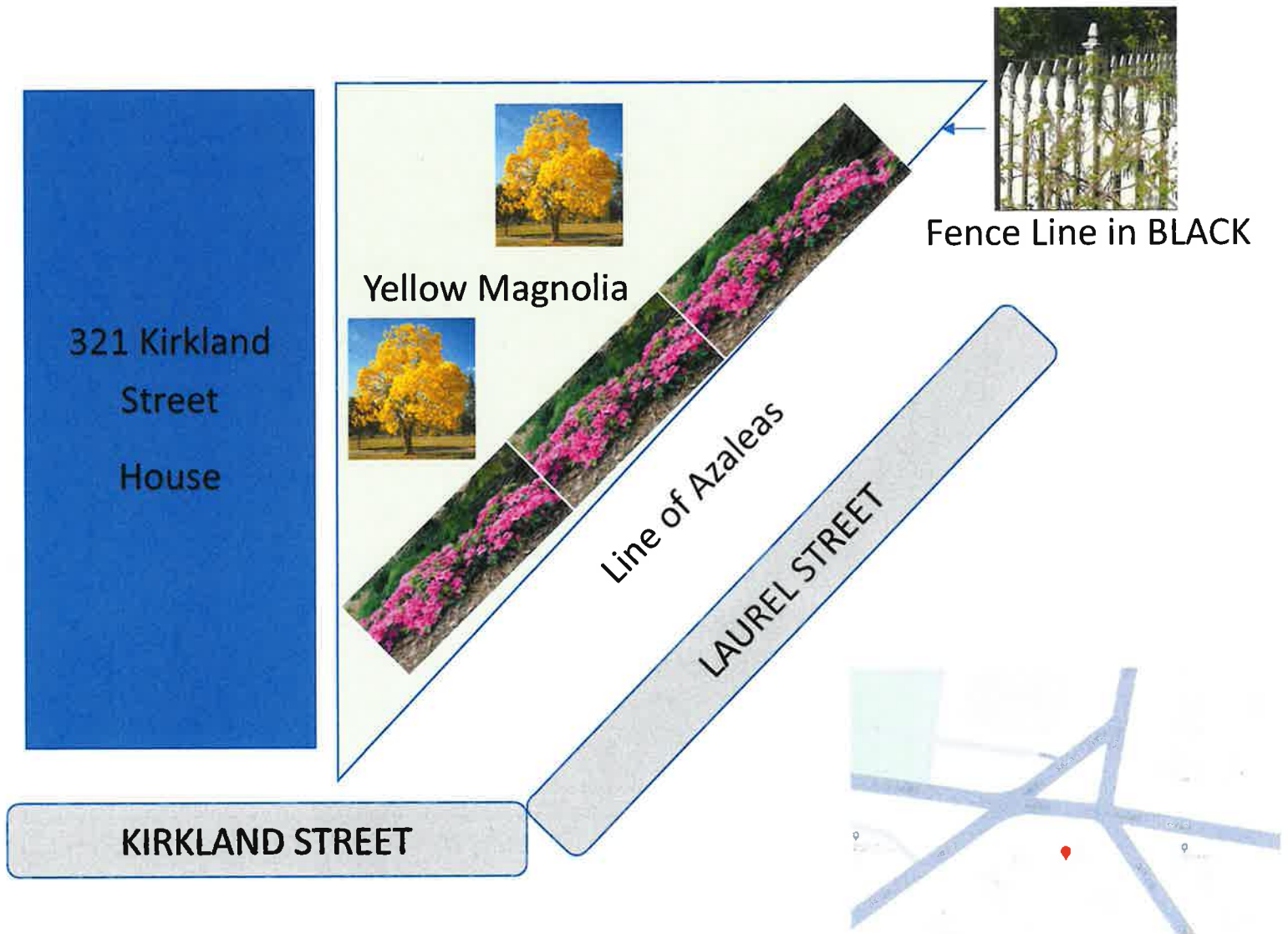
Printed Notary Name

ATTACHMENT C
BEFORE & AFTER PHOTOS



ATTACHMENT A

PROJECT ESTIMATE with SAMPLE PHOTO



Land Preparations & Treatment	\$750.00
Sod, Installed	\$500.00
Wooden Fencing, Installed	\$3,700.00
4' Gate for access	\$350.00
White Paint (Materials & Labor)	\$700.00
Landscaping (Materials & Labor)	\$750.00
Provides historical ambience, shade and noise abatement. (25 plants, 3 ft apart. 2 lot appropriate shade trees, rough maturity 5-6 years)	
Signage	\$300.00
Total Cost Estimate	\$7,500.00

ATTACHMENT B

FINANCIAL PROOF OF FUNDS for 50% of PROJECT

ACCOUNT SUMMARY

Statement Balance as of 01/18		4,687.75
Plus	1 Deposits and Other Credits	2,364.40
Plus	Interest Paid	0.04
Less	8 Checks and Other Debits	1,008.06
Statement Balance as of 02/17		6,044.13

	Total for this cycle	Total Year to Date
Grace Period OD/NSF Refund	\$0.00	\$0.00

ACCOUNT ACTIVITY

Transactions by Date

DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE
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ATTACHMENT D

TAX ASSESSMENT & CONTACT INFORMATION

Michele Bruno
321 Kirkland Street
Palatka, Florida 32177

michelejbruno@gmail.com

856-625-7340



2023 REAL ESTATE Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

ACCOUNT NUMBER	CONTROL NUMBER	ESCROW CODE	DELINQUENT TAX YEAR(S) NOT INCLUDED IN THIS BILL
42-10-27-6850-0410-0013	42746		

ACCOUNT NUMBER: 42-10-27-6850-0410-0013

Parcel 911 Address:
321 KIRKLAND ST PALATKA



20
7
6932

BRUNO MICHELE JOYCE
321 KIRKLAND ST
PALATKA FL 32177-5143

Property Description:
DICKS MAP OF PALATKA MB2 P46, BLK 41 PT OF LOT 1
BK121 P362



AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
PUTNAM COUNTY GENERAL FUND	8.8441	93,110	50,000	43,110	381.27
SCHOOL LOCAL REQUIRED EFFORT	3.1150	93,110	25,000	68,110	212.16
SCHOOL DISTRICT DISCRETIONARY	0.7480	93,110	25,000	68,110	50.95
SCHOOL DISTRICT CAPITAL OUTLAY	1.5000	93,110	25,000	68,110	102.17
VOTED DISTRICT SCHOOL DEBT	0.8670	93,110	25,000	68,110	59.05
ST. JOHNS RIVER WATER MGMT	0.1793	93,110	50,000	43,110	7.73
CITY OF PALATKA	6.4000	93,110	50,000	43,110	275.90

TOTAL MILLAGE	21.653400	TOTAL AD VALOREM TAXES	\$1,089.23
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EXEMPTIONS

CONSTITUTIONAL HOMESTEAD * ADDITIONAL HOMESTEAD

SCAN TO PAY ONLINE



Save Time! Pay online at:
www.putnamtax.com

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	UNIT	AMOUNT
SOLID WASTE PALATKA LANDFILL	134.00	1	134.00
PALATKA FIRE PROTECTION	304.87	1	304.87

TOTAL NON-AD VALOREM ASSESSMENTS \$438.87

COMBINED TAXES AND ASSESSMENTS **\$1,528.10**

IF PAID BY	Nov 30, 2023	Dec 31, 2023	Jan 31, 2024	Feb 29, 2024	Mar 31, 2024	April 1, 2024 Delinquent
PLEASE PAY	\$1,466.98	\$1,482.26	\$1,497.54	\$1,512.82	\$1,528.10	Penalties and Fees Apply

PAY IN U.S. FUNDS FROM A U.S. BANK (NO POSTDATED CHECKS) TO: PUTNAM COUNTY TAX COLLECTOR

ACCOUNT NUMBER

2023 REAL ESTATE
Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

RETAIN THIS PORTION FOR YOUR RECORDS

**Building Improvement Grant
Cost Share Program**

Appeals must be filed with the City of Palatka City Clerk at 201 North Second Street, Palatka, FL 32177 and will be considered at the next regularly scheduled meeting.

In the event the recipient transfers, sells, conveys, or in any other manner divests itself of ownership of the property which is the subject of the Grant within three (3) years following the completion of the repairs/renovations which are funded by the Grant, the entire amount of the Grant funds shall be repaid to the City. This obligation of repayment shall be one which runs with the land and shall be evidenced by a recorded instrument which shall be satisfied upon repayment of the Grant or upon expiration of the three (3) year look-back period. For purposes of this term, "completion" shall be defined as that date when a certificate of occupancy is issued or when all required building permits obtained in association with the repairs/renovations have been "finalized".

IV. Selection and Evaluation Criteria

The CRA board shall appoint a committee of citizens and business owners to review and rank applications for recommendation to the CRA. The evaluation will occur in accordance with the evaluation criteria as soon as practical at a time and place to be determined but not more than 30 days after the deadline. The criteria that the CRA shall use in evaluating proposals include, but are not limited to;

Criteria	Points
Project Quality: Quality of the proposed improvements (i.e. material, design, and construction method) and adherence to historic standards. Those projects with approved Certificate of Appropriateness, and all applicable building permits will receive priority.	25
Project Feasibility: The level of detail and accurateness of the project scope of work, budget and plans.	25
Redevelopment Impact: degree to which Grant funds are to be applied in eliminating blight and stabilizing or increasing property values in immediate area	50

*** Any application which receives an average total score of less than 70 points shall not be awarded funds.**

I hereby acknowledge that I have read, understand and agree to the terms of this document and that I am authorized to execute this Agreement.

<u>Michele J Bruno</u>	<u>3/20/2024</u>
Signature	Date
<u>Michele J. Bruno</u>	<u>Owner</u>
Printed Name	Title
<u>michele 08053@yahoo.com</u>	
Email	

**Building Improvement Grant
Cost Share Program**

856-625-7340

Phone

321 Kirkland St., Palatka, Fl. 32177

Project 911 Address

42-10-27-6850~0410-0013

Project Parcel(s)