

ROBERTA M. CORREA
MAYOR - COMMISSIONER

ANNIE H. DAVIS
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



MARCIA G. CARTY, CPA, CGFO
INTERIM CITY MANAGER
FINANCE DIRECTOR

JANE WEST, ESQ.
CITY ATTORNEY

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

AGENDA
CITY COMMISSION MEETING
January 9, 2025 at 6:00 PM

1. CALL TO ORDER

- a. Invocation
- b. Pledge of Allegiance led by Commissioner Campbell
- c. Roll Call

2. APPROVAL OF MINUTES

- a. December 12, 2024 meeting
- b. December 18, 2024 Special Called Meeting

3. PUBLIC RECOGNITION/PRESENTATIONS

- a. PROCLAMATION - 50th Anniversary of the St. Johns-Putnam-Flagler Charmettes
- b. PROCLAMATION - Arbor Day, January 17, 2025
- c. PROCLAMATION - Martin Luther King, Jr Day - Jan. 20, 2025
- d. PRESENTATION - Jenkins Community Center "Newtown Museum and Cultural Center of Palatka"
- e. RECOGNITION - Police and Fire Departments Life Saving Awards

4. CITY MANAGER AND ADMINISTRATIVE REPORTS

- a. PRESENTATION - Police Department
- b. UPDATE - City Manager Search, Jim Hanson, Senior Advisor FCCMA
- c. UPDATE - Replacement of Aeration Tower and Repair of Aeration Tower 2
- d. Final Investigative Report - Greg Rossman, Esq.

5. PUBLIC COMMENTS

- a. **Public Comments** - (Speakers limited to three minutes - no action taken on items)
- b. **Commission and Staff Response**

6. CONSENT AGENDA

- a. RATIFY APPOINTMENT of Amanda Hayes as the Acting City Clerk
- b. ACCEPTANCE of the resignation of Nicole Grace from the Tree Committee

- c. ADOPT RESOLUTION 2025-R-01 ratifying a Residential Purchase and Services Agreement with Vector Security, Inc. for Alarm Services
- d. ADOPT RESOLUTION 2025-R-02 authorizing the execution of an agreement for Employee Assistance Provider services with Dr. Townsend & Associates
- e. ADOPT RESOLUTION 2024-R-03 authorizing execution of a contract agreement with ADP for Payroll and Human Resource Services Software
- f. ADOPT RESOLUTION 2025-R-04 authorizing a FY 2024-2025 budget transfer in the amount of \$423,394.18 from City Share Downtown Streetscapes for the County led St. Johns Avenue Reconstruction Resurfacing project
- g. ADOPT RESOLUTION 2025-R-05 rejecting all bids for Request for Proposals (RFP) 2024-22 City of Palatka Fire Department Main Station #1 Re-Roof
- h. ADOPT RESOLUTION 2025-R-06 authorizing the Mayor to sign and certify the Palatka Housing Authority 2025 Annual Plan for consistency with the City Comprehensive Plan
- i. ADOPT RESOLUTION 2025-R-07 granting a special events permit to DPI/DPE for Gem City Vintage Market to be held the first Saturday of each month through April 2025
- j. ADOPT RESOLUTION 2025-R-08 granting a special events permit to The African American Cultural Arts Council for the Annual MLK festival to be held on January 20, 2025
- k. ADOPT RESOLUTION 2025-R-09 granting a special events permit to DPI/DPE for Historic Palatka Treasure Market to be held March 15 and October 11, 2025.
- l. ADOPT RESOLUTION 2025-R-10 granting a special events permit to DPE/DPI for St. Patrick's Day parade to be held March 17, 2025
- m. ADOPT RESOLUTION 2025-R-11 granting a special events permit to DPI/DPE for the Fourth of July Parade to be held July 4, 2025

7. REGULAR BUSINESS

- a. Recess for 10 minutes at 7:30 PM.
- b. DISCUSSION/DIRECTION - Re: Interim City Manager
- c. DISCUSSION/DIRECTION - Team Building

8. PUBLIC HEARINGS

- a. ORDINANCE 2024-15 establishing the McLaury Cove Townhome Community Planned Unit Development Parcel Nos.:10-10-26-0000-0130-0010; 10-10-26-0000-0200-0060 (first reading)
- b. ORDINANCE 2024-16 rezoning 110 South State Rd. 19 Rezone from General Commercial (C-1) to Intensive Commercial (C-2) Parcel No.:11-10-26-0000-0143-0020 Applicant: Pellicer Trust (first reading)

9. COMMISSIONER COMMENTS

10. ADJOURN

Upcoming Events January 17, 2025 Arbor Day January 20, 2025 City Offices Closed - Martin Luther King Jr.	Board Vacancies Historic Preservation Board - 1 vacancy - 5 upcoming in February 2025
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Day	Zoning Board of Appeals - 3 vacancies
January 23, 2025 Palatka City Commission Meeting 6:00 PM	Police Officers' Pension Board - 1 vacancy
February 10, 2025 Palatka Community Redevelopment Meeting 5:00 PM	General Employees Pension Board - 2 vacancies
February 13, 2025 Palatka City Commission Meeting 6:00 PM	Putnam County Library Board - 1 City appointment vacancy
March 13, 2025 Palatka City Commission Meeting 6:00 PM	Putnam County Better Place Plan Oversight Committee - 1 City appointment
March 19-20, 2025 Rural Counties Day - Tallahassee, FL	Palatka Gas Authority 2 in January 2025
	Firefighters Pension Board -1 vacancy and 1 upcoming in January 2025
	Palatka Housing Authority - 2 upcoming in April 2025

December 12, 2024 meeting

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The Clerk's Office is asking for approval of the Minutes of December 12, 2024.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Approve as read.

ATTACHMENTS

1.	2024.12.12
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ROBERTA M. CORREA
MAYOR - COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



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CITY CLERK

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

MINUTES
CITY OF PALATKA
December 12, 2024

The minutes of the proceedings of the regular meeting of the Palatka City Commission held on Thursday, December 12, 2024 at 6:00 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

1. CALL TO ORDER at 6:00 PM

a. Invocation

led by Chaplain Mulberry.

b. Pledge of Allegiance led by Commissioner McCaskill

led by Commissioner Campbell.

c. Roll Call

Present:

Commissioner Justin Campbell
Mayor Roberta Correa

Absent:

Commissioner Tammie McCaskill (excused)
Commissioner Will Jones
Commissioner Rufus Borom (excused)

Also present: Marcia Carty, Interim City Manager/Finance Director; Jane West, City Attorney; Sunni Krantz, City Clerk; Amanda Hayes, Assistant City Clerk; Virginia Jones, HR Manager; Joe Verrechio, Interim Public Works; Peter Willott, Public Information Officer; Eddie Cutwright, Community Affairs Director; Chris Taylor, Fire Chief; Jason Shaw, Police Chief; Matt Newcomb, Assistant Police Chief; Yul McNair, Airport Manager; Annie Henderson Davis, Commissioner-Elect; Ronnie Davis; Terrill Hill, former Mayor; Allegra Kitchens, former City Commissioner; Alonzo Mulberry, City Chaplain (via telecommunications technology); Tavarence Clark; Lynn Roberson; Tyronne Bennett; Sarah Cavacini, Palatka Daily News

Mayor Correa advised we do not have quorum at this time. She advised the items on today's agenda will be heard at a special called meeting to be scheduled.

Motion to adjourn by Commissioner Campbell at 6:03 PM.

MINUTES
Palatka City Commission
December 12, 2024

By: Its Mayor

Attest:

City Clerk

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

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The Clerk's Office is requesting approval of the December 18th Special Called Meeting's Minutes.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Approve as read.

ATTACHMENTS

1.	2024.12.18 special called
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ROBERTA M. CORREA
MAYOR - COMMISSIONER

TAMMIE MCCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
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CHRIS TAYLOR
CHIEF, FIRE DEPT

MINUTES
CITY OF PALATKA
December 18, 2024

The minutes of the proceedings of the regular meeting of the Palatka City Commission held on Wednesday, December 18, 2024 at 5:00 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177.

1. **CALL TO ORDER** The meeting was called to order at 5:01 PM.

a. **Special Called Meeting Notice**

The notice was read by the Clerk.

b. **Invocation**

Invocation was led by Chaplain Mulberry.

c. **Pledge of Allegiance**

The pledge of allegiance was led by Commissioner Jones.

d. **Roll Call**

Present:

Commissioner Tammie McCaskill

Commissioner Justin Campbell

Commissioner Will Jones

Commissioner Rufus Borom

Mayor Roberta Correa

Also Present: Marcia Carty, Interim City Manager/Finance Director; Jane West, City Attorney; Sunni Krantz, City Clerk; Amanda Hayes, Assistant City Clerk; Virginia Jones, HR Manager; Peter Willott, Public Information Officer; Eddie Cutwright, Community Affairs Director; Chris Taylor, Fire Chief; Jason Shaw, Police Chief; Matt Newcomb, Assistant Police Chief; Yul McNair, Airport Manager; Allegra Kitchens, former City Commissioner; Alonzo Mulberry, City Chaplain (via telecommunications technology); Daphne Brusoe, Grant Writer; Annie Davis, Commissioner-Elect; Tavarence Clark; Sam Deputy; Sarah Cavacini, Palatka Daily News; Tarsha Givens; Brittany Spangler; Tim Harley; Walton Pellicer, Putnam County Commissioner; Erin Hewes; Cindy Marvin; Georgia Mitchell; Vicki Duke; Terrill Hill, former Mayor; Allegra Kitchens, former City Commissioner

2. **APPROVAL OF MINUTES**

a. **November 14, 2024**

Motion to approve by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.

3. **PUBLIC RECOGNITION/PRESENTATIONS**

a. **IN THE SPOTLIGHT - Employee of the Month**

Ms. Jones recognized Jackie Pappas as December 2024 Employee of the Month. Daphne Brusoe nominated Ms. Pappas for holding the Grant department together when the other members of the department resigned.

4. CITY MANAGER AND ADMINISTRATIVE REPORTS

a. UPDATE - Airport Land Swap

Ms. Carty provided an update, the Airport Advisory Board met and recommended moving forward with the Airport land swap with Jeffrey Nations. Internal financial transactions between the City and the Airport have been completed for the City's purchase of land from the Airport.

b. UPDATE - Former Employee Investigation

Ms. Carty provided an update on the investigation of two former employees. Mr. Rossman, the attorney conducting the investigation into the former Assistant City Manager has submitted a final report. He has submitted the report to the Florida Department of Law Enforcement and the State Attorney's Office. The other investigation concerning the former City Manager, is substantially starting now. Ms. Jones advised some of the complainants are still employed by the City.

Commission discussion commenced with Ms. Carty regarding the investigation into the actions of the former Assistant City Manager. Commissioner Jones expressed concerns regarding conflicts of interest are still being heard by the Commission. Ms. West advised she is unaware of any items on the agenda today included in the report. The Commission has tabled the Kelley Smith School Road item. Ms. Carty advised the investigator issued an initial report in September 2024 and the final report on November 28. Ms. Carty has asked the City Attorney to provide a summary of the investigation report. Ms. West advised Kelley Smith School Road, The River Center, and the Airport Land Swap items were the items covered by the investigator. The investigator was not able to find any wrong doing by Mr. Griffith during the land swap. The City Attorney and Manager have requested from the attorney for the applicant of the Kelley Smith School Road project a chronology of all communication with all City Staff.

Commissioner Jones requested the City Attorney or Manager file an ethics complaint. Ms. West responded in doing so, there are risks that the City would take on, such as award of attorney's fees, if we do not know the allegations of the anonymous complainant. Commissioner Borom advised the Ethics Complaint was to run parallel to the independent attorney investigation. Commissioner Campbell asked to bring in Mr. Rossman for a future meeting. Staff will reach out to Mr. Rossman, the investigator, to see if there is anyone at the state agencies that the City can contact as well.

5. PUBLIC COMMENTS

a. **Public Comments** - (Speakers limited to three minutes - no action taken on items)

The floor was opened to public comment.

Sam Deputy, Palatka, FL, thanked the Mayor and Ms. Carty for their support for the Christmas Parade, he also thanked Chief Shaw, Captain Tobby Williams, Joe Verrechio, and Jessica Cruz for their help during the parade.

Tavarence Clark, Palatka, FL - spoke regarding a fire inspection that occurred on October 19, 2023, after the City allegedly transferred his business fraudulently on in June 2023. He provided a handout.

Tarsha Givens, Palatka, FL - spoke regarding Epic Cure becoming a tenant in the garage building of the historic Central Academy.

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Palatka City Commission
Special Called Meeting
December 18, 2024

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

b. **Commission and Staff Response**

Commissioner Campbell advised someone in the Christmas parade cut out in front of he and Commissioner McCaskill. Mr. Deputy responded safety is his upmost priority for the parade.

Ms. Carty advised the Commission City Staff will again review Mr. Clark's matter to see if there is anything that was not brought to us in the past. Ms. Carty offered to meet with Mr. Clark to come this Friday. Ms. West advised the fire inspection does not have anything to do with Mr. Clark's criminal charges of grand theft.

6. **CONSENT AGENDA Motion to Approve by Commissioner Campbell. Seconded by Commissioner Borom. The Motion Passed unanimously.**

- a. ACCEPTANCE of the resignation of Caitlin Owens from the Planning Board
- b. REAPPOINT - Ed Killebrew and Earl Wallace to the Planning Board for 3-year terms
- c. RATIFICATION of Putnam County's appointment of County Commissioner Walton Pellicer to the CRA governing board
- d. ADOPT RESOLUTION 2024-R-256 revising Appendix 11 (Break Policy) of the Personnel Policy
- e. ADOPT RESOLUTION 2024-R-257 revising Section 11 (Termination Policy) of the Personnel Policy
- f. ADOPT RESOLUTION 2024-R-246 authorizing the submission of the SJRWMD Fee Reduction Application Form for Permit Applications
- g. ADOPT RESOLUTION 2024-R-247 authorizing the execution of Change Order No. 1 with Halifax Paving, Inc. for the Palatka Airport West Taxilane & Fueling Apron Project (reduction in the amount of \$16,302)
- h. ADOPT RESOLUTION 2024-R-254 authorizing an extension to pay the reduced code enforcement lien (604 Bronson Street)
- i. ADOPT RESOLUTION 2024-R-249 granting a special events permit to Fishing with Jim Austin Tournament Trail February 14 - 15, 2025 at the Palatka Riverfront

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December 18, 2024

- j. ADOPT RESOLUTION 2024-R-250 granting a special events permit to Fishers of Men National Tournament Trail Florida North Division for Fishers of Men Florida North Team Trail 2025 Bass Fishing Tournament January 18, 2025 at the City Docks
- k. ADOPT RESOLUTION 2024-R-251 authorizing execution of FEMA Subaward Agreement Z4854 for DR 4828 Hurricane Helene for reimbursement to the City for FEMA obligated Hurricane expenses for debris removal and emergency protective measures in an estimated amount \$358,269.46
- l. ADOPT RESOLUTION 2024-R-252 authorizing execution of FEMA Subaward Agreement Z4902 for DR 4834 Hurricane Milton for reimbursement to the City for FEMA obligated Hurricane expenses (unknown amount)
- m. ADOPT RESOLUTION 2024-R-253 authorizing the award of a contract for engineering services with North Florida Professional Services for the City of Palatka Safe Streets Action Plan Initiative
- n. ADOPT RESOLUTION 2024-R-255 authorizing the Award of ITB 2024-24 and the execution of a Contract with ER Rooter, Inc. in an amount not to exceed \$135,270 for the Construction of the Hank Bryan Park Restrooms
- o. ADOPT RESOLUTION 2024-R-262 authorizing the single/sole source purchase with Power & Pumps for parts and equipment for lift station #29 (Winn-Dixie) to address capacity needs in an amount not to exceed \$40,510.51 using FY 24-25 capital funds
- p. ADOPT RESOLUTION 2024-R-260 approve settlement in City of Palatka v. Khrobostova, 314 Emmett St.
- q. ADOPT RESOLUTION 2024-R-259 - Release of Lien for 518 N. 10th Street, Palatka (Rachel Douglas-Jones)

7. REGULAR BUSINESS

- a. Recess for 10 minutes at 7:30 PM.
- b. DISCUSSION/DIRECTION - American Rescue Plan Act (ARPA) funds

Ms. Carty asked the Commission to take action to encumber funds (not award) as the City must encumber any ARPA funds that have not been spent. We have encumbered \$111,000. We have a remaining \$1,517,000 that we will encumber before December 31. Ms. Carty asked for input on the suggestions in the draft: 1) In other public health services, we encumbered MedEx. 2) In Housing/Homeless we have \$50,000 and encumber for Putnam County Caring Coalition, Bread of Life, Heart of Putnam, Christian Service Center, and New Creation. 3) For housing assistance, we have \$490,115 we have St. Johns Housing Partnership. 4) For emotional and mental

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health, we have SMA Healthcare Mental. 5) Education Assistance: St. Johns River State College and Police Athletic League. She advised we also have earmarked: DW Transmission Palm to Moseley \$170,000; GIS Palatka Heights, completed; Lead and Copper (almost completed) \$160,000; Provision of Government Services (Sports Complex); Vacant Property Purchases and Abatement (we do not have vendors but we are doing this through our Code Enforcement division); Road Maintenance at \$114,000 is for CHW, Halifax Paving, and PNS Paving. Discussion commenced regarding road resurfacing.

There was a request from Calvary Missionary Baptist Church for \$35,000 from ARPA for public health and \$15,000 from mental health. Ms. Carty advised she will meet with their representatives again.

Motion to allow Staff to encumber the line items that are presented with the ability to come back with vendors by Commissioner Campbell. Seconded by Commissioner Jones. The Motion Passed unanimously.

- i) Putnam County Caring Coalition, Inc. request for funding to maintain public toilets and staff temporary space

Cindy Marvin presented Georgia Mitchell to present the proposal from Putnam County Caring Coalition. Ms. Mitchell asked for \$25,000 for a temporary location. They intend to find a more permanent location. Presently they are located at the First Presbyterian Church and provide services from 7:00 PM – 7:00 AM. There is a handshake agreement between them and the First Presbyterian Church. They do not pay rent, utilities, or administration. They have operational costs.

- c. REPORT Supervisor of Elections - Official Election Results

The Clerk read the official election results for the City of Palatka Commissioners, Group 1 and 3.

For City of Palatka Commissioner, Group 1, the whole number of votes cast was 3,419 of which:

Annie Henderson Davis received 2,244 votes

Allegra Kitchens received 1,175 votes

For City of Palatka Commissioner, Group 3, the whole number of votes cast was 3,494 of which:

Willie Jones received 1,961 votes

Elizabeth Van Rensburg received 1,533 votes

Motion to accept the report by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion unanimously.

- d. REQUEST - Episcopal Children's Services request for \$3,000 for grant match for school readiness program.

Brittany Spangler with Episcopal Children's Services presented a request for \$3,000 grant match for a school readiness program. Commissioner Campbell has offered to give from his own funding. Ms. Carty indicated that there can be other funding sources besides Commission special event funding.

Commissioner Borom suggested adding a line item to each fiscal year's budget to continue the donation in future years.

Motion to allocate \$3,000 for grant matching and Staff to provide the appropriate funding source by Commissioner Campbell. Seconded by Commissioner McCaskill. The Motion Passed unanimously.

- e. REQUEST - Blue Crab Productions' request for sponsorship for New Year's Celebration, December 31, 2024

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Palatka City Commission
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December 18, 2024

RESOLUTION 2024-R-261

Ms. Hewes from Blue Crab Productions presented a request that the City partner with Blue Crab Productions to sponsor the New Year's Celebration on December 31, 2024. They are requesting a \$5,000, however Ms. Hewes advised the Interim City Manager recommended \$2,500 during their discussions. The Mayor and Commissioner Campbell advised they are willing to donate from their Commissioner Special Events funding if the City does not fund as a whole. Commissioner Jones spoke of using special event funds because the City is not putting on an event. The Interim City Manager advised the City has a line item in the Community Affairs budget for Special Events.

Motion to fund \$2,500 from the City's special event line by Commissioner Jones. Seconded by Commissioner Campbell. The Motion Passed unanimously.

The Clerk read: A RESOLUTION OF THE CITY OF PALATKA AUTHORIZING THE EXPENDITURE OF COMMISSION SPECIAL EVENT FUNDS FOR BLUE CRAB PRODUCTIONS NEW YEAR'S CELEBRATION ON DECEMBER 31, 2024; AND PROVIDING FOR SCRIVENER'S ERRORS

Motion to deny Resolution 2024-R-261 by Commissioner Campbell. Seconded by Commissioner McCaskill. Motion Passed unanimously.

f. DISCUSSION/DIRECTION - Lease Agreements at Jenkins Community Center

Mr. Cutwright spoke regarding Episcopal Children's Services request to his office to rent three offices and share the conference room at the Jenkins Community Center.

Episcopal Childrens Services is asking for 3 offices, the amount suggested by Staff is \$1200 per month.

Discussion commenced. Commissioner Jones spoke regarding the importance of getting rental agreement pricing correct. He asked for the City's survey on fair market leases. He feels fair market for a least is \$15 per sq. ft. Commissioner Campbell asked for the spaces available, square footage, recommendation in regards to square footage, giving the commission the opportunity to give their option for square footage. Commissioner Campbell recommended this being on the agenda with the back up information or workshopped. He indicated there are several individuals and businesses that would like to be housed at this facility. Commissioner Borom expressed he does not want to lock tenants into market rate rent, as the services being provided by the organizations, such as the Social Security Administration, are needed and not provided by the City. He expressed support for a workshop.

8. COMMISSIONER COMMENTS Commissioner Campbell apologized to (County) Commissioner Pellicer that Ordinance 2024-16 to rezone 110 S SR 19 was not on the agenda today. When he had spoken with Commissioner Pellicer, he had thought the December 18th agenda would mirror the December 12th agenda. Mr. Pellicer advised the delay has caused him a 5 week delay in the project. Commissioner Campbell expressed a Special Called meeting should have covered all topics that were on the agenda

Commissioner Borom thanked the Commission for putting up with his absence at the last meeting as he intended the quarterly meeting of the Florida Municipal Insurance Trust.

Ms. Carty advised she and the Mayor streamlined the agenda. The Mayor advised they took items off of the agenda so that they did not keep everyone late for a special called meeting.

MINUTES
Palatka City Commission
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December 18, 2024

Commissioner McCaskill advised she has been advised that contract negotiations with Terrill Hill are "dead" and asked what the meaning of that is. The City Attorney replied Human Resources provided an offer, Mr. Hill submitted a counter offer, which was basically a rejection of the offer that was made. The Commission liaison for negotiation, Commissioner Jones, advised Mrs. Jones provided an offer that all of the Commission agreed to. He advised when the number was rejected, he had not been authorized to negotiate, so the contract was dead.

Motion to add discussion of this as an emergency item to the agenda by Commissioner McCaskill. Motion died for lack of a second.

9. ADJOURN

Motion to adjourn at 6:52 PM by Commissioner Campbell. Seconded by Commissioner Jones. The Motion Passed unanimously.

CITY OF PALATKA

By: Its Mayor

Attest:

City Clerk

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

MINUTES
Palatka City Commission
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December 18, 2024

PROCLAMATION - 50th Anniversary of the St. Johns-Putnam-Flagler Charmettes

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The Charmettes of St. Johns-Putnam-Flagler Counties have requested a proclamation recognizing their 50th anniversary.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Proclaim recognition for the 50th Anniversary of the Charmettes

ATTACHMENTS

1.	2025.01.09 50th Anniversary of the Charmettes
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CITY OF PALATKA



Proclamation

WHEREAS, the Charmettes, Inc. is a distinguished national civic organization that was founded on June 17, 1951, by Gwendolyn Baker Rogers and Frankie Drayton Thomas with a vision to unite women for the betterment of their communities; and

WHEREAS, today, The Charmettes, Inc. stands as a nationally recognized organization with chapters across the southeastern United States, advancing its mission to empower women and enhance communities.

WHEREAS, The St. Johns-Putnam-Flagler Chapter of The Charmettes, Inc. was established in 1974 by Doris H. Blackshear and a group of dedicated women from these counties, and officially installed by National President Dr. Eva Wanton on February 8, 1975; and

WHEREAS, the chapter’s commitment to service is evident in its ongoing support for education, health, scholarships, community development, and its significant accumulation of donations of over \$1,000,000 to cancer research at the Howard University Cancer Center; and

WHEREAS, The St. Johns-Putnam-Flagler Charmettes continue to exemplify the power of sisterhood and community, inspiring women through their dedication and unwavering commitment to making a difference; and

NOW, THEREFORE, I, Roberta M. Correa, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission, do hereby recognize and celebrate

THE 50TH ANNIVERSARY OF THE ST. JOHNS-PUTNAM-FLAGLER CHARMETTES

and extend our deepest congratulations and heartfelt appreciation to The Charmettes, Inc. for their extraordinary service to the community, lasting impact on public health and education, and continued leadership in fostering unity and progress among women.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Seal of the City of Palatka to be affixed this 9th day of January, in the Year of Our Lord Two Thousand Twenty-Five.

CITY OF PALATKA

By: _____
Mayor

Attest:

City Clerk

Date filed with the City Clerk: 1/9/2025

PROCLAMATION - Arbor Day, January 17, 2025

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The City of Palatka's Tree Committee is asking for approval of the attached Proclamation setting January 17th as Arbor Day in the City of Palatka.

BACKGROUND

Annually, the City partners with St. Johns River State College to host an Arbor Day celebration on the college's campus.

PROJECT ANALYSIS

The City of Palatka's Tree Committee and the College's Tree Committee would like to set the celebration on Friday, January 17th.

Staff Recommendation

Proclaim January 17, 2025 as Arbor Day in the City of Palatka.

ATTACHMENTS

1.	2025.01.09 Arbor Day
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CITY OF PALATKA



PROCLAMATION

WHEREAS, the Reverend Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union through his teachings, which continue to guide and inspire us; and

WHEREAS, Dr. King advanced the cause of Civil Rights throughout the South despite the dangers associated with his work. Locally, while taking part in the St. Augustine Civil Rights Movement, Dr. King was arrested on June 11, 1964 on the steps of the Monson Motel Restaurant. His famous "Letter from the St. Augustine Jail" to his friend, Rabbi Israel Dresner, urging him to recruit rabbis to come to St. Augustine, resulted in the largest mass arrest of rabbis in American history on June 18, 1964, at the Monson Motel; and

WHEREAS, Dr. King once said, “We have an opportunity to make America a better Nation. I may not get there with you, but I want you to know tonight that we, as a people, will get to the promised land.” Though we have made great strides since the turbulent era of the Civil Rights movement, Dr. King’s work and our journey remain unfinished; and

WHEREAS, we recognize that our Nation has yet to reach Dr. King’s promised land. This is not an admission of defeat, but a call to action during these challenging times; and

WHEREAS, by making our communities better with increased opportunity for all and by breaking the cycle of poverty and reinvesting in our schools, we carry on Dr. King’s work and unlock our children’s potential, which is our strongest weapon against injustice and inequality.

NOW, THEREFORE, I, Roberta M. Correa, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission proclaim January 20, 2025 as

DR. MARTIN LUTHER KING JR. DAY

in commemoration of a Civil Rights leader who dedicated his life to others, and we call upon our citizens to ask ourselves what Dr. King believed to be life’s most urgent and persistent question: “What are you doing for others?”. By lifting up our brothers and sisters through dedication and service, we honor Dr. King’s memory and reaffirm our common humanity.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Palatka to be affixed this 11th day of January, in the Year of Our Lord Two Thousand and Twenty-Five.

CITY OF PALATKA

By:

Mayor

Attest:

Acting City Clerk

Date filed with the City Clerk: 1/9/2025

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Annually the City of Palatka recognizes the contributions of Rev. Dr. Martin Luther King, Jr. to our community.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Proclaim January 20, 2025 as Martin Luther King, Jr. Day in the City of Palatka.

ATTACHMENTS

1.	2025.01.09 MLK Day
----	--------------------

CITY OF PALATKA



PROCLAMATION

WHEREAS, the Reverend Dr. Martin Luther King Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union through his teachings, which continue to guide and inspire us; and

WHEREAS, Dr. King advanced the cause of Civil Rights throughout the South despite the dangers associated with his work. Locally, while taking part in the St. Augustine Civil Rights Movement, Dr. King was arrested on June 11, 1964 on the steps of the Monson Motel Restaurant. His famous "Letter from the St. Augustine Jail" to his friend, Rabbi Israel Dresner, urging him to recruit rabbis to come to St. Augustine, resulted in the largest mass arrest of rabbis in American history on June 18, 1964, at the Monson Motel; and

WHEREAS, Dr. King once said, “We have an opportunity to make America a better Nation. I may not get there with you, but I want you to know tonight that we, as a people, will get to the promised land.” Though we have made great strides since the turbulent era of the Civil Rights movement, Dr. King’s work and our journey remain unfinished; and

WHEREAS, we recognize that our Nation has yet to reach Dr. King’s promised land. This is not an admission of defeat, but a call to action during these challenging times; and

WHEREAS, by making our communities better with increased opportunity for all and by breaking the cycle of poverty and reinvesting in our schools, we carry on Dr. King’s work and unlock our children’s potential, which is our strongest weapon against injustice and inequality.

NOW, THEREFORE, I, Roberta M. Correa, Mayor of the City of Palatka, Florida, together with the members of the Palatka City Commission proclaim January 20, 2025 as

DR. MARTIN LUTHER KING JR. DAY

in commemoration of a Civil Rights leader who dedicated his life to others, and we call upon our citizens to ask ourselves what Dr. King believed to be life’s most urgent and persistent question: “What are you doing for others?”. By lifting up our brothers and sisters through dedication and service, we honor Dr. King’s memory and reaffirm our common humanity.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Palatka to be affixed this 11th day of January, in the Year of Our Lord Two Thousand and Twenty-Four.

CITY OF PALATKA

By: _____
Mayor

Attest: _____
Acting City Clerk

Date filed with the City Clerk: 1/9/2025

PRESENTATION - Jenkins Community Center "Newtown Museum and Cultural Center of Palatka"

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Please see the attached request to provide status update of a Black History Museum.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Informational

ATTACHMENTS

1.	2024.12.12 Newtown Museum Visioning Session
2.	2024.12.12 Jenkins Request

Newtown Museum & Cultural Center of Palatka



MISSION

OUR MISSION IS TO EDUCATE, INSPIRE, AND
ENGAGE INDIVIDUALS OF ALL BACKGROUNDS,
THROUGH EXHIBITIONS EDUCATIONAL
PROGRAMS, COMMUNITY ENGAGEMENT, AND
PARTNERSHIPS IN AN EFFORT TO PRESERVE
THE PAST AND PROMOTE INCLUSIVITY.

We invite the Voice and Vision
of our community to turn our
dream of a Black History
Museum into a reality.

Date: Monday, November 18, 2024

Time: 5:30-7:30 pm

Location: Jenkins Community
Center

1900 Napoleon Street, Palatka, FL
32177



PALATKA BLACK HISTORY
MUSEUM

**VISIONING
SESSION**



Planning Session

Education

Agriculture

Sports

Oral History

Government/Elected Officials

Historic Events

Planning Session

Individuals By Categories

Sports

- Grady Smith Jr. (The Road Runner)
- Johnson Session Sr.
- “Lefty” Turner
- Coach Willard Cooper
- Willam Hardy
- David Daniels (College/NFL)
- John L. Williams
- Jarvis Williams
- Willie Offord (College/NFL)
- Darcy Johnson (College/NFL)
- James Edward Pierce (Golf)
- Napoleon Asia
- Rabbit Foot
- RedSox/Blue Sox (negro league)
- Clarence “Pooh Bear” Williams
- David McPherson
- Coach Moore
- Coach White
- Daryl Oliver (NFL)

Education

- Annie Mae Spells
- Doretha Smith
- Rosa Ragsdale
- Kathleen Greene
- Mary McLeod Bethune
- Dr. Cleo Higgins
- Lee Ella Asia
- Harriet Pinkston
- Evelyn Greene
- Annie M. Willingham
- Flossie Dixon
- Enda K. Pinkney
- Fred R Brooks
- Annie L Crumbley
- Estelle Dixon
- Iona Burney
- Harry Burney Sr.
- Rachel D. Williams
- Robert Clarke
- Rev. James Golden
- Vivian Golden
- Ellestine Faulks
- Rosa B. Lane
- Laura Carter
- Dena Clark, Minnie
- John Alexander
- Cynthia Asia
- Annette Fennell
- Handy Williams (principal)

Agriculture

- Johns Singleton
- Eugene Keenon
- Napoleon Asia (San Mateo)
- The Gilyard Family of San Mateo
- Wilis Glover-CC
- JC Chapman-CC
- McKinley Evans and Family-CC
- Noah Hardy, Sr. Roy Brown -CC
- James Singleton-CC
- Mr. T Walker-CC

Oral History

- Cynthia Asia
- Mary Lawson Brown
- Terrill Hill
- Sonny McCoy
- Justin Campbell, Jr.
- James Campbell, Sr. _
- Askew Vickers-CC
- John Bonaparte-CC
- Jacob Spells-CC
- Harry Banks-CC
- McKinley Evans-CC
- Nathanael Harris-CC
- Askew Vickers
- Cora B. Fells- Pastor
- Fedrick Demps- Pastor Emeritus

Government/Elected Officials

- Mary Lawson Brown- Commissioner
- Samuel Taylor- Commissioner
- Karl N. Flagg- Mayor/County Commissioner
- Terrill L. Hill- Mayor
- Justin Campbell- youngest elected commissioner
- Dothea Smith- School board Member
- Sandra Gilyard- School Board Member
- Carl Lee Simmons- City Commissioner CC
- Harry Hazel Banks- City Commissioner CC
- Marcus Hardy- City Commissioner CC
- Linda Smith Moore- 1st black female Commissioner CC
- Silas Asia- Mayor of San Mateo
- Tammy McCaskil
- James Vickers PGA 1st Black

Historic Events

- St. Augustine March with Dr. Martin Luther King Jr. when they poured acid in the pool. Dr. King stayed with my cousin.
- Marches in Palatka from 11th Street to Courthouse
- Central Academy (1sr Accredited Black School)
- Coach Cooper- Central Academy
- Collier Blocker
- Sit-Ins
- 1st Black Event on 11th Street

Education

Annie Mae Spells
Dothea Smith

Rosa Ragsdale

Kathleen Greene

Mary McLeod Bethune

Kathleen B. Greene

Dr. Cleo Higgins

Lee Ella Asia

Blanche Barnes

Harriet Pinkston

Evelyn Greene

Annie M. Willingham

Sports

Grady Smith Jr. (The Road Runner)

Johnson Sessie

"Lefty" Turner

Coach Cooper

Willam Hardy

David Daniels

John L. Williams

Jarvis Williams

Willie Offord - N

Darcy Johnson - N

James Edward Pierce

Napolean

Oral

Cynthia Asia

Mary Lawson

Terrill Hill

Sonny McCoy

Justin Camp

James Camp

Askew Vickers

John Bonaparte

Jacob Spells

Harry Banks

McKinley Evans

Nathaniel Harris

Askew Vickers

Cora B Fells Pastor

Fredrick Demps / Pastor

History

Glover's Country Kitchen

Chuck's Barber Shop

Evans BBQ

Simmons Hair Salon

Ophia Jordan Cafe

Julia's Cafe - Welatka

Butter's Pitt - Welatka

Uncle Ben's Barber Shop

Willie Tate - Barber

Vivian Brown - Taxi cab service

Corrine Green - Mid-wife

Mae Bell White

Gussie Smith

CLARK's day care

Burrell Funeral Home CC

Business

Crescent City

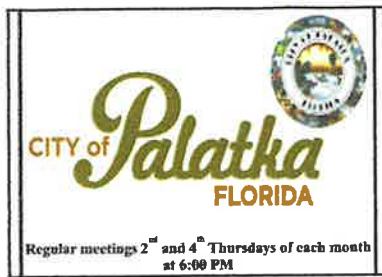
Crescent





Newtown Museum & Cultural Center of Palatka

Thank You



REQUEST TO BE PLACED ON CITY COMMISSION AGENDA

NOTE: If you wish to appear on the Palatka City Commission meeting agenda, you should submit this request form, together with any attachments or backup material that would help the Commission to better consider your request, to the City Clerk's office either in person, by mail (201 N. 2nd Street, Palatka 32177), or e-mail (clerk@palatka-fl.gov). Please note that without adequate supporting documentation or information, the City Manager may not approve your request and/or the Commission may not be in a position to take any action on your request. Materials submitted for the Commission's review during the meeting may not be considered as this does not give the Commission or Staff adequate time to read or consider such material. If you plan to make a PowerPoint presentation, please submit your media to the Clerk's Office in advance. If the request to be placed on the agenda is granted, you will be allowed 5 minutes to present your item to the Commission.

Meeting agendas close at 12:00 noon on the Friday two weeks prior to the next regularly scheduled Thursday City Commission meeting. Please verify the closing date for agenda items with the Clerk's office, as meeting dates are subject to change. *Staff will make every attempt to accommodate a request for a specific agenda date, but all requests will be handled on a case-by-case basis and may be assigned to a commission meeting to be held at a future date. If your request can typically be handled by a City department or staff member, you will be referred to the appropriate department or staff member.

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

Jenkins Community Ctr. or
"NEW TOWN MUSEUM & CULTURAL
CENTER OF PALATKA"

Address: 1900 NAPOLEON ST. Palatka, FL e-mail

Daytime Phone 908 783-7214 **Other ph.** **Fax**

***Requested meeting date:** 12-12-24

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

Subject Matter you wish to address: Informing City Council
of the current status of the Advisory
Committee with our voice and vision of our
community to turn our dream of a Black
History Museum into a reality.

CHAIRPERSON Audrey Wise Davis
Presenter: TERRILL HILL Esq.

MSZ
12/13/24

(attach additional sheet

if necessary)

Commission Action Requested, if any: _____

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

201 N. 2nd STREET ▪ PALATKA, FLORIDA ▪ 32177

PHONE: 386-329-0100

www.palatka-fl.gov

FAX: 386-329-0106

Rev. 2024.10.07

(b)(7)(D), (b)(7)(F)

(b)(7)(D), (b)(7)(F)

Commission Action Requested, if any.

(b)(7)(D), (b)(7)(F)

201 N. 2nd Street, Suite 200, Fort Lauderdale, FL 33301

www.fortlauderdale.gov

Phone: 352-336-1100

Fax: 352-336-0100

City of Fort Lauderdale

RECOGNITION - Police and Fire Departments Life Saving Awards

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Present Life Saving Awards for Sergeant Beckton, Officer Gagliardo and Officer Dickerson, and Fire C-Shift personnel: Cpt. Sugden, Engineer House, Firefighter Aulenbach, and Firefighter Bondra

BACKGROUND

On December 13, 2024 Sergeant Beckton and Officer Gagliardo responded to a call for service with a life threatening medical condition. CPR was immediately started and in combination with Fire Rescue, our officers were able to save a life.

On December 17, 2024 Officer Dickerson responded to a call for service with a juvenile experiencing a life threatening medical episode. The actions he took saved the juveniles life.

PROJECT ANALYSIS

Staff Recommendation

Present awards

ATTACHMENTS

1.	Beckton Life Saving award January 9 2025
2.	Gagliardo Life Saving award January 9 2025
3.	Life Saving Memo - Beckton and Gagliardo 12-16-24
4.	Dickerson Life Saving award January 9 2025
5.	Dickerson Life Saving award January 9 2025

Palatka Police Department

Certificate of Commendation

Life Saving Award

Presented To

Sergeant Quentin Beckton

Presented in recognition of your successful life saving actions on December 13, 2024 wherein you provided immediate medical aid to a victim who was experiencing a life threatening medical condition. The exceptional actions taken by you directly contributed to saving a life that would have otherwise been lost. This Commendation is presented with our greatest appreciation and gratitude for a job well done on this the 9th day of January 2025.

Jason L. Shaw, Sr.
Chief of Police

Palatka Police Department

Certificate of Commendation

Life Saving Award

Presented To

Officer Louis Gagliardo

Presented in recognition of your successful life saving actions on December 13, 2024 wherein you provided immediate medical aid to a victim who was experiencing a life threatening medical condition. The exceptional actions taken by you directly contributed to saving a life that would have otherwise been lost. This Commendation is presented with our greatest appreciation and gratitude for a job well done on this the 9th day of January 2025.

Jason L. Shaw, Sr.
Chief of Police

Palatka Police Department
110 North 11th Street

Memorandum

Date: 12-16-24

To: Chief Jason L. Shaw Sr.

From: Assistant Chief Matt Newcomb

Subject: Recommendation for Lifesaving Award

On the night of December 13, 2024 Sergeant Quentin Beckton and Officer Louis Gagliardo responded to a residence in the 700 Block of North 16th Street to assist an adult male who was experiencing a medical emergency. When Sergeant Beckton and Officer Gagliardo arrived on scene, they found the man to be unresponsive and have no pulse. After assessing the situation, both Sergeant Beckton and Officer Gagliardo started rendering life saving measures through CPR, administering chest compressions and evaluation.

After several rounds of alternating CPR positions, a pulse was reestablished and Palatka FD Engine 1 and Putnam County Rescue arrived on scene and continued to provide medical attention. While rendering medical attention, the subject's pulse was lost again, and rescue began CPR and delivered an AED shock. Fire/Rescue staff were able to reestablish a pulse and stabilize the man for transport.

At the end of the shift, Sergeant Beckton contacted the hospital to check on the man's status. The Emergency Room Staff informed Sergeant Beckton the man was in stable condition and was being prepped to be transferred to another hospital for advanced treatment.

First Responders train to address and handle situations like this and because of Sergeant Beckton's and Officers Gagliardo's quick response, evaluation and action, a man's life has been saved.

I recommend Sergeant Quentin Beckton and Officer Louis Gagliardo be honored with a lifesaving award for the actions they took in saving the man's life.

Palatka Police Department

Certificate of Commendation

Life Saving Award

Presented To

Officer Matthew Dickerson

Presented in recognition of your successful life saving actions on December 17, 2024 wherein you provided immediate medical aid to a victim who was experiencing a life threatening medical condition. The exceptional actions taken by you directly contributed to saving a life that would have otherwise been lost. This Commendation is presented with our greatest appreciation and gratitude for a job well done on this the 9th day of January 2025.

Jason L. Shaw, Sr.
Chief of Police

Palatka Police Department

Certificate of Commendation

Life Saving Award

Presented To

Officer Matthew Dickerson

Presented in recognition of your successful life saving actions on December 17, 2024 wherein you provided immediate medical aid to a victim who was experiencing a life threatening medical condition. The exceptional actions taken by you directly contributed to saving a life that would have otherwise been lost. This Commendation is presented with our greatest appreciation and gratitude for a job well done on this the 9th day of January 2025.

Jason L. Shaw, Sr.
Chief of Police

PRESENTATION - Police Department

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Attached please find a presentation from the Police Department.

BACKGROUND

PROJECT ANALYSIS

Staff Recommendation

Informational.

ATTACHMENTS

1.	Police Department - Commission Report - December 2024
----	---

Police Department

December 2024 Commission
Report





Items covered

- Crime Stats
- New Pilot Program – “We Record”
- Community Service for FY23/24
- Building Updates

NIBRS Crime Stats Jan- Sept

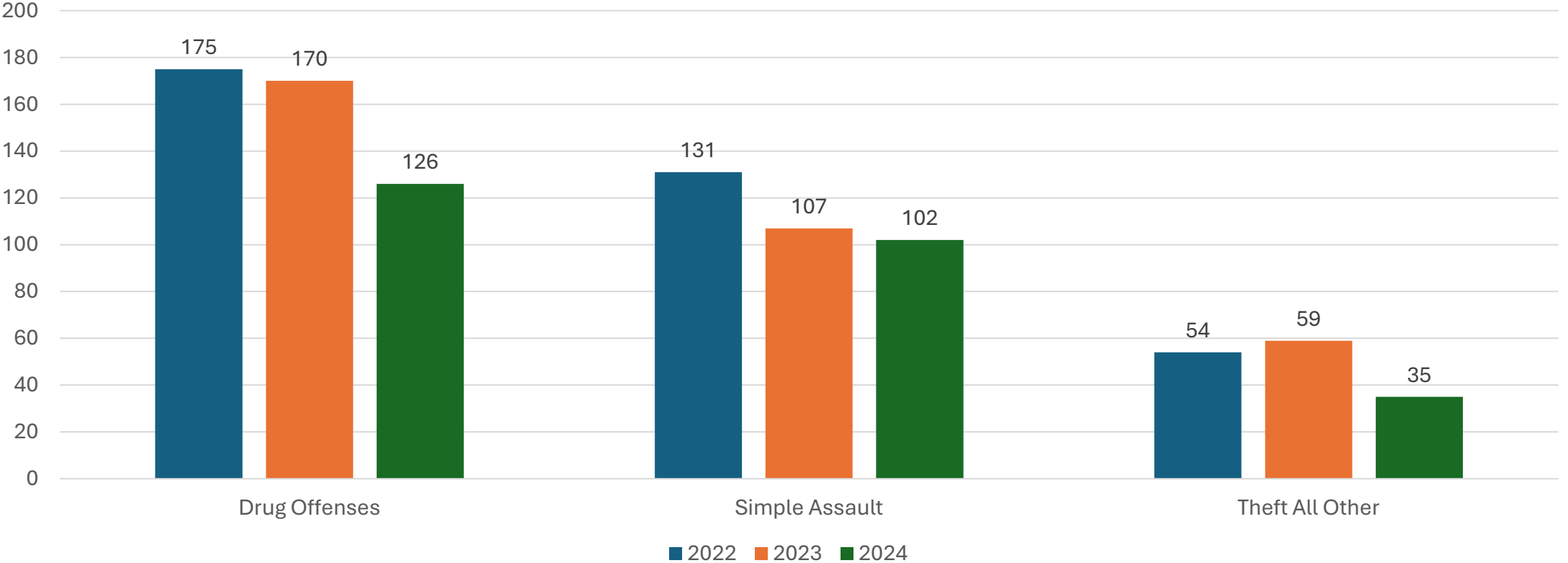
Classification of Offenses	2022	2023	2024	Difference 23/24
Homicide	1	2	0	
Sex Offenses	1	3	2	
Aggravated Assault	51	41	30	
Animal Cruelty	4	2	0	
Burglary	14	14	13	
Counterfeiting/Forgery	1	6	4	
Destruction/Damage/Vandalism	11	10	15	
Drug Offenses	175	170	126	
Fraud	28	23	19	
Larceny-All Other (23H)	54	59	35	
Larceny-From Building (23D)	12	4	7	
Larceny-From Motor Vehicle (23F)	30	20	30	
Larceny-Motor Vehicle Parts (23G)	10	6	14	
Larceny-Shoplifting (23C)	139	157	182	
Motor Vehicle Theft	19	12	10	
Robbery	9	5	4	
Simple Assault	131	107	102	
Weapons Law Offenses	32	21	28	
All others	4	7	11	
Total Offenses	728	669	632	-5.53%



Crime Stats – Areas of Reduction

3-year review January through September

Chart Title

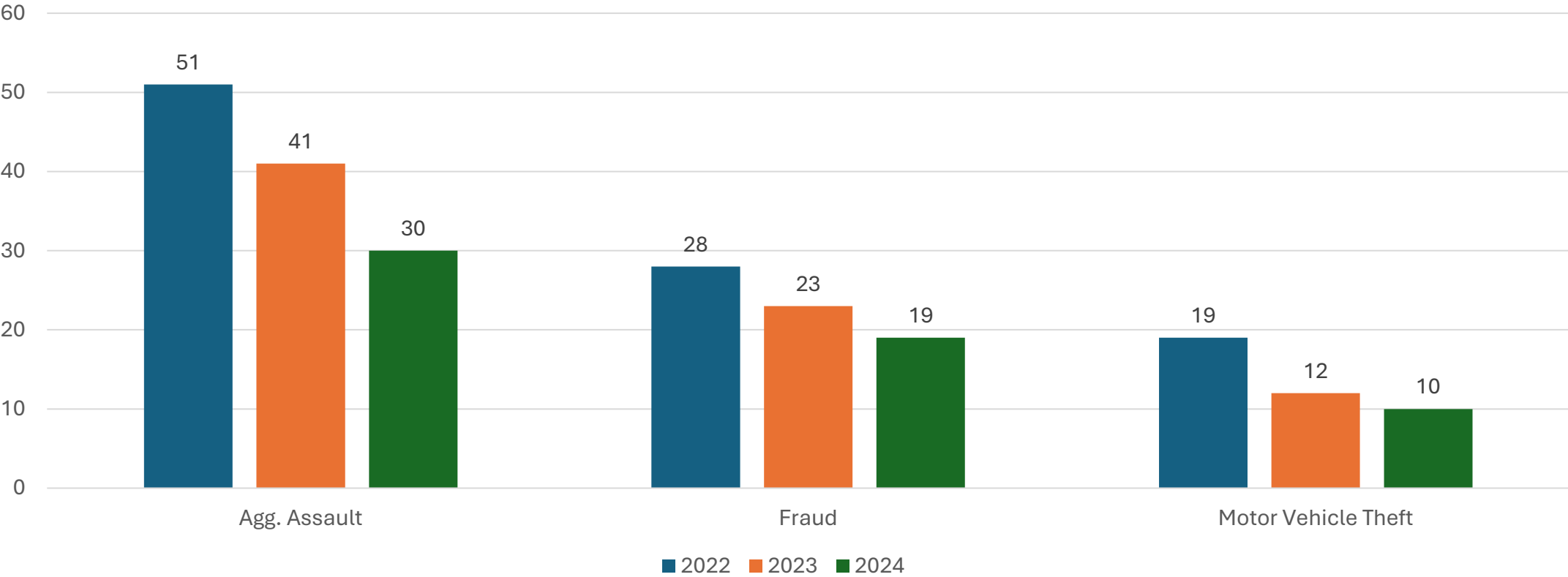




Crime Stats – Areas of Reduction

3-year review January through September

Chart Title

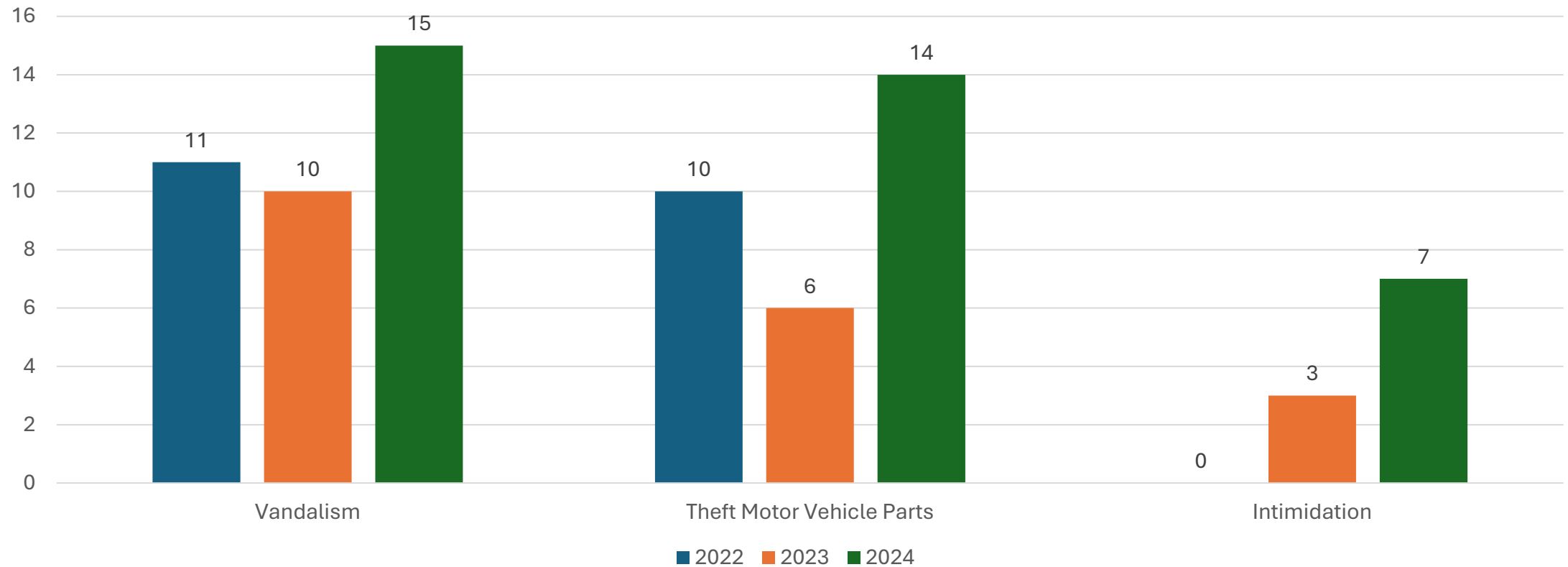




Crime Stats – Areas of Increase

3-year review January through September

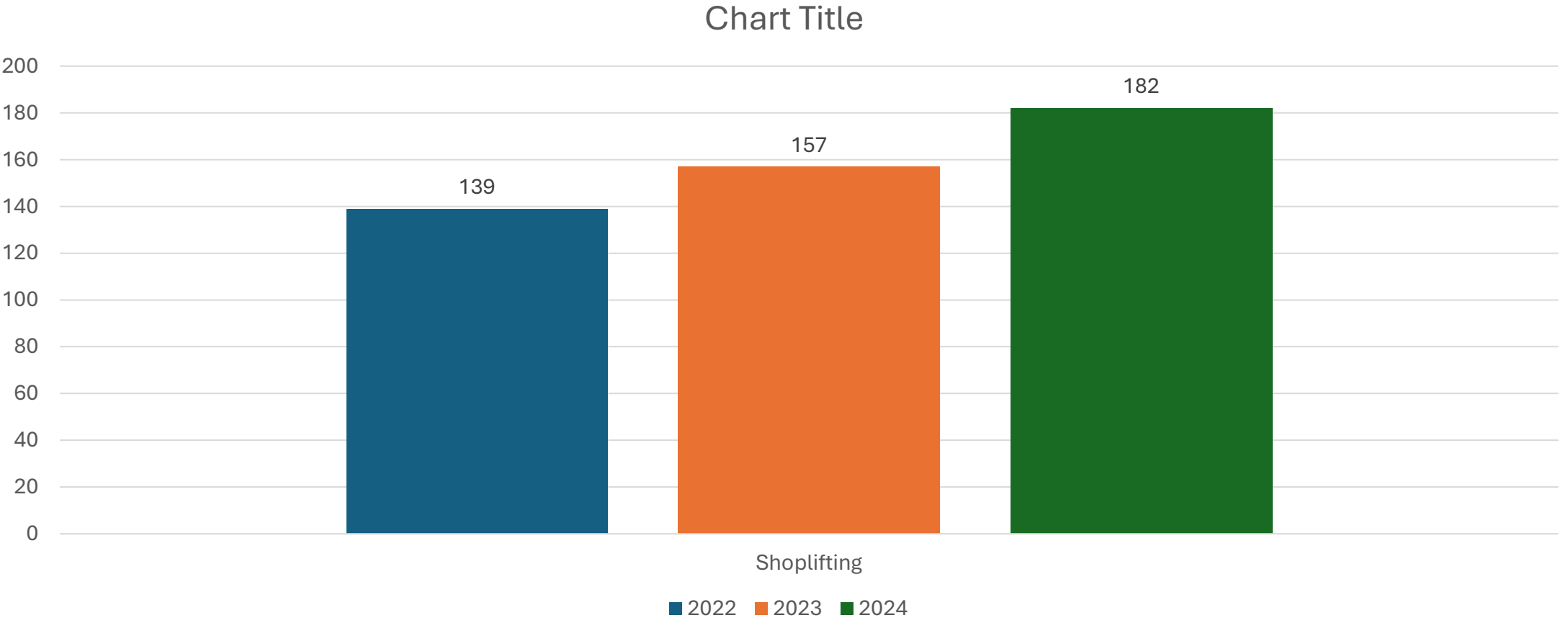
Chart Title





Crime Stats – Areas of Increase

3-year review January through September





New Pilot Program We Record

The Police Department has initiated a new pilot program called “We Record”.

The idea behind the program is to identify residents in neighborhoods who have surveillance cameras and through voluntary cooperation obtain any videos they may have of a crime or a suspect of a crime as they have fled or walked through the area.

Once a crime or suspicious incident has occurred in a neighborhood, staff can follow up with members of “We Record” and see if video is available. This can be done via phone, email or in person. The homeowner or tenant can then email the video to us at werecord@palatka-fl.gov.

Overview of Community Service FY 23/24

The Police Department hosted or participated in 54 community outreach events in FY 23/24. These events consisted of but are not limited to the Youth Ambassador Program, Fall Festival, Trunk or Treat, Talking Tuesdays, QTR Zone Meetings, Town Hall Meetings, Youth Engagement, Active Shooter Classes for Businesses, Black History Month Student Welcome, Career Day at SJRSC, Brain Freeze Friday, WAWA Grand Opening, Family Fun Days, 911 Memorial and The Vystar Community Outreach Day.





Community Service

Overview of Community Service FY 23/24





Community Service

Overview of Community Service FY 23/24





Community Service

Overview of Community Service FY 23/24





Building Upgrades

Completed Floor Upgrade to Main Office





Building Upgrades

Completed Floor Upgrade to CID Building





Building Upgrades

Completed Floor Upgrade to CID Building



STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

The position was advertised through various channels including:

- Florida League of Cities (FLC)
- International City/County Management Association (ICMA)
- City of Palatka official website
- regional newspapers

The application period remained open until December 31, 2024. All applications received during this period have been compiled and distributed to the Commission and Mr. Hanson for review.

PROJECT ANALYSIS

Staff Recommendation

The commission to review all applications as well as the recommendations from Mr. Hanson to provide guidance on the next step of the City Manager Search outline.

ATTACHMENTS

1.	Jim Hanson Biography
2.	City Manager Search Outline

Jim Hanson

Biography



Education

- Received a Bachelor of Arts Degree in Political Science from Valdosta State College in 1974
- Received a Master's Degree in Public Administration from the University of Georgia, Athens in 1977

Career History

- Senior Advisor, Florida City and County Managers Association/ ICMA 2019- present
- Town Manager, Town of Orange Park, FL 2014 to 2017
- City Manager, City of Atlantic Beach, FL 1999 to 2013
- Board Manager, Marietta, GA Board of Lights and Water (1994-1999)
- Administrative Assistant (1976-1980)/Assistant City Manager (1981- 1982)/City Manager (1982-1994) City of LaGrange, GA

Professional Affiliations

- Florida City/ County Management Association; member since 1999, served on numerous committees and task forces, received the If You Care You Do Awards in 2003 and 2006, and served as Secretary/ Treasurer (2015-16), President Elect (2016-17) and President (2017-18).
- International City/ County Management Association; member since 1976 and served on various committees.
- Georgia City/ County Management Association; past member and served as the NW District Director.
- Georgia Municipal Association; past member while working in Georgia and Chair of the Energy and Environmental Quality Committee 1985-87.
- Municipal Electric Authority of Georgia; Served two terms on the MEAG Board including Chair of the Strategic Planning Committee.
- Exchange Club of Jacksonville Beaches; Member since 2000 and President 2004-05, 2020-21 and 2021-22.

Personal

- He and his wife Janet live in Atlantic Beach, Florida and have two married children.

ROBERTA M. CORREA
MAYOR-COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



Regular meetings 2nd and 4th Thursdays of each month at 6:00 PM

MARCIA G. CARTY, CPA, CGFO
INTERIM CITY MANAGER
FINANCE DIRECTOR

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI KRANTZ, CMC
CITY CLERK

JASON L. SHAW, SR.
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

CITY MANAGER SEARCH OUTLINE

PHASE I	DATES	FUNCTION
	OCTOBER 2024	PREPARATION AND DEVELOPMENT
		CREATE BROCHURE ADVERTISING THE CITY OF PALATKA
		COMMISSION INPUT

The City Manager Search will commence with the development of a brochure aimed at attracting potential candidates to our city, with the Commission offering input on the information to be included in the brochure.

PHASE II	DATES	FUNCTION
	NOVEMBER - DECEMBER 2024	PLACE ADS FLC, ICMA, FCCMA, CITY WEBSITE, NEWSPAPER, JAX, ORLANDO, TALLAHASSEE
		FORM A COMMUNITY ADVISORY GROUP (10)

The Human Resource department will start promoting the City Manager position through the channels outlined above. ~~We will also be communicating to the public to complete a request form if they are interested in joining the Community Advisory Board. Members will be chosen at random from the pool of submitted requests.~~

PHASE III	DATES	FUNCTIONS
	JANUARY 2025	APPLICANT SCREENING
		ZOOM INTERVIEWS
		SHORTLIST CREATION

During phase III, we will begin the applicant screening process and conduct interviews for eligible candidates. These interviews will be conducted via Zoom and open to the ~~Community Advisory Board~~, giving citizens' ~~representatives~~ the opportunity to listen to the candidates as they provide information to the Commissioners. Throughout this period, we will compile a shortlist of the final candidates for consideration.

201 N. 2nd STREET ▪ PALATKA, FLORIDA ▪ 32177

PHONE: 386-329-0100

www.palatka-fl.gov

FAX: 386-329-0106

PHASE IV	DATES	FUNCTIONS
	FEBRUARY 2025	IN PERSON INTERVIEWS
		COMMUNITY ADVISORY COMMITTEE , COMMISSION, AND DEPARTMENT HEADS MEET AND GREET CANDIDATES

After we finalize the shortlist, we will start setting up in-person interviews for the chosen candidates. Additionally, we plan to organize a casual meet-and-greet Q&A session for the ~~community advisory committee~~, department heads, and Commissioners to foster better communications in a relaxed environment.

The Commission will have the opportunity to meet the selected candidates during the meet-and-greet session, where they can ask questions and receive answers. The Commissioners will determine who will be the City Manager.

PHASE V	DATES	FUNCTIONS
	MARCH 2025	PLACEMENT OF CITY MANAGER

"This candidate will be chosen for the role of City Manager."

UPDATE - Replacement of Aeration Tower and Repair of Aeration Tower 2

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Video and verbal update

BACKGROUND

As of 12/30/2024, the City of Palatka water had a smell and odor because of a couple of reasons - the odor of the water is because the aeration/pac towers are not functioning at 100% and are currently in the process of being repaired. The bulk of the parts are being installed, but there are a few that are still being manufactured; and the browning/discoloration of the water is due to an aging water delivery system (more than 60 years old) and the monthly flushing of fire hydrants attribute to the discoloration. This is being corrected at a steady rate throughout the City.

Our response and proactive actions to the above include

- completing the installation of the first tower, while we begin putting out the RFP for the second tower, which is functional at only 10 to 15%.
- Continuing the active flushing plan and increasing the fire hydrant flushing more often by distribution
- During the Christmas break, the testing of the new decanter started, and the primary digester is expected to be functional on January 6, 2025.
- The Fire Department conducted flushes at the various fire hydrants which immediately improved the smell and color, as well

In conclusion, the repair of tower one, per the installer, should be completed by January 17.

More importantly, this problem was not addressed during the past five or six years, and the repairs were not fully completed. Tower two is being planned for procurement and to be fully repaired by 10/01/2025.

PROJECT ANALYSIS

Review the attached YouTube video at

https://youtu.be/JF_hOG0--IU?si=kazw4rrGfiZzX90E

Aeration Tower

<https://youtu.be/xlewy4PU-Mo?si=0QS2N2bRjeN6BYKH>

Why Aeration is Needed)

Staff Recommendation

Approve the repair of both towers.

ATTACHMENTS

1.	2024-R-238 PURCHASE OF ONE AERATION TOWER FOR THE PALATKA WATER TREATMENT PLANT DECLARING AN EMERGENCY FOR PROCUREMENT
----	--

RESOLUTION NO. 2024-R-238

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE PURCHASE OF ONE AERATION TOWER FOR THE CITY OF PALATKA WATER TREATMENT PLANT; DECLARING AN EMERGENCY FOR PROCUREMENT DUE TO THE INABILITY TO SCRUB HYDROGEN SULFIDE FROM THE WATER; AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS TO SECURE THE PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Palatka maintains a Purchasing Policy that generally requires competitive bid solicitation on goods and services valued over \$25,000; and

WHEREAS, the City of Palatka Purchasing Policy provides that emergency purchases may be made without adhering to the standard solicitation procedures when a delay would be detrimental to the health, safety, and welfare of the City and/or its citizens, including situations where immediate repairs are needed to prevent further damage to public property; and

WHEREAS, the Water Treatment Plant of the City of Palatka relies on two scrubber/aeration towers to effectively remove hydrogen sulfide from the water supply; however, both towers are currently disabled, resulting in water with a foul odor that, while not harmful, has caused significant displeasure among residents; and

WHEREAS, as a result of this condition, the Department is receiving numerous, continual daily complaints from residents regarding the water's unpleasant smell; and

WHEREAS, the Interim City Manager of the City of Palatka has determined that the immediate purchase of a replacement aeration tower constitutes an emergency due to the essential need for this equipment to restore water quality and improve residents' satisfaction with the City's water services; and

WHEREAS, in response to this urgent need, the Water Treatment Plant has obtained three quotes for the aeration tower, with the lowest quote received from Power & Pumps in the amount of \$45,532.60; and

WHEREAS, the City Commission finds it to be in the best interests of the City and its residents to authorize this emergency purchase in order to promptly address the water quality issue and reduce further resident complaints.

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

Section 1. Authorization of Purchase. The City Commission hereby authorizes the purchase of one aeration tower for the City of Palatka Water Treatment Plant from Power & Pumps in the amount of \$45,532.60.

Section 2. Declaration of Emergency. The City Commission declares that the need for this aeration tower constitutes an emergency procurement due to the Water Treatment Plant's inability to scrub hydrogen sulfide from the water, resulting in a foul odor that significantly impacts resident satisfaction and well-being.

Section 3. Authorization to Execute Documents. The City Commission hereby authorizes the City Manager to execute any documents necessary to secure the purchase of the aeration tower from Power & Pumps and to take any additional actions as may be necessary to implement this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

Section 5. Scrivener’s Errors. The City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which of 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 City Commission of the City of Palatka, Florida this 14TH day of November, 2024.


ATTEST


City Clerk

CITY OF PALATKA

BY: _____
Its Mayor

APPROVED AS TO FORM AND LEGALITY:



City Attorney

POWER & PUMPS

AN MCE COMPANY

803 N Myrtle Ave
Jacksonville, FL 32204-1033
Phone 904.356.5881

QUOTATION

Quote Expires On: 12/01/2024

Quote Number	
1438297	
Quote Date	Page
11/07/2024	1 of 1

Bill To:
CITY OF PALATKA
201 N. 2ND STREET
PALATKA, FL 32177
US

Ship To:
CITY OF PALATKA SEWER PLANT
3010 BROWNS LANDING RD
PALATKA, FL 32177

386-329-0100

Customer ID: 1063913

Requested By: BRIAN MCCANN

Customer Reference / RFQ #				Terms	Quoted By		
CMHR-18 FAN REPAIR & INSTALLATION				Net 30	MICHAEL.ROONEY		
Quantities				Item ID		Unit Price	Extended Price
Quantity	Allocated	Remaining	Unit Of Measure	Item Description			

Order Note: NO MATERIALS OR SERVICES EXCEPT WHAT IS ON THIS QUOTE TO BE PROVIDED

Delivery Instructions: BEST WAY GROUND PPD & ALLOW * FOB FACTORY * PLEASE ALLOW 3 WEEKS FOR THE PARTS TO SHIP ARO PENDING PRIOR SALES OR SUPPLY CHAIN ISSUES

1.00	0.00	1.00	EA	CMHR-18 FAN REPAIR AND INSTALLATION INCLUDES: LABOR TO INSTALL NEW SHAFT, BEARINGS, SEAL, IMPELLER AND ALIGN SHAFT, TEST, PLUS CUSTOM FIBERGLASS REPAIR OF DAMAGE TO THE BLOWER HOUSING.	45532.60	45532.60
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Total Lines: 1

SUB-TOTAL:45,532.60

TAX:0.00

AMOUNT DUE:45,532.60

NOTE: Modified products are non-returnable/non-cancellable.
All freight claims and discrepancies must be brought to the shipper's attention within 24 hours of receipt of product.
All returns must have prior approval. All returns are subject to a minimum 25% restock fee.
Decontamination forms must be completed and signed by the customer before return of product to Power & Pump - Jacksonville

Every sale of goods or performance of services by POWER & PUMPS, INC. (P&P), a Division of Motion and Control Enterprises, LLC (MCE) is exclusively subject to, and expressly conditioned upon, your acceptance of the terms in this Order Acknowledgement and MCE's Terms and Conditions, which are available at <https://mceautomation.com/terms-conditions> and made a part of this agreement as if fully set forth herein. Acceptance of goods or services shall constitute conclusive acceptance of MCE's Terms and Conditions. Any proposed terms and conditions that purport to conflict with, alter, differ from, or add to MCE's Terms and Conditions are hereby specifically objected to and are not a part of any order or agreement unless specifically agreed to in a signed writing by an authorized representative of POWER & PUMPS, INC. (P&P), a Division of Division of Motion and Control Enterprises, LLC (MCE)

Credit Card Convenience Notice: A convenience fee of 3% will be charged for each credit card transaction processed.

RATIFY APPOINTMENT of Amanda Hayes as the Acting City Clerk

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

The Interim City Manager is asking for the Commission to ratify the appointment of Amanda Hayes as the Acting City Clerk

BACKGROUND

The City Clerk, Ms. Krantz, last day with the City was January 7, 2025. Ms. Hayes has served in the City Clerk's office since November 13, 2024.

PROJECT ANALYSIS

The City is in need of an acting Clerk until someone is ratified by the Commission in a permanent capacity.

Staff Recommendation

Appoint Ms. Hayes as the Acting City Clerk.

ATTACHMENTS

None

ACCEPTANCE of the resignation of Nicole Grace from the Tree Committee

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Mrs. Nicole Grace has submitted a resignation letter from the City's Tree Committee.

BACKGROUND

Historically, past Mayors have selected the Director of Keep Putnam Beautiful (KPB) to serve on the Tree Committee. Ms. Grace, who at the time, held this role, was appointed to the Tree Committee on March 24, 2022. Ms. Grace no longer serves as the Executive Director of KPB and although she was appointed as a citizen to serve and there is presently no written requirement for KPB to have a representative on the Tree Committee, she has requested to resign.

PROJECT ANALYSIS

Staff Recommendation

Accept resignation.

ATTACHMENTS

1.	2024.12.11 Resignation from Tree Committee
----	--

December 11, 2024

City of Palatka Tree Committee

City of Palatka

200 N 2nd Street

Palatka, FL 32177

Dear Members of the City of Palatka and City of Palatka Tree Committee,

I am resigning from my position as Vice-Chair of the City of Palatka Tree Committee, effective at the end of today's meeting. It has been an honor to serve, and I am grateful for the opportunity to contribute to our community.

My association with the committee stemmed from my role as Executive Director of Keep Putnam Beautiful, but traditionally there has been a non-voting position for our organization like that of the IFAS Horticultural agent. It may benefit the city and the nonprofit to return to the original model of representation.

Thank you for your understanding, and I wish the committee continued success.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicole Grace". The signature is fluid and cursive, with the first name "Nicole" written in a larger, more prominent script than the last name "Grace".

Nicole Grace

Vice-Chair, City of Palatka Tree Committee

ADOPT RESOLUTION 2025-R-01 ratifying a Residential Purchase and Services Agreement with Vector Security. Inc. for Alarm Services

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Staff is requesting the ratification of the contract between the City of Palatka and Vector Security for security alarm services for City Hall.

BACKGROUND

On September 18, 2024, an agreement was signed by Interim City Manager on an emergency basis for a security system to be installed and maintained by Vector Security for a 3-year term after which the contract will extend on a month-to-month basis unless terminated by either party.

PROJECT ANALYSIS

Once the term of the contract expires in 3 years it will extend on a month-to-month basis and will eventually go over the City Manager's \$25,000 purchasing authority. Thus, the need for a resolution ratifying the contract.

Staff Recommendation

Staff recommends approval of resolution.

ATTACHMENTS

1.	Vector Security Resolution
2.	Vector Security Agreement

RESOLUTION 2025-R-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, RATIFYING A CONTRACT BETWEEN THE CITY OF PALATKA AND VECTOR SECURITY FOR SECURITY ALARM SERVICES FOR CITY HALL; AND PROVIDING FOR SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, the City of Palatka Purchasing Policy authorizes the City Manager to make emergency purchases; and

WHEREAS, on an emergency basis, the Interim City Manager entered into a contract with Vector Security for security alarm services for City Hall, which was signed on September 18, 2024; and

WHEREAS, the contract provides for an initial three-year term, after which it will renew on a month-to-month basis unless terminated by either party with 30-day notice; and

WHEREAS, the month-to-month renewal provision, when considered beyond the initial three-year term, places the total contract value above the City Manager's \$25,000 purchasing authority; and

WHEREAS, the City Commission recognizes the necessity of such services and desires to ratify and approve the contract retroactively.

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

Section 1. The City Commission hereby ratifies and approves the contract between the City of Palatka and Vector Security for security alarm services for City Hall, as signed by the City Manager on September 18, 2024.

Section 2. The City Manager is authorized to execute any additional documents necessary to effectuate the intent of this resolution.

Section 3. Scrivener's Errors. The City Manager or designee, without public hearing, is authorized to correct any typographical or 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.

Section 4. Effective Date. This resolution shall take effect immediately upon its adoption.

PASSED by the City Commission of the City of Palatka, Florida, this 9th day of January, 2025.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

Acting City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney



2000 Ericsson Drive, Warrendale, PA 15086



For Office Use Only:	
Customer #	_____
Site #	_____
CS #	_____

RESIDENTIAL PURCHASE AND SERVICES AGREEMENT

THIS AGREEMENT is made this September 18th 2024 by and between Vector Security, Inc. ("Vector"), and CITY OF PALATKA CITY HALL and (if applicable) (individually and collectively "Customer").

Location of Customer's Premises ("Premises"):

CITY OF PALATKA CITY HALL
201 N 2nd St

Palatka, FL 32177

Phone: (386) 329-0100

Email: mcarty@palatka-fl.gov

Customer's billing address to which invoices from Vector are to be sent will be considered the same as the Premises address listed above unless a different billing address is listed directly below. If payment through Electronic Funds Transfer ("EFT")/Automated Clearing House ("ACH") or Credit Card is selected below, Customer shall separately provide Vector the applicable billing address for such payment.

Billing Address:

CITY OF PALATKA CITY HALL
201 N 2nd St

Palatka, FL 32177

Phone: (386) 329-0100

This Agreement is written in plain language and Customer is sometimes referred to as "you", "your", or "Buyer", and Vector is sometimes referred to as "we," "our," "us," "Vector" or "Seller."

☐ New Owner (C.O.E.), Previous Owner's Name:

WORK TO BE PERFORMED:

☒ New Installation

☐ Take Over

☐ Other

☐ Upgrade

☐ Prewire

☐ Prewire w/ completion

SERVICES TYPE:

☒ Monitoring

☒ Vector Security Protection Plan

☐ Security Care

☒ Security Care Plus

☒ Emergency Response

☒ My Vector Security

Plan:

☐ 2 Way Voice Monitoring

☐ Secure Trac

☐

☐

☒ Bundled Package of above-selected services

MONTHLY AMOUNT

\$90.00

During the term of this Agreement, Customer agrees to pay for the following items through ☐ EFT/ACH or ☐ Credit Card and has provided Vector with information necessary for this purpose:

☐ Activation Fee (one-time fee)

☐ Sales/Installation Price (one-time fee)

☐ Services (recurring fee)

THIS IS A COPY

**This is a copy view of the Authoritative Copy held
by the designated custodian**

* By providing your e-mail address you are agreeing to receive marketing and promotional material from Vector, including special offers, free tips and advice, news alerts, newsletters and/or new product information. If you do not wish to receive marketing and promotional material at this e-mail address please check the box below.

☒ I do not wish to receive marketing and promotional material from Vector. ☒ I do not wish to receive marketing and promotional material from Vector.

COPY VIEW

TERMS AND CONDITIONS FOR RESIDENTIAL PURCHASE AND SERVICES AGREEMENT**1. SALE, INSTALLATION AND SERVICES. (check one)**

☒ We will sell and install, provide warranty and after-warranty repair service, and provide the other services checked above for the security system(s) (individually or collectively the "System" or "Sold System") checked above and described on the attached Location Record Rider or Rider.

☐ We will take over a system previously installed at the Premises (individually or collectively the "Customer System" or "System") we will: (i) if necessary, install a digital alarm communicator transmitter ("DACT") or a control panel which contains a DACT (the "Panel"), (ii) install other equipment listed on the attached Location Record Rider or Rider, and (iii) connect your existing system to Vector's monitoring facility (the "Center") and then, provide the services checked above for the System and/or described on the attached Location Record Rider or Rider. Any and all existing components, equipment and/or wiring, which we connect to is not covered by our limited warranty in any respects, and unless specifically requested by and paid for by Customer, and therefore, it will not be tested, evaluated, or inspected by Vector unless you expressly request us to do so.

2. PRICE; PAYMENT AND TERM.

2.1 SALES/INSTALLATION PRICE. THE TOTAL SALES/INSTALLATION PRICE FOR THE SYSTEM IS: \$4,957.00, PLUS TAX IF APPLICABLE; DEPOSIT DUE NOW \$90.00, BALANCE WHEN THE SYSTEM IS COMPLETED \$4,867.00, PLUS TAX IF APPLICABLE, PREPAID MONITORING SERVICE DUE NOW \$4,957.00. We may elect not to start to monitor or provide other services until the sales/installation price is paid in full. If you fail to make any payment when due we may discontinue installation, monitoring and services, terminate this Agreement and recover all damages to which we are entitled, including the value of the work performed and loss of profits. In addition, we may impose a late charge on all payments more than thirty (30) days past due in the maximum amount permitted by law. We may file a mechanic's lien if you fail to pay the entire sales price.

2.2 SERVICES FEE; FINANCIAL DISCLOSURES. For monitoring and other services selected above your monthly payment is \$90.00 ("Services Fee"). Subject to Section 2.3, the total sum you will pay us for the initial term of three (3) years is \$3,240.00, payable at the rate of \$90.00 per month in advance (36 payments), starting on the first day in which monitoring and/or services begin. At our sole discretion, Vector's billing cycle may prorate monthly charges for the months in which services begin and end, which may increase the number of payments, though the total sum billed for the term shall remain the same. Payments for services are due upon receipt of our invoice. If EFT or credit card is selected, you will authorize periodic debits to your bank account or credit card, without recourse, as stated above for payment of services. If an EFT or credit card payment is dishonored, you will pay for the services within five (5) days of us giving you notice of the payment failure. See Sections 12 and 13 for information regarding nonpayment, default, late fees and our collection and termination remedies. **There is no cost of credit or financing charge (0% APR) associated with this Agreement.**

2.3 INCREASE IN SERVICES FEE. You acknowledge that the Services Fee includes applicable third-party charges but does not include existing federal, state, and local taxes. Depending on the state in which the Premises is located, you may also be obligated to pay certain taxes in addition to the Services Fee. We shall have the right, at any time, to pass-through to you any additional or increased taxes, licenses, permits, or fees which we may incur or be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, Vector may increase the Services Fee at any time after the initial twelve (12) months of this Agreement. If Customer is unwilling to pay the increase, Customer must (i) notify Vector in writing ¹⁴/₃₀ and (ii) mail the notice within thirty (30) days of the date of Vector's notice of the increase. If Customer does not timely notify Vector, Customer hereby consents to the increase and all other terms and conditions of this Agreement shall remain unchanged and in full force and effect. In the event Vector receives a notice from Customer indicating unwillingness to pay the increase, Vector may, in its sole discretion, elect to terminate this Agreement upon thirty (30) days written notice to Customer or continue the prior rate and allow this Agreement to remain in full force and effect.

3. TERM. The initial term of this Agreement shall end three (3) years from the above-mentioned date of this Agreement. This Agreement will automatically renew on a month-to-month basis unless cancelled by either of us in writing at least thirty (30) days before the end of the initial term or any renewal term.

4. LIMITATION OF LIABILITY; INDEMNIFICATION. SECTION 16 OF THIS AGREEMENT LIMITS OUR LIABILITY TO A MAXIMUM OF \$1,000.00 IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. IN ADDITION, SECTION 17 REQUIRES THAT YOU INDEMNIFY US IN CERTAIN SITUATIONS. YOU HAVE HAD THE OPPORTUNITY TO READ THIS AGREEMENT AND TO TALK TO OUR SALES REPRESENTATIVE ABOUT THESE LIMITATIONS. YOU UNDERSTAND THAT THE MEDICAL EMERGENCY FEATURE OF THE SYSTEM IS NOT A BURGLAR OR FIRE ALARM AND CAN ONLY BE ACTIVATED MANUALLY, AND THAT THERE ARE ALTERNATIVES AVAILABLE TO YOU SUCH AS 911 EMERGENCY TELEPHONE SERVICE. YOU HAVE SELECTED THE SYSTEM AND SERVICES WITH A FULL UNDERSTANDING OF THEIR LIMITATIONS AND THE LIMITATION OF OUR LIABILITY. IF YOU WISH, YOU MAY OBTAIN A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL PERIODIC CHARGE TO US. IF YOU ARE INTERESTED IN THIS OPTION, PLEASE CONTACT US FOR FURTHER INFORMATION. IF YOU ELECT THIS OPTION, WE WILL ATTACH A RIDER TO THIS AGREEMENT THAT WILL SET FORTH THE AMOUNT OF THE LIMITATION OF LIABILITY AND THE AMOUNT OF THE ADDITIONAL CHARGE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT WE ARE AN INSURER.

5. LIMITED WARRANTY.

5.1 WHAT IS COVERED: FOR ONE (1) YEAR AFTER WE COMPLETE THE INSTALLATION, WE WILL REPAIR OR REPLACE ANY PART OF THE SYSTEM WE DETERMINE IS DEFECTIVE WITHOUT CHARGE TO YOU. WE CAN USE NEW OR USED PARTS OF THE SAME QUALITY, AND WE MAY KEEP ANY REPLACED PARTS. FOR A CUSTOMER SYSTEM, THIS WARRANTY ONLY APPLIES TO THE PANEL AND OTHER EQUIPMENT INSTALLED BY US AND NOT THE CUSTOMER OWNED EQUIPMENT.

5.2 HOW TO GET REPAIR SERVICE: CALL OR WRITE US AT OUR CUSTOMER SERVICE DEPARTMENT AND TELL US WHAT IS WRONG WITH THE SYSTEM. WE WILL PROVIDE REPAIR SERVICE AS SOON AS POSSIBLE DURING OUR NORMAL

REPAIR SERVICE HOURS EXCLUDING HOLIDAYS WE OBSERVE. EMERGENCY REPAIR SERVICE IS AVAILABLE AT OTHER TIMES AT OUR PREMIUM LABOR RATE.

5.3 WHAT IS NOT INCLUDED: REPAIR OF THE SYSTEM IS OUR ONLY DUTY UNDER THIS LIMITED WARRANTY. THIS WARRANTY DOES NOT INCLUDE DISPOSABLE ITEMS SUCH AS BATTERIES THAT WE WILL PROVIDE TO YOU AND YOU AGREE TO PAY FOR AT OUR PREVAILING RATES. PROPER DISPOSAL OF ALL BATTERIES IS THE SOLE DUTY OF CUSTOMER. ANY REQUIRED OR REQUESTED FIRE ALARM TESTS AND/OR INSPECTIONS ARE NOT PART OF WARRANTY SERVICE AND SHALL BE SEPARATELY BILLED TO YOU AT OUR PREVAILING RATES FOR SUCH SERVICES AND YOU AGREE TO PAY FOR THE SAME. WE MAKE NO OTHER EXPRESS WARRANTY INCLUDING ANY WARRANTY OF MERCHANTABILITY OF THE SYSTEM OR ITS FITNESS FOR ANY SPECIAL PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, INTRUSION, FIRE, HOLD-UP, MEDICAL EMERGENCY OR OTHER SUCH EVENT. WE HAVE NO CONTROL OVER THE RESPONSE TIME OR CAPABILITY OF ANY AGENCY OR PERSON WHO MAY BE NOTIFIED AS A RESULT OF THE SYSTEM BEING USED AND WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE PROMPTNESS OF THEIR RESPONSE, IF ANY. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED, BYPASSED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. THIS WARRANTY DOES NOT COVER REPAIRS THAT ARE NEEDED BECAUSE OF AN ACCIDENT, MISUSE OR ABUSE OF THE SYSTEM, ACTS OF GOD, YOUR FAILURE TO PROPERLY USE THE SYSTEM, OR IF SOMEONE OTHER THAN US ATTEMPTS TO REPAIR OR CHANGE THE SYSTEM, OR ANY OTHER REASON EXCEPT IF WE DETERMINE THAT A DEFECT IN THE EQUIPMENT OR OUR INSTALLATION EXISTS. ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THIS EXPRESSED LIMITED WARRANTY. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. YOU AGREE THAT THIS IS OUR ONLY WARRANTY AND WE HAVE GIVEN YOU NO OTHER WARRANTY FOR THE SYSTEM.

5.4 DISCLAIMER. VECTOR ASSUMES NO OBLIGATION, EXPRESS OR IMPLIED, TO PROTECT OR MONITOR THE SECURITY OF CUSTOMER'S NETWORK, SYSTEMS OR DATA FROM UNAUTHORIZED ACCESS, OR TO MONITOR OR PREVENT ANY BREACH OF THE SAME. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR THE RISKS ASSOCIATED WITH CUSTOMER'S NETWORK, SYSTEMS OR DATA, INCLUDING THAT ANY TRANSMISSION TO OR FROM CUSTOMER'S NETWORK, SYSTEMS OR DATA IS NOT SECURE, RELIABLE, PRIVATE OR CONFIDENTIAL AND THAT ANY SUCH TRANSMISSION COULD BE SUBJECT TO INTERCEPTION, LOSS OR ALTERATION.

5.5 STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

6. INSTALLATION OF THE SYSTEM. You will permit us to install the System, including the DACT or Panel, during our normal business hours and you will give us uninterrupted access to the Premises. You warrant that you have full authority from the owner and/or other person in control of the Premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations of where the DACT, Panel, control panel, keypads, audible devices, and all devices will be installed. If the burglar alarm system includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 24 hour - 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the Premises (such as fixing loose doors, broken windows, etc.) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide the proper environment for the System as we may reasonably request. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You will provide us, in writing, with the name of any insurance rating bureau who may have jurisdiction for the System. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the Premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determine where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceilings, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will advise us in writing within ten (10) days, otherwise the System will have been accepted by you.

7. ALARM SYSTEM MONITORING SERVICE; RESPONSE. If you have subscribed to monitoring service, we shall connect the System(s) to the monitoring facility (the "Center"). You acknowledge and agree that monitoring is provided only for the monitored alarm system, and shall not be provided for video equipment. The Center does not monitor your access to installed video cameras at the Premises that are connected to a remote video viewing network, and will not know that you have activated and used this service. A System that is enhanced with audio capability may additionally enable Vector to record, store and review oral communications from in and outside of the Premises, and such audio capability may require the prior consent of all parties to the oral communication. Customer agrees, authorizes and consents to our recording, storing and reviewing video images and oral communications transmitted to our Center from the System at the Premises. You are solely responsible for, to the extent required by law, informing persons on the Premises that they may be monitored by audio and, to the extent required by law, obtain consent from all persons on the Premises to permit the recording, storing, and reviewing of oral communications. Customer shall (i) not use or permit the use of video or audio installed where any person may have a reasonable expectation of privacy; and (ii) not use the System for any criminal, illegal, or otherwise unlawful activity, including invasion of privacy. In order to reduce false alarms, Vector may use enhanced call verification (2-call verification) for processing burglar alarm signals. If so, when a burglar alarm signal from the alarm system is received, we will first try to telephone the Premises, and if there is no answer then will try to telephone the first person on your emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, Vector will attempt to notify the police department. Vector will also attempt to contact someone on your emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, Vector will attempt to notify the police or fire

department or other emergency personnel ("Authority") and the first available person on the emergency call list. If we receive an abort message from a person on the Premises or electronically from the System prior to notifying the Authority, we will not notify the Authority of the alarm. If we receive an abort message from a person on the Premises or electronically from the System after notifying the Authority, we will attempt to rescind the notification. If the Center reasonably believes that an emergency condition does exist, it will try to telephone the Authority or other emergency personnel and the first available person on the emergency call list you give us, unless the Authority has adopted either a non-response policy or requires physical verification of the alarm before responding, in which event the Center will not initially notify the Authority and shall only attempt to notify Customer or a Customer-designated representative, and dispatch its response personnel if Customer has subscribed to such response service. If you or your representative or our response agent who physically inspects the Premises advises the Center that an actual emergency condition exists, the Center will attempt to notify the Authorities. When a non-emergency signal is received, the Center will attempt to contact you or the first available person on your emergency call list but will not notify the Authority. Upon receipt of a medical emergency signal, our sole responsibility will be to (i) first call the Premises to verify the need for assistance; and (ii) call the medical assistance providers as you have directed us in writing if we (a) verify the need for such response, or (b) are unable to determine that no response is needed. When a carbon monoxide alarm signal is received, the Center will first attempt to contact the Premises. If there is no answer at the Premises, the Center will attempt to notify the fire department and the first available person on your emergency call list. If someone in the Premises responds to our call, the Center will notify the fire department if Customer requests Center to do so, and we recommend that everyone vacate the Premises. If no one answers the door for emergency authorities, they may attempt to forcibly enter the Premises, which may result in damage to your door or other entrance. We may modify or discontinue any particular monitoring or response service caused by governmental or insurance changes or requirements by giving you written notice. You consent to the recording of all telephonic communications between the Premises and our office or the Center. If the Authority now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, you agree to subscribe to such service if provided by us or otherwise comply with such requirements. We may charge an additional monthly fee for such service that will be added to the then current monthly fee. **EMERGENCY RESPONSE:** If you subscribe to key reset response, we agree to provide emergency response to the System and you agree to pay us the emergency response fees. Upon receipt of a signal and verification that no one is at the Premises, we will, if we determine it to be necessary, send the next available employee to the Premises (with keys you have provided us) to reset the System and/or determine the need for repair service. If we find that repair service is needed, you authorize us to do such work and agree to pay our then-current prices.

8. **TRANSMISSION LINES.** The System includes a DACT or Panel that sends signals to the Center over your physical network owned and operated by a voice service provider that delivers traditional telephone service via a loop start analog telephone interface ("Managed Voice Service"), Internet service, dedicated cellular service or long range radio. For a Managed Voice Service connection you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and Vector recommends the use of an RJ31X or equivalent telephone jack to give the System priority over the other telephones in the Premises; however, when the System is activated, you will be unable to use your telephone to make other calls (such as calls to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and the Center and Vector will not know of the telephone service problem. For Internet service you will provide an always-on connection, however, this type of service does not have provisions for operations when electrical power is unavailable. You acknowledge that the use of Internet (including VoIP), cellular, or radio transmission services may be controlled by local state agencies and the Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will recommend alternate methods of communications available in your geographic location. All communication methods, including Internet, cellular or radio transmissions, may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control and are maintained and serviced by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband Internet service, all of which are subject to periodic interruptions or outages, and we recommend the installation of a backup communications systems that would allow System to communicate with Center during times of temporary loss, interruptions, or outages. Secondary type services can also be interrupted by the same conditions describe above and there is no guarantee either service will operate when conditions are not optimal. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of Managed Voice Service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. In such event, you agree to pay our standard rates and charges for the installation and use of such facilities. For cellular service, you agree that if an event or events generate signals in excess of the cellular service plan limit included in the Services Fee, you agree to pay for any excess cellular service charges at the rate then in effect. If telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband service. **IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE MONITORING FACILITY.** Additionally, you will conduct follow-up testing to ensure that the System properly communicates with the Center.

9. **FALSE ALARMS.** You agree that you and others using the System will use it carefully, so as to avoid causing false alarms. Severe weather or other forces beyond our control can cause false alarms. If we receive too many false alarms, that will constitute a breach of contract by you, and we may cancel monitoring and services and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge.

10. **AFTER-WARRANTY REPAIR SERVICE; VECTOR SECURITY PROTECTION PLAN.** Unless you subscribe to extended contract repair pursuant to a Vector Security Protection Plan ("Protection Plan"), at the end of our one (1) year limited warranty we will continue to repair the System and provide parts and supplies on a time and material basis. You will pay our standard parts and labor charges for all repair calls. There will be a minimum visit charge for each repair call. See Section 5.2 of our Limited Warranty on how to get repair service.
11. **CUSTOMER'S DUTIES.** You will instruct all other persons who may use the System on its proper testing and use. You will test the security alarm system's protective devices and send test signals to the Center in accordance with manufacturer's instructions. In addition, you shall test smoke and heat detection systems, in accordance with the manufacturer's instructions, and shall have the System tested by a qualified service technician at least annually, at your expense. You should develop and rehearse an evacuation plan in case of a fire. If the security alarm system includes space protection (e.g., dual technology, microwave, infrared, photo-beams or other such detectors) you will turn off, control, relocate or remove all things such as HVAC systems, furniture, pets, and other such items that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. You will complete and give us an emergency information form that will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at the Premises, and other information we may require. You will notify us of any changes in the information set forth on the emergency information form. CARBON MONOXIDE DETECTORS AND SMOKE ALARMS SHOULD BE PERIODICALLY REPLACED IN ACCORDANCE WITH APPLICABLE FIRE CODE STANDARDS OR THE MANUFACTURER'S RECOMMENDATION (TYPICALLY 6 to 10 YEARS). You are solely responsible for timely replacing each detector or alarm. Upon receipt of your notice that a detector or alarm needs replacement, we will replace the detector or alarm at our then prevailing prices. You will, at your sole expense, obtain and keep in effect during the entire term of this Agreement, all permits, licenses, plan checks and similar governmental requirements that may be required for the installation, operation and use of the System.
12. **SUSPENSION OR CANCELLATION OF SERVICES.** You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes, other acts of God, or other such events beyond our control affect the operation of our Center or so severely damage the Premises that continuing services would be impractical; (ii) there is an interruption or unavailability of the telephone service between the alarm system and our Center or between our Center and the Authority; (iii) you do not pay the services charge due to us, after we have given you ten (10) days' notice that we are cancelling services because of non-payment; (iv) we are unable to provide services because of some action or ruling by any governmental authority; and/or (v) you become a debtor in a bankruptcy proceeding. Notwithstanding the foregoing, Vector may terminate services for any reason by providing you with thirty (30) days written notice of termination. If services are cancelled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the DACT or Panel from the Center and/or enter the Premises to disconnect the alarm system from our monitoring equipment. If services are suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.
13. **TERMINATION, DEFAULT.** In the event you are not the owner of the Premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. If you fail to make any payment when due we may discontinue installation, monitoring and services, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. You also agree to pay for any and all collection fees, attorneys' fees and related costs, whether or not this matter is referred to collection and whether or not a suit is filed. We may impose a monthly late fee on all payments more than thirty (30) days past due in an amount equal to one and one-half percent (1 1/2% - 18% per annum) until paid, or the maximum amount permitted by law, whichever is less. You agree that Sections 16, 17 and 18 survive the cancellation, termination or expiration of this Agreement.
14. **ASSIGNEES AND SUBCONTRACTORS.** We may transfer or assign this Agreement to any other security company, financial institution or other entity without notice to you. Upon an assignment to another security company, Vector will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents the Premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly Sections 16 and 17, shall apply to all of the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.
15. **CHANGES TO THE SYSTEM.** If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION MAY BE AVAILABLE FOR A HIGHER PRICE.
16. **VECTOR IS NOT AN INSURER; LIMITATION OF LIABILITY.** You understand that (a) we are not an insurer of your property or the personal safety of persons in the Premises; (b) you should provide any insurance on the Premises and its contents; (c) the amount you pay to us is based only on the value of the System and services we provide and not on the value of the Premises or its contents; (d) alarm systems and our monitoring, alarm response and repair service may not always operate properly for various reasons; (e) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our services fail to operate properly; (f) it is difficult to determine in advance how fast the police or fire department or others would respond to an alarm signal; and (g) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our active or passive negligence, or a failure of the System or services. Therefore, even if a court decides that Vector's breach of this Agreement, or our negligence, or a failure of the System, system design, system programming, installation, monitoring, repair service, alarm response or any other services provided by Vector, including services provided under any Protection Plan, caused or allowed any harm or damage (whether property damage, personal injury or death) to occur to you while on the Premises, you agree that our liability shall be limited to a maximum of \$1,000.00, and this shall be your only remedy regardless of what legal

theory (including without limitation, negligence, breach of contract, breach of warranty, failure to warn or product liability) is used to determine that we were liable for the injury or loss.

17. **THIRD PARTY INDEMNIFICATION AND SUBROGATION WAIVER.** If anyone other than you asks us to pay for Any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Vector's breach of this Agreement or a failure of the System or services, including any services provided under any Protection Plan, (ii) our active or passive negligence, (iii) any other improper or careless activity of ours in providing the System or services, or (iv) a claim for indemnification or contribution, you agree to indemnify, defend and release us from liability, with respect to all such third party claims. Among other things, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about the Premises, and that employee or subcontractor solely causes such harm or damages. You agree to a waiver of claims and to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to indemnify and defend us against any such claim. You are responsible for notifying your current insurance company of this subrogation waiver and release, and all new insurance companies in the future.
18. **LIMITATION ON LAWSUITS; WAIVER OF JURY TRIAL.** Unless prohibited by law, both Vector and Customer agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. **UNLESS PROHIBITED BY LAW, ANY LAWSUIT BROUGHT BY EITHER PARTY WITH RESPECT TO THIS AGREEMENT SHALL NOT BE HEARD BEFORE A JURY. UNLESS PROHIBITED BY LAW BOTH PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.**
19. **INFORMATION AND PRIVACY.** You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. Except as required to provide the services that you have selected, we will not otherwise monitor the Premises. You consent to us using information about you and your location in accordance with our Privacy Policy, which may be modified, updated, or amended by us from time-to-time, and can be found at the following URL: <https://www.vectorsecurity.com/privacy-policy>. You acknowledge and agree that us publishing a modified, updated, or amended Privacy Policy at such URL (or any successor URL designated by us) shall be considered sufficient notice of such changes to you.
20. **MILITARY POLICY:** If Customer is a member of active duty military, Vector will permit Customer to cancel the Agreement by giving Vector thirty (30) days written notice of cancellation if Customer has: (i) sold the Premises and provided Vector with written proof of sale, and (ii) provided Vector with a copy of recent written PCS orders requiring relocation of the Customer. Unless Customer satisfies the aforementioned (i) and (ii) as determined by Vector, Customer shall remain bound for the remainder of the current term of the Agreement.
21. **ENTIRE AGREEMENT; DOCUMENT RETENTION.** The entire and only agreement between you and Vector is written in this Agreement and any applicable Vector attachments. It replaces any earlier oral or written understandings or agreements. It may only be changed by a written agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY ANY VECTOR REPRESENTATIVE.** If you have given or ever give us a purchase order for the System or services that provides for different terms other than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in full force and effect. The interpretation of this Agreement shall not be construed against the preparer of the Agreement. You agree that a copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. You agree that we may save and store all contracts and other documents executed by Customer in an electronic media and all such contracts and other documents shall be deemed to be, and may be used by us as, originals and shall be given the same force and effect as the paper-form originals.
22. **RECEIPT OF COPY.** You acknowledge that you have received a completed copy of this Agreement, two (2) copies of the notice of cancellation form which has been orally explained to you, and all attachments. In the event you have subscribed to MyVectorSecurity you acknowledge that you have received the separate Alarm.com Terms attachment and agree to be bound to Alarm.com by the additional terms and conditions for those services as contained in that attachment. In the event you have subscribed to a Protection Plan, you acknowledge that you have received the attachment for the Protection Plan and agree to the additional terms and conditions for those services as contained in that attachment, which terms are incorporated into this Agreement by reference. All of the terms and conditions contained on each page and on all attachments are part of this Agreement. Read them before you sign below. If you have subscribed to MyVectorSecurity services that include video or still-photo image cameras viewable by you, no commitment is provided on the period of time quantity of storage that you may view video clips or still-images quantity of storage unless specifically subscribed to by you and expressly set forth in this Agreement.
23. **NOTICES TO CUSTOMER.** You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services. The city or county in which the Premises is located may require that you obtain a permit for the use and monitoring of the System. Local authorities may not respond to alarm notifications until all permits or licenses for use of the alarm system have been obtained, and, therefore, Vector may not begin monitoring until Customer has obtained at Customer's expense all necessary permits or licenses, and provided Vector with the license or permit number.

THIS AGREEMENT WILL NOT BE BINDING UPON VECTOR UNTIL EITHER (i) SIGNED BY ONE OF OUR MANAGERS; OR (ii) WE START THE INSTALLATION OR SERVICES. IN THE EVENT OF NON-APPROVAL, OUR ONLY LIABILITY SHALL BE TO REFUND

THIS IS A COPY

This is a copy view of the Authoritative Copy held by the designated custodian

TO YOU THE AMOUNT THAT YOU PAID TO US UPON THE SIGNING OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY VECTOR'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT, IN ANY WAY, INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

Vector Security, Inc. Florida Licenses: FL EF20000395, EF20001159, GA LVA206059.

License information additionally available at www.vectorsecurity.com.

BUYER'S RIGHT TO CANCEL. THIS IS A HOME SOLICITATION SALE, AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM, OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT ON THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT, THE SELLER MAY NOT KEEP ALL OR PART OF ANY CASH DOWN PAYMENT. YOU MAY ALSO CANCEL THIS CONTRACT IF UPON A DOCTOR'S ORDER YOU CANNOT PHYSICALLY RECEIVE THE SERVICES, OR YOU MAY CANCEL THE CONTRACT IF THE SERVICES CEASE TO BE OFFERED AS STATED IN THE CONTRACT. IF YOU CANCEL THE CONTRACT FOR EITHER OF THESE REASONS, THE SELLER MAY KEEP ONLY A PORTION OF THE CONTRACT PRICE EQUAL TO A PRO RATA PORTION OF THE TOTAL PRICE REPRESENTING THE PROPORTION OF SERVICES YOU USED OR COMPLETED, PLUS THE COST TO THE SELLER OF ANY RELATED GOODS WHICH YOU HAVE CONSUMED OR RETAINED. THIS CONTRACT OR NOTE IS FOR FUTURE CONSUMER SERVICES AND PUTS ALL ASSIGNEES ON NOTICE OF THE CONSUMER'S RIGHT TO CANCEL UNDER CHAPTER 2-18 FLORIDA ADMINISTRATIVE CODE.

VECTOR SECURITY, INC.

By: rep Daniel Foster
A721283D40D641C...

(Vector Sales Representative)

CUSTOMER

Marcia G. Interim City Mgr
9BF94967EA914D2...

DATE SIGNED

9/18/2024

Approved By:

mgr Robert Travers
E7987BA4A09C43A...

(Vector Authorized Representative)

Rev 7/10/2023



2000 Ericsson Drive, Warrendale, PA 15086



For Office Use Only:
Customer # _____
Site # _____
CS # _____

RIDER

This Rider amends and is incorporated into that certain Residential Agreement dated, September 18th 2024 (the "Agreement") between Vector Security, Inc. ("Vector") and CITY OF PALATKA CITY HALL and (if applicable) (individually and collectively "Customer", "your, or "your") for equipment and/or services for the premises at:

1. Premises Address:CITY OF PALATKA CITY HALL
201 N 2nd St

Palatka FL 32177

Premises Agent: MARCIA M CARTY

Premises Agent Tel. No: (386) 329-0100

2. Billing Address:CITY OF PALATKA CITY HALL
201 N 2nd St

Palatka FL 32177

Billing Agent:

Billing Agent Tel. No: (386) 329-0100

The parties agree to the following equipment and/or services, and/or changes in equipment and/or services, for the alarm system(s) ("System") described in the Agreement. Capitalized terms used in this Rider (the "Rider") that are not otherwise defined in this Rider shall have the meanings set forth in the Agreement.

3. System: ☒ New ☐ Add on**4. NEW IQ4 INSTALL. WILL NEED 20-30 FEET OF PVC PIPE FOR 2 OF THE OUTDOOR CAMERAS.****5. Schedule of Protection:**

QTY.	ITEM CODE	DESCRIPTION	LOCATION	PRICE
1		Qolsys 4 Panel		\$400.00
1		Bluetooth Disarming		\$0.00
1		Built-in Glass Break		\$0.00
1		Built-in 8MP Camera		\$0.00
1		40 Disarmed Photos		\$0.00
1		Alarm.Com Interactive Gold		\$0.00
4	PG9303	PowerG Thin Door/Window Sensor		\$280.00
2	PG9914	PowerG Motion Sensor		\$140.00
1	ADC-V523X	Alarm.Com Interior Camera WITH SD C		\$299.00
1	ADC-SVR210-2TB	Alarm.com 8-Channel SVR w 2TB HD		\$449.00
1	ADC-CSVR2008P-1X3TB	SVR 8 Channel/PoE - 3TB Hard Drive		\$699.00
3	ADC-VC838PF	Indoor/Outdoor PRO Turret PoE Varif		\$1,197.00
1	EQUIPT	PVC PIPE AND FITTINGS		\$200.00
4	EQUIPT	HOLDUP BUTTONS		\$396.00
3	EQUIPT	BRUSHED BRONZE LEVER LOCKS		\$897.00

NOTE: Zone information may change to conform with the actual installation of components.

6. AUDIO AND VIDEO CAPABILITIES. A System that is enhanced with audio capability may additionally enable Vector and/or you to record, store and review audio communications from in and/or outside of the Premises. Customer agrees, authorizes and consents to our recording, storing and reviewing video images and audio communications transmitted to our Center from the System at the Premises. Customer acknowledges and agrees that in the event of recording, storing, and review of audio communications that are not transmitted to our Center from the System at the Premises, Vector will not know that you have recorded, stored, and/or reviewed such communications. **DEPENDING ON THE STATE IN WHICH YOU RESIDE, SUCH AUDIO CAPABILITY MAY REQUIRE THE PRIOR CONSENT OF ALL PARTIES TO SUCH COMMUNICATIONS. AS SUCH, CUSTOMER IS SOLELY RESPONSIBLE, TO THE EXTENT REQUIRED BY LAW, FOR INFORMING PERSONS ON THE PREMISES THAT THEY MAY BE MONITORED BY AUDIO COMMUNICATIONS AND FOR OBTAINING THE CONSENT FROM ALL SUCH PERSONS TO THE RECORDING, STORING, AND REVIEWING OF SUCH AUDIO COMMUNICATIONS.** Customer shall (i) not use or permit the use of any System with video or audio capabilities in any location where any person may have a reasonable expectation of privacy; and (ii) not use the System for any criminal, illegal, or otherwise unlawful activity, including invasion of privacy.

7. VIDEO VERIFICATION SERVICES. If Customer subscribes to Video Verification Services, upon receipt of a burglar alarm signal or other predetermined trigger, the Center will attempt to view certain recorded video or live video to determine, in its sole discretion, whether an emergency condition exists on the video transmission and, if so, Vector will attempt to notify the police and then Vector will attempt to contact the

first person on your emergency call list to advise that the police have been notified. In order to reduce false alarms, Vector may, in its sole discretion, first attempt to contact the first person on your emergency call list to verify whether or not an emergency condition requiring police response exists, and if there is no answer or the person contacted indicates that an emergency condition exists, Vector will attempt to notify the police department. Vector may, in its sole discretion, use software or other technologies to determine, in its sole discretion, whether an emergency condition exists. If otherwise requested through written directives by Customer and accepted by Vector, Center will attempt to provide alternative response services for Video Verification Services as directed in writing by Customer. If Customer subscribes to Event Interaction Services for Video Verification, in the event Center views certain recorded video or live video and determines, in its sole discretion, that an emergency condition exists on the video transmission, Center will attempt to take certain additional actions, which may include but is not limited to communicating with individuals present at the Premises, to conform to written directives provided by Customer and accepted by Vector.

8. NOTIFICATION AND SELF-MONITORED SERVICES. If you have subscribed to monitoring services, you acknowledge and agree that monitoring provided by Vector's monitoring facility is provided only for the devices that are a part of the monitored alarm system and connected to Vector's monitoring facility or made temporarily accessible to Vector's monitoring facility. Vector does not monitor your access to any web-based or mobile application related to the System (including notifications sent from such web-based or mobile application), installed video cameras at the Premises connected to a remote video viewing network, or to any devices that are not connected to Vector's monitoring facility (including without limitation any sensor device provided for Self-Monitored Mobile Notifications that provides you notifications through a mobile application for a standalone sensor device not connected to Vector's monitoring facility) and will not know that you have activated and are using such services.

9. CONTACTING CUSTOMER. You expressly authorize Vector to contact you at the phone number, email address or other contact information you have provided, including through the use of an automated dialing system, SMS message (texts), email, pre-recorded or artificial voice, voicemail and/or facsimile for marketing communications and all communications related to servicing or administering your account with Vector, including, without limitation, communications about your alarm system, this agreement, the services, billing, collections, promotions, advertisements and information regarding any of our current or future partners, and/or our partners products or services, whether related to your alarm system or not. Your consent to receive marketing communications is not required as a condition of purchase. Message and data rates may apply. You may revoke this authorization for marketing communications by an email sent to marketing@vectorsecurity.com, or by a signed writing mailed return receipt to: Marketing Opt-Out, 2000 Ericsson Drive, Warrendale, PA 15086.

10. PRIVACY POLICY. You consent to us using information about you and your location in accordance with our Privacy Policy, which may be modified, updated, or amended by us from time-to-time, and can be found at the following URL: <https://www.vectorsecurity.com/privacy-policy>. You acknowledge and agree that us publishing a modified, updated, or amended Privacy Policy at such URL (or any successor URL designated by us) shall be considered sufficient notice of such changes to you.

11. ALARM.COM TERMS. In the event you have subscribed to MyVectorSecurity services, or any other Alarm.com services, you acknowledge that you have received the separate Alarm.com Terms attachment and agree to be bound to Alarm.com by the additional terms and conditions for those services as contained in that attachment.

12. AGREEMENT; NOTICES. All of the terms, covenants and conditions of the Agreement by and between Vector and Customer shall remain in full force and effect, except as expressly modified by this Rider. Customer acknowledges and agrees that this Rider and the equipment and services performed hereunder are subject to and provided pursuant to the Agreement and particularly those sections which set forth Vector's maximum liability, right to indemnification, waiver of subrogation and waiver of jury trial and limitation on actions in the event of any loss or damage to Customer or anyone else.

THIS RIDER WILL NOT BE BINDING UPON VECTOR UNTIL EITHER (I) SIGNED BY ONE OF OUR MANAGERS OR (II) WE PROVIDE THE EQUIPMENT OR COMMENCE THE SERVICES DESCRIBED ABOVE.

[Remainder of page intentionally left blank. Signature page follows.]

THIS IS A COPYThis is a copy view of the Authoritative Copy held
by the designated custodian**[Signature Page of Rider]****VECTOR SECURITY, INC.**By: *rep Daniel Foster*
A721283D40D641C...

(Vector Sales Representative)

CUSTOMERBy: *Marcia G. Miller*
9BF94967EA914D2...*Interim City Mfg***DATE SIGNED**

9/18/2024

Approved By:

may Robert Travers
E7987BA4A08C43A...

(Vector Authorized Representative)

Vector Security is a registered trademark of Vector Security, Inc. Licenses: AK 33221, 14-063, 905947, 904141; AL AESBL 817, 44814, A-0805; AR E 2005 0104, 0179570420; AZ ROC218982, 18365-0; CA ACO 6152, 914676; DC 65003740, ECS-903143; DE FAL-0196, FAL-0253, 85-47, CSRSL-0043, 1989004898; FL EF20000395, EF20001159; GA LVA206059; HI C 35426; IA AS-0107, C118764; IL 127-001300; LA F317, F2142, F2144, 54974; MA 1492 C, SS-001909; MD 21PLU-SS2089; MI 3601206858; NC 25467-SP-LV, 528676 – CSA; ND 37153; NJ P00863, NJ Fire Alarm Business Lic. # 34FA000147300, Burglar Alarm Business Lic. 34BA00192401, NJ Locksmith Business Lic., # 34LS00070600, NJ FBL Lic. 34AL00000400, 13VH00292300, 854 So. White Horse Pike Suite 1, Hammonton, NJ 08037; NM 354514, 17-0133; NV 0066031, F437; NY 12000234360; OH 53-50-1081; OK 559; OR 194571; PA 004997, Philadelphia 16843; RI 4794, 2903, 30394, AFC-9185; SC BAC 5590, FAC 3419; TN 00000444, 1341, 1551, 1552; TX B11645, ACR-1768; UT 4759383-6501; VA DCJS #11-2048, 2705020459A; VT T1-2348; WA VECTOSI957PE; WV WV043469; WY LV-A-18634. In Alabama, complaints may be forwarded to the license board at the following address and telephone number: Alabama Electronic Security Board of Licensure, 7956 Vaughn Road, Suite 392, Montgomery, AL 36116, (334) 264-9388. In Arkansas, licensing is regulated by the Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock, AR 72209, (501) 618-8600. In California, alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA 95834. In New York, licensed by the N.Y.S. Department of State. In North Carolina, licensing is regulated by the North Carolina Alarm Systems Licensing Board, 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612, (919) 788-5320. In Texas, licensing is regulated by the Texas Department of Public Safety, Private Security Bureau, P.O. Box 4087, Austin, TX 78773, (512) 424-7710. License information additionally available at www.vectorsecurity.com.

Form # e06ssr Rev 11/29/2021



Site # _____

Form# f08vpp Rev 01/14



Vector Security Protection Plan Terms and Conditions

1. SecurityCare and SecurityCare Plus (each a "Plan") provides extended warranty repair service and equipment replacements due to breakage at no additional cost to Customer for parts or labor. The Plan also includes free yard sign and sticker replacement upon request from Customer while the System is monitored by Vector. In addition, a SecurityCare Plus Customer can contact Vector to obtain (i) free Biennial Inspections, as defined below, (ii) free replacement of System batteries, and (iii) Free System Move, as defined below. The Plan does not cover repairs that are needed because of an accident, misuse or abuse of the System, natural causes (acts of God), Customer's failure to properly use the system, or if someone other than Vector attempts to repair or change the system. The Plan shall be performed subject to and in strict accordance with these Plan Terms and Conditions, and the terms of the Customer's existing Vector Security Agreement ("Agreement"), including, without limitation, those provisions that set forth Vector's limitation of liability and right to indemnification, except that Customer agrees to pay Vector for all Plan services in accordance with Vector's then-existing rates. Capitalized terms used herein shall have the meanings set forth in the Agreement.
2. The Plan does not include System(s) upgrades which may be required due to existing systems no longer being supported by the manufacturer and/or replacement parts being unavailable.
3. Vector shall have no obligation to render any of the services in connection with any Plan subscribed to by Customer in the event Customer is in default of any obligation under the Agreement.
4. The term of the Plan shall begin immediately and shall continue for the then-existing term of the Agreement unless cancelled by either Customer or Vector in writing at least thirty (30) days before the end of the initial term or any renewal term.
5. A SecurityCare Plus Customer shall be eligible to have the Vector System re-installed at Customer's new premises free of charge ("Free System Move"), which applies only to wireless systems. For the Free System Move, Vector agrees to remove equipment from the Premises for installation at Customer's new premises, or to install new equipment of an equal or lesser value and with similar or substantially similar features at Customer's new premises, such determination to be made by Vector in its sole discretion. Customer agrees to pay Vector at its then-existing time and material rates if the System consists of ten (10) or more pieces of equipment.
6. A SecurityCare Plus Customer must provide Vector with each of the following in order to exercise its option for a Free System Move:
 - A. Notice of Customer's election to use the Free System Move at least thirty (30) days prior to the time in which Customer vacates the Premises; and
 - B. If known to Customer, the complete name and correct telephone contact numbers for the person who will be purchasing or moving into the Premises; and
 - C. Access to the Premises for removal of the System (or any equipment) during Vector's normal business hours and prior to the time in which Customer no longer possesses the Premises; and
 - D. Customer's new premises must be located within a geographic area serviced by Vector and Customer must continue to subscribe to SecurityCare Plus for the new premises.
7. A SecurityCare Plus Customer shall be entitled to receive one System inspection every two (2) years at no additional charge ("Biennial Inspection") upon request by Customer. The two (2) year inspection period shall begin with installation of the System. If a Vector service technician is dispatched to the Premises for any reason during this two (2) year time period, the Vector service technician shall conduct an inspection at that time and this inspection shall constitute the Biennial Inspection available under the Plan. If the foregoing scenario does not occur, Customer shall schedule the Biennial Inspection with Vector.
8. The Plan may be subject to an additional trip charge, which shall be charged at Vector's then-current rate and in Vector's sole discretion, for each instance in which Plan services require a Vector service technician to be dispatched to the Premises.

Form# f08vpp Rev 01/14



2000 Ericsson Drive, Warrendale, PA 15086



For Office Use Only:	
Customer #	_____
Site #	_____
CS #	_____



MyVectorSecurity

Alarm.com Terms

IMPORTANT -- READ CAREFULLY: You have agreed to purchase residential or commercial security, video, still-photo imaging and/or home automation products and services from an independently owned and operated security services Vector Security, Inc. ("Dealer") pursuant to an agreement with the Vector Security, Inc. ("Dealer Agreement"). Alarm.com Incorporated, a Delaware corporation ("Alarm.com" or "us" or "we"), has authorized the Dealer to market and sell Alarm.com's services ("Services") to you with certain hardware and other products, including communication modules, video, imaging and/or home automation devices ("Equipment") that enable the Services. Sections A1 through A13 herein constitute the terms and conditions of Alarm.com's offering of the Equipment and Services ("Terms") and are part of your agreement with the Dealer and contain, among other things, important warranty disclaimers (Section A4) and limitations of liability (Section A5) applicable to the Services and the Equipment. By signing your agreement with the Dealer, accessing the Alarm.com customer website or mobile applications, or using any other part of the Services and/or Equipment, you agree to be bound by these Alarm.com Terms. You agree that these Alarm.com Terms may be enforced by us directly.

A1. Pursuant to the Dealer Agreement, you have agreed to purchase the Services and/or Equipment from the Dealer. The Dealer is an independent contractor and not an agent of Alarm.com. You acknowledge and agree that (a) you have had the opportunity to read and review these Alarm.com Terms before entering into the Dealer Agreement, (b) you accept the Alarm.com Terms and agree to be bound by them, and (c) if, for any reason, you don't remain an Alarm.com subscriber or if the Services become unavailable to you for any reason, you will have no right of refund, return or deinstallation with respect to any Services or any Equipment, except if and to the extent otherwise required by law. We may modify these Alarm.com Terms from time to time to comply with applicable law.

A2. The Equipment may contain proprietary software of Alarm.com that is embedded in the Equipment. Alarm.com solely owns and retains all rights, including all intellectual property rights, in the embedded software and all other Alarm.com materials (together, "Materials") and Services. You will not (a) use, or cause or permit any other person or entity to use, any Materials or Services to design, build, market, or sell any similar or substitute product or service, or (b) cause, perform, or permit (i) the copying, decompilation, disassembly, or other reverse engineering of any Materials, (ii) the transferring or purported resale, licensing or sublicensing of any Materials, or (iii) the removal, delivery, or exportation of any Materials outside the United States or any other act in violation of any relevant export laws or regulations.

A3. If your Services include emergency two-way voice over a cellular or internet connection, you acknowledge that the two-way voice connection may be interrupted or unable to connect, that the call may be dropped, and that the sound quality may be distorted or impossible to understand. By accepting the emergency two-way voice service you understand and accept the limitations inherent in cellular and internet technology and the consequences if the technology does not operate as designed. If your Services include video or still-photo image cameras, the video clips and still-photo images generated from such cameras are stored on our servers and may be viewed by you only for a limited time based on the quantity of storage you have ordered from your Dealer. We have no control over and take no responsibility for the placement of cameras and their view. You agree to use the cameras and associated video and still-photo imaging features of the Services in compliance with all laws, including privacy and consumer protection laws, and not for any illegal purposes, including invasion of privacy or illicit conduct,

and we may disconnect the cameras from the Services if you, in our sole determination, breach this covenant. We do not guarantee the receipt, clarity or quality of any images that may be adversely impacted by, for example, lightning, Internet and wireless communication facilities and transmission quality, electrical interference, weather, and other conditions beyond our control. We may disclose stored video clips and still-photo images in response to a subpoena or government request or order. If the Equipment provided by provided by your Dealer includes an Alarm.com image sensor device that also is being used as a motion sensor, then you understand and accept that the motion sensor may not operate as designed and may be affected by conditions outside our control, which may cause the device to malfunction or provide false readings. If the Equipment provided by your Dealer includes home automation devices (such as thermostats, lighting controls and door locks), you understand that such devices may not work together with the Equipment and Alarm.com Services, and you may be unable to control the devices using the Equipment or Alarm.com Services. Alarm.com makes no representations or warranties regarding the quality, function or effectiveness of any such home automation devices.

A4. THE SOLE WARRANTY PROVIDED BY ALARM.COM WITH RESPECT TO THE SERVICES, MATERIALS AND EQUIPMENT IS A LIMITED WARRANTY TO USE COMMERCIAL REASONABLE EFFORTS TO CORRECT OR BYPASS A MATERIAL DEFECT IN THE SERVICES, IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THESE ALARM.COM TERMS ("LIMITED WARRANTY"). THE LIMITED WARRANTY IS NOT EXTENDED TO YOU UNLESS YOU HAVE ACCEPTED THESE ALARM.COM TERMS AND REMAIN BOUND BY THESE TERMS AND CONDITIONS. THE LIMITED WARRANTY IS FOR YOUR BENEFIT ONLY AND MAY NOT BE ENFORCED BY ANY OTHER PERSON OR ENTITY. EXCEPT FOR THE LIMITED WARRANTY WITH RESPECT TO SERVICES, **ALL SERVICES, EQUIPMENT AND MATERIALS THAT ARE OR MAY BE PROVIDED BY US ARE PROVIDED "AS IS," WITH ALL FAULTS.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALARM.COM DISCLAIMS (a) ALL EXPRESS WARRANTIES TO YOU, OTHER THAN THIS LIMITED WARRANTY, (b) ALL IMPLIED WARRANTIES TO YOU OF ANY KIND, AND (c) ALL WARRANTIES TO OR FOR THE BENEFIT OF ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS OR IMPLIED. THE IMPLIED WARRANTIES DISCLAIMED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INCLUDE ALL WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SYSTEMS INTEGRATION, QUIET ENJOYMENT, OR NON-INFRINGEMENT, EXCEPT FOR THE LIMITED

WARRANTY, THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT OF ALL SERVICES, ALL EQUIPMENT AND ALL ALARM.COM MATERIALS SHALL BE WITH YOU, ALARM.COM SHALL HAVE NO RESPONSIBILITY FOR EQUIPMENT WHICH IS MANUFACTURED BY THIRD PARTIES.

A5. (A) YOU AGREE THAT ALARM.COM IS NOT AN INSURER OF YOUR PROPERTY OR THE PERSONAL SAFETY OF PERSONS IN OR AROUND YOUR PREMISES, THE PRICES THAT WE CHARGE FOR THE SERVICES AND EQUIPMENT REFLECT THE VALUE OF THE GOODS AND SERVICES WE PROVIDE AND NOT THE VALUE OF YOUR PREMISES OR ITS CONTENTS OR ANY LOSSES ASSOCIATED WITH PERSONAL INJURY OR DEATH. INSURANCE, IF ANY, COVERING PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE ON YOUR PREMISES SHALL BE OBTAINED BY YOU FROM A THIRD PARTY.

(B) ALARM.COM IS NOT ASSUMING RESPONSIBILITY FOR ANY LOSSES (DIRECT OR INDIRECT), IRRESPECTIVE OF CAUSE, THAT MAY OCCUREVEN IF DUE TO ALARM.COM'S NEGLIGENT PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION UNDER THESE TERMS OR ANY DEALER AGREEMENT OR OTHER BASIS. IF, NOTWITHSTANDING THESE TERMS, ALARM.COM IS HELD TO BE LIABLE TO YOU, OR ANY INVITEES, AGENTS, EMPLOYEES OR OTHERS, FOR BREACH OF CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR UNDER ANY OTHER THEORY OF LEGAL LIABILITY FOR ANY FAILURE OF THE SERVICES, MATERIALS OR EQUIPMENT, THEN THE LIMITATION OF ALARM.COM'S LIABILITY FOR ANY AND ALL HARM, DAMAGES, INJURY OR LOSS SHALL BE THE GREATER OF ONE THOUSAND DOLLARS (\$1,000.00) OR THE ANNUAL AMOUNT THAT ALARM.COM RECEIVES FOR YOUR USE OF THE SERVICES.

(C) YOU HEREBY WAIVE ANY AND ALL CLAIMS FOR DAMAGES EXCEEDING THE LIMITS SET FORTH HEREIN FOR ALL HARM, DAMAGES, INJURY OR LOSS INCURRED, INCLUDING BUT NOT LIMITED TO ACTUAL, DIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, PROPERTY DAMAGE AND LOSSES DUE TO BUSINESS INTERRUPTION, LOSS OF PROFITS, PERSONAL INJURY OR DEATH, UNDER NO CIRCUMSTANCES WILL ALARM.COM BE LIABLE TO YOU FOR ANY CONSEQUENTIAL DAMAGES.

(D) YOU MAY OBTAIN FROM ALARM.COM A HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL FEE TO US, IF YOU ELECT THIS OPTION, A RIDER WILL BE ATTACHED TO THESE ALARM.COM TERMS WHICH WILL SET FORTH THE AMOUNT OF THE HIGHER LIMITATION OF LIABILITY AND THE AMOUNT OF THE FEE. AGREEING TO THE HIGHER LIMITATION OF LIABILITY DOES NOT MEAN THAT ALARM.COM IS AN INSURER. YOU WAIVE ALL SUBROGATION AND OTHER RIGHTS OF RECOVERY AGAINST US THAT ANY INSURER OR OTHER PERSON MAY HAVE AS A RESULT OF PAYING ANY CLAIM FOR HARM, DAMAGES, INJURY OR LOSS TO YOU OR ANY OTHER PERSON OR ENTITY.

A6. You agree and acknowledge that the Services, Materials and Equipment may not detect, observe, view, or prevent an unauthorized intrusion onto the premises or any other emergency condition such as fire, smoke, carbon monoxide, medical emergencies or water damage. You agree and acknowledge that the use of the Services, Materials and/or Equipment is voluntary.

A7. If any of your employees, guests, relatives, invitees, or insurers, or any other person or entity connected to you, or any person or entity who seeks to assert rights they claim are derived from your relationship with Alarm.com, attempts to hold Alarm.com responsible for any harm, damages, injury or loss (including property damage, personal injury or death) connected with or resulting from any alleged (a) failure of the Services, Materials or

Equipment, (b) negligence (including gross negligence), (c) improper or careless activity of Alarm.com, or (d) claim for indemnification or contribution, then you will repay to us (i) any amount that we are required to pay or that we agree to pay in settlement of the claim, and (ii) the amount of our reasonable attorney's fees and any other losses and costs that we may incur in connection with the harm, damages, injury or loss.

A8. You understand and agree that these Alarm.com Terms, and particularly Sections A4, A5, A6, A7, and A8, shall (a) apply to and protect the employees, officers, shareholders, parent companies, directors, agents, licensors, representatives, subcontractors, affiliates and assignees of Alarm.com, and (b) be binding on your heirs, administrators, custodians, trustees, agents and successors.

A9. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT NO LAWSUIT OR ANY OTHER LEGAL PROCEEDING CONNECTED WITH THE SERVICES OR EQUIPMENT SHALL BE BROUGHT OR FILED BY YOU MORE THAN ONE (1) YEAR AFTER THE INCIDENT GIVING RISE TO THE CLAIM OCCURRED. IN ADDITION, TO THE EXTENT PERMITTED BY LAW, ANY SUCH LEGAL PROCEEDING SHALL NOT BE HEARD BEFORE A JURY, AND **EACH PARTY GIVES UP ANY RIGHT TO A JURY TRIAL**. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING ANY CLASS ACTION LAWSUIT AGAINST ALARM.COM OR BE A REPRESENTATIVE PLAINTIFF OR PLAINTIFF CLASS MEMBER IN ANY SUCH LAWSUIT.

A10. These Alarm.com Terms shall be governed by the law of the State of Delaware, without giving effect to its rules of conflict of laws. If you are a resident or business located in the State of California, the following applies to you: If either you or Alarm.com commences a lawsuit for a dispute arising under or related to these Alarm.com Terms or in any way relating to the Services, such suit shall be submitted to general judicial reference in Los Angeles, California pursuant to *California Code of Civil Procedure section 638 et seq. and 641 through 645.1* or any successor statutes thereto.

A11. If any provision of these Alarm.com Terms or the application of any such provision to any person, entity or circumstance shall be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of these Alarm.com Terms. The parties intend that all disclaimers of warranties, limitations of liability, and exclusions of damages in these Alarm.com Terms shall be upheld and applied to the maximum extent permitted by law. Alarm.com is an intended third-party beneficiary of these Alarm.com Terms and shall have the right to enforce and/or otherwise invoke any and all provisions set forth in any of these Alarm.com Terms directly. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation."

A12. It is important that Alarm.com, your Dealer and the central station be able to contact you from time to time. You agree to provide an email address and a contact phone number for this purpose. You consent to receive emails at the email address you provide for any purpose relating to the Dealer Agreement. You also consent to receive information through the Alarm.com mobile app and website. You agree that Alarm.com, your Dealer or the central station may call you at the phone numbers you supply, and that calls may be made using any method, including automatic telephone dialing systems, an artificial or recorded voice, or via text or email messages sent to a wireless device. If your wireless provider charges you for text or email messages, you are responsible for any such charges. You also represent and warrant that when you provide us with a phone number or an email address for yourself or for anyone else that you and any individuals you have included as contacts consent to receive service related text messages, phone calls, emails about your Services during the term of the Dealer Agreement. You must notify us immediately if your email address or phone number changes. You agree to regularly check your email for communications from us. If a third party, such as one of your emergency contacts, makes a claim against Alarm.com in the future stating Alarm.com did not have permission to call, email or send a text message relating to your Services, you agree to indemnify Alarm.com from any such claims.

A13. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ALARM.COM AND THE UNDERLYING CARRIER. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

DATE: 09/18/2024

CS # _____

Panel Type: IQ4

Video: YES ☐ NO ☒

if YES, need video zone sheet

PREMISES

Name: CITY OF PALATKA CITY HALL

Address: 201 N 2nd St

Township/Boro:

County: PUTNAM

City / State / Zip: Palatka / FL / 32177

Premises Phone#

2nd Premises Phone#

REQUIRED FOR COMMERCIAL
MGR INITIALS IF WAIVED _____

IF 7 DAY WAIVED
MGR INITIALS _____

Cross St:

Directions to Site:

Structure Description:

ONLINE DATE: _____

NEW SITE #: _____

OLD SITE #: _____

AGENCY INFORMATION		Permit Required to dispatch: Yes ☐ No ☒		
	POLICE	FIRE	MEDICAL	PATROL
Name				
Phone #				
Customer Permit #				
Company Permit #				
Expire Date				

Dispatching/Other Instructions (if other than standard SOGs, MRG INITIALS NEEDED) _____

KEYBOX LOCATION & CODE

KEY RESET: YES ☐ NO ☒

Emergency Contacts

(Contacts minimum 2 maximum 4) - NO DUPLICATE PHONE NUMBERS

R/C = Resident of property/Contact

Type * = HM=Home WK=Work CL=Cell PG=Page

Name	R/C	Phone #	Type*	Environmental: Email/Text (phone #) for auto notification
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PRE-DISPATCH

MARCIA CARTY

C

(386) 329-0100

POST-DISPATCH

Passcode (MAX 10 characters)

GEMCITY

LETTERS/NUMBERS ONLY (NOTHING OFFENSIVE)

Signed by:
Customer Signature  9BF94967EA914D2...

Date: 9/18/2024

NY License# 12000234360; VA License# DCJS License# 11-2048 Contractor's# 2705-020459A

Rev 11/09/2018



2000 Ericsson Drive, Warrendale, PA 15086



For Office Use Only:

 Customer # _____
 Site # _____
 CS # _____

RIDER

This Rider amends and is incorporated into that certain Residential Agreement dated, September 18th 2024 (the "Agreement") between Vector Security, Inc. ("Vector") and CITY OF PALATKA CITY HALL and (if applicable) (individually and collectively "Customer", "your, or "your") for equipment and/or services for the premises at:

1. Premises Address:
 CITY OF PALATKA CITY HALL
 201 N 2nd St

Palatka FL 32177

Premises Agent: MARCIA M CARTY

Premises Agent Tel. No: (386) 329-0100

2. Billing Address:
 CITY OF PALATKA CITY HALL
 201 N 2nd St

Palatka FL 32177

Billing Agent:

Billing Agent Tel. No: (386) 329-0100

The parties agree to the following equipment and/or services, and/or changes in equipment and/or services, for the alarm system(s) ("System") described in the Agreement. Capitalized terms used in this Rider (the "Rider") that are not otherwise defined in this Rider shall have the meanings set forth in the Agreement.

3. System: ☐ New ☒ Add on

4. Customer adding indoor camera. Part# ADC-V523. Charging \$299 total for the part, no addition to RMR. Customer adding 5 additional holdup buttons to the system, charging \$99 each. Total for the camera and additional holdup buttons is: \$794 Buttons to be installed on return trip to explain the system.

5. Schedule of Protection:

QTY.	ITEM CODE	DESCRIPTION	LOCATION	PRICE
1	EQUIPT	ADC-V523		\$299.00
5	EQUIPT	HOLDUP BUTTONS		\$495.00

NOTE: Zone information may change to conform with the actual installation of components.

6. AUDIO AND VIDEO CAPABILITIES. A System that is enhanced with audio capability may additionally enable Vector and/or you to record, store and review audio communications from in and/or outside of the Premises. Customer agrees, authorizes and consents to our recording, storing and reviewing video images and audio communications transmitted to our Center from the System at the Premises. Customer acknowledges and agrees that in the event of recording, storing, and review of audio communications that are not transmitted to our Center from the System at the Premises, Vector will not know that you have recorded, stored, and/or reviewed such communications. **DEPENDING ON THE STATE IN WHICH YOU RESIDE, SUCH AUDIO CAPABILITY MAY REQUIRE THE PRIOR CONSENT OF ALL PARTIES TO SUCH COMMUNICATIONS. AS SUCH, CUSTOMER IS SOLELY RESPONSIBLE, TO THE EXTENT REQUIRED BY LAW, FOR INFORMING PERSONS ON THE PREMISES THAT THEY MAY BE MONITORED BY AUDIO COMMUNICATIONS AND FOR OBTAINING THE CONSENT FROM ALL SUCH PERSONS TO THE RECORDING, STORING, AND REVIEWING OF SUCH AUDIO COMMUNICATIONS.** Customer shall (i) not use or permit the use of any System with video or audio capabilities in any location where any person may have a reasonable expectation of privacy; and (ii) not use the System for any criminal, illegal, or otherwise unlawful activity, including invasion of privacy.

7. VIDEO VERIFICATION SERVICES. If Customer subscribes to Video Verification Services, upon receipt of a burglar alarm signal or other predetermined trigger, the Center will attempt to view certain recorded video or live video to determine, in its sole discretion, whether an emergency condition exists on the video transmission and, if so, Vector will attempt to notify the police and then Vector will attempt to contact the first person on your emergency call list to advise that the police have been notified. In order to reduce false alarms, Vector may, in its sole discretion, first attempt to contact the first person on your emergency call list to verify whether or not an emergency condition requiring police response exists, and if there is no answer or the person contacted indicates that an emergency condition exists, Vector will attempt to notify the police department. Vector may, in its sole discretion, use software or other technologies to determine, in its sole discretion, whether an emergency condition exists. If otherwise requested through written directives by Customer and accepted by Vector, Center will attempt to provide alternative response services for Video Verification Services as directed in writing by Customer. If Customer subscribes to Event Interaction Services for Video Verification, in the event Center views certain recorded video or live video and determines, in its sole discretion, that an emergency condition exists on the video transmission, Center will attempt to take certain additional actions, which may include but is not limited to communicating with individuals present at the Premises, to conform to written directives provided by Customer and accepted by Vector.

8. NOTIFICATION AND SELF-MONITORED SERVICES. If you have subscribed to monitoring services, you acknowledge and agree that monitoring provided by Vector's monitoring facility is provided only for the devices that are a part of the monitored alarm system and connected to Vector's monitoring facility or made temporarily accessible to Vector's monitoring facility. Vector does not monitor your access to any web-based or mobile application related to the System (including notifications sent from such web-based or mobile application), installed video cameras at the Premises connected to a remote video viewing network, or to any devices that are not connected to Vector's monitoring facility (including without limitation any sensor device provided for Self-Monitored Mobile Notifications that provides you notifications through a mobile application for a

standalone sensor device not connected to Vector's monitoring facility) and will not know that you have activated and are using such services.

9. CONTACTING CUSTOMER. You expressly authorize Vector to contact you at the phone number, email address or other contact information you have provided, including through the use of an automated dialing system, SMS message (texts), email, pre-recorded or artificial voice, voicemail and/or facsimile for marketing communications and all communications related to servicing or administering your account with Vector, including, without limitation, communications about your alarm system, this agreement, the services, billing, collections, promotions, advertisements and information regarding any of our current or future partners, and/or our partners products or services, whether related to your alarm system or not. Your consent to receive marketing communications is not required as a condition of purchase. Message and data rates may apply. You may revoke this authorization for marketing communications by an email sent to marketing@vectorsecurity.com, or by a signed writing mailed return receipt to: Marketing Opt-Out, 2000 Ericsson Drive, Warrendale, PA 15086.

10. PRIVACY POLICY. You consent to us using information about you and your location in accordance with our Privacy Policy, which may be modified, updated, or amended by us from time-to-time, and can be found at the following URL: <https://www.vectorsecurity.com/privacy-policy>. You acknowledge and agree that us publishing a modified, updated, or amended Privacy Policy at such URL (or any successor URL designated by us) shall be considered sufficient notice of such changes to you.

11. ALARM.COM TERMS. In the event you have subscribed to MyVectorSecurity services, or any other Alarm.com services, you acknowledge that you have received the separate Alarm.com Terms attachment and agree to be bound to Alarm.com by the additional terms and conditions for those services as contained in that attachment.

12. AGREEMENT; NOTICES. All of the terms, covenants and conditions of the Agreement by and between Vector and Customer shall remain in full force and effect, except as expressly modified by this Rider. Customer acknowledges and agrees that this Rider and the equipment and services performed hereunder are subject to and provided pursuant to the Agreement and particularly those sections which set forth Vector's maximum liability, right to indemnification, waiver of subrogation and waiver of jury trial and limitation on actions in the event of any loss or damage to Customer or anyone else.

THIS RIDER WILL NOT BE BINDING UPON VECTOR UNTIL EITHER (I) SIGNED BY ONE OF OUR MANAGERS OR (II) WE PROVIDE THE EQUIPMENT OR COMMENCE THE SERVICES DESCRIBED ABOVE.

[Remainder of page intentionally left blank. Signature page follows.]

[Signature Page of Rider]

VECTOR SECURITY, INC.

By: *rep Daniel Foster*
A721283D40D641C...

(Vector Sales Representative)

CUSTOMER

Marcus [Signature]
9BF94967EA914D2...

DATE SIGNED

9/27/2024

Approved By:

(Vector Authorized Representative)

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Form # e06ssr Rev 11/29/2021

ADOPT RESOLUTION 2025-R-02 authorizing the execution of an agreement for Employee Assistance Provider services with Dr. Townsend & Associates

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Approval of the agreement for comprehensive counseling services with Dr. Townsend & Associates

BACKGROUND

As part of its Employee Safety Program, the City of Palatka has provided Employee Assistance Program (EAP) benefits for outpatient psychological services to its full-time employees free of charge since 2004 through an EAP Administration Agreement with Dr. Vanessa Townsend & Associates, PA.

PROJECT ANALYSIS

This program has proved to be a valuable resource for the employees who need to utilize the services at any time.

Staff Recommendation

Staff recommends that a contract be signed beginning January 1, 2025 for a period of one year.

ATTACHMENTS

1.	2025-R-2 Employee Assistance Program (EAP) Agreement with Dr. Townsend Associates PA
2.	Contract

RESOLUTION No. 2024-R-02

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA
AWARDING AND AUTHORIZING THE EXECUTION OF A
CONTINUING SERVICES CONTRACT WITH ATLANTIC PIPE
SERVICES FOR SEWER REHABILITATION SERVICES VIA
COOPERATIVE PURCHASING AGREEMENT; AND
PROVIDING FOR SCRIVENER’S ERRORS.**

WHEREAS, on April 11th 2023 Atlantic Pipe Services was awarded a contract with the City of South Daytona for Sewer Rehabilitation Services under ITB 23-B-005 “Agreement for Sewer Rehabilitation Services” ; and

WHEREAS, Atlantic Pipe Services has agreed to offer the same services to the City of Palatka via cooperative purchasing agreement; and

WHEREAS, the Department of Public Works will issue Purchase Orders for Sewer Rehabilitation Services on an as-needed basis; and

WHEREAS, it is in the best interest of the City and its citizens to enter into an agreement with Atlantic Pipe Services for Sewer Rehabilitation Services to be renewed by mutual agreement based on the terms awarded in ITB 25-B-005 “Agreement for Sewer Rehabilitation Services” with the City of South Daytona.

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

- 1. the Mayor and City Clerk are hereby authorized to execute and attest all required documents to complete a Continuing Services Agreement for Sewer Rehabilitation Services with Atlantic Pipe Services for the remainder of the originally awarded contract with option to renew by mutual agreement for two (2) additional one (1) year periods provided that the original awarding municipality renews their agreement at the agreed upon time with Atlantic Pipe Services, said work to be performed on an as-needed basis, in accordance with ITB 23-B-005 Specifications and Response, a copy of which is attached hereto as Exhibit A and incorporated here by reference;
- 2. the City Manager is hereby authorized to execute all documents in support of the project and time extensions; and
- 3. the City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which of 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 City of Palatka, Florida this 11th day of January, 2024.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY



Vanessa Townsend, Psy.D.
Licensed Psychologist

Steven P. Dingfelder, Ph.D.
Licensed Psychologist

Michael Meehan, LCSW
Licensed Clinical Social Worker

Melanie Nuskowski, Ph.D.
Licensed Psychologist

Stuart Townsend, Psy.D.
Licensed Psychologist

Ralph Wyman, LMHC
Licensed Mental Health Counselor

Jane Echterling, Ph.D.
Licensed Psychologist

Kelly Weidner, LMHC
Licensed Mental Health Counselor

Dr Townsend & Associates

Comprehensive Counseling Services

AGREEMENT

This Agreement is made and entered into this 1st day of January, 2025 between the City of Palatka and Dr. Townsend & Associates, P.A..

Whereas the City of Palatka wishes to provide outpatient psychological services to its full-time employees or family members. Whereas, the Provider wishes to provide EAP services for all full-time employees or family members of the City of Palatka.

Now therefore, the Provider and the City of Palatka do hereby mutually agree to the following:

THE PROVIDER:

Will administer the EAP to the City of Palatka full-time employees, part-time employees or family members who have personal problems. These problems include, but are not limited to alcohol and drug misuse, marital problems, excessive stress, anxiety/panic disorder, and parenting issues.

Will provide the following specific services on behalf of the City of Palatka :

- A. Help in the development and implementation of an EAP policy and procedure.
- B. Assist those employees or families who are self-referred, as well as those who are performance/supervisory referred. Referrals will be assisted in identifying their problem(s) and providing them with short-term intervention (three (3) free visits per employee) or referring them to an appropriate outside agency for assistance.
- C. Offer those individuals who need additional counseling beyond their initial free visits the option of utilizing their insurance benefits. Each employee will be responsible for their co-payment and annual deductible. Exceptions to this can be made by the City of Palatka as it sees fit.

9 ST. JOHNS MEDICAL PARK DRIVE, ST. AUGUSTINE, FL 32086 (904)797-2705
www.drtownsendandassociates.com

- D. Provide consultation services, at the request of The City for supervisory level management within the City of Palatka.
- E. Assure reasonable measures of confidentiality regarding the treatment of the City of Palatka employees via the EAP.
- F. Provide necessary follow-up of the employee or their family.
- G. Visit with the City of Palatka Director of Human Resources/Labor Relations as requested.
- H. Provide follow-up refresher training for supervisors at least once each year, as requested.
- I. Provide an appropriately qualified/licensed therapist to work in the diagnosis, evaluation, treatment, and if necessary, the referral of employees and/or their families.
- J. Provide monthly reports and a summary annual report of the progress of the services provided to the City of Palatka.

THE CITY OF PALATKA WILL:

- A. Assist the Provider in delivering the EAP services to its employees.
- B. Provide on at least a once a year basis a letter to employees and their families indicating the existence of and support for the EAP. This letter shall be sent to the employees' home address.
- C. Provide all materials, supplies and clerical staff for the preparation and distribution of pre-program and ongoing program publicity.
- D. Assemble its supervisors/managers and provide a training area which has the necessary audio/visual equipment for the training programs that are to be offered through this Contract.
- E. Assure each employee that this program will maintain his/her confidentiality.
- F. Provide agreed upon reimbursement to Provider.

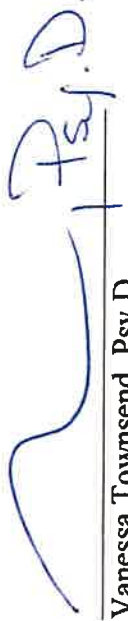
COMPENSATION:

The services and assistance offered through this Contract will be provided to The City of Palatka for a fee of \$3,150.00 per Contract year (based on 135 full-time employees at \$21.00 each for a total of \$2,835 AND 15 Palatka Gas Authority employees at \$21.00 each for a total of \$315.00). This Contract shall remain in force for a period of one year from January 1, 2025 to December 31, 2025. This Contract may be canceled by either party with 60 days written notice.

The above is agreed to by:

City Manager
The City of Palatka

Date



Vanessa Townsend, Psy.D.
Dr. Townsend & Associates, P.A.

12-5-24

Date

ADOPT RESOLUTION 2024-R-03 authorizing execution of a contract agreement with ADP for Payroll and Human Resource Services Software

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Staff is requesting the authorization to Piggyback on the Omnia Partners contract. Due to the contract size, it is 360 pages, this is the link to the contract online:

<https://www.omniapartners.com/suppliers/adp/public-sector/contract-documents#c428>

BACKGROUND

During preparation for the new budget year, the HR department was approved for funds in capital outlay for an HRIS system to enhance operational efficiency and improve the overall employee experience. After careful consideration, a decision was made to partner with ADP for payroll and human resources services.

PROJECT ANALYSIS

Staff is requesting that the Commission adopt this resolution to approve the contract agreement, allowing Staff to initiate the integration process with ADP.

Staff Recommendation

ADOPT RESOLUTION

ATTACHMENTS

1.	ADP resolution
2.	ADP Addendum
3.	ADP Contract

RESOLUTION NO. 2025-R-03

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE EXECUTION OF THE CONTRACT
AGREEMENT WITH ADP FOR PAYROLL AND HUMAN
RESOURCES SERVICES; PROVIDING FOR AN EFFECTIVE
DATE; AND PROVIDING FOR SCRIVENER'S ERRORS**

WHEREAS, the City of Palatka recognizes the need for efficient and comprehensive payroll and human resources services to support its employees and administrative functions; and

WHEREAS, the cost for ADP services has already been allocated in this fiscal year's budget; and

WHEREAS, the City of Palatka will be piggybacking off the contract with Omnia Partners which provides Human Capital Management Systems and Managed Business Solutions; and

WHEREAS, ADP has been identified as a suitable provider of these services; and

WHEREAS, The City of Palatka desires to execute the current agreement with ADP to include additional services that will improve the efficiency and effectiveness of the organization's payroll and human resources functions.

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

1. The Mayor and the City Clerk are hereby authorized to execute and attest the contract and addendum with ADP for payroll and human resource software;
2. The City Manager is hereby authorized to take all necessary actions to implement the terms of the adapted agreement with ADP;
3. This Resolution shall take effect immediately upon adoption;
4. The City Manager or designee, without public hearing, is authorized to correct any typographical or 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 this 9th day of January 2025, by the City Commission of the City of Palatka, Florida.

CITY OF PALATKA

By: _____
Its MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ADDENDUM
to
GLOBAL MASTER SERVICES AGREEMENT
between
ADP, INC.
and
CITY OF PALATKA

This addendum (the “**Addendum**”) is made and effective as of the date of the last signature hereto (the “**Addendum Effective Date**”) between ADP, Inc. with its principal office at One ADP Boulevard, Roseland, New Jersey 07068 (“**ADP**”) and CITY OF PALATKA with its principal place of business at 201 N 2nd St., Palatka, FL 32177 (“**Client**”), and contains changes, modifications, revisions and additions to the ADP Global Master Services Agreement dated of even date herewith between ADP and Client (as amended, the “**Agreement**”).

In consideration of the mutual covenants contained in the Agreement and in this Addendum, and for other good and valuable consideration, notwithstanding anything to the contrary in the Agreement, ADP and Client agree as follows:

1. The Cover Page of the Agreement is amended to insert the following above the list of annexes:

“ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms and subject to the conditions set forth in this ADP Global Master Services Agreement, and in accordance with ADP’s cooperative purchasing agreement with OMNIA Partners, Contract No. R200701, which resulted from a competitive selection process by which OMNIA Partners selected ADP as a qualified vendor of Managed Business / Outsourced Services.”

2. Section 15 (**Miscellaneous**) of the Global Master Terms and Conditions of the Agreement is amended to add the following additional section 15.18-15.20:

“15.18 **Scrutinized Companies**. Pursuant to section 287.135, Florida Statutes, ADP certifies that it is not participating in a boycott of Israel. Client may, as its sole and exclusive remedy terminate this Agreement, upon written notice to ADP if ADP is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after the Addendum effective Date of this Agreement.

15.19 **Public Records**. To the extent that Client is a “Public agency” as defined in 119.0701(1)(b) of the Florida Statutes, and ADP is a “Contractor” as defined in Section 119.0701(1)(a) of the Florida Statutes, ADP shall comply with Florida public records laws (as applicable), specifically to:

(a) Keep and maintain documents which are required for ADP to perform the Services for Client under this Agreement, which are also Client’s public records;

(b) Upon request from the Client or its designee, provide the Client with a copy of the available requested records within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the Client, all public records in possession of ADP upon expiration, or termination, of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Client, upon request from the Client or its designee, in a format that is compatible with the information technology systems of the Client and such format shall be mutually agreed upon by ADP and Client.

Client's sole and exclusive remedy for ADP's breach of this Section shall be the termination of this Agreement.

15.20 Code of Ethics. ADP is committed to delivering services to our clients in an ethical and responsible manner. ADP will comply with ADP's Code of Business Conduct & Ethics and other policies (as updated from time to time), located at: <https://www.adp.com/about-adp/corporate-social-responsibility/ethics.aspx>."

All other terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, this Addendum prevails. The terms defined in the Agreement and used in this Addendum have the same respective meanings as set forth in the Agreement, unless clearly otherwise defined in this Addendum. This Addendum may be executed in multiple original copies, identically worded, and each such executed copy constitutes an original. Electronic signatures in connection with the electronic signature delivery system utilized by ADP and signatures transferred in .pdf or a similar format for scanned copies of documents are original signatures for all purposes of this Addendum and the Agreement.

IN WITNESS WHEREOF, this Addendum to the Agreement is hereby executed by an authorized representative of each party hereto.

ADP, INC.

CITY OF PALATKA

[ADP Signature]

[Client Signature]

[ADP Name]

[Client Name]

[ADP Title]

[Client Title]

[ADP Date]

[Client Date]



Company Information

City of Palatka
201 N 2nd St
Palatka, FL 32177-3735
United States

Executive Contact

Virginia Jones
HR Dir
vjones@palatka-fl.gov
(386) 329-0100



160

Total
Employees



\$6,500.00

Implementation
Costs



\$38,422.80

Total Annual
Investment



(\$6,155.20)

Total Annual Savings during
promotional period; See Terms

ADP Sales Associate

Courtney Thompson
UM DM
courtney.thompson@adp.com

** The Implementation Costs and Total Annual Investment listed out on this Investment Summary are estimates based on the services, frequencies, recurring rates and pay counts outlined on the sales order and are shown for illustrative purposes only. These numbers are not binding amounts and shall not become incorporated into or made a part of any sales order or services agreement governing the services contemplated therein.



GLOBAL MASTER SERVICES AGREEMENT

Effective Date: _____, 20__

As between:

ADP, INC.
(Referred to in this agreement as “**ADP**”)
One ADP Boulevard
Roseland, NJ 07068

-and-

City of Palatka
(Referred to in this agreement as “**Client**”)
201 N 2nd St
Palatka, FL 32177-3735

ADP and Client agree that ADP shall provide Client with the following services in accordance with the terms set forth in this Global Master Services Agreement and the applicable Sales Order (as defined herein):

- ADP Payroll Services – delivered via ADP Workforce Now
- ADP DataCloud
- ADP Document Cloud
- ADP Marketplace
- ADP Time & Attendance Services
- Benefit Services – delivered via ADP Workforce Now
- Employment Verification Services
- ESS & MSS Technology
- Essential ACA Services
- History Conversion Services
- Human Resources Administration Services – delivered via ADP Workforce Now
- Talent Acquisition Solutions – delivered via ADP Workforce Now
- Talent Management Solutions – delivered via ADP Workforce Now

ADP, INC.

City of Palatka

Signature of Authorized Representative

Signature of Authorized Representative

Name - Please Print

Name - Please Print

Title

Title

Notwithstanding any Investment Summary that may precede this Global Master Services Agreement and the page numbering below, this signature page is the first page of the Global Master Services Agreement and the Investment Summary that precedes it is for illustration purposes only and shall not become part of the Global Master Services Agreement.

Appendices

- Appendix: History Conversion Services
- Appendix: Data Privacy

Global Master Terms and Conditions

1 Definitions

- 1.1 ADP HCM Services.** Only those Services, as defined below, that have been purchased by Client (as listed on the cover page, a Sales Order or otherwise) will be applicable.
- 1.1.1 ADP Data Cloud.** Provide tools to analyze and understand data.
- 1.1.1.1 Analytics.** Enables an employer to gain insight from data for key Human Capital Management (HCM) metrics.
- 1.1.1.2 Market and People Insights.** Enables comparison of an employer's performance with other companies in the same industry and/or region to facilitate insight into business performance against industry averages for key Human Capital Management (HCM) metrics.
- 1.1.2 ADP Document Cloud.** Integrated solution to support maintenance and retrieval of employee-specific documents via cloud-based technology.
- 1.1.3 ADP Marketplace.** Enable Client to build applications and/or purchase available applications via online store. Provide access to certain Client data stored in ADP systems via industry-standard Application Programming Interfaces (APIs).
- 1.1.4 ADP Payroll Services.** Administration and processing of payroll including performing gross-to-net calculations and generating and/or transmitting of payment instructions, and also including:
- 1.1.4.1 ADP Employment Tax Services.** Coordination of payroll-related tax and/or regulatory agency deposits, filings and reconciliations on behalf of employers.
- 1.1.4.2 ADP Wage Garnishment Payment Services.** Garnishment payment processing and disbursement of payments to appropriate Payees as directed by Client.
- 1.1.4.3 ADP Wage Payment Services.** Payment of wages, commissions, consulting fees, or similar compensation or work-related expenses in the employment context to employees and independent contractors via direct deposit, check or payroll debit cards, in each case only to the extent applicable.
- 1.1.4.4 Print and Online Statement Services.** Print and distribution of payroll checks, pay statements, and/or year-end statements, as well as online posting of pay statements and/or year-end statements.
- 1.1.4.5 State Unemployment Insurance (SUI) Management Services.** ADP becomes the unemployment insurance address of record. ADP requests the state to send unemployment insurance claims, charges, tax rates and related information to ADP and Client receives a quarterly summary of all claims.
- 1.1.5 ADP Time & Attendance Services.** Support of time-related services, including time data collection, employee scheduling, timecard reviews and approvals, and consistent application of time-related policies.
- 1.1.6 ADP Workforce Now.** ADP's web-based portal which provides a single point of access to ADP online solutions and employee-facing websites and resources related to payroll, HR, benefits, talent, and time and attendance.
- 1.1.7 Benefit Services.** Technology to facilitate the administration of employee benefits, including applying eligibility rules, facilitating online enrollment and changes and calculating payroll deductions within a unified system, as well as providing data to carriers through ADP carrier connection services.
- 1.1.8 Employment Verification Services.** Management of employment and income verification requests.
- 1.1.9 ESS & MSS Technology.** Employee self-service (ESS) and Manager self-service (MSS) functionality provides all Client Users (practitioners, managers and employees) 24x7 online access to ADP Application Programs.
- 1.1.10 Essential ACA Services.** A technology and software solution to assist Client in managing compliance needs related to the Affordable Care Act (ACA), including eligibility calculations and affordability determinations, preparation and electronic filing of Forms 1094-C and 1095-C, access to evidence of benefit offering information and benefit offering audit reports.
- 1.1.11 History Conversion Services.** Conversion and loading of certain Client historical payroll or other human capital management data elements into ADP's systems or a standalone history viewer, as applicable.
- 1.1.12 Human Resources Administration Services.** Administration of human resource functions using a unified system to process and audit employee lifecycle events, provide compliance tracking and reporting, including new hire reporting, and automate notification and approval processes via self-service/direct access, and also including:
- 1.1.12.1 WFN EI-9 Services.** Electronic I-9 administration and onboarding services to help facilitate and manage I-9 and related employment eligibility verification processes.
- 1.1.13 Talent Acquisition Solutions.** Talent acquisition solutions made up of the following:

1.1.13.1 ADP Recruiting Management Services. Talent recruiting management technology, including talent acquisition for exempt and non-exempt workforce.

1.1.14 Talent Management Solutions. Technology to facilitate the administration of talent management services, including:

1.1.14.1 ADP Compensation Management. Solutions and tools to administer the compensation planning process.

1.1.14.2 ADP Performance Management. Solutions and tools to facilitate the performance management process, including goal alignment and employee engagement.

1.1.14.3 Succession Planning. Solutions and tools to facilitate talent assessments and establish action plans for critical roles.

1.2 General

1.2.1 “ADP” has the meaning set forth on the cover page.

1.2.2 “ADP Application Programs” means the computer software programs and related Documentation, including any updates, modifications or enhancements thereto, that are either delivered or made accessible to Client through a hosted environment by ADP in connection with the Services.

1.2.3 “ADPCheck” means checks printed and distributed by ADP to Payees pursuant to Client’s direction.

1.2.4 “ADPCheck Services” refers to ADP’s payment of Client’s Payees for Permitted Payments through ADPCheck.

1.2.5 “ADP Direct Deposit Services” means ADP’s full service direct deposit services which includes ADP’s payment of Client’s Payees who have elected to receive Permitted Payments by direct deposit into an account at a financial institution of such Payee’s selection.

1.2.6 “Affiliate” means, with respect to any entity, any other entity that controls, is controlled by or under control with such first entity. For purposes of this Agreement, “control” (or variants of it) means the ability, whether directly or indirectly, to direct the management and corporate policies and actions of an entity by means of ownership, contract or otherwise. Client’s Affiliates do not include third parties for whom Client is a service provider or provides outsourcing services.

1.2.7 “Agreement” means this Global Master Services Agreement, consisting of the signature pages, the Global Master Terms and Conditions, all exhibits, annexes, appendices, addenda and schedules, and each Amendment, if any.

1.2.8 “Amendment” means a written amendment to this Agreement modifying, supplementing or amending the terms and conditions of this Agreement.

1.2.9 “API” means application programming interface.

1.2.10 “Biometric Data” includes the information collected by timeclocks and software that use finger and/or hand scan technology, which potentially may include Biometric Identifiers and Biometric Information.

1.2.11 “Biometric Identifier” means a retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry.

1.2.12 “Biometric Information” means any information, regardless of how it is captured, converted, stored, or shared, based on an individual’s biometric identifier used to identify an individual.

1.2.13 “Biometric Services” means services provided by ADP to Client via the use of timeclocks and software in connection with ADP’s provision of Time & Attendance Services, to the extent such timeclocks or software collect, store or use Biometric Data.

1.2.14 “Biometric User” means Client’s employees or independent contractors who use Biometric Services to record their attendance, hours worked or other work-related data.

1.2.15 “Business Day” means any day, except a Saturday, Sunday or a day on which ADP’s bank is not open for business in the applicable jurisdiction where services are provided by ADP.

1.2.16 “Cardholder” means the Payees of Client who receive a Pay Card.

1.2.17 “Client” has the meaning set forth on the cover page.

1.2.18 “Client ACA Liaison” means the Client’s designated person who shall serve as ADP’s principal contact for Essential ACA Services.

1.2.19 “Client Content” means all information and materials provided by Client, its agents or employees, regardless of form.

1.2.20 “Client Group” means Client and Client’s Affiliates listed in the Sales Order who are authorized to receive the Services.

1.2.21 “Client Infringement Event” means (i) any change or enhancement in, or use of, the Services by Client or a third party on Client’s behalf other than at the direction of, or as approved by, ADP or (ii) Client’s failure to use the most current release or

version of any computer software programs included in the ADP Application Programs or any corrections or enhancements provided by ADP thereto (to the extent ADP requires Client to use the most current release or version of any computer software programs, the implementation of such shall be at no charge to Client).

- 1.2.22 “Confidential Information”** means all trade secrets, processes, proprietary data and documentation and any pricing and product information, Personal Data, the terms of this Agreement, and any other information that is confidential or proprietary provided by the disclosing party to the receiving party for use in connection with the Services or this Agreement, but does not include information that (i) the receiving party already knows prior to its disclosure by the disclosing party, (ii) becomes generally available to the public, except as a result of disclosure by the receiving party in violation of this Agreement or (iii) becomes known to the receiving party on a non-confidential basis from a source other than the disclosing party.
- 1.2.23 “Data Security Breach”** means a security breach as defined by applicable law or any incident that compromises the confidentiality, integrity, or availability of Personal Data.
- 1.2.24 “DHS”** means the U.S. Department of Homeland Security.
- 1.2.25 “Documentation”** means all manuals, tutorials and related materials that may be provided or made available to Client by ADP in connection with the Services.
- 1.2.26 “Effective Date”** has the meaning set forth on the cover page.
- 1.2.27 “ERISA”** means Employee Retirement Income Security Act of 1974, as amended.
- 1.2.28 “E-Verify”** means the DHS’s employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract.
- 1.2.29 “Form I-9”** means the employment eligibility verification form issued by the DHS.
- 1.2.30 “FCRA”** means the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq.
- 1.2.31 “Global Master Terms and Conditions”** means the terms and conditions contained in the main body of this document following the signature pages.
- 1.2.32 “Go-Live Date”** means the date of commencement of the first live processing of any given Service.
- 1.2.33 “I-9 Handbook”** means the current USCIS Handbook for Employers: Instructions for Completing Form I-9 (M-274).
- 1.2.34 “Implementation Services”** means the Services to be performed in order to commence ongoing Services.
- 1.2.35 “Improvements”** has the meaning set forth in Section 5.4.
- 1.2.36 “Indemnitee”** has the meaning set forth in Section 6.3.
- 1.2.37 “Indemnitor”** has the meaning set forth in Section 6.3.
- 1.2.38 “Intellectual Property Rights”** means all rights, title and interest to or in patent, copyright, trademark, service mark, trade secret, business or trade name, know-how and rights of a similar or corresponding character.
- 1.2.39 “Internal Business Purposes”** means the usage of the Services, including the ADP Application Programs, exclusively by the Client Group for its own internal business purposes, without the right to provide service bureau or other data processing services, or otherwise share or distribute the Services.
- 1.2.40 “NACHA”** means the National Automated Clearing House Association.
- 1.2.41 “Notice to Furnishers”** means with respect to Employment Verification Services, the notice provided to a furnisher of information pursuant to the Obligations of Furnishers of Information provided at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>.
- 1.2.42 “Payee”** means any intended recipient of payments under the Payment Services and may include Client’s employees, taxing authorities, governmental agencies, suppliers, benefit carriers and/or other third parties; provided that in the case of ADP Wage Payment Services, Payee shall be limited to Client’s employees and independent contractors.
- 1.2.43 “Payment Services”** means Services that involve electronic or check payments being made by ADP to third parties on Client’s behalf and at its direction.
- 1.2.44 “Permitted Payment”** means the legal payment of wages, commissions, consulting fees or similar compensation or work-related expenses in the employment context.
- 1.2.45 “Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to such person’s physical, physiological, mental, economic, cultural or social identity.
- 1.2.46 “Plan”** means Client’s plan, including a group health plan, as identified by Client for the applicable Services.

- 1.2.47 “Plan Administrator”** means the appropriate plan administrator as defined in Section 3(16)(A) of ERISA and Section 414(g) of the Internal Revenue Code of 1986, as amended.
- 1.2.48 “Sales Order(s)”** means the document(s) between the parties that lists the specific Services purchased by Client Group from ADP.
- 1.2.49 “Services”** means the services listed on the cover page of this Agreement (including Implementation Services related thereto and ADP Application Programs), and such other services as the parties may agree to be performed from time to time.
- 1.2.50 “SOC 1 Reports”** has the meaning set forth in Section 9.1.
- 1.2.51 “Strategic Carrier Partner”** means a carrier that participates in ADP’s strategic carrier partner program.
- 1.2.52 “Technology Credit”** means funds paid by a Strategic Carrier Partner and applied by ADP to Client’s invoice for benefit administration fees.
- 1.2.53 “Term”** means the period beginning as of the Effective Date and ending upon termination of the Agreement.
- 1.2.54 “Termination Event”** means with respect to any party, the occurrence of any of the following: (i) under the applicable bankruptcy laws or similar law regarding insolvency or relief for debtors, (A) a trustee, receiver, custodian or similar officer is appointed for a party’s business or property, (B) a party seeks to liquidate, wind-up, dissolve, reorganize or otherwise obtain relief from its creditors, or (C) an involuntary proceeding is commenced against a party and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, or (ii) a party’s Standard and Poor’s issuer credit rating falls to or below BB.
- 1.2.55 “Time & Attendance Hardware”** means timeclocks and other time collection devices provided to Client by ADP in connection with the ADP Time & Attendance Services. Hardware may be purchased or provided on a subscription basis.
- 1.2.56 “Unauthorized Third Party”** means any commercial third party or business that seeks to access or accesses ADP Application Programs using the account credentials (e.g., username and password) of a User even if such User has provided consent.
- 1.2.57 “USCIS”** means U.S. Citizenship and Immigration Services.
- 1.2.58 “User”** means any single natural person who, subject to the terms of this Agreement, is an employee or independent contractor of Client authorized by Client to use, access or receive the Services.
- 1.2.59 “Verification Agent”** means ADP and its subcontractors, as authorized by the Client, to perform Employment Verification Services.
- 1.2.60 “Verification Data”** means employment and income information disclosed on the Client’s behalf in connection with Employment Verification Services.
- 1.2.61 “Verifiers”** means commercial, private, non-profit and government entities and their agents that wish to obtain or verify any Client’s employees or former employees Verification Data in connection with Employment Verification Services.

2 Provision and Use of Services

- 2.1 Provision of Services.** ADP, or one of its Affiliates, will provide the Services to Client Group in accordance with the terms of this Agreement. ADP will provide the Services in a good, diligent and professional manner in accordance with industry standards, utilizing personnel with a level of skill commensurate with the Services to be performed. ADP’s performance of the Services (including any applicable implementation activities) is dependent upon the timely completion of Client’s responsibilities and obligations under this Agreement. Without limitation of the foregoing, Client will timely provide the Client Content necessary for ADP to provide the Services.
- 2.2 Cooperation.** ADP and Client will work together to implement the Services. Client will cooperate with ADP and execute and deliver all documents, forms, or instruments necessary for ADP to implement and render the Services. Client will provide ADP with all reasonable and necessary Client Content in the format requested by ADP, and will otherwise provide all reasonable assistance required of Client in order for ADP to successfully implement the Services.
- 2.3 Use of Services.** Client will use the Services in accordance with the terms of this Agreement and solely for its own Internal Business Purposes. Client will be responsible for the use of the Services by the Client Group and the Users in accordance with the terms of this Agreement. Client understands and agrees that only Users are permitted to access and use ADP Application Programs (and that access by Unauthorized Third Parties is not permitted) and will reasonably cooperate with ADP to limit access to such persons. Client is responsible for the accuracy and completeness of the Client Content provided to ADP. ADP Workforce Now is designed for the United States and Canada and enables the processing of HR data for global human capital management needs. Client may, at its discretion, enable ADP Workforce Now functionality in other jurisdictions, except when prohibited by applicable law. ADP makes no representation or warranty that such global use comports with any local laws, regulations or directives outside the United States and Canada. Furthermore, if Client during the implementation process or as part of the ongoing Services configures the ADP Application Programs to process additional data elements beyond those data elements that are required by ADP to perform the Services, Client will remain solely responsible for such configurations, including the processing of Personal Data pursuant to applicable law.

- 2.4 Errors.** Client will promptly review all documents and reports produced by ADP and provided or made available to Client in connection with the Services and promptly notify ADP of any error, omission, or discrepancy with Client's records. ADP will promptly correct such error, omission or discrepancy and, if such error, omission or discrepancy was caused by ADP, then such correction will be done at no additional charge to Client.
- 2.5 Records.** Unless expressly included as a part of the Services, and without prejudice to ADP's obligation to retain the data necessary for the provision of the Services, ADP does not serve as Client's record keeper and Client will be responsible for retaining copies of all documentation received from or provided to ADP in connection with the Services to the extent required by law or Client's internal policies.
- 2.6 Third Party Services Available through or Integrated with the Services.** At times, ADP may make available to Client through the Services, or integrate the Services with, the services of a third party, either through a link, integration, or otherwise. ADP reserves the right to terminate such links, services or integrations at any time for any reason. If Client uses any third party services that are integrated with or linked to the Services which require the transmission, use, sharing, access or exchange of Client Content or any other payroll or other data or information provided to ADP or the third party by Client, Client is expressly agreeing to the transmission, use, sharing, access and exchange of such data between ADP and the third party. Client's use of any third party services will be governed by any terms Client agrees to with the third party and in the event of any conflict between the terms of this Agreement and any third party terms, the terms of this Agreement will apply to the provision of the Services by ADP to Client.

3 Compliance

- 3.1 Applicable Laws.** Each party will comply with laws and regulations that affect its business generally, including any applicable anti-bribery, export control, computer fraud and data protection laws.
- 3.2 Design of the Services.** ADP will design the Services, including the functions and processes applicable to ADP's performance of the Services, to assist the Client in complying with its legal and regulatory requirements applicable to the Services, and ADP will be responsible for the accuracy of such design. Client and not ADP will be responsible for (i) how it uses the Services to comply with its legal and regulatory requirements and (ii) the consequences of any instructions that it gives to ADP, including as part of the implementation of the Services, provided ADP follows such instructions. Services do not include any legal, financial, regulatory, benefits, accounting or tax advice.
- 3.3 Online Statements.** If Client instructs ADP to provide online pay statements, Forms W2, Forms 1099, or Forms 1095-C without physical copies thereof, Client will be exclusively responsible for determining if and to what extent Client's use of online pay statements, Forms W2, Forms 1099, or Forms 1095-C satisfies Client's obligations under applicable laws and the consequences resulting from such determinations.
- 3.4 Data Privacy Appendix.** The Data Privacy Appendix is attached as an appendix to this Agreement.

4 Confidentiality

- 4.1 General.** All Confidential Information disclosed under this Agreement will remain the exclusive and confidential property of the disclosing party. The receiving party will not disclose to any third party the Confidential Information of the disclosing party and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the disclosing party as it uses with respect to its own confidential information. The receiving party will limit access to Confidential Information to its employees and independent contractors with a need to know the Confidential Information and will instruct those employees and independent contractors to keep such information confidential. ADP may disclose Client's Confidential Information on a need to know basis to (i) ADP's subcontractors who are performing the Services, provided that ADP shall remain liable for any unauthorized disclosure of Client's Confidential Information by those subcontractors, (ii) employees of ADP's Affiliates, provided such employees are instructed to keep the information confidential as set forth in this Agreement and (iii) social security agencies, tax authorities and similar third parties, to the extent strictly necessary to perform the Services. ADP may use Client's and its employees' and other Services recipients' information in an aggregated, anonymized form, such that neither Client nor such person may be identified, and Client will have no ownership interest in such aggregated, anonymized data. Client authorizes ADP to release employee-related data, and such other data as required to perform the Services, to third party vendors of Client as designated by Client from time to time. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (x) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it, (y) as appropriate to respond to any summons or subpoena or in connection with any litigation and (z) to the extent necessary to enforce its rights under this Agreement.
- 4.2 Return or Destruction.** Upon the request of the disclosing party or upon the expiration or earlier termination of this Agreement, and to the extent feasible, the receiving party will return or destroy all Confidential Information of the disclosing party in the possession of the receiving party, provided that each party may maintain a copy if required to meet its legal or regulatory obligations and may maintain archival copies stored in accordance with regular computer back-up operations. To the extent that any portion of Confidential Information of a disclosing party remains in the possession of the receiving party following expiration or earlier termination of this Agreement, such Confidential Information shall remain subject to the generally applicable statutory requirements and the confidentiality protections contained in Section 4.1.

5 Intellectual Property

- 5.1 Client IP Rights.** Except for the rights expressly granted to ADP in this Agreement, all rights, title and interests in and to Client Content, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by Client or its licensors. Client hereby grants to ADP for the Term a non-exclusive, worldwide, non-transferable, royalty-free license to use, edit, modify, adapt, translate, exhibit, publish, reproduce, copy and display the Client Content for the sole purpose of performing the Services; provided Client has the right to pre-approve the use by ADP of any Client trademarks or service marks.

- 5.2 ADP IP Rights.** Except for the rights expressly granted to Client in this Agreement, all rights, title and interest in and to the Services, including all Intellectual Property Rights inherent therein and pertaining thereto, are owned exclusively by ADP or its licensors. ADP grants to Client for the Term a personal, non-exclusive, non-transferable, royalty-free license to use and access the ADP Application Programs solely for the Internal Business Purposes in the United States and Canada and solely up to the maximum number of Users (if any) indicated in the Sales Order. The ADP Application Programs do not include any Client-specific customizations unless otherwise agreed in writing by the parties. Client will not obscure, alter or remove any copyright, trademark, service mark or proprietary rights notices on any materials provided by ADP in connection with the Services, and will not copy, recompile, disassemble, reverse engineer, or make or distribute any other form of, or any derivative work from, such ADP materials.
- 5.3 Ownership of Reports.** Client will retain ownership of the content of reports and other materials that include Client Content produced and delivered by ADP as a part of the Services, provided that ADP will be the owner of the format of such reports. To the extent any such reports or other materials incorporate any ADP proprietary information, ADP (i) retains sole ownership of such proprietary information and (ii) provides the Client a fully paid up, irrevocable, perpetual, royalty-free license to access and use same for its Internal Business Purposes without the right to create derivative works (other than derivative works to be used solely for its Internal Business Purposes) or to further distribute any of the foregoing rights outside the Client Group.
- 5.4 Improvements.** ADP will make available to Client, at no additional cost, software improvements, enhancements, or updates to any ADP Application Programs that are included in the Services (collectively "**Improvements**") if and as they are made generally available by ADP at no additional cost to ADP's other clients using the same ADP Application Programs as Client and receiving the same Services as Client. All Improvements provided under this Section 5.4 shall be considered part of the ADP Application Programs. If Client fails to implement Improvements provided or made available to Client by ADP, ADP shall be relieved of any responsibility for errors or degradation in the Services and shall have no obligation to provide support for the ADP Application Programs.

6 Indemnities

- 6.1 ADP Indemnity.** Subject to the remainder of this Section 6.1, and Sections 6.3 and 7, ADP will defend Client against any third party claims and will indemnify and hold Client harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on a claim alleging that the Services or ADP Application Programs, as provided by ADP and used in accordance with the terms of this Agreement, infringe upon any Intellectual Property Rights of a third party in the United States. The foregoing infringement indemnity will not apply and ADP will not be liable for any damages assessed in any cause of action to the extent resulting from a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement. If any Service is held or believed to infringe on any third-party's Intellectual Property Rights, ADP may, in its sole discretion, (i) modify the Service to be non-infringing, (ii) obtain a license to continue using such Service, or (iii) if neither (i) nor (ii) are practical, terminate this Agreement as to the infringing Service and return to Client any unearned fees prepaid by Client to ADP.
- 6.2 Client Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims and will indemnify and hold ADP harmless from any resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on the occurrence of a Client Infringement Event or ADP's use of Client Content as contemplated by this Agreement.
- 6.3 Indemnity Conditions.** The indemnities set forth in this Agreement are conditioned on the following: (i) the party claiming indemnification (the "**Indemnitee**") shall promptly notify the indemnifying party (the "**Indemnitor**") of any matters in respect of which it seeks to be indemnified, and shall give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof, (ii) the Indemnitor shall have no obligation for any claim under this Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent shall not be unreasonably withheld, and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor shall affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

7 Limit on Liability

- 7.1 Ordinary Cap.** Notwithstanding anything to the contrary in this Agreement and subject to the remainder of this Section 7, neither party's aggregate liability in any calendar year shall exceed an amount equal to six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "**Ordinary Cap**").
- 7.2 Extraordinary Cap.** As an exception to Section 7.1, if damages arise from a breach of Section 4 (Confidentiality), Section 9.3 (Data Security) or Section 9.4 (Unauthorized Third Party Access), the Ordinary Cap will be increased by an additional six (6) times the average ongoing monthly Services fees paid or payable to ADP by Client during such calendar year for all Services (the "**Extraordinary Cap**"). For the avoidance of doubt, in no case shall either party's aggregate liability in any calendar year under this Agreement exceed an amount equal to twelve (12) times the average monthly ongoing Services fees paid or payable to ADP by Client during such calendar year for all Services.
- 7.3 Matters not Subject to the Cap.** The foregoing limits on liability shall not apply to the following:
- 7.3.1** Client's funding obligations in connection with the Payment Services;
 - 7.3.2** Loss or misdirection of Client funds in possession or control of ADP due to ADP's error or omission;
 - 7.3.3** In connection with the ADP Employment Tax Services, (i) interest charges imposed by an applicable tax authority on Client for the failure by ADP to pay funds to the extent and for the period that such funds were held by ADP and (ii) all tax penalties resulting from ADP's error or omission in the performance of such Service. The provisions of this Section 7.3.3 shall only

apply if (x) Client permits ADP to act on Client's behalf in any communications and negotiations with the applicable taxing authority that is seeking to impose any such penalties or interest and (y) Client assists ADP as reasonably required by ADP;

7.3.4 Either party's gross negligence, or willful, criminal or fraudulent misconduct;

7.3.5 The infringement indemnity set forth in Section 6.1 and 6.2;

7.3.6 Client's biometrics indemnity set forth in Section 14;

7.3.7 Client's obligations to pay the fees for Services; and

7.3.8 ADP's obligations to provide credit monitoring as set forth in Section 10.2.

7.4 Mitigation of Damages. ADP and Client will each use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.

7.5 No Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NONE OF ADP, CLIENT OR ANY BANK WILL BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHER SIMILAR DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS OR PROFITS, BUSINESS INTERRUPTIONS OR HARM TO REPUTATION) THAT ANY OTHER PARTY OR ITS RESPECTIVE AFFILIATES MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing exclusion shall not apply to claims for consequential damages arising from (i) ADP's or Client's gross negligence or willful, criminal or fraudulent misconduct, (ii) Client or Client's Users sharing or allowing access to a User's password, User ID, or other form of user authentication, or (iii) ADP's or Client's breach or breaches of Section 4.1 or Section 9.3 under this Agreement; provided however, that any consequential damages recovered by Client or ADP in a calendar year for claims pursuant to Sections 7.5(ii) and 7.5(iii) will be subject to the Extraordinary Cap set forth in Section 7.2 above.

8 Warranties and Disclaimer

8.1 Warranties. Each party warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement has been duly and validly executed and delivered and constitutes the valid and binding agreement of the parties, enforceable in accordance with its terms.

8.2 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, ADP APPLICATION PROGRAMS AND EQUIPMENT PROVIDED BY ADP OR ITS SUPPLIERS ARE PROVIDED "AS IS" AND ADP AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, VIRUSES OR ANY OTHER MALICIOUS CODE, WITH RESPECT TO THE SERVICES, THE ADP APPLICATION PROGRAMS, ANY CUSTOM PROGRAMS CREATED BY ADP OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP AND RESULTS OBTAINED THROUGH THE USE THEREOF.

9 Security and Controls

9.1 Service Organization Control Reports. Following completion of implementation of any applicable Services, ADP will, at Client's request and at no charge, provide Client with copies of any routine Service Organization Control 1 reports ("**SOC 1 Reports**") (or any successor reports thereto) that are both directly related to those Services provided hereunder for Client and already released to ADP by the public accounting firm producing the report. SOC 1 Reports are ADP Confidential Information and Client will not distribute or allow any third party (other than its independent auditors) to use any such report without the prior written consent of ADP. Client will instruct its independent auditors or other approved third parties to keep such report confidential and Client will remain liable for any unauthorized disclosure of such report by its independent auditors or other approved third parties.

9.2 Business Continuity; Disaster Recovery. ADP maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

9.3 Data Security. ADP has an established information security program containing appropriate administrative, technical and physical measures to protect Client data (including Personal Data) against accidental unlawful or unauthorized destruction, alteration, unauthorized disclosure or access consistent with applicable laws. In the event ADP suspects any unauthorized access to, or use of, the Services and ADP Application Programs, ADP may suspend access to the Services to the extent ADP deems necessary to preserve the security of ADP, Client or User data.

9.4 Unauthorized Third Party Access. Client and its Users are responsible for maintaining the security and confidentiality of any password, User ID, or other form of user authentication involved in obtaining access to ADP Application Programs, and Client and its Users shall not disclose any confidential account access credentials or related information to Unauthorized Third Parties.

10 Data Security Breach

10.1 Notification. If ADP becomes aware of a Data Security Breach of Client's Personal Data, ADP will take appropriate actions to contain, investigate and mitigate the Data Security Breach. ADP shall notify Client without undue delay after becoming aware that a Data Security Breach has occurred, unless otherwise required or instructed by law enforcement or regulatory authority. ADP will share information in its possession with Client for Client to determine any regulatory reporting obligations required by applicable law.

- 10.2 Other ADP Obligations.** In the event that a Data Security Breach is the result of the failure of ADP to comply with the terms of this Agreement, ADP shall, to the extent legally required or otherwise necessary to notify the individuals of potential harm, bear the actual, reasonable costs of notifying affected individuals. ADP and Client shall mutually agree on the content and timing of any such notifications, in good faith and as needed to meet applicable legal requirements. In addition, where notifications are required, and where such monitoring is practicable and customary, ADP shall also bear the cost of one year of credit monitoring to affected individuals in the applicable jurisdictions.

11 Payment Terms

- 11.1 Fees and Fee Adjustments.** Client shall pay to ADP the fees and other charges for the Services as set forth in the Sales Order. The recurring Services fees (excluding delivery, tax and banking (including reverse wire), jurisdiction, year-end and maintenance fees) will remain fixed during the first six (6) months following the Effective Date, and thereafter ADP may modify the fees on an annual basis upon thirty (30) days' prior written notice to Client. The fees presented in any Sales Order were calculated based upon particular assumptions relative to Client requirements (including funding requirements), specifications, volumes and quantities as reflected in the applicable Sales Order and related documentation, and if Client's actual requirements vary from what is stated, ADP may adjust the fees based on such changes. The fees do not include any customizations to any Service.
- 11.2 Additional Services and Charges.** Any Services provided to Client but not included in a Sales Order will be provided subject to the terms of this Agreement and charged at the applicable rates as they occur; and those services will be considered to be "Services" for purposes of this Agreement. Additional charges may be assessed Client in relation to the performance of the Services in certain circumstances, including without limitation, late funding, an insufficient funds notification and emergency payment requests from Client.
- 11.3 Fees for Implementation Services.** Implementation fees are due and payable by Client upon the Go-Live Date for such Services. However, if (i) this Agreement or any Service is terminated after Implementation Services have started but before the applicable Go-Live Date or (ii) Client fails to reasonably cooperate with ADP in connection with the Implementation Services such that ADP is unable to complete such Implementation Services, then ADP may terminate this Agreement or any Service upon written notice to Client and, in each case, thirty percent (30%) of the total non-discounted implementation fees set forth in the Sales Order shall be immediately due and payable by Client.
- 11.4 Invoicing.** ADP will notify Client of all applicable Services fees payable by Client by way of invoice or other method (i.e. ADP's on-line reporting tool). Client will pay the amount on each invoice or such other similar document in full pursuant to the agreed upon method of payment set forth in the Sales Order. All amounts not paid when due are subject to a late payment charge of one and one-half percent (1.5%) per month (not to exceed the maximum allowed by applicable law) of the past due amount from the due date until the date paid. If applicable, ADP shall invoice Client for any History Conversion Services fees upon the completion of the Services, unless the History Conversion Services will be provided over a time period which exceeds thirty (30) days, in which case ADP reserves the right to invoice the Client on a monthly basis for such Services rendered.
- 11.5 Currency.** Client shall pay the fees in US dollars.
- 11.6 Taxes.** Unless Client provides ADP a valid tax exemption or direct pay certificate, Client will pay directly, or will pay to ADP, an amount equal to all applicable taxes or similar fees levied or based on the Agreement or the Services, exclusive of taxes based on ADP's net income.
- 11.7 Postage, Shipping, Travel and Out-of-Pocket Expenses.** ADP will invoice Client for postage charges, delivery charges, other third party charges, reasonable preapproved travel expenses, and travel-related out-of-pocket expenses, as necessary to provide the Services.
- 11.8 Funding Requirements and Disbursement Disclosures.** With respect to Payment Services to be deducted by ACH or Pre-Authorized Debit, Client must have sufficient good funds for payment of the payroll obligations, tax filing obligations, wage garnishment deduction obligations, service fees (as applicable), expenses, and any other applicable charges, to be direct debited from Client's designated account no later than one (1) Business Day prior to the pay date for the applicable payroll (in the case of payroll processing services), or as otherwise agreed by the parties. For reverse wire clients, funds must be available (a) by 6:00 a.m. Pacific time on the Business Day immediately before the associated payroll check date (in the case of the ADP Employment Tax Services) and (b) by 6:00 a.m. Pacific time two (2) Business Days prior to the associated payroll check date for all other Payment Services. In consideration for the additional costs incurred by ADP in providing wire transfer service, Client agrees to pay a reasonable fee for each wire transfer. Notwithstanding the foregoing, ADP reserves the right to modify the aforementioned deadlines at any time and will communicate any such modifications to Client.
- 11.9 Change Control.** In the event either party requests a change in the scope of Services (including implementation services) or any rework is required by ADP as a result of a delay by Client in implementation of any Services (each a "**Change Control Item**"), the parties shall address such change request, if possible via ADP's change control process. Change Control Items and the cost associated with such changes (if any) to the Services shall be mutually agreed to by the parties and shall be defined in a statement of work agreed to by the parties, with the exceptions of Change Control Items that are required to be made by law or regulation applicable to the Services or to the duration of implementation services, which ADP will notify Client of prior to making the change.

12 Term; Termination; Suspension

- 12.1 Term; Termination for Convenience.** This Agreement will commence on the Effective Date and remain in effect until terminated by either party in accordance with the terms hereof. Either party may terminate this Agreement or any Service upon ninety (90) days' prior written notice to the other party (except as otherwise set forth in this Section 12).
- 12.2 Termination for Cause.** Either party may terminate this Agreement for the other's material breach of this Agreement if such breach is not cured within sixty (60) days following notice thereof or in the event either party is the subject of a Termination Event. In addition,

ADP may terminate this Agreement in the event Client fails to timely pay fees for Services performed within ten (10) days following notice that such fees are past due. ADP may also terminate this Agreement or the Services immediately on written notice to Client if the provision of Service to Client causes or will cause ADP or its Affiliates to be in violation of any laws, rules or regulations applicable to it including any sanction laws applicable to ADP or any Affiliate.

12.3 Suspension. Without limiting the foregoing, the parties agree that Payment Services involve credit risk to ADP. Payment Services may be suspended by ADP (A) immediately following notice to Client (i) that Client has failed to remit sufficient, good and available funds within the deadline and via the method of delivery agreed upon as it relates to the applicable Payment Services, or (ii) if Client breaches any rules promulgated by the NACHA (or other similar local regulator) as it relates to ADP conducting ACH (or similar electronic payment) transactions on behalf of Client, and (B) with 24 hour notice if: (i) a bank notifies ADP that it is no longer willing to originate debits from Client's account(s) or credits for Client's behalf for any reason or (ii) the authorization to debit Client's account is terminated or ADP reasonably believes that there is or has been fraudulent activity on the account. If the Payment Services are terminated or suspended pursuant to Sections 12.2 or 12.3, Client acknowledges that ADP shall be entitled to allocate any funds in ADP's possession that have been previously remitted or otherwise made available by Client to ADP relative to the Payment Services in such priorities as ADP may determine appropriate, including reimbursing ADP for payments made by ADP on Client's behalf to a third party. If the Payment Services are terminated by ADP, Client understands that it will (x) immediately become solely responsible for all of Client's third party payment obligations covered by the Payment Services then or thereafter due (including, without limitation, for ADP Employment Tax Services, any and all penalties and interest accruing after the date of such termination, other than penalties and interest for which ADP is responsible under Section 7.3.3), and (y) reimburse ADP for all payments properly made by ADP on behalf of Client to any Payee, which has not been paid or reimbursed by Client. If the Payment Services remains suspended for 30 days, the affected Payment Service shall be deemed terminated on the 31st day following suspension.

12.4 Additional Termination Provisions.

12.4.1 Additional Termination Provisions for ADP Employment Tax Services. If the ADP Employment Tax Services in the United States are terminated, Client's access to ADP websites containing Client's data will expire 90 days from the effective date of the termination, and Client will be responsible for downloading all relevant data, including Statements of Deposit (SODs) prior to the expiration of such access.

12.4.2 Additional Termination Provisions for Employment Verification Services. ADP may, in its sole discretion, terminate the Employment Verification Services at any time upon 90 days prior written notice to Client should a Verification Agent notify ADP that it is no longer willing to provide the Employment Verification Services and ADP, after taking commercially reasonable steps, cannot engage a successor Verification Agent.

12.4.3 Additional Termination Provisions for ADP Time & Attendance Services. If ADP determines that Client has failed to comply with any potentially applicable laws and regulations applicable to the Biometric Services, ADP may, in its sole discretion and upon notice to Client, immediately suspend or terminate the Biometric Services.

12.4.4 Additional Termination Provisions for Essential ACA Services. If ADP reasonably determines that it can no longer provide all or any portion of Essential ACA Services due to changes in applicable law or application of existing law, ADP may, in its sole discretion and upon notice to Client, immediately terminate the applicable portion of Essential ACA Services.

12.4.5 Additional Termination Provisions for History Conversion Services. Either party can terminate History Conversion Services at any time for any reason by providing at least ten (10) days' advance written notification to the other party. Upon termination of the History Conversion Services by either party for any reason, all fees and expenses for the History Conversion Services incurred by Client prior to the termination date shall become immediately due and payable.

13 Post Termination

13.1 Scope. At any time prior to the termination of Client's access to the ADP Application Programs, Client may download Client's information or reports available to it in conjunction with all of the Services provided to Client by ADP. Under no circumstances will ADP be required to provide any third party with access to the ADP Application Programs, ADP's intellectual property or any Confidential Information of ADP.

13.2 Past Due Amounts. If ADP has terminated this Agreement due to Client's failure to pay fees, ADP's obligations in Section 13.1 will be subject to Client's payment of all past due amounts and ADP may require Client to prepay for any services.

14 Additional Terms

14.1 ADP Employment Tax Services. The following additional terms and conditions apply to the ADP Employment Tax Services:

14.1.1 Important Tax Information (IRS Disclosure) for U.S. Only. Notwithstanding Client's engagement of ADP to provide the ADP Employment Tax Services in the United States, please be aware that Client remains responsible for the timely filing of payroll tax returns and the timely payment of payroll taxes for its employees. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477; that state tax authorities generally offer similar means to verify tax payments; and that Client may contact appropriate state offices directly for details.

14.2 ADP Recruiting Management Services. The following additional terms and conditions apply to the ADP Recruiting Management Services:

- 14.2.1 Hiring Practices.** Client shall be exclusively responsible for all hiring practices, including, but not limited to, complying with all employment laws, including, if applicable, the monitoring, analysis and reporting of any adverse impact that may result from any specification or criteria that Client uses to rank candidates in the ADP Recruiting Management Services Application Programs.
- 14.2.2 Vendors.** Client shall be exclusively responsible for all access and use of the ADP Recruiting Management Services by its vendors and such vendors' compliance with the terms of this Agreement.
- 14.2.3 Additional Third-Party Terms.** During the Term of this Agreement, the Client's use and access to the Recruitment Management Services may be subject to additional terms of services which shall be included within the ADP Recruitment Management Services. Prior to enabling the Recruitment Management Services, Client shall and Client shall ensure that its Users of Recruitment Management Services click through and accept such additional terms of service.
- 14.3 Benefit Services.** The following additional terms and conditions apply to the Benefit Services:
- 14.3.1 Benefits Liaison.** Client shall designate in writing to ADP one or more contacts for the Benefit Services to serve as the Client Benefits Liaison, and such Client Benefits Liaison shall have the authority to (i) provide information, instructions and direction on behalf of the Client, each Plan Administrator and, if applicable, each "fiduciary" (as defined in Section 3(21) of ERISA) of each separate Plan, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with the Benefit Services.
- 14.3.2 Compliance of Benefit Plans.** Client shall furnish to ADP all necessary information and data for each Plan. Client shall be responsible for the final preparation, approval and submission of Plans and related amendments to applicable governmental authorities. Client is responsible for, and shall take measures required under state and federal law to assure the qualification and compliance of the Plans with such laws.
- 14.3.3 Disclaimer.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21), NOR IS ADP A "HEALTH CARE CLEARINGHOUSE" WITHIN THE MEANING OF SECTION 1171 OF THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AS AMENDED ("HIPAA") AND CLIENT SHALL NOT REQUEST OR OTHERWISE REQUIRE ADP TO ACT AS SUCH. FURTHER, ADP DOES NOT PROVIDE CLAIMS PROCESSING OR ANY OTHER COVERED FUNCTION WHICH WOULD CAUSE ADP TO BE CONSIDERED A BUSINESS ASSOCIATE AS DEFINED AT 45 CFR §160.103. ALL ENROLLMENT INFORMATION AND RELATED DATA COLLECTED BY ADP IS ON BEHALF OF CLIENT AND NOT ANY EMPLOYER-SPONSORED BENEFIT PLAN. ALL OTHER INFORMATION COLLECTED BY ADP FOR PROVIDING BENEFITS SERVICES IS CONSIDERED EMPLOYMENT RECORDS AND EXPLICITLY EXCLUDED FROM THE DEFINITION OF PROTECTED HEALTH INFORMATION AS STATED AT 45 CFR §164.501, AND IS NOT PROTECTED BY HIPAA'S PRIVACY RULE. SEE ALSO 65 FED. REG. 82461, 53181. ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL REGARDING MANAGEMENT OF ANY PLAN OR MANAGEMENT OR DISPOSITION OF ANY PLAN ASSETS. ADP SHALL NOT RENDER INVESTMENT ADVICE FOR A FEE OR OTHER COMPENSATION, DIRECT OR INDIRECT, WITH RESPECT TO ANY MONIES OR OTHER PROPERTY OF ANY PLAN, NOR DOES ADP HAVE ANY AUTHORITY OR RESPONSIBILITY TO DO SO. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE PLAN(S).
- 14.3.4 Carrier Connections.** ADP will, at Client's request, and for an additional charge as set forth on the Sales Order, provide Client with the following Carrier Connections services:
- 14.3.4.1** ADP will electronically transmit employee data, including employee benefits enrollment data, to Client's carriers or other third parties authorized by Client, and Client authorizes ADP to provide such transmission on Client's behalf. Commencement of carrier connection service is subject to Client completing the configuration setup of Client Content and the format for such transmission to the designated carriers.
- 14.3.4.2** ADP's ability to transmit Client Content data is subject to the provision by Client's designated carriers of a current functional interface between ADP's systems and the designated carriers' systems. ADP will not be obligated to transmit Client's data to designated carriers if at any time Client's designated carriers fail to provide the proper interface as described above. Client is responsible for promptly reviewing all records of carrier transmissions and other reports prepared by ADP for validity and accuracy according to Client's records, and Client will notify ADP of any discrepancies promptly after receipt thereof. In the event of an error or omission in carrier connection services caused by ADP, ADP will correct such error or omission, provided that Client promptly advises ADP of such error or omission.
- 14.3.5 Additional Third-Party Terms.** During the Term of this Agreement, the Client's use of, and access to, the Benefit Services may be subject to additional terms of service which shall be included within the Benefit Services. Prior to enabling such Services, Client shall ensure that its Users of Benefit Services click through and accept such additional terms of service.
- 14.3.6 Technology Credit Program.** ADP has a Technology Credit Program to accept technology credits from Strategic Carrier Partners and apply those funds to Client invoices for ADP benefits administration services, subject to the following additional terms:
- 14.3.6.1** As between Client and ADP, Client is solely responsible for (i) Client's acceptance of the Technology Credit; and directing ADP to apply such Technology Credit to offset Client's benefits administration Services fees;

(ii) the determination whether the Technology Credit is a Plan Asset and the consequences resulting from such determination; and (iii) any compliance obligations that may arise under ERISA or other applicable laws as a result of Client's acceptance of the Technology Credit.

14.3.6.2 If Client elects to accept a Technology Credit, Client will instruct ADP how to apply such Technology Credit. ADP will verify all information provided by Client regarding the Technology Credit with the applicable Strategic Carrier Partner. Per Client direction, ADP will apply the Technology Credit to Client's invoice for benefits administration services fees no earlier than sixty (60) days following ADP's receipt of the Technology Credit from the Strategic Carrier.

14.3.6.3 Client shall remain responsible for payment of the fees for the Services in accordance with the Agreement if the Strategic Carrier fails to remit sufficient, good and available funds to ADP.

14.3.6.4 To the extent Client adds a Strategic Carrier's benefits plan to Client's ADP Workforce Now benefits module, Client consents to ADP working with such carrier with respect to the Services, including sharing with such carrier that Client offers a benefits plan provided by such carrier.

14.4 WFN EI-9 Services. The following additional terms and conditions apply to the WFN EI-9 Services.

14.4.1 Use of Services. Client shall, and cause the members of the Client Group, receiving the WFN EI-9 Services to do the following:

14.4.1.1 Review the USCIS Form I-9, which is the employment eligibility verification form issued by the DHS, including instructions in the form and the guidelines in the current I-9 Handbook, each of which is available on the USCIS website, currently located at <http://www.uscis.gov/i-9central>. Client certifies that it has reviewed the current USCIS Form I-9 and the I-9 Handbook and that it agrees to comply with the applicable policy and procedures set forth therein, and any future new or amended policies or procedures, as required by law. Client will ensure availability of the most recent version of the USCIS Form I-9 and the I-9 Handbook to all employees authorized to complete the USCIS Form I-9 on behalf of Client and/or its Affiliates.

14.4.1.2 Client is responsible for reviewing reports available to Client on the WFN EI-9 Services and for resolving (or causing the applicable employee to take action to resolve) missing or incomplete Forms I-9. This includes communicating with the employee in question and the submission or resubmission of the missing or incomplete Form I-9.

14.4.1.3 ADP executed a Memorandum of Understanding with the DHS as the E-Verify employer agent. E-Verify is the DHS's employment eligibility verification program which allows participating employers to electronically verify the employment eligibility of each newly hired employee and/or employee assigned to a covered federal contract. The following is required as it relates to the use of E-Verify through ADP and will apply only to the extent Client is using E-Verify through ADP

14.4.1.3.1 Notify ADP of (i) the location(s) where Client elects to enroll; and (ii) whether the employer is a federal contractor or a federal, state or local government organization.

14.4.1.3.2 Execute a Memorandum of Understanding with the DHS and ADP (as its E-Verify employer agent), and comply with the terms and conditions set forth therein.

14.4.1.3.3 Review and comply with the policy and procedures contained in the E-Verify User Manual for Employers, and any superseding policy and procedures, available to Client on the WFN EI-9 Service.

14.4.1.3.4 To the extent the Client elects to have more than one company location participate in E-Verify, ensure all authorized users in each location have complied with all requirements of this Section.

14.4.1.3.5 Ensure all of Client's authorized users (i) complete the mandated E-Verify training course and any applicable update courses administered by ADP and (ii) pass a knowledge test with the required score.

14.4.1.3.6 Immediately notify ADP of any updates/changes to its E-Verify employer status (e.g., Client becomes a federal contractor or Client ceases being a federal contractor).

14.4.2 Form I-9 Retention. During the term of the Agreement, ADP will store electronic copies of Forms I-9 in the WFN EI-9 Services for a minimum of three years from the employee's hire date or until one year after the employee ceases to be employed by Client (or the applicable Affiliate), whichever is later (or as otherwise required by changes to federal regulations that come into effect hereafter). Upon termination or expiration of the Agreement, ADP shall use commercially reasonable methods to transfer all electronically stored Forms I-9 to Client in accordance with ADP's current security policies. Upon termination of the WFN EI-9 Services, Client shall be solely responsible for storage of copies of Forms I-9.

14.5 Payment Services. The following additional terms and conditions apply to the Payment Services:

- 14.5.1 Client Credentialing.** Client understands and acknowledges that the implementation and ongoing provision of Payment Services are conditioned upon Client passing (and continuing to pass) a credentialing process that ADP may deem necessary in connection with the provision of Payment Services.
- 14.5.2 Additional Requirements.** Payment Services may be subject to the rules and standards of any applicable clearing house, payment and/or card networks or associations. Client and ADP each agree to comply with all such rules and standards applicable to it with respect to the Payment Services.
- 14.5.3 Funding Obligations.** Client acknowledges that ADP is not a lender. As such, as a condition to receiving services, Client will remit or otherwise make available to ADP sufficient, good and available funds within the agreed-to deadline and via the agreed-to method of delivery to satisfy all of Client's third-party payment obligations covered by the Agreement. ADP will apply such funds to satisfy such third-party payment obligations. ADP will not be required to provide Payment Services if ADP has not received all funds required to satisfy Client's third-party payment obligations. Client will immediately notify ADP if it knows or should know that it will not have sufficient funds to satisfy the amounts required in connection with the Payment Services. If Client has a material adverse change in its condition, ADP may modify the funding method or deadline by which funds must be made available to ADP for payment to Payees. Client agrees to pay to ADP upon demand any amounts that have been paid by ADP to satisfy Client's third party payment obligations prior to receiving such amounts from Client.
- 14.5.4 Investment Proceeds; Commingling of Client Funds.** IF ADP RECEIVES CLIENT'S FUNDS IN ADVANCE OF THE TIME ADP IS REQUIRED TO PAY SUCH FUNDS TO THIRD PARTIES, ALL AMOUNTS EARNED ON SUCH FUNDS, IF ANY, WHILE HELD BY ADP WILL BE FOR THE SOLE ACCOUNT OF ADP. ADP may commingle Client's funds with similar funds from other clients and with similar ADP and ADP-administered funds. ADP utilizes a funds control system that maintains general ledger entries by client and/or by jurisdiction.
- 14.5.5 Recovery of Funds; Stop Payment Requests.** Client agrees to cooperate with ADP and any other third parties to recover funds erroneously issued or transferred to any Payee or credited to any Payee's account. If Client desires to stop payment on any check or to recall or reverse any electronic payment, Client will provide ADP with a stop payment request in the form required by ADP. Client acknowledges that ADP's placement of a stop order request is not a guarantee that such stop payment will occur.
- 14.6 ADP Wage Payment Services.** The following additional terms and conditions apply to ADP Wage Payment Services:
- 14.6.1 ADPCheck; Direct Deposit.** Client agrees not to distribute any ADPChecks to Payees in a manner that would allow Payees to access the associated funds before pay date. Prior to the first credit to the account of any employee or other individual under ADP Direct Deposit Services, Client shall obtain and retain a signed authorization from such employee or individual authorizing the initiation of credits to such party's account and debits of such account to recover funds credited to such account in error.
- 14.7 ADP Time & Attendance Services.** The following additional terms and conditions apply to the ADP Time & Attendance Services:
- 14.7.1 Time & Attendance Hardware.**
- 14.7.1.1** If Client procures Time & Attendance Hardware, Client shall provide and maintain an installation environment (including all power, wiring and cabling required for installation) as specified in the manufacturer's product documentation and other written instructions provided to Client by ADP.
- 14.7.1.2** Regarding Time & Attendance Hardware provided on a subscription basis only, Client shall not make any alterations or attach any devices thereto that are not provided by ADP, nor shall Client remove same from the place of original installation without ADP's prior consent. All right and title in the Time & Attendance Hardware procured on a subscription basis is, and at all times shall remain, that of ADP and a separate item of personal property of ADP, notwithstanding its attachment to other items or real property, and promptly upon termination of the ADP Time & Attendance Services, for any reason whatsoever, Client shall, at its expense, return such Time & Attendance Hardware in good condition, in accordance with ADP's instructions, normal wear and tear excepted.
- 14.7.2 Biometric Services.** Biometric Services are optional. In certain jurisdictions, there are laws and regulations that govern the collection, use, and retention of biometric information, which potentially may apply to Client's use of Biometric Services. To the extent Client elects to use Biometric Services, Client agrees to comply with all such potentially applicable laws and regulations in accordance with this section. In the event Client is unwilling to comply with laws and regulations potentially applicable to Biometric Services, Client will be able to continue to use ADP Time & Attendance Services without Biometric Services. The following terms and conditions apply to Biometric Services to the extent Biometric Services are part of the scope of Services:
- 14.7.2.1 Requirements for Receipt of Biometric Services.** Before any Client or Biometric User is permitted to use any Biometric Services in a jurisdiction where laws and regulations potentially govern such use, Client will comply with the following requirements, in addition to any other requirements imposed by potentially applicable law (to the extent there is a conflict between the requirements below and the requirements of potentially applicable law, Client will comply with potentially applicable law):
- 14.7.2.1.1 Client Biometric Information Policy.** Client will implement, distribute and make available to the public, a written policy establishing Client's policy with respect to the use of Biometric Data. Such policy will include:

- 14.7.2.1.1.1 a retention schedule and guidelines for permanently destroying Biometric Data;
 - 14.7.2.1.1.2 a commitment to destroy Biometric Data when the initial purpose for collecting or obtaining such Biometric Data has been satisfied or within 3 years of the individual's last interaction with Client, whichever occurs first; and
 - 14.7.2.1.1.3 any additional requirements as required by potentially applicable law.
 - 14.7.2.1.2 **Biometric User Notice and Consent.** Client will provide notice to and procure and retain appropriate consents or releases from Biometric Users in the manner and to extent the same are required by potentially applicable law, including:
 - 14.7.2.1.2.1 notifying Biometric Users in writing that Client, its vendors, and/or the licensor of Client's time and attendance software are collecting, capturing, or otherwise obtaining Biometric Users' Biometric Data, and that Client is providing such Biometric Data to its vendors and the licensor of Client's time and attendance software; such notice will specify the purpose and length of time for which Biometric User's Biometric Data is being collected, stored, and used;
 - 14.7.2.1.2.2 obtaining a written release or consent from Biometric Users (or their legally authorized representative) authorizing Client, its vendors, and licensor of Client's time and attendance software to collect, store, and use the individual's Biometric Data for the specific purpose disclosed by Client, and authorizing Client to provide such Biometric Data to its vendors and the licensor of Client's time and attendance software; and
 - 14.7.2.1.2.3 if requested by ADP, providing to ADP copies of the required consents or releases collected and retained by Client, and/or certifying to ADP that such consents or releases have been obtained.
 - 14.7.2.1.3 **Retention and Purging of Biometric Data.** Client will work with ADP to ensure that Biometric Data is retained and purged in accordance with potentially applicable law. To the extent necessary for the purging or deletion of such Biometric Data, Client agrees to provide timely notification to ADP of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User. ADP is not responsible for Client's failure to provide timely notification of the termination of the employment, or the satisfaction of the purpose for which Biometric Data was collected with respect to any given Biometric User.
 - 14.7.2.1.4 **Storage of Biometric Data in Timeclocks.** Client agrees that it shall use a reasonable standard of care consistent with potentially applicable law to store, transmit and protect from disclosure any Biometric Data. Such storage, transmission, and protection from disclosure shall be performed in a manner that is the same as or more protective than the manner in which Client stores, transmits and protects from disclosure other confidential and sensitive information, including personal information that can be used to uniquely identify an individual or an individual's account or property, such as genetic markers, genetic testing information, account numbers, PINs, driver's license numbers and social security numbers.
 - 14.7.2.2 **Biometrics Indemnity.** Subject to Sections 6.3 and 7, Client will defend ADP against any third party claims (including claims made by or on behalf of Biometric Users) and will indemnify and hold ADP harmless from resulting damage awards or settlement amounts in any cause of action to the extent such cause of action is based on any performance or breach of Client's obligations in connection with the Biometric Services, including any failure by Client to obtain consent from Biometric Users in connection with the use of the Biometric Services.
 - 14.7.2.3 **Third Party Beneficiary.** Notwithstanding anything to the contrary in the Agreement, Client agrees that ADP and licensor of any applicable Biometric Services (and their respective successors and assigns) are third party beneficiaries of this Agreement solely as it relates to Biometric Services.
- 14.8 **Tax Registration Services.** ADP shall provide tax registration services as further described in this Section (the "**Tax Registration Services**") in accordance with and subject to the terms of this Agreement. The Tax Registration Services provided hereunder relate solely to ADP obtaining jurisdiction account numbers for employment tax as requested by Client. In receiving the Tax Registration Services hereunder, Client acknowledges the following:
 - 14.8.1 Client understands that ADP will not perform Tax Registration Services in connection with the following events: (i) mergers and acquisitions; (ii) name, address or entity (corporate form) changes; (iii) applications to a state's Secretary of State; and (iv) closing of accounts with a state taxing agency.

- 14.8.2** As a third-party service provider, ADP's Services hereunder are consultative in nature. ADP is not representing Client in any dealings before any tax agencies. ADP's provision of the Tax Registration Services should not be construed as legal, tax, or accounting advice. Client should consult its legal, tax, or accounting advisors for such advice.
- 14.8.3** All submissions to the taxing jurisdiction will be (i) reviewed by Client prior to submission, when provided and (ii) signed by Client where necessary or Client will instruct ADP to affix electronically the Client signature provided by Client. By signing the documents or requesting that ADP affix Client's electronic signature, Client is confirming that (i) Client has reviewed the documents and/or data being submitted to the taxing jurisdiction and (ii) the information contained therein is complete and accurate.
- 14.8.4** By utilizing the Tax Registration Services, Client authorizes ADP to act on its behalf in obtaining jurisdiction employment tax account numbers including, but not limited to, affixing the electronic signature provided by Client to registration forms and other documentation, submitting forms to tax agencies and directly communicating with such agencies as necessary.
- 14.8.5** Client understands that ADP's Services are based solely on the information provided by Client and/or otherwise available for ADP in connection with the Services about Client's business established within a particular jurisdiction and other written correspondence that is in reply to ADP's questions regarding the registration process or otherwise provided by Client. Client authorizes ADP to rely upon such in providing the Tax Registration Services. ADP is not responsible for Tax Registration Services provided hereunder based on any inaccurate information supplied by Client or the failure by Client to provide ADP with information relating to the registration process.
- 14.8.6** Client understands that, for reasons beyond ADP's reasonable control, ADP may not be successful in securing an employment tax account number for Client in any particular jurisdiction.
- 14.8.7** ADP is not responsible for any penalties or interest incurred by Client as a result of ADP's failure to timely receive Client's identification numbers.
- 14.9 State Unemployment Insurance (SUI) Management Services.** The following additional terms and conditions apply to the SUI Management Services:
- 14.9.1 Provision and Transfer of Information.** Client will provide ADP with accurate, complete and timely information necessary for ADP to perform the SUI Management Services, including without limitations, the claimants' names, relevant dates, wage and separation information, state-specific required information, and other documentation to support responses to unemployment compensation agencies. Client will transfer this information via (i) on-line connection between ADP and Client's computer system or (ii) inbound data transmissions from Client to ADP, using mutually acceptable communications protocols and delivery methods. Client will promptly notify ADP in writing if Client wishes to modify the communication protocol or delivery method.
- 14.9.2 Definition of Claim; Claim Cap.** For purposes of the SUI Management Services provided under this Agreement and billed to Client, a "claim" shall be defined as a claim notice generated by a state agency as a result of an individual filing for unemployment insurance benefits. In addition, Client acknowledges and agrees that (i) claim notices are typically generated for each state unemployment tax ID number under which an employee had worked and earned wages; (ii) state unemployment agencies generally issue multiple claim notices per individual as identified by a Social Security Number during the benefit eligibility period upon receiving a request for unemployment benefits; and (iii) all such claim notices require review ADP (e.g., including but not limited to, last employer claims, base period employer claims, periodic qualification claims, additional benefit claims, renewed claims and extended benefit claims). Client further acknowledges and agrees that an applicable claim cap applies to the fees for SUI Management Services and that the claim cap shall be stated on the Sales Order, and will be based on all claim notices processed by ADP as a result of an individual filing for unemployment benefits. The number of claims counted for billing purposes will be reported to Client by ADP as "Claims Processed" via on-line reports.
- 14.10 ADP Wage Garnishment Payment Services.** The following additional terms and conditions apply to the ADP Wage Garnishment Payment Services:
- 14.10.1 Description of Services.** ADP will act solely in the capacity of a third party service provider of payment processing.
- 14.10.2 Client's Use of Services.** Client agrees not to distribute any ADP Checks to Payees in a manner that would allow Payees to access the associated funds before pay date.
- 14.11 Employment Verification Services; Employee Authorized Disclosure.** The following additional terms and conditions apply to the Employment Verification Services and Employee Authorized Disclosure:
- 14.11.1 Employment Verification Services.** Client authorizes ADP and Verification Agents through which Employment Verification Services are performed to disclose, on Client's behalf, Verification Data to Verifiers who wish to obtain or verify any of Client's employees' (or former employees') Verification Data. Verification Data will be disclosed to Verifiers who certify they are entitled to receive such data (as described below) pursuant to FCRA, and, in the case of income information requests, who additionally certify they have a record of the employee's consent to such disclosure or who utilize a salary key. In accordance with FCRA, Verification Data may be provided to Verifiers where (i) the employee has applied for a benefit (such as credit, other employment or social services assistance); (ii) the employee has obtained a benefit and the Verifier is seeking to (a) determine whether the employee is qualified to continue to receive the benefit; and/or (b) collect a debt or enforce other obligations undertaken by the employee in connection with the benefit; or (iii) the Verifier is otherwise entitled under FCRA to obtain the Verification Data. In certifying they have a record of the employee's consent, Verifiers generally rely on the employee's signature on the original application as authorization for the Verifier to access the employee's

income data at the time of the application and throughout the life of the obligation. Client understands that Verifiers are charged for commercial verifications processed through ADP or its Verification Agents.

14.11.1.1 Data Quality. If requested by ADP, Client agrees to work with ADP during implementation to produce a test file and validate the Verification Data using validation reports made available by ADP or its Verification Agents. If Client uses ADP's hosted payroll processing services, ADP will utilize the latest Verification Data available on ADP's payroll processing system.

14.11.1.2 Notice to Furnishers of Information: Obligations of Furnishers of Information. Client certifies that it has read the Notice to Furnishers provided to Client at the following URL: <https://www.consumer.ftc.gov/articles/pdf-0092-notice-to-furnishers.pdf>. Client understands its obligations as a data furnisher set forth in such notice and under FCRA which include duties regarding data accuracy and investigation of disputes, and certifies it will comply with all such obligations. Client further understands that if it does not comply with such obligations, ADP may correct incorrect Verification Data on behalf of Client or terminate the Employment Verification Services upon 90 days prior written notice to Client.

14.11.1.3 Archival Copies. Notwithstanding anything to the contrary in the Global Master Terms and Conditions, Client agrees that, after the termination of this Agreement, ADP and its Verification Agents may maintain archival copies of the Verification Data as needed to show the discharge and fulfillment of obligations to Client's employees and former employees and the provisions of Section 4 of the Global Master Terms and Conditions will continue to apply during the time that ADP and its Verification Agents maintain any such archival copies.

14.11.1.4 Employee Authorized Disclosure. ADP may disclose or use Personal Data of Client's employees to the extent the employee requested or consented to the disclosure or use such as but not limited to when an employee needs their identity verified when they submit an application for a bank account, cellular service, credit or a benefit.

14.12 Essential ACA Services. The following terms shall apply to Essential ACA Services.

14.12.1 Client must use ADP Workforce Now payroll, HR and benefits services in order to purchase and implement Essential ACA. For the avoidance of doubt, all Forms filed by ADP with the IRS on behalf of Client will be filed electronically; any Forms sent to Client for its employees by ADP shall be sent in paper form, and, if Client has ADP's iPay functionality, ADP will also make Forms accessible to Client employees electronically. It will then be Client's responsibility to distribute the Forms directly to its employees.

14.12.2 Client ACA Liaison. Client shall designate in writing to ADP the name of one person who shall serve as the Client ACA Liaison for Essential ACA), and such Client ACA Liaison shall have the authority to (i) provide information, instructions and direction on behalf of Client, and (ii) grant or provide approvals (other than Amendments) required or permitted under the Agreement in connection with Essential ACA. Client shall designate an alternate Client ACA Liaison in the event the principal Client ACA Liaison is not available.

14.12.3 Disclaimer. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN OR IN THE SCOPE OF SERVICES, CLIENT EXPRESSLY ACKNOWLEDGES THAT ADP IS NOT THE "ADMINISTRATOR" OR "PLAN ADMINISTRATOR" AS DEFINED IN SECTION 3(16)(A) OF ERISA AND SECTION 414(g) OF THE CODE, RESPECTIVELY, NOR IS ADP A "FIDUCIARY" WITHIN THE MEANING OF ERISA SECTION 3(21). ADP SHALL NOT EXERCISE ANY DISCRETIONARY AUTHORITY OR DISCRETIONARY CONTROL RESPECTING MANAGEMENT OF ANY BENEFIT PLANS SPONSORED OR OFFERED BY CLIENT. ADP HAS NO DISCRETIONARY AUTHORITY OR DISCRETIONARY RESPONSIBILITY IN THE ADMINISTRATION OF THE CLIENT'S BENEFIT PLAN(S). ADP EXPRESSLY DISCLAIMS ANY WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERRUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS WITH RESPECT TO ESSENTIAL ACA, THE ADP APPLICATION PROGRAMS OR ANY THIRD-PARTY SOFTWARE DELIVERED BY ADP.

14.12.4 Important Tax Information (IRS Disclosure): Notwithstanding Client's engagement of ADP to provide Essential ACA , please be aware that Client remains responsible for the timely filing of all required reports and filings, and the timely payment of Client penalty obligations. The Internal Revenue Service recommends that employers enroll in the U.S. Treasury Department's Electronic Federal Tax Payment System (EFTPS) to monitor their accounts and ensure that timely tax payments are being made for them, and that online enrollment in EFTPS is available at www.eftps.gov; an enrollment form may also be obtained by calling (800) 555-4477.

14.12.5 Additional Requirements. Client further understands that Essential ACA may be modified as ADP may deem appropriate to assist ADP in complying with its obligations.

14.13 ADP Marketplace and Use of ADP APIs.

14.13.1 Disclaimer. ADP may provide Client with access to the ADP Marketplace. Client acknowledges that any third party application or service purchased by Client through the ADP Marketplace is provided by a third party and not ADP and ADP makes no endorsements, representations or warranties (including any representations or warranties regarding compliance with laws) regarding such application or service. Client will enter into a relationship directly with the third party provider of such application or service. Any application or service purchased through the ADP Marketplace will be governed exclusively by the terms and conditions agreed to by Client and the third party provider and not by this Agreement. ADP will not provide any advice, service or support with respect to any third party application or service purchased on the ADP Marketplace.

14.13.2 Transmitting Information to Third Parties. In the event that Client elects to use an API to provide any Client Content or employee or plan participant information to any third party, Client represents that it has acquired any consents or provided any notices required to transfer such content or information and that such transfer does not violate any applicable international, federal, state, or local laws and/or regulations. ADP shall not be responsible for any services or data provided by any such third party.

14.13.3 Use of the ADP APIs. Client will use the ADP APIs to access Client's information only. Client may not use any robot, spider, or other automated process to scrape, crawl, or index the ADP Marketplace and will integrate Client's application with the ADP Marketplace only through documented APIs expressly made available by ADP. Client also agrees that Client will not (a) use the ADP Marketplace or any ADP API to transmit spam or other unsolicited email; (b) take any action that may impose an unreasonable or disproportionately large load on the ADP infrastructure, as determined by ADP; or (c) use the ADP APIs or the ADP Marketplace in any way that threatens the integrity, performance or reliability of the ADP Marketplace, Services or ADP infrastructure. ADP may limit the number of requests that Client can make to the ADP API gateway to protect ADP's system or to enforce reasonable limits on Client's use of the ADP APIs. Specific throttling limits may be imposed and modified from time to time by ADP.

14.14 ESS & MSS Technology. The following additional terms and conditions apply to the ESS & MSS Technology.

14.14.1 Client acknowledges that Client's employees or participants may input information into the self-service portions of the ADP Application Programs. ADP shall have no responsibility to verify, nor does ADP review the accuracy or completeness of the information provided by Client's employees or participants to ADP using any self-service features. ADP shall be entitled to rely upon such information in the performance of the Services under this Agreement as if such information was provided to ADP by Client directly.

14.15 History Conversion Services. ADP shall provide to Client certain history conversion professional services as indicated on the Sales Order (the "History Conversion Services"). As a condition to receiving the History Conversion Services, Client will be subject to the additional terms and conditions of this Agreement. The following History Conversion Services are intended for Clients that has no more than 5,000 terminated and active records.

14.15.1 Description of Services. The History Conversion Services shall include one or more of the Services set forth in the accompanying appendix. History Conversion Services includes virtual training (all training is done remotely via internet and/or telephone). History Conversion Services do not include the conversion or import of any documents.

14.15.2 Client Obligations. As a prerequisite to receiving the History Conversion Services (the "Project"), Client agrees that (a) it has sufficient resources to allocate to the Project; (b) it will provide access to prior vendor data in order to perform an extraction of data (access may include either extraction of data related to the history conversion or via PDF reports, or registers; (c) it will perform an audit of converted data and review internally, in accordance with the timeline set forth below; (d) it will consent to the direct import of the converted check history data files into ADP Workforce Now; (e) it will ensure that all employees with data to be converted be loaded into ADP Workforce Now (to include prior year terminated employees) in advance of the import of check history data; (f) it will provide ADP a single point of contact for data extraction from a prior single vendor database (if multiple points of contact are required which necessitates additional data extraction work efforts and/or separate security access rights for the external viewer, such additional work efforts would be subject to additional fees). All other historical data items will be loaded to an external history viewer ("History Viewer") as described in the History Conversion Services Appendix. In addition, with respect to Check History Conversion Services only ("Check History"), Client agrees that it will complete and validate the data mapping and shall be responsible for final review of data during mapping process. If ADP discovers errors in the data mapping following Client's final validation and submission, corrections to the Check History data may be required. In connection therewith, additional fees may be charged by ADP in order to correct such errors in addition to the fees described in the Sales Order. Data mapping must be completed within sixty (60) days of the date that the Client is first able to commence the data mapping processing ("Data Mapping Completion Date"). If Client fails to complete the data mapping by the Data Mapping Completion Date, then additional monthly storage charges shall apply.

14.15.3 Completion of History Conversion Services. Upon completion of the History Conversion Services, Client will immediately notify ADP if the History Conversion Services and deliverables outlined in the Sales Order have not been satisfactorily delivered. The History Conversion Services will be deemed accepted by Client if no response has been received within five (5) days of the date of completion of the History Conversion Services.

15 Miscellaneous

15.1 Amendment. This Agreement may not be modified, supplemented or amended, except by a writing signed by the authorized representatives of ADP and Client.

15.2 Assignment. Neither this Agreement, nor any of the rights or obligations under this Agreement, may be assigned by any party without the prior written consent of the other party, such consent not to be unreasonably withheld. However, Client may assign any or all of its rights and obligations to any other Client Group member and ADP may assign any or all of its rights and obligations to any Affiliate of ADP, provided that any such assignment shall not release the assigning party from its obligations under this Agreement. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

15.3 Additional Documentation. In order for ADP to perform the Services, it may be necessary for Client to execute and deliver additional documents (including reporting agent authorization, client account agreement, limited powers of attorney, etc.) and Client agrees to execute and deliver such additional documents.

- 15.4 Subcontracting.** Notwithstanding Section 15.2, ADP reserves the right to subcontract any or all of the Services, provided that ADP remains fully responsible under this Agreement for the performance of any such subcontractor. For the avoidance of doubt, third parties used by ADP to provide delivery or courier services, including the postal service in any country or any third party courier service, and banking institutions, are not considered subcontractors of ADP.
- 15.5 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between ADP and Client with respect to its subject matter and merges and supersedes all prior discussions, agreements and understandings of every kind and nature between the parties. No party will be bound by any representation, warranty, covenant, term or condition other than as expressly stated in this Agreement. Except where the parties expressly state otherwise in a relevant exhibit, annex, appendix or schedule, in case of conflict or inconsistency between these Global Master Terms and Conditions and any such exhibit, annex, appendix or schedule, the Global Master Terms and Conditions will prevail and control. Purchase orders or statements of work submitted to ADP by Client will be for Client's internal administrative purposes only and the terms and conditions contained in any purchase order or statements of work will have no force and effect and will not amend or modify this Agreement.
- 15.6 No Third Party Beneficiaries.** Except as expressly provided herein or in an applicable exhibit, annex, appendix or schedule, nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement. Client agrees that ADP's obligations in this Agreement are to Client only, and ADP has no obligation to any third party (including, without limitation, Client's personnel, directors, officers, employees, Users and any administrative authorities).
- 15.7 Force Majeure.** Any party to this Agreement will be excused from performance of its obligations under this Agreement, except for Client's obligation to pay the fees to ADP pursuant to Section 11, for any period of time that the party is prevented from performing its obligations under this Agreement due to an act of God, war, earthquake, civil disobedience, court order, labor disputes or disturbances, governmental regulations, communication or utility failures or other cause beyond the party's reasonable control. Such non-performance will not constitute grounds for breach.
- 15.8 Waiver.** The failure by any party to this Agreement to insist upon strict performance of any provision of this Agreement will not constitute a waiver of that provision. The waiver of any provision of this Agreement shall only be effective if made in writing signed by the authorized representatives of ADP and Client and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of this Agreement.
- 15.9 Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- 15.10 Severability.** If any provision of this Agreement is finally determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remainder of this Agreement will not in any way be affected or impaired and such court shall have the authority to modify such invalid, illegal or unenforceable provision to the extent necessary to render such provision valid, legal or enforceable, preserving the intent of the parties to the furthest extent permissible.
- 15.11 Relationship of the Parties.** The performance by ADP of its duties and obligations under this Agreement will be that of an independent contractor and nothing contained in this Agreement will create, construe or imply an agency, joint venture, partnership or fiduciary relationship of any kind between ADP and Client. None of ADP's employees, agents or subcontractors will be considered employees, agents or subcontractors of Client. Unless expressly stated in this Agreement, none of ADP, its employees, agents or its subcontractors may enter into contracts on behalf of, bind, or otherwise obligate Client in any manner whatsoever.
- 15.12 Governing Law.** This Agreement is governed by the laws of the State of New York without giving effect to its conflict of law provisions.
- 15.13 Communications to U.S. Based Employees.** Client agrees that ADP may use Client's U.S.-based employee and/or participant name, email and mailing address to provide information about products and/or services offered by ADP directly such employees and/or participants. Client may elect for ADP to cease such communications upon 30 days' prior written notice. In addition, each communication sent by ADP will comply with applicable laws and will enable the recipient to opt-out of receiving additional similar communications from ADP.
- 15.14 Jurisdiction.** Any disputes that may arise between ADP and Client regarding the performance or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts of New York, New York. The parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts of New York, New York and waive any claim that any proceedings brought in such courts have been brought in an inconvenient forum. THE PARTIES HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY.
- 15.15 Counterparts.** This Agreement may be signed in two or more counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 15.16 Notices.** All notices required to be sent or given under this Agreement will be sent in writing and will be deemed duly given and effective (i) immediately if delivered in person, or (ii) upon confirmation of signature recording delivery, if sent via an internationally recognized overnight courier service with signature notification requested to Client at the address indicated on the signature page hereof or to ADP at 99 Jefferson Road, Parsippany, New Jersey 07054, Attention: Legal Department or to any other address a party may identify in writing from time to time. A copy (which shall not constitute notice) of all such notices shall be sent to ADP at One ADP Boulevard, MS 425, Roseland, New Jersey 07068, Attention: General Counsel and to Client at the address indicated on the signature page hereof.
- 15.17 Survival.** Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of this Agreement, shall survive termination or expiration of this Agreement.

Appendix : History Conversion Services

Description of Available History Conversion Services

CONVERSION SERVICE	DESCRIPTION
Check History	Includes: Net/Gross Salary, Taxes, Deductions, Hours, Hours & Earnings Codes. History data files will be created and imported into ADP Workforce Now for Client practitioner level access only (not individual employee access).
Pay Rate History	Includes: Position ID, Change Effective On, Compensation change Reason, Rate Type, Rate 1 Amount, Standard Hours, Pay Frequency Code, Rate 2 Amount, Rate Currency, Annual Salary. History data will be loaded to an external viewer provided by ResNav Solutions (see below).
Position History	Includes: Job Title, Department, Business Unit, Location, Assigned Shift, Full time Employee, Pay Grade, Job Class, Salary Structure, Allocation, Union, FLSA, Workers Compensation, Scheduled Hours, Hours period, EEO Job Class, Cost Number, Management Position, Reports to Position ID. History data will be loaded to an external viewer provided by ResNav Solutions (see below). Automated Export Services are available (see below).
Benefits History (Employee Benefit Selection)	Includes: Employee level Benefit selection data included: Plan Type and Name, Coverage Level, Enrollment Effective and End Dates, Employee and Employer Costs per period. Does not include company level detail for Benefit plans. History data will be loaded to an external viewer provided by ResNav Solutions (see below). Automated Export Services are available (see below).
Benefits / Dependent History	Includes: Employee Level Dependents, Including: Dependent Tax ID, Relationship, Name, Address, Gender, Birth Date, Type, Status, Enrollment Start and End Dates, Plan Name and type, Plan Provider Name, Coverage level, Benefit Status. History data will be loaded to an external viewer provided by ResNav Solutions (see below). Automated Export Services are available (see below).
Time & Attendance History	Includes: Employee Time Zone, Pay Rule, Punch Date, Punch In/Out Times & Codes, Totaled Amount, Cumulative Total, Reason/Details. History data will be loaded to an external viewer provided by ResNav Solutions (see below). Automated Export Services are available (see below).
Employee Status History	Includes: Changes to Employee Status, including Termination Date and Reason, Rehire Eligibility and Date, LOA Start and Return Dates with Reasons

Loading History Data Using ResNav Solutions. History data will be loaded to an external history viewer provided by ResNav Solutions, a standalone system, which allows Client to retain history from its legacy systems. History Viewer URL access will be provided to Client practitioner for login with password. Access to History Viewer will be at the practitioner level only (not individual employee access).

Automated Export Services. The Automated Export Services associated with History Viewer, applies to the custom report that loads data from the ADP Application Platform to the History Viewer on a one-time daily basis. The data loaded from the ADP Application Platform to the History Viewer is specific to pay rate, status and position data only. This enables joint reporting from History Viewer for both current and historical employee data. ResNav Solutions shall setup the custom report under a specific practitioner during the history conversion process and the ADP integration team shall initiate the automation of the report.

Data Privacy Appendix

This Data Privacy Appendix is a data processing agreement under Applicable Law and supplements the Agreement, between ADP and Client. Capitalized terms throughout this Data Privacy Appendix not defined in the Agreement are defined in the ADP Privacy Glossary at www.adp.com/-/media/adp/privacy/pdf/glossary_en.pdf, provided, however, that the relevant definitions (or equivalent terms) under Applicable Law will supersede both the Agreement and ADP Privacy Glossary terms in the event of a conflict.

PART I - GENERAL

1. **Client Obligations.** Client shall only provide ADP with Client Personal Data that: (a) is required to perform the Services; (b) has been collected in accordance with Applicable Law, including obtaining any needed consent from Client Employees, where applicable; and (c) Client has and will maintain authority to provide such data under Applicable Law.

2. **ADP Obligations.** Client is disclosing Client Personal Data to ADP only for the limited and specified business purposes as set forth in the Agreement, associated statements of work and/or any subsequent amendments. ADP, as a Data Processor (or equivalent term under Applicable Law), will comply with Applicable Law for Processing Client Personal Data pursuant to the Agreement. ADP will not: (a) "sell" or "share" Client Personal Data; (b) retain, use, disclose or otherwise Process Client Personal Data outside of ADP's direct business relationship with Client or for any commercial or other purpose other than the business purposes specified in the agreement(s) between Client and ADP, except as permitted by Applicable Law; or (c) combine Client Personal Data with personal data that ADP receives from, or on behalf of, other persons, or collects from ADP's own interaction with a consumer, except as permitted under Applicable Law. ADP will provide the same level of privacy protection for Client Personal Data as required of Client under Applicable Law. ADP has the right to Process Client Personal Data in order to comply with ADP's legal obligations (e.g., compliance with sanction laws) or in order to prevent, detect or investigate fraud. ADP employees, contingent workers and Subprocessors are authorized to Process Client Personal Data to the extent necessary to provide the Services and as permitted under the Agreement and by Applicable Law.

3. **Anonymization and Aggregation.** In addition to any rights granted to ADP in Section 4 of in the Agreement to use aggregated or anonymized data, ADP will not attempt to, and will not, re-identify any Client Personal Data that has been "anonymized." For the purposes of this Data Privacy Appendix and Agreement, anonymized data (which includes de-identified data under applicable US Privacy Law(s)) means data that cannot be used to identify an individual, directly or indirectly, by any means reasonably likely to be used in accordance with Applicable Law. The process of "de-identification" under applicable US Privacy Law(s) has the same effect on Client Personal Data as anonymization. ADP will implement reasonable measures to ensure that anonymized or aggregated data has no reasonably foreseeable risk of being re-identified and associated with Client or any individual.

4. **Transfers to Subprocessors.** ADP may transfer Client Personal Data to ADP Subprocessors and Third Party Subprocessors located outside of the country or region where Client Personal Data was initially collected (collectively "Subprocessors"). ADP will establish appropriate safeguards with Subprocessors to ensure the adequate protection of Client Personal Data. Third Party Subprocessors are bound by written contracts with ADP that impose data protection terms that are not less protective than those imposed by this Data Privacy Appendix. An up-to-date list of ADP Subprocessors and Third Party Subprocessors, including locations, is accessible at <https://thebridge.adp.com/workforce-now/gdpr/m/media/634>. Such list may be updated from time to time.

5. **Compliance Obligations.** ADP will notify Client if ADP makes a determination that it can no longer meet its Processing obligations under Applicable Law. Client may, upon providing written notice to ADP, take reasonable steps to stop and remediate unauthorized Processing of Client Personal Data.

6. **Client Instructions.** When receiving a Client instruction regarding the Processing of Personal Data, ADP will notify Client if ADP considers such instruction to violate Applicable Law; however, ADP is not obliged to and will not perform a legal examination with respect to a Client instruction.

7. **Assistance.** ADP will assist Client with Client's data privacy obligations where required under Applicable Law, including assisting Client in responding to and addressing Client Employee individual rights requests, and complaints concerning Client Personal Data Processed by ADP in connection with the Services. ADP will also provide Client with relevant information for conducting data protection impact or risk assessments, (including transfer impact assessments) and any other assessments or reassessments required by Applicable Law or competent regulatory authorities. ADP reserves the right to charge for such assistance rendered. If ADP receives an individual rights request or complaint directly from a Client Employee, ADP shall promptly forward the Client Employee request to Client.

8. **Client Audit.** ADP will answer questions asked by Client regarding the Processing of Client Personal Data by ADP. In the event Client reasonably considers that the answers provided by ADP justify further analysis or are necessary to demonstrate compliance with this DPA, ADP will:

- (a) provide security materials known as ADP's trust package (which includes security policy and standards overview, password summary, resiliency program summary, disaster recovery program overview, data center and hosting service summary and a third-party risk management executive summary), that details ADP's business processes and procedures for the Processing of Client Personal Data; and
- (b) where legally required under applicable Privacy Laws, if Client reasonably considers that the documents provided by ADP justify further analysis, make the facilities ADP uses to Process Client Personal Data available for an audit by a qualified independent third-party assessor reasonably acceptable to ADP, bound by confidentiality obligations satisfactory to ADP and engaged by Client. Client will provide a copy of the audit report to ADP's Global Chief Privacy Officer which will be ADP Confidential Information. Audits shall be conducted no more than once per year during the term of the Agreement during regular business hours and will be subject to (i) a written request submitted to ADP at least 45 days in advance of the proposed audit date; (ii) a detailed written audit plan reviewed and approved in advance by ADP's security organization; and (iii) ADP's on-site security policies. Such audits will take place only in the presence of a representative of ADP's global security office, ADP's global data privacy & governance team, or such person designated by the appropriate ADP representative. The audits shall not be permitted to disrupt ADP's Processing activities or compromise the security and confidentiality of Personal Data pertaining to other ADP Clients. ADP will charge Client a reasonable fee for such audit.

9. Personal Data Return and Deletion. Upon termination of the Agreement, ADP shall comply with its contractual obligations regarding the return of Client Personal Data (if Client Personal Data has not been previously returned to Client, or is not otherwise accessible to Client through the relevant product functionality or features for the Services, such as the ability to download the Client Personal Data) and shall delete Client Personal Data in accordance with ADP's then current applicable records retention schedule. ADP shall address Client's request to delete Client Personal Data before the records retention period has ended to the extent feasible and at a reasonable cost to Client. ADP may maintain Archive copies of Client Personal Data, to the extent required under Applicable Law, as authorized by Client in writing, or as needed for dispute resolution purposes.

PART II – GDPR/UK GDPR

10. Scope. This Part II applies solely with respect to Client Personal Data subject to Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("General Data Protection Regulations" or "GDPR") and as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR"). With respect to ADP's processing of Client Personal Data subject to GDPR and/or UK GDPR, the EU and UK Binding Corporate Rules ("BCR") for Client Data Processing Services (the "ADP Privacy Code(s)", located at [ADP Privacy](https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf) (https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf and [ukbcrpc_en.pdf \(adp.com\)](https://www.adp.com/-/media/adp/privacy/pdf/bcrpc_en.pdf)), govern(s) as applicable. ADP has obtained EU and UK authorization of its ADP Privacy Code(s).

11. International Transfers. For transfers outside of the EEA, Switzerland and United Kingdom, the ADP Privacy Code(s) serve(s) as the legal basis for the data transfer to an ADP Group Company or between ADP and an ADP Subprocessor, which Client acknowledges and accepts. ADP shall enter into appropriate contractual agreements, such as standard contractual clauses, or rely upon any other lawful transfer mechanism prior to transferring Client Personal Data to a Third Party Subprocessor or to an ADP company when the ADP Privacy Code(s) do(es) not apply.

12. Additional Subprocessor Obligations. Within 30 days of a written update (including electronic notice) by ADP to Client adding a new Subprocessor, Client may object to such new Subprocessor by providing written notice to ADP alleging objective justifiable grounds that such Subprocessor is unable to protect Client Personal Data. If the parties cannot reach a mutually acceptable solution, ADP shall, at its option, either: (a) not allow the Subprocessor to access Client Personal Data; or (b) allow Client to terminate the relevant Services in accordance with the terms of the Agreement.

13. ADP Privacy Code(s) EU and UK Authorization. ADP will make commercially reasonable efforts to maintain the EU and the UK authorization of its ADP Privacy Code(s) for the duration of the Agreement and will promptly notify Client of any subsequent material changes in the EU or UK authorization of its ADP Privacy Code(s).

PART III - MISCELLANEOUS

14. Order of Precedence. In the event of a conflict between the Agreement, this Data Privacy Appendix, the ADP Privacy Code(s) and Applicable Law, then the conflict will be resolved by giving effect to such in the following order of precedence: (a) Applicable Law; (b) the ADP Privacy Code(s); (c) this Data Privacy Appendix; and (d) the Agreement.

15. Scope. This Data Privacy Appendix provides no additional rights to a Client Employee that are not already provided under the Applicable Law to which the Client Employee is subject.

Company Information

City of Palatka
201 N 2nd St
Palatka, FL 32177-3735
United States

Executive Contact

Virginia Jones
HR Dir
vjones@palatka-fl.gov
(386) 329-0100

Recurring Fees and Considerations

Number of Employees: 160 on City of Palatka



Per Processing

	Count	Min	Base	Rate	Bi-Weekly	Annual
Workforce Now Payroll Solutions	160	-	\$65.00	\$1.63	\$325.80	\$8,470.80
• Essential Plus Payroll						
Employment and Income Verification	160	-	-	-	\$0.00	\$0.00
• Employment Verification						



Monthly Processing

	Count	Min	Base	Rate	Monthly	Annual
Workforce Now HCM Solutions	160	-	-	\$12.38	\$1,980.80	\$23,769.60
• Enhanced HR						
• HCM Analytics						
• DataCloud Enhanced Insights						
• Benefits Administration						
• Health & Welfare Carrier Connections						
• Recruitment and Talent Acquisition						
• Recruiting Embedded Intelligence						
• Performance and Goal Management						
Workforce Now Time and Attendance	120	\$265.00	-	\$3.71	\$445.20	\$5,342.40
• Essential Time						
• Time Analytics						
Additional Jurisdiction (if applicable)		2+		\$11.00/month		
International Employees Rate (if applicable)				\$3.10/month		
Courier Delivery (if applicable)				\$20.00 per delivery		



Annual Processing

	Count	Min	Base	Rate	Annual
Year End Forms, W2s or 1099s	160	-	-	\$5.25	\$840.00



Total Annual Investment

Total Annual

Workforce Now Services

\$38,422.80



Other Considerations

	Count	Rate	Total
Hardware and Other Fees			
• Standard Connections - TBD	1	\$0.00	\$0.00
• Standard Connections - TBD	1	\$0.00	\$0.00
• Standard Connections - TBD	1	\$0.00	\$0.00
• Professional Services: Pay Check History Conversion	1	\$0.00	\$0.00
• Professional Services: Historical Data Conversion	1	\$0.00	\$0.00
* Employee Pay Rate (or Salary) History			
* Employee Position (or Job Profile) History			
Implementation			
• Implementation for Workforce Now Payroll Solutions			\$5,000.00
• Implementation for Workforce Now HCM Solutions			\$1,500.00



Total Other Considerations		Total Setup
Implementation and One-Time Fees		\$25,400.00
Discount Value		(\$18,900.00)
Total Net Implementation and One-Time Fees		<u>\$6,500.00</u>

Important Project and Billing Information

Billing for Payroll Processing Services, HCM and any module bundled into the single per employee per processing fee for payroll, is billed immediately following the client's first payroll processing. The billing count is based on the number of pays submitted during each processing period, therefore total billing may fluctuate.

Billing for all modules bundled under HCM Solutions will begin on the date the ADP Product or Service is available for use by the CLIENT in a production environment. The billing count is based on all unique lives in the database paid in the previous calendar month. Any non-terminated employees based outside the United States will be billed separately as International Employees.

Billing for Essential Time will begin on the date Essential Time is available for use by the CLIENT in a production environment. The billing count is based on all non-terminated employees in the Time Module. This count includes practitioners and supervisors.

Unemployment Claims in excess of the 10% claims cap will be billed at \$36.00 per claim. The fee for optional hearing representation is \$155.00 per appearance. Attorney representation required in certain states and is subject to change (currently: AZ, DE, KY, MO, NC, SC, SD, and WV). Representation fee not to exceed actual attorney fees. Optional service available through non-ADP affiliated attorneys. Attorneys will be retained on behalf of client for limited purpose of representing Client at the hearing. No referral fee applies. No attorney-client relationship exists or will be formed between ADP and Client.

Client intends to use Direct Deposit and Paycard and be fully paperless for Employee Pay Statements using ADP Self Service and/or ADP Mobile App to view all Pay and W2 information. By doing so, ADP will not charge a delivery fee unless something is in fact delivered.

Promotion
Promotion will be applied to months 7 and 8 from each product / controls start date (also referred to as the Promotional Period). Actual promotional value may vary based on a number of reasons, including but not limited to: start date, number of processings during the promotional month(s) and actual number of employees paid during the promotional months.

Other
ADP's Fees for Service will be debited directly out of client's bank account of their choosing seven (7) days from invoice date. ADP will send invoices to vjones@palatka-fl.gov
Expiration Date: 7/7/2024

Important Professional Services Information

History Conversion: The services noted on this sales order are performed by ADP Professional Services and are for companies with less than 1000 active employees with a maximum of 5000 total records (a combination of both active and terminated lives) with data coming from a single data base source. Conversion of history from a database with a greater number of records or from multiple databases must be quoted via a customized statement of work.

Summary			
Estimated Annual Net Investment:	\$38,422.80	Total Net Implementation:	\$6,500.00
Estimated Annual Net Investment during promotional period:	\$32,267.60		

The ADP Services Listed on this Sales Order are provided at the prices set forth herein and in accordance with the ADP Master Services Agreement (or other similar agreement governing ADP's services), which shall include any appendix, exhibit, addendum, schedule or other similar document attached thereto or accompanying this Sales Order. By signing below you are acknowledging and agreeing to such terms and conditions and to the listed prices.



ADP, Inc.

Client: City of Palatka

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Workforce Now Included Services

Essential Plus Payroll

- Tax Filing Service
- Payment Services
- Reports Library and Custom Report Writer
- Wage Garnishment Processing
- Group Term Life Auto Calculation
- Intelligent Insights for Employee Issue Resolution
- Online Reports and Pay Statements

Enhanced HR

- Employee Development Tracking
- Paid Time Off Accruals Engine
- Multiple Languages & Currencies
- Country Specific Workflows & Processes
- Country Specific Formatting & Custom Fields
- Secure Online Document Storage with Role Based Security, Search & Audit Functionality
- Communication Broadcasts

HCM Analytics

- Pre-Configured Key Performance
- Executive Dashboard

DataCloud Enhanced Insights

- Visual comparisons between your data and market averages
- Annual compensation explorer for deep compensation insight

Benefits Administration

- Multiple Benefit Plan Types
- Flexible Rate Structures (Age Banded & Salary Tiers)
- Notifications & Approvals
- Invoice Auditing
- Annual 1095-C Forms

Health & Welfare Carrier Connections

- Integration with insurance carriers for enrollment and eligibility
- Real-time API integration with strategic carrier partners

Recruitment and Talent Acquisition

- Mobile-first, branded career site for applicants
- Seamless job posting on 25,000+ job sites
- Candidate communications using email and mobile text
- ZipRecruiter job slots

Performance and Goal Management

- Custom Performance Review Templates
- 360 Degree Peer Review
- Compensation Management

Essential Time

- Employee and Manager Self Service
- Access to Mobile Apps
- Employee Discount Program
- New Hire Reporting
- General Ledger Solution
- Conversational Virtual Assistant

- New Hire Onboarding / I-9 Workflow
- Compliance Reporting
- Organization Charting
- Policy Acknowledgement
- Total Rewards Statements
- Employee Feedback and Sentiment Surveys

- Ability to Customize Additional KPIs
- Pay Equity Storyboard

- Filters to obtain granular benchmarks

- Dependent & Beneficiary Tracking
- Employee Open Enrollment with Personalized Decision Support
- ACA Measurement Dashboard
- Evidence of Benefit Offering Screens
- Annual 1094-C Filing

- Pass changes tied to new hires, life events, open enrollment and terminations
- EDI integration for enrollment and eligibility with more than 700 carrier partners

- Requisition management and reporting
- Talent communities
- Interview scheduling and offer letter management
- Industry and Geographic Compensation Benchmarks

- Employee Goal Management
- Manager Dashboard
- Succession Planning

Workforce Now Included Services

- Time Collection
- PTO Management & Reporting
- Request & Approval Workflows
- ADP Portal with Customized Content

Time Analytics

- Pre-Configured Key Performance
- Executive Dashboard

Employment Verification

- Commercial Employment and Income Verifications
- Social Services Verifications
- Workers Compensation Verifications

Implementation Support and Data Conversion

- Pay Rate (or Salary) History: Inc. up to 7 years; Max 5000 records (Total Lives, Terms, LOA)

- Rule Based Calculations
- Scheduling
- Mobile Access
- Paid Time Off Accruals

- Ability to Customize Additional KPIs

- Client access to Electronic Reports and Tools
- Immigration Verifications

- Position (or Job Profile) History: Inc. up to 7 years; Max 5000 records (Total Lives, Terms, LOA)

Thank you for your consideration

ADOPT RESOLUTION 2025-R-04 authorizing a FY 2024-2025 budget transfer in the amount of \$423,394.18 from City Share Downtown Streetscapes for the County led St. Johns Avenue Reconstruction Resurfacing project

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Staff is requesting a budget transfer from City Share Downtown Streetscapes to Resurfacing Striping in the amount of \$423,394.18 to cover approved expenses related to the project.

BACKGROUND

The Commission previously approved budget for the County led St. Johns Avenue Reconstruction Resurfacing project on October 26, 2023 in the amount of \$450,000 and approved change order #1 on September 30, 2024 in the amount of \$64,772.54 for a total project budget of \$514,772.54. The City has issued payment toward the project in the amount of \$91,378.36 leaving a remaining budget of \$423,394.18 to complete the project. These funds were inadvertently budgeted to an incorrect GL in FY 24-25 budget and need to be transferred to the correct project GL.

PROJECT ANALYSIS

A budget transfer is needed to cover these authorized expenses.

Staff Recommendation

Adopt Resolution.

ATTACHMENTS

1.	2025-R-04
2.	October Minutes approving expense
3.	2024-R-95 BUDGET AMENDMENT ALLOCATING ADDITIONAL

RESOLUTION NO. 2025-R-04

A RESOLUTION AUTHORIZING A BUDGET TRANSFER FROM CITY SHARE DOWNTOWN STREETSCAPES FOR THE COUNTY LED ST JOHNS AVE RECONSTRUCTION RESURFACING; AND PROVIDING FOR SCRIVENER’S ERRORS

WHEREAS, the Palatka City Commission determined during the October 26, 2023 (\$450,000) and September 30, 2024 (\$64,772.54) Commission meetings to support the County led St. Johns Ave Reconstruction Resurfacing project in the total amount of \$514,772.54; and

WHEREAS, the City issued payment to the County for Invoice #1 in the amount of \$91,378.36 on August 28, 2024 leaving a balance of \$423,394.18.

WHEREAS, the remaining budget of \$423,394.18 for the project was inadvertently placed in an incorrect GL in FY 24-25; and

WHEREAS, the City of Palatka deems it reasonable and necessary to transfer \$423,394.18 from the City Share Downtown Streetscapes project to Resurfacing and Striping to cover the approved expenses related to the project.

NOW, THEREFORE, be it resolved as follows:

1. the FY 2024-2025 transfer is authorized as follows:

GL Line	Description	Last Approved	Recommended Amendments	As Amended
101-18-519-6-6467	City Share Downtown Streetscapes	\$909,717.00	(\$423,394.18)	\$486,322.82

GL Line	Description	Last Approved	Recommended Amendments	As Amended
101-18-519-6-6455	Resurfacing & Striping	\$1,400,000	\$423,394.18	\$1,823,394.18

2. the Interim City Manager or designee, without public hearing, is authorized to correct any typographical scrivener’s errors, which of 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 City Commission of the City of Palatka, Florida this 9th day of January 2025.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

ACTING CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

ROBERTA M. CORREA
MAYOR-COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



JONATHAN C. GRIFFITH
INTERIM CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI L. KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

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

MINUTES CITY OF PALATKA October 26, 2023

The minutes of the proceedings of the regular meeting Palatka City Commission held on the 26th day of October, 2023 at 6:00 PM at City Hall, 201 N. 2nd St., Palatka, FL 32177. The meeting begins at 49 minutes 49 seconds on the YouTube recording: <https://www.youtube.com/watch?v=DUcehfRBfXo>
In accord with the Florida Retention schedule, this link will expire after 2 years.

1. **CALL TO ORDER** at 6:00 PM

- a. Invocation led by Chaplain Mulberry
- b. Pledge of Allegiance led by Commissioner Borom
- c. Roll Call

Mayor Roberta Correa	- present
Commissioner Tammie McCaskill	- Not present (attempted call in at 10:09 PM)
Commissioner Will Jones	- present
Commissioner Justin Campbell	- present
Commissioner Rufus Borom	- present

Also present: Jonathan Griffith, Interim City Manager; Jane West, City Attorney; Sunni Krantz, City Clerk; Marcia Carty, Finance Director; Virginia Jones, HR Generalist; Avery Hunter, HR Coordinator; Jayde Baggs, Project Manager/Grants Administrator; Del McMillen, Public Works Director; Joe Verrecchio, Public Works Operations Manager; Peter Willott, Public Information Officer; Chris Taylor, Fire Chief; Jason Shaw, Police Chief; Alonzo Mulberry, City Chaplain; Yul McNair, Airport Manager; Allegra Kitchens, former City Commissioner; Brandon Oliver, Palatka Daily News; Michael Borton; Elizabeth Bacon-Smith; Terry Suggs, County Administrator; JR Grimes, Deputy County Administrator; Tarsha Givens; Bob Slavin, Slavin Management Consultants; Tarsha Givens; Present via telecommunications technology: Renee' Brown, Planning Clerk; Eddie Cutwright, Community Affairs Director

2. **APPROVAL OF MINUTES**

- a. October 12, 2023

Motion to approve by Commissioner Campbell. Second by Commissioner Borom. Motion passed unanimously.

3. **PUBLIC RECOGNITION/PRESENTATIONS:**

a. PRESENTATION - City's Youth Ambassadors: What I learned during Florida City Government Week
The Clerk advised the City's Youth Ambassadors met during City Government Week and were afforded an opportunity to job shadow a department head of their choosing during the week.

Ms. Uma Tai, one of the City's Youth Ambassadors gave a presentation on what she learned during Florida City Government Week after its monthly meeting at the Palatka Gas Authority and after shadowing the City Clerk one afternoon during the week.

b. RECOGNITION - life saving actions by a citizen - Rollie Paul
Chief Taylor spoke regarding the lifesaving action of Rollie Paul at the scene of a car accident and fire at Putnam Memorial Bridge.

c. INTRODUCTION - New Employees
Ms. Jones introduced new employees Jayde Baggs, Project Manager/Grants Administrator and Avery Hunter, HR Coordinator and advised there are several other new employees. Chief Shaw introduced officers Bryan Bowers, Josh Sear, Dean Lowe, Matthew Scott Matthew Buchanan who have been with the City almost a year.

d. IN THE SPOTLIGHT - Employee of the Month
Ms. Jones recognized the employee of the month, Lisa Walsh. Chief Taylor nominated Ms. Walsh and thanked her for streamlining a lot of City processes.

4. CITY MANAGER AND ADMINISTRATIVE REPORTS

Mr. Griffith advised the Commission the job description for the Legislative Aide is being finalized.

a. REPORT - Public Works
Mr. Del McMillen provided a presentation regarding Public Works (see agenda packet). Cemetery records are being digitized. Mr. McMillen advised the City docks are currently open and annex roof work is scheduled to begin. He anticipates releasing the bid soon for the Hank Bryan Park public bathroom construction. Staff training is ongoing to meet the standards we are trying to outline for the City. To date, Public Works has closed over 495 work orders this year. Mr. McMillen advised when a work order to pick up (missed) garbage is made, the practice is for the workers to pick up any trash they see in that zone. Commissioner Campbell asked for more public information on garbage pickup. Commissioner Campbell asked a handout on garbage schedules be made for new residents.

b. REPORT - Fire Department
Chief Taylor provided a presentation regarding the Fire Department (see agenda packet). The department has ran 512 calls from the downtown station and 486 calls from the Kay Larkin station.

c. PRESENTATION Personnel Policy Updates Section 8 Benefits and Section 9 Employee Relations
Ms. Jones advised the benefits language has been updated to go in line with the city code. The other portion is employee relations where we are adding compliance to the Americans with Disabilities Act in our grievance procedures. On Section 9 any specific employee names will be removed. The language means elected officials are entitled for the retirement plan. Commissioner Jones asked for additional review with HR and legal. Discussion commenced regarding the hierarchy of complaints. Commissioner Jones and Campbell suggested inserting Human Resources into the hierarchy of complaints. Commissioner Campbell asked for language regarding grievances with the City Manager. Mr. Griffith advised revised language will come back to the Commission probably at the December 14th meeting.

d. REPORT - Police Department Roof/Space Utilization Study

Mr. Griffith advised the estimate for repairs to the Police Department roof was \$400,000 (including gutters and HVAC and some interior modifications). Passero and Associates has advised an engineering analysis on the current building and a scenario for building a new building would cost \$15,000. City Staff has prepared an underutilized/overutilized space study of current administrative buildings. Mr. Griffith advised the current police department building is not conducive to its current use. Chief Shaw advised he would like to fix the roof for the morale of the employees, but look at a 5 year plan to relocate. Chief Shaw advised prime location would be in the central portion of town (Palm Avenue area). He would like to see his department under one roof. He advised this space needed is approximately 15,000 sq. ft. as the current building is 9,000 sq. ft. The detectives have a different building (Police Department annex).

Commission discussion commenced. Commissioner Jones spoke in support of not paying Passero for the study and spoke in support of fixing the roof. Commissioner Borom is not in support of \$400,000 in repairs. Commissioner Borom asked to look at relocating Police and Fire together.

Mr. Griffith summarized we will remove Alternate 1 and direct Staff to make temporary measures to stop the roof leaks and modify scope and fee for a 5-year plan and look at alternate locations. Mr. Griffith advised this would be bid out.

e. REPORT - Financial Statement as of August 31, 2023

Year to date the City has brought in \$37,811,637 and spent \$34,579,000 for the 11 months that ended August 31, 2023. The general fund brought in just over \$11 million and spent \$10 million. The Airport is operating at a positive. We have spent \$2 million of funding from the American Rescue Plan Act. The Golf Course fund is operating flat. We have subsidized this fund by \$175,000. The Better Place Plan fund is operating flat. There are more grants expected. The Sanitation fund operated at a profit of \$547,000. The Utility fund has a profit of \$400,000 and we are expecting grants here as well. The Tax Increment fund generated \$699,000 and spent \$88,000. Of Revenues, 36% come in with general fund and 31% with utility fund. We will be able to present pre-audit financials at the next meeting. Mr. Griffith advised he believes the Golf Course debt rolls off this year and will provide additional details at the next meeting. The airport's debt has rolled off.

5. PUBLIC COMMENTS - (Speakers limited to three minutes - no action taken on items)

The floor was opened to public comment:

Jacob Spell 5019 Crill Ave Palatka, FL 32177 - asked why Mr. Griffith desires the job of City manager when he previously did not desire the job. He expressed the others who applied will be turned down.

Askew Vickers 207 N. 18th St., Palatka, FL 32177 - expressed policy and procedure and rule of law are equal.

He advised he comes to the meeting for questions and answers.

Tarsha Givens 225 Stilwell Ave., Palatka, FL 32177 – advised she asked to be added to the agenda in March and was declined.

Allegra Kitchens 1027 S 12th St., Palatka, FL 32177 - asked to move item 12 up.

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

Staff and Commission response followed:

Ms. West advised public comments are to be directed to the Chair of the Commission. The Chair can direct Staff to answer a question, however Staff is not to respond to comment under Roberts Rules of Order.

Ms. West advised policy is the rule and procedure is the implementation of the rule.

Mr. Griffith advised if anyone wants to meet with him they can. When he decided to be a candidate for City Manager he removed himself from the line of communication with the City's search firm to the City. Commissioner Campbell advised the Commission has not set up Mr. Griffith to be City Manager.

Regarding the agenda request from March, the Clerk responded the item requested to be on the agenda was presented by Staff.

CONSENT AGENDA:

- a. ADOPT RESOLUTION 2023-R-251 granting a Special Events permit for the Porchfest - December 2, 2023 - Southside Historical Neighborhood Association
- b. ADOPT RESOLUTION 2023-R-252 authorizing the Mayor and the City Clerk to execute and attest all closing documents associated with the purchase of 300 N. 11th Street
- c. ADOPT RESOLUTION 2023-R-253 awarding the Public Works Facility Design Build Invitation to Bid 2023-13 to Scherer Construction in the amount of \$160,920.00 for services to complete the design and provide a cost for construction of a public works facility.
- d. ADOPT RESOLUTION 2023-R-254 authorizing the execution of Change Order No 6 with TB Landmark for the CDBG ALT A Potable Project to replace inoperable water valve in an amount of \$24,106.50 for a total project cost of \$3,144,288.89.
- e. ADOPT RESOLUTION 2023-R-255 authorizing execution of Amendment No 3 to the Florida Department of Environmental Protection contract DW540250 extending the performance period until April 15, 2025 for the Granular Activated Carbon Filtration project at the Water Treatment Plant.
- f. ADOPT RESOLUTION 2023-R-256 authorizing the execution of an agreement with Hanson Professional Services in the not-to-exceed amount of \$18,992.00 for the construction administration and engineering inspection services for the Water Treatment Plant Granulated Activated Carbon filtration system project for the yard piping/chlorine tank improvements.
- g. ADOPT RESOLUTION 2023-R-257 awarding Sourcewell pricing to EnviroSight LLC for the purchase of a Utility (sanitary and storm sewer) CCTV inspection system for a price not to exceed \$123,815.61 under terms provided in Sourcewell Contract #120721-EVS.
- h. ADOPT RESOLUTION 2023-R-258 to award and authorize execution of a contract to provide a 90HD+ Arbor Pro Lift and trailer to All Access Equipment under a sole source agreement for a price not to exceed \$183,356.90 pending an executed financing agreement.
- i. ADOPT RESOLUTION 2023-R-259 awarding Tampa Crane and body the purchase of a Mack/Heil Front Loading Truck with Side Loading attachment under a sole source agreement with Tampa Crane and Body for a total price not to exceed \$493,000.00 pending a financing agreement to be awarded at a later date.
- j. ADOPT RESOLUTION 2023-R-260 amending the Progressive Disciplinary policy to include an exemption for Firefighters, Police Officers, and Public Works employees to carry vocational tools

Commissioner Jones asked for item c, h, and i, to be discussed.

Motion to accept Commissioner Campbell to accept the Consent Agenda except items C, H, and I. Second By Commissioner Borom. Motion passed unanimously.

c. ADOPT RESOLUTION 2023-R-253 awarding the Public Works Facility Design Build Invitation to Bid 2023-13 to Scherer Construction in the amount of \$160,920.00 for services to complete the design and provide a cost for construction of a public works facility.

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AWARDING THE PUBLIC WORKS DESIGN BUILD BID 2023-13 TO SCHERER CONSTRUCTION IN THE AMOUNT OF \$160,920.00 AND AUTHORIZING EXECUTION OF ALL CONTRACT AGREEMENTS ASSOCIATED WITH THIS BID AWARD; AND PROVIDING FOR SCRIVENER'S ERRORS

Mr. McMillen advised this is for the design, we are aware we will need to change the scope.

Commissioner Jones expressed the desire to wait on this project until we know what we are doing with the Police Department and until we have a permanent City Manager.

Motion to approve by Commissioner Campbell. Second by Commissioner Borom. Motion passed 3 – 1, with Commissioner Jones dissenting.

h. ADOPT RESOLUTION 2023-R-258 to award and authorize execution of a contract to provide a 90HD+ Arbor Pro Lift and trailer to All Access Equipment under a sole source agreement for a price not to exceed \$183,356.90 pending an executed financing agreement.

A RESOLUTION OF THE CITY OF PALATKA AUTHORIZING THE PURCHASE OF ONE (1) 90HD+ ARBOR PRO LIFT TRAILER FROM ALL ACCESS EQUIPMENT FOR A PRICE NOT TO EXCEED \$183,356.90 PENDING A FINANCING AGREEMENT TO BE AWARDED BY THE CITY COMMISSION AT A LATER DATE; AND PROVIDING FOR SCRIVENER'S ERRORS

Mr. McMillen advised this item will aid safety of our Staff. The Trailer is deployable from a trailer or a truck mount. The City has vehicles to pull the trailer and lift already. Mr. McMillen expressed several situations where this item would be useful, including trimming trees around the City's water tower and in emergency we could mount flags and things on the bridge. He advised currently when required, Staff is contacting a vendor when a crane is needed.

Motion to approve by Commissioner Campbell. Second by Commissioner Borom. Motion passed 3- 1, with Commissioner Jones dissenting.

i. ADOPT RESOLUTION 2023-R-259 awarding Tampa Crane and body the purchase of a Mack/Heil Front Loading Truck with Side Loading attachment under a sole source agreement with Tampa Crane and Body for a total price not to exceed \$493,000.00 pending a financing agreement to be awarded at a later date.

A RESOLUTION OF THE CITY OF PALATKA AUTHORIZING THE PURCHASE OF ONE (1) FRONT END LOADING GARBAGE TRUCK WITH ASL ATTACHMENT FROM TAMPA CRANE & BODY FOR A PRICE NOT TO EXCEED \$493,000.00 AND PENDING A FINANCING AGREEMENT TO BE AWARDED AT A LATER DATE; AND PROVIDING FOR SCRIVENER'S ERRORS

Mr. McMillen advised the intent would be to put this truck into full service to supplement our current trucks. Garbage collectors will be on both sides of the truck. Mr. Griffith advised this has the ability to go between the Commercial and residential route. Commissioners Campbell and Borom spoke in favor.

Motion to approve by Commissioner Borom. Second by Commissioner Campbell. Motion passed unanimously.

6. PUBLIC HEARINGS:

- a. ORDINANCE 2023-33 amending the Palatka Municipal Code Chapter 70 as it pertains to sidewalk construction and repair - 1st Reading.

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, AMENDING THE PALATKA MUNICIPAL CODE CHAPTER 70 SECTIONS 1, 51, 52, AND 53 STREETS SIDEWALKS AND OTHER PUBLIC PLACES AS IT PERTAINS TO PUBLIC SAFETY OF SIDEWALKS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SCRIVENER'S ERRORS

Mr. McMillen advised the proposed changes will allow Public Works to repair City sidewalks as we need to do so and preserve the ability to file liens on people who damage sidewalks, curbs, and gutters. This is taking the direction to repair the sidewalks from the Commission to the City Manager. Per the current code, Mr. Griffith advised Public Works cannot make repairs or emergency repairs unless approved at a City Commission meeting. This is not presently the practice although it is in the code. Mr. McMillen advised the current Ordinance has the adjacent property owner fixing the sidewalk, prior to the City fixing the sidewalk. Mr. Griffith advised it is not practical to delay hundreds of sidewalk repairs 3 - 4 weeks, even those that are only 5 x 5 sections.

Commission discussion commenced. Commissioner Jones advised that when there are damages the City Commission should be advised. Commissioner Borom spoke in opposition to taking the Commission's voice away from the decision of repairing sidewalks. Mayor Correa advised there are liability issues with Staff not having the ability to fix sidewalks.

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

Motion to deny by Commissioner Borom. Second by Commissioner Jones. This was not put to a vote.

Mr. Griffith suggested an alternative where the Commission retains the ability to hear recommendations for liens against property owners who damage sidewalks.

Motion to table by Commissioner Campbell. Motion died for lack of a second.

Motion for reconsideration by Commissioner Campbell. Motion died for lack of a second.

REGULAR BUSINESS

8. DISCUSSION/DIRECTION - Commission Special Event Funds - City of Palatka Unity Day - November 25, 2023 - Mayor Correa requestor

Mr. Griffith advised Staff is planning on bringing back the policy on Commission's special event funds at a later time. Now, the Mayor is asking for the ability to put \$1,000 of Special Events funds to Unity Day.

Motion to approve the allocation of \$1,000 from the Mayor's allocation of the City's Special Events Funds by Commissioner Campbell. Second by Commissioner Borom. Motion passed unanimously.

9. ADOPT City Commission and Community Redevelopment Agency 2024 Calendar

The Clerk advised the proposed Calendar follows the tradition of the Commission to cancel 1 Commission meeting per month during the Summer and Winter Holiday months. She asked for direction concerning January's 2nd meeting. Commission discussion commenced. Commissioner Borom spoke in favor of cancelling the 2nd meeting in January.

Motion to accept the calendar with the amendment of cancelling the 2nd January meeting by Commissioner Campbell. Second by Commissioner Borom. Motion passed unanimously.

10. DISCUSSION/DIRECTION ROAD RESURFACING PROJECTS

a. PRIORITIZE FY 2023-24 Projects

b. PUTNAM COUNTY's REQUEST for \$400,000 for the St. Johns Avenue reconstruction project from Palm Avenue to the railroad tracks

Mr. Griffith advised this fiscal year's budget includes \$800,000 for road resurfacing. He provided a

In zone 1 is an area where the majority of water line work has been done in the 1990s. In zone 2 the water lines have been replaced (except for some crossings that need to be done on Madison Street). Zone 3 is an area we are in now replacing water lines. That project calls for patching of the roads. Another area without a hatch over it is around Booker Park along 10th and Ocean Streets. The water lines were replaced here in the 1990s. We are asking the Commission identify 10 blocks. Staff will bring back an engineer's estimate and bring it back to the Commission to define by budget.

Terry Suggs County Administrator and JR Grimes Deputy County Administrator/Operations Manager were present to speak on the County's request for \$400,000 as a part of Phase II of the St. Johns Avenue project. This is a Florida Department of Transportation (FDOT) funded project (\$1.2 million). Mr. Grimes explained the engineers have requested to remove the sub-base and replace it.

Commissioner Jones pointed out the contract called for the City to cover \$50,000. Mr. Grimes advised this was concerning Phase I (the County's portion of maintenance of the road from Palm Avenue to 19th Street).

Mr. Griffith advised this is a joint collaborative partnership that started as a larger project. When we did not have enough funding to redo the whole road, but when the County and City agreed to work together, FDOT gave us more money. In Phase II, the portion that came significantly over budget is the portion that the City should maintain from 19th to the railroad tracks. If the funding is not approved, we will have to ask the Commission at a later time which blocks between 19th Street and the railroad tracks to not resurface. Mr. Griffith continued, the County is working on a City project, they have no obligation to bid out, administer, etc. the City's portion of the road.

Commissioner Jones expressed support of funding the County's request.

Motion to approve by Commissioner Borom (to approve the County's request). Second by Commissioner Campbell. Motion passed unanimously.

Consensus of the Commission was to resurface Zone 2 Olive Street from 7th to 10th Streets, N. 14th Street from Madison to Washington Streets, and 20th Street from Bronson to Washington Streets (captured in the entirety of zone 1). The consensus of the Commission was to also resurface zone 1.

Mr. Griffith advised Olive Street from 7th to 10th Streets, N. 14th Street from Madison to Washington Streets, one falls within the RAISE grant area and the other falls within the Community Redevelopment Block Grant for stormwater improvements. He advised it is highly likely that the improvements made to the

roads will be torn up in the next 3 – 5 years. Olive from 7 – 10th Streets has yet to have the water lines replaced and the funding has not yet been identified.

Commissioners Borom and Jones asked Staff to approach the housing authority for assistance regarding the roads.

11. SCHEDULE WORKSHOP

1. Commission Workshop in 2024 regarding Charter

The Commission discussed dates for the Charter Review Workshop. The Commission chose January 8, 2024 at 10:00 AM.

The Commission discussed whether a full review of the Charter is needed. Mayor Correa spoke in favor of a full review. Commissioner Jones spoke in favor of starting with a partial review of the hierarchy of the City Clerk and City Attorney.

Ms. West advised for language to be put on the 2024 ballot the final language is due to the Supervisor of Elections 60 days prior to the election.

12. DISCUSSION/DIRECTION - Commission/Staff response to Public Comments

The Commission discussed having a responsive item on future agendas following public comments. Ms. West advised a response to public comments is unusual amongst local governments as it will draw out the meeting. Ms. West advised the public comments should be directed to the Mayor not Staff. Commissioner Campbell requested a Commission/Staff Response item so if the Commission has a desire to respond they can.

A formal vote was not taken. Mayor Correa advised consensus of the Commission is to have Public Comments under City Manager Reports and for it to be followed by Commission/Staff Response.

13. DISCUSSION/DIRECTION/UPDATE - City Manager Search

Mr. Griffith was not present during this discussion.

Mr. Slavin, the consultant performing the City Manager Search, expressed his posting of the job posting has garnered 21 responses. He advised there has been no communication between him and the Interim City Manager since Mr. Griffith announced his application for the City Manager role.

Mr. Slavin advised when he began the search, he was advised there would be no internal candidates. Now that there is, he asked the Commission if it remains open to external candidates.

Mr. Slavin advised of the 21 applications, there are 8 that meet the City's requirements of a Bachelor's degree and 10 years increasing experience in a local government agency or the equivalent. He advised the next step he would take is to ask those candidates to submit responses to a very extensive supplemental questionnaire (see handout). His next step would be to provide an in-depth background check, criminal history, educational and credential checks, sexual abuse registry, referencing, social media history. He has begun the background check on Mr. Griffith. Mr. Slavin advised he needs a decision from the Commission regarding the internal candidate to move forward.

Commission discussion commenced with Mr. Slavin. Commissioner Campbell expressed concern about the process. He advised Mr. Slavin could have provided the update provided tonight in writing before. He also advised the Commission receive the applications as they came in and were not

provided them. Mr. Slavin advised if he had been told this in the beginning, he would not have taken the job.

The Commission and Mr. Slavin both discussed difficulties in the process. Mr. Slavin expressed difficulty in communicating one-on-one with the Commission and in scheduling appointments. Commissioner Borom expressed difficulty in having meetings with Mr. Slavin. He expressed the difficulty of having an internal candidate. Commissioner Campbell advised he does not have a problem with Mr. Griffith applying. Mr. Slavin advised some candidates to withdraw when they know there is an internal candidate.

Commission discussion continued regarding ceasing Mr. Slavin's services. The Clerk advised the contract requires a 10-day written notice to terminate services. Mr. Slavin advised he expected to be paid the \$11,000 plus the expenses for today's trip. He expressed he was amicable to separate from the City.

Commissioner McCaskill was phoned in at 10:11 PM. She joined via telecommunications at 10:19 PM.

Mr. Slavin advised he has completed telephonic interviews with some candidates in a recruitment effort. Commissioner Borom asked for his notes from the telephonic screening.

Motion to terminate services by Commissioner Campbell. Second by Commissioner Jones. Motion passed.

Mr. Slavin will notify the candidates to date that he is no longer working on this. Commissioner Borom advised we paid Mr. Slavin for the recruitment of candidates applications we have received so far and we can move forward with those. Commissioner Campbell's recommendation was to send a letter to the candidates the City is formulating a direct process where Mr. Slavin has stopped. Commissioners Campbell and Borom asked that the City Attorney and Human Resources lead this effort. Commissioner Borom asked Human Resources to contact the Florida League of Cities for resources.

Emergency Items

- *14.** ADOPT RESOLUTION 2023-R-262 authorizing use of Red Light Camera Funds for Anti-Virus Software and authorizing a FY 2023-24 budget transfer in the amount of \$9,592 from Red Light Camera Reserves

Motion to accept as an emergency item by Commissioner Campbell. Second by Commissioner Borom. Motion passed unanimously.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING USE OF RED LIGHT CAMERA FUNDS FOR ANTI-VIRUS SOFTWARE; AUTHORIZING A FY 2023-24 BUDGET TRANSFER; AND PROVIDING FOR SCRIVENER'S ERRORS

Motion to approve by Commissioner Campbell. Second by Commissioner Borom. Motion passed unanimously.

15. COMMISSIONER COMMENTS

Commissioner Borom asked about the need to have an in house IT person be an agenda item. He referenced receiving a phishing e-mail.

16. ADJOURN at 10:28 PM

Motion to adjourn by Commissioner Campbell

NOTICES: ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, AT THE APPLICANT'S EXPENSE, 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.

RESOLUTION NO. 2024-R-95

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING A BUDGET AMENDMENT ALLOCATING
\$64,772.54 IN ADDITIONAL FUNDS TOWARDS THE
RECONSTRUCTION OF ST. JOHNS AVENUE FROM 19th
STREET TO CSX RAIL CORRIDOR; AND PROVIDING FOR
SCRIVENER'S ERRORS**

WHEREAS, the Putnam County and the City of Palatka were awarded Florida Department of Transportation (FDOT) Municipal Small County Outreach Program (MSCOP) grant funds for the resurfacing of St. Johns Avenue from Palm Avenue to the CSX rail corridor (the Project); and

WHEREAS, per Interlocal Agreement dated September 25, 1995 the County is responsible for road maintenance for the area within Phase I and the City is responsible for maintenance for the area within Phase II; and

WHEREAS, the County has agreed to manage the Design and Construction of both phases of the Project; and

WHEREAS, the project scope was amended to include resurfacing from Palm Avenue to 19th Street (Phase I) and full depth road reconstruction from 19th Street to the CSX rail corridor (Phase II); and

WHEREAS, the Project cost exceeds the budget in the amount of \$229,543.24; and

WHEREAS, FDOT has agreed to fund half of the shortfall in the amount of \$114,772.00; and

WHEREAS, the City previously committed \$450,000 towards the project and an additional \$64,772 is needed to complete phase 2 of the project;

WHEREAS, residents of the County and City will benefit from the Project; and

WHEREAS, both parties agreed that it is in the best interest of the City of Palatka and Putnam County to join their efforts to construct the Project.

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

1. the FY 2024-25 FY Budget shall be amended to allocate an additional \$64,772.54 in Better Place funding from reserves to the Project;
2. the Mayor and or City Manager or their successors are authorized to execute all other documents as may be required in support of the Project; and
3. 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 City Commission of the City of Palatka, Florida this 23rd day of



ATTEST:

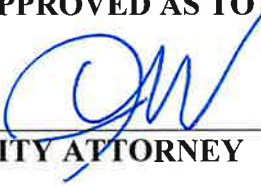
City Clerk

CITY OF PALATKA

BY:

Its Mayor

APPROVED AS TO FORM AND LEGALITY:



CITY ATTORNEY

ADOPT RESOLUTION 2025-R-05 rejecting all bids for Request for Proposals (RFP) 2024-22 City of Palatka Fire Department Main Station #1 Re-Roof
Staff recommends rejecting all bids

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

On November 6, 2024, the City of Palatka issued bid specifications and general requirements for RFP 2024-22, inviting proposals for the re-roofing of the Palatka Fire Department Main Station located at 100 North 11th Street. The project offered two replacement options for bidders.

The City received two bids by the deadline of December 4, 2024:

1. **Childers Roofing and Sheet Metal**
2. **US Coating Specialists**

Upon review, both bids were determined to be significantly higher than the allocated project budget.

PROJECT ANALYSIS

The bids received exceeded the financial constraints established for the project, making them infeasible for acceptance. As stewards of public funds, it is essential to ensure that expenditures align with budgetary limits and represent responsible fiscal management.

In light of this, staff recommends rejecting all bids to reassess the scope of work and explore alternative approaches that align with the budget.

Staff Recommendation

Staff recommends rejecting all bids and redefining scope of work and looking for alternate solutions.

ATTACHMENTS

1.	2025-R-05
2.	Bid Tab
3.	Notice to reject BIDS - RFP 2024-22

4.	Childers Roofing and Sheet Metal
5.	US Coating Specialists

RESOLUTION NO. 2025-R-05

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
PALATKA, FLORIDA, REJECTING ALL BIDS FOR REQUEST
FOR PROPOSALS (RFP) 2024-22 RE-ROOF THE PALATKA FIRE
DEPARTMENT MAIN STATION PROJECT; AND PROVIDING
FOR SCRIVENER'S ERRORS**

WHEREAS, on November 6, 2024, the City of Palatka issued bid specifications and general requirements for a re-roof the Palatka Fire Department Main Station located at 100 North 11th Street and issued 2 options for roof replacement:

WHEREAS, two bids were received by the deadline, December 4, 2024, from Childers Roofing and Sheet Metal and US Coating Specialists; and,

WHEREAS, both bids were substantially higher than the project budget; and,

WHEREAS the City has determined that it is in the public interest to reject the bids as they do not conform to the allotted budget.

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

1. all bids submitted in response to the request for bids for the City of Palatka Fire Department Main station Re-roof RFP 2024-22 be and hereby are rejected
2. The City Manager or designee, without public hearing, is authorized to correct any typographical or 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 City Commission of the City of Palatka, Florida, this 9th day of January, 2025.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

Acting City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

City of Palatka

Bid Opening

Job Title:

Request for Proposal (RFP) 2024-22 City of Palatka Fire Department Main Station #1 Re-Roof

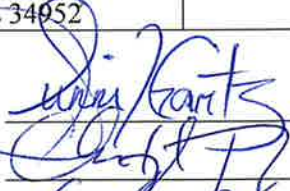
Dept./ Clerk

Date: 12/4/2024

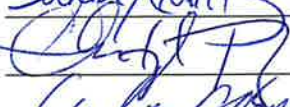
Read by: Chris Taylor

Recorded by: Sunni Krantz

Bidder name/Address	Bid Amount	Addendum 1	one (1) original, (3) copies and one (1) digital file
Childers Roofing and Sheet Metal 1645 Jessie St., Jacksonville, FL 32206	\$228,000.00	X	X
US Coating Specialists 7410 S. US Hwy 1 Ste. 403 Port St. Lucie, FL 34952	\$141,200.00	✓	X

Witness Signature: 

Witness Printed Name: Sunni Krantz

Witness Signature: 

Witness Printed Name: Chris Taylor

Witness Signature: 

Witness Printed Name: Carlos Dominguez Brito

Witness Signature: 

Witness Printed Name: John Jones

ROBERTA M. CORREA
MAYOR-COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



Regular meetings 2nd and 4th Thursdays of each month at 6:00
PM

MARCIA G. CARTY, CPA, CGFO
INTERIM CITY MANAGER
FINANCE DIRECTOR

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI KRANTZ, CMC
CITY CLERK

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

PUBLIC NOTICE OF INTENDED DECISION TO REJECT ALL BIDS

Date: December 6, 2024

Solicitation No: RFP 2024-22

Title: Palatka Fire Department Station #1 re-roof

Reason for Rejection

Bids outside the project budget.

Original

Attachment "A"

PROPOSER'S CERTIFICATION

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

The undersigned has read the City of Palatka's **RFP 2024-22**, the other related documents identified in the RFP, and any Addenda, receipt of all which is hereby acknowledged:

Addendum No.N/A

Addendum Date

On behalf of our proposal team, we agree to and accept the terms, specific limitations and conditions expressed therein. I certify that all the information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of my team as its act and deed and that the team is ready, willing, and able to perform.

Marshall Hall

Name (Print)

[Signature]

Signature

12/03/2024

Date

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 03 day of December, 2024, and is personally known to me, or has provided _____ as identification.



JESSICA EMMEL
Commission # HH 444789
Expires September 17, 2027

[Signature]

Notary Public

My Commission expires: 09/17/2027

Attachment "B"

STATEMENT OF VENDORS QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in this form is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate papers and attached, with any additional information that may be pertinent.

- Name of Vendor.
Childers Roofing & Sheet Metal, A Tecta America LLC
- Permanent main office address.
1645 Jessie Street Jacksonville, FL 32206
- Date organized.
February 2003
- If a corporation, where incorporated.
- N/A
How many years have you been engaged in the contracting business under your present firm or tradename?
3 +. Previously Childers Roofing & Sheetmetal, Inc
- Contracts on hand: (Schedule these, showing the amount of each contract and the appropriate
See attached
anticipated dates of completion.)
See attached
- General character of work performed by your company.
Excellent
- Have you ever failed to complete any work awarded to you? If so, where and why?
No
- Have you ever defaulted on a contract? If so, where and why?
No
- List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
See attached
- List your major equipment currently owned or leased.
See attached
- Experience in work similar to this type of project.
See attached
- Background and experience of the principal members of your organization, including the officers. Butch Childers- previous owner. 30 years in roofing. Started CRS in 2003
Marshall Hall- 15 years in roofing. current Operating unit president
- Credit currently available: \$ \$599,625,000.00
- Give bank reference: wells Fargo -attached credit letter
- Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

Number	Job Name	Job System	Manufacturer	Customer	Contract Amount	Date Completed
2021						
280210009	Cambria Hotel	NC	JM	Ash Properties	\$ 437,000.00	2/1/2024
2022						
280220003	JEA Greenland WRF	NC	JM	HASKELL	\$ 666,816.06	12/24/2024
280220022	UF Health 124 Bed Tower	NC	TPO	Batson Cook	\$ 1,355,439.95	1/24/2025
2023						
280230004	Baptist Nassau Crossing MOB	NC	JM	Batson Cook	\$ 823,500.00	12/24/2024
280230005	Baptist Nassau Crossing FSFD	NC	JM	Batson Cook	\$ 726,750.00	12/24/2024
280230016	JEA NASSAU	NC	JM	HASKELL	\$ 573,150.00	12/24/2024
280230021	Camp Blanding Warehouse Reno	RR	Carlisle	R.C. Stevens	\$ 724,900.00	9/1/2024
2024						
280240004	Blue Cypress Pool	NC	Metal	Perry McCall	\$ 120,000.00	12/1/2024
280240007	Baptist Nassau Phase 5	RR	JM	Baptist Medical Center	\$ 455,124.76	10/31/2024
280240008	Jones Residence	RR	Metal	Jones	\$ 185,000.00	2/1/2025
280240009	Flagler Ponce West	RR	Metal	AD Davis	\$ 4,106,900.00	12/30/2025
280240010	Balfour Beatty JTA	NC	TPO	Balfour	\$ 220,700.00	2/1/2025
280240011	Casket Company	NC	TPO	Crabtree	\$ 37,500.00	12/1/2024
280240012	St Johns County Courthouse	RR	Metal / Single Ply	St Johns County	\$ 2,361,000.00	3/1/2025
280240013	UNF Building 2				\$ 341,500.00	11/1/2024
280240014	Clay County Fire Station				\$ 525,263.00	3/1/2025
280240015	Providence Walkway				\$ 50,200.00	9/1/2024
280240016	Alcazar St Augustine				\$ 1,350,000.00	5/1/2025
280240017	UF Communicore				\$ 1,430,000.00	2/1/2025
280240018	Ionic Lodge				\$ 76,000.00	8/1/2025
280240019	Ocean Park Condo				\$ 104,000.00	11/24/2024
280240020	Jax Zoo FOH Manatee				\$ 568,500.00	4/1/2025
280240021	Jax Zoo BOH				\$ 63,100.00	4/1/2025
280240022	UF Nuclear Science				\$ 154,000.00	5/1/2025
280240023	UF Medical Science				\$ 3,584,000.00	5/15/2025
280240024	St Augustine Peck House				\$ 605,000.00	7/1/2025
280240025	Flagler College Chiller Building				\$ 255,000.00	12/5/2025
280240026	Camachee Island				\$ 146,750.00	12/5/2024
280240027	UF Shands				\$ 875,000.00	12/5/2024
280240028	PVIC Sports Club and Garage				\$ 1,988,000.00	12/20/2025

CHILDERS NOTABLE PROJECTS FOR 2017-2021

1. Ware County High School,
Waycross, GA

Owner: Ware County Board of Education
Contact Info: Robert Benchoeff- 912-287-2303 rbenchoff@ware.k12.ga.us
Completed: August 2017
Scope of Work: TREMCO MODIFIED BITUMEN ROOF SYSTEM
Contract Amount: \$ 2,417,000.00

2. VALENCIA CONDOMINIUM ASSOCIATION

Owner: Valencia Condominium Association
Contact Info: Ron Woods: 904-448-8857
rwoods@woodsengineering.com
Completed: 2019-2021
Scope of Work: EAGLE TILE ROOF SYSTEM

Contract Amount: \$4,135,690.00

3. BAPTIST MEDICAL CENTER NASSAU PHASE 1-4

Owner: Baptist Medical Center
Contact Info: Chad Boone, 678-416-9032,
Completed: 2018-2020
Scope of Work: JOHNS MANVILLE MODIFIED BITUMEN ROOF SYSTEM
Contract Amount: \$ 1,328,000.00

4. RUSKINS Elementary School, Waycross, GA.

Owner: Ware County Board of Education
General Contractor: Parrish Construction
Contact Info: Curt Eckman, 478-447-0103, ceckman@parrishconstruction.com
Completed: February 2020
Scope of Work: PAC-CLAD STANDING SEAM METAL ROOF PANELS
Contract Amount: \$ 1,084,925.00

5. UF HEALTH HOSPITAL OF JACKSONVILLE- Roof Replacement, Jacksonville, FL

Owner: UF HEALTH
General Contractor: Danis Construction
Contact Info: Shawn Dobson, shawn.dobson@jax.ufl.edu
Completed: Completed
Scope of Work: US PLY MODIFIED BITUMEN ROOF SYSTEM
Contract Amount: \$ 4,005,987.00

Fixed Asset - Acquisition List

Depreciation Book: INTERNAL

Childers Roofing and Sheet Metal

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Fixed Asset: FA Posting Date Filter: 06/01/21..11/30/24

No.	Description	Responsible Employee	FA Location Code	Serial No.	Acquisition Date	Acquisition Cost	Bonus Depreciation
FA000001	Generator				06/30/21	250.00	0.00
FA000002	Generator				06/30/21	250.00	0.00
FA000003	Roof Cutter				06/30/21	250.00	0.00
FA000004	Roof Cutter 13HP Honda Engine				06/30/21	250.00	0.00
FA000005	(2) Leister Heat Welders				06/30/21	300.00	0.00
FA000006	(2) LeisterTriac S Welders				06/30/21	350.00	0.00
FA000007	Pallet Racks				06/30/21	500.00	0.00
FA000008	Mini Material Lattavator				06/30/21	500.00	0.00
FA000009	#207 2020 Flat Long Trailer			NOVIN0200258231	06/30/21	548.75	0.00
FA000010	Billy Goat Blower w/ 9HP Honda				06/30/21	550.00	0.00
FA000011	Used Cleasby Kettle				06/30/21	550.00	0.00
FA000012	Electric 28' Material Hoist				06/30/21	750.00	0.00
FA000013	Gravel Hopper 16.15				06/30/21	750.00	0.00
FA000014	Olybond Ob500 Pacecart				06/30/21	1,200.00	0.00
FA000015	Garlock 11 HP Roof Cutter				06/30/21	1,200.00	0.00
FA000016	Tennsmith Universal Brake				06/30/21	1,500.00	0.00
FA000017	121 Tennsmith Universal Brak				06/30/21	1,500.00	0.00
FA000018	#206 2006 Wells Cargo Softball Trailer			1W4200E2463054520	06/30/21	1,552.50	0.00
FA000019	#205 2006 IMPE Dump Trailer			1Z9DT71446J213437	06/30/21	1,560.00	0.00
FA000020	121 Tennsmith Handbrake				06/30/21	1,800.00	0.00
FA000021	RhinoBond Electromagnetic				06/30/21	2,000.00	0.00
FA000022	#210 All Pro 16' Maroon Trailer			120001220603020000	06/30/21	2,552.50	0.00
FA000023	#211 2006 Kindle 14' Red Trailer			1N9TU16286F174002	06/30/21	2,575.00	0.00
FA000024	Varamat V2				06/30/21	2,500.00	0.00
FA000025	Roofmaster Razer Tear Off Mac				06/30/21	2,500.00	0.00
FA000026	CER - 2173 52 Aeroil Roofing				06/30/21	5,500.00	0.00
FA000027	Unicarrier Forklift AF50LP				06/30/21	12,652.16	0.00
FA000028	#305 2006 Latavator 87				06/30/21	15,000.00	0.00
FA000029	Schecll Max 3100 Folder				06/30/21	30,000.00	0.00
FA000030	Leister Triac Welder				06/30/21	250.00	0.00
FA000031	Wet Tile Cutter				06/30/21	150.00	0.00
FA000032	Hilti Gun				06/30/21	150.00	0.00
FA000033	Welder 17.12				06/30/21	150.00	0.00
FA000034	Welder 17.12				06/30/21	150.00	0.00
FA000035	10 Premium Tile Saw w/Stand				06/30/21	150.00	0.00
FA000036	540 Kettle				06/30/21	250.00	0.00
FA000037	540 Kettle				06/30/21	250.00	0.00
FA000038	540 Kettle				06/30/21	250.00	0.00
FA000039	Gravel Tear Off Machine				06/30/21	250.00	0.00
FA000040	Leister Triac S Welder				06/30/21	350.00	0.00
FA000041	Leister Triac S Welder				06/30/21	350.00	0.00
FA000042	Leister Triac S Welder				06/30/21	350.00	0.00
FA000043	13HP Roofmaster Single Saw				06/30/21	550.00	0.00
FA000044	#217 1998 Crosley Dump Trailer			CTL610128WS009204	06/30/21	625.00	0.00
FA000045	#214 2018 Irondog Trailer			1Z9CD1423JC524385	06/30/21	2,687.50	0.00
FA000046	#215 2018 Irondog Trailer			1Z9CD1425JC524386	06/30/21	2,687.50	0.00
FA000047	Sweeper				06/30/21	250.00	0.00
FA000048	Self-Igniting Solder Equipmen				06/30/21	100.00	0.00
FA000049	Machine Spudder				06/30/21	150.00	0.00
FA000050	Machine Spudder				06/30/21	150.00	0.00
FA000051	Machine Spudder				06/30/21	150.00	0.00

Fixed Asset - Acquisition List

Depreciation Book: INTERNAL

Childers Roofing and Sheet Metal

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No.	Description	Responsible Employee	FA Location Code	Serial No.	Acquisition Date	Acquisition Cost	Bonus Depreciation
FA000052	Roofmaster Insulation Cart				06/30/21	150.00	0.00
FA000053	Honda EB2800 Generator				06/30/21	150.00	0.00
FA000054	#218 1985 ASPT Car Trailer			NOVIN000091810560	06/30/21	168.75	0.00
FA000055	Roofmaster Insulation Cart				06/30/21	250.00	0.00
FA000056	Electric Wet Cutting Saw				06/30/21	250.00	0.00
FA000057	Honda 2200 Inverter Generator				06/30/21	250.00	0.00
FA000058	Honda 2200W Inverter Generato				06/30/21	250.00	0.00
FA000059	Roof Cutter				06/30/21	550.00	0.00
FA000060	#216 Flat Trailer Homemade			NOVIN0201239280	06/30/21	632.50	0.00
FA000061	110 Robot				06/30/21	1,200.00	0.00
FA000062	Pittsburgh Lock Model 20				06/30/21	1,500.00	0.00
FA000063	Used 500 Gal Propane Tank				06/30/21	2,500.00	0.00
FA000064	MSB 3100/BV Shear				06/30/21	10,500.00	0.00
FA000065	Patriot JR Low Rise Foam				06/30/21	12,500.00	0.00
FA000066	12V Electrical Pump W/ Nozzle				06/30/21	200.00	0.00
FA000067	Dee Zee 106 Gallon Transfer				06/30/21	250.00	0.00
FA000068	Vee Air Manifold Gun				06/30/21	250.00	0.00
FA000069	(3) 504115 Trays for 2 Wheel				06/30/21	500.00	0.00
FA000070	4.5KW Welder				06/30/21	600.00	0.00
FA000071	40' Storage Container				06/30/21	1,000.00	0.00
FA000072	#219 2020 7x16 Deep South Trailer			7FD1E1623L1004827	06/30/21	1,725.00	0.00
FA000073	Roper Whitney 4' 18 Guage				06/30/21	1,850.00	0.00
FA000074	6 Passenger Golf Cart				06/30/21	2,500.00	0.00
FA000075	Vee Air PJR Patriot Air W/ Air				06/30/21	8,500.00	0.00
FA000076	Bocker135 Telescoping Hoist				06/30/21	12,000.00	0.00
FA000077	20" Job Site Storage Trailer				06/30/21	850.00	0.00
FA000078	Smart Cart W/ Tires				06/30/21	50.00	0.00
FA000079	Fence Panels				06/30/21	100.00	0.00
FA000080	Garlock Cobra Cart				06/30/21	150.00	0.00
FA000081	Garlock Cobra Cart				06/30/21	150.00	0.00
FA000082	Cobra Protection Carts				06/30/21	150.00	0.00
FA000083	Cobra Protection Carts				06/30/21	150.00	0.00
FA000084	Cobra Twin Man W/Steel Weight				06/30/21	250.00	0.00
FA000085	Cobra Twin man W/Steel Weight				06/30/21	250.00	0.00
FA000086	Knaak Piano Box Storage				06/30/21	250.00	0.00
FA000087	AES Stinger 2 Man Cart Mobile				06/30/21	750.00	0.00
FA000088	RoofZone 2+2 Penetrator Mobil				06/30/21	750.00	0.00
FA000089	20" Job Storage Trailer				06/30/21	850.00	0.00
FA000090	#140 2016 Ford F-150			1FTEX1CF6GKE19296	06/30/21	12,159.00	0.00
FA000091	AES Raptor TriRex Fall				06/30/21	1,000.00	0.00
FA000092	#157 Ladder Rack			1FT7W2B65JEB32069	06/30/21	649.30	0.00
FA000093	Gator 11 HP Roof Cutter				06/30/21	1,200.00	0.00
FA000094	#157 Ladder Rack Side Channel			1FT7W2B65JEB32069	06/30/21	1,411.48	0.00
FA000095	Gator Generator 16 000 Watts				06/30/21	1,500.00	0.00
FA000096	AES Raptor Trirex				06/30/21	2,500.00	0.00
FA000097	AES Raptor Tirex Safety Cart				06/30/21	2,500.00	0.00
FA000098	Husky 60GA 155 PSI Air				06/30/21	665.92	0.00
FA000099	AES Raptor Tirex Safety Cart				06/30/21	2,500.00	0.00
FA000100	Keypad Installation				06/30/21	1,500.00	0.00
FA000101	HP Color Laserjet Pro MFP M47				06/30/21	75.00	0.00
FA000102	Viking L3 Gate Operator to				06/30/21	2,500.00	0.00
FA000103	DELL Vostro 15 Laptop G1H2BL2				06/30/21	175.00	0.00
FA000104	DELL Optiplex 3050 Desktop PC				06/30/21	200.00	0.00

Fixed Asset - Acquisition List

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Depreciation Book: INTERNAL

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Childers Roofing and Sheet Metal

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No.	Description	Responsible Employee	FA Location Code	Serial No.	Acquisition Date	Acquisition Cost	Bonus Depreciation
FA000105	DELL Optiplex 3050 Desktop PC				06/30/21	200.00	0.00
FA000106	DELL Optiplex 3060 PC				06/30/21	200.00	0.00
FA000107	Dell Inspiron Computer				06/30/21	260.00	0.00
FA000108	Dell Optiplex 3060 Desktop				06/30/21	625.00	0.00
FA000109	Dell Optiplex 3070				06/30/21	900.00	0.00
FA000110	Dell Inspiron Laptop				06/30/21	1,375.00	0.00
FA000111	Dell PowerEdge Server/Install				06/30/21	9,487.00	0.00
FA000112	Satellite Phone				06/30/21	667.01	0.00
FA000113	#204 2004 Crosley Dump Trailer			5MWBU6X193S001965	06/30/21	1,556.25	0.00
FA000114	#121 2009 White Chevy 350 Van			1GCGG25C091117643	06/30/21	2,580.00	0.00
FA000115	#143 2009 White Ford F150			1FTRX12849KB38282	06/30/21	2,687.50	0.00
FA000116	#139 2013 Ford F150 XL			1FTFX1CF3DFA42631	06/30/21	4,031.25	0.00
FA000117	#133 2008 Ford F350 Super			1FTWF32R78ED73573	06/30/21	4,085.00	0.00
FA000118	#142 2010 Ford F150 XL			1FTEX1C86AFA70836	06/30/21	4,085.00	0.00
FA000119	#135 2010 Ford F150			1FTEX1CW8AFD34346	06/30/21	4,138.75	0.00
FA000120	#129 2013 Chevy Silverado			1GCRKPE74DZ314770	06/30/21	4,192.50	0.00
FA000121	#158 2000 Freightline Dump Truck		CRS	1FV3GJBC9YHB40607	06/30/21	5,481.00	0.00
FA000122	#131 2014 Chevrolet 1500			1GCRCPEH3EZ299816	06/30/21	6,541.00	0.00
FA000123	#134 2011 Ford F250 4x4			1FT7W2B62BED03698	06/30/21	7,972.00	0.00
FA000124	#141 2013 Ford F150 XL Cab White			1FTFX1EF2DKE13136	06/30/21	8,131.00	0.00
FA000125	#130 2013 Chevy Cargo Van			1GCWGFCA6D1110158	06/30/21	8,237.00	0.00
FA000126	#145 2015 Ford F150			1FTEX1C8XFFB77136	06/30/21	9,933.00	0.00
FA000127	#149 2015 Ford F150 White			1FTEX1C88FFD11299	06/30/21	10,251.00	0.00
FA000128	#146 2013 Ford F250			1FT7W2B66DEB46910	06/30/21	10,781.00	0.00
FA000129	#137 2015 Chevy Express Cargo			1GCWAFF4G1159907	06/30/21	10,887.00	0.00
FA000130	#147 2017 GMC Cargo Van			1GTW7AFF9H1913207	06/30/21	15,233.00	0.00
FA000131	#151 2018 Ford F150 White			1FTEX1C55JKC18228	06/30/21	15,657.00	0.00
FA000132	#153 2011 Ford F350 Super Duty			1FT8W3DT7BEA70298	06/30/21	15,657.00	0.00
FA000133	#154 2018 Chevy Express Cargo			1GCWGAFF6J1342662	06/30/21	17,989.00	0.00
FA000134	#150 2015 Ford F250 White			1FT7W2B65FEB77830	06/30/21	18,625.00	0.00
FA000135	#156 2020 Chevy Cargo Express			1GCWGAFGXL1277611	06/30/21	23,289.00	0.00
FA000136	#155 2018 Ford F350 Super Duty			1FD8W3HT6JEB13212	06/30/21	33,889.00	0.00
FA000137	Target Floor Saw 18" Blade 18HP				06/30/21	1,300.00	0.00
FA000138	Roller Air Compressor 12HP				06/30/21	700.00	0.00
FA000139	GRACO Spray Pump				06/30/21	1,100.00	0.00
FA000140	32' Ladders - 2 EA				06/30/21	400.00	0.00
FA000141	16' Walk Boards - 2 EA				06/30/21	350.00	0.00
FA000142	GRACO Small Pump				06/30/21	400.00	0.00
FA000143	Misc Hand Tools (spades ,shovels ,axes)				06/30/21	250.00	0.00
FA000144	#157 2018 White Ford F250 4x4			1FT7W2B65JEB32069	06/30/21	28,165.00	0.00
FA000145	Dell PowerEdge T340 Server			BL2DKD3	09/11/21	6,135.61	0.00
FA000146	Trirex Mobile Fall Protection Cart				12/08/21	5,641.73	0.00
FA000147	Trirex Mobile Fall Protection Cart				12/08/21	4,835.77	0.00
FA000149	Transmission & Turbocharger (FA000117			1FTWF32R78ED73573	03/17/22	8,433.06	0.00
FA000150	RingCentral Phone Systems (QTY 20)				07/31/22	5,313.94	0.00
FA000151	Gator Roof Cutter - 10HP Honda			22-251-0646	08/01/22	4,060.65	0.00
FA000152	Reeves 650 Kettle - Refurbished				10/12/22	18,190.00	0.00
FA000153	Generator Gator 12,000W			23-457-0145	01/13/23	5,610.60	0.00
FA000154	Leister V2 220 Volt Robot Welder			2209124099	01/05/23	10,079.03	0.00
FA000155	Office Buildout & Flooring				03/01/23	53,203.87	0.00
FA000156	HP LaserJet Copier E877dn			MXBCQD2023	03/01/23	7,717.60	0.00
FA000157	#160 2022 White Ford F250 4x4 CC		CRS	1FT7W2B65NEF99076	08/01/23	61,505.02	0.00
FA000158	Turbo Replaced on Trk #158		CRS		08/01/23	4,864.38	0.00

Fixed Asset - Acquisition List

Depreciation Book: INTERNAL

Childers Roofing and Sheet Metal

December 3, 2024 4:05 PM

Page 4

JCancel

No.	Description	Responsible Employee	FA Location Code	Serial No.	Acquisition Date	Acquisition Cost	Bonus Depreciation
FA000159	Transmission on Trk 151		CRS		08/23/23	5,717.34	0.00
FA000162	Trirex Mobile Fall Protection Cart		CRS		11/30/23	28,664.80	0.00
FA000164	7x14x4 14K Dual Cylindar Dump Trailer		CRS		11/30/23	10,494.00	0.00
FA000165	Turbo Work on Truck 155		CRS	1FD8W3HT6JEB13212	05/31/24	6,465.77	0.00
FA000167	Metal Brake F32 CIDAN Folder	HAL100	CRS	116320003-016	09/25/24	120,374.13	0.00
FA000168	2024 Ford W3K F-150		CRS	1FTEW3K85RKD13698	11/14/24	55,569.42	0.00
Report Totals						912,417.84	0.00



Ryan Winchester
10 S Wacker Dr
Floor 20
Chicago IL, 60606
Phone: 312-630-2377
ryan.d.winchester@wellsfargo.com

March 18th, 2024

Re: Tecta America Corp. (the "Company")

To Whom it May Concern:

In response to your request for information regarding Tecta America Corp., please allow this correspondence to confirm that we, Wells Fargo Bank, National Association, have acted as administrative agent (in such capacity, the "Administrative Agent") under the Company's existing 1st Lien credit agreement dated as of April 9, 2021 as amended on November 30, 2022, May 10, 2023, August 22, 2023 and September 12, 2023. As Administrative Agent we hereby inform you that as of January 18th, 2024 (i) to our knowledge, no event of default has occurred and is continuing under the Credit Agreement, and (ii) under the Credit Agreement the Company has a 1st Lien Term Loan with a commitment of \$599,625,000, a 1st Lien Term Loan with a commitment of \$209,475,000 and a 1st Lien Revolver with a commitment of \$185,000,000 and an availability of \$170,371,900.00 as of the date of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Winchester", written over a horizontal line.

Ryan Winchester
Vice President
Wells Fargo Corporate &
Investment Banking Group



Childers Experience in work Similar to this Project

UF HEALTH TOWER – LOW ROOF

Owner: UF Health Inc

Scope of Work: Replacement of Tower 1 & 2 low roof

Contract Amount: \$499,500.00

Palm Coast High School

Owner: Design Build Solutions, Inc

Scope of Work: Tear off. Steel Deck, 1/2 Densdeck

Contract Amount: \$343,000.00

- The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Marshall Hall
Name (Print)
[Signature] 12/03/2024
Signature Date

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 03 day of December, 2024 and is personally known to me, or has provided _____ as identification.



JESSICA EMMEL
Commission # HH 444789
Expires September 17, 2027

[Signature]
Notary Public
My Commission expires: 09/17/2027

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Attachment "C"
 PROPOSER'S CERTIFICATION CITY OF PALATKA, FLORIDA SWORN
 STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY
 CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract for Childers Roofing & Sheet Metal, A Tecta America Company LLC
2. This sworn statement is submitted by (entity) Childers Roofing & Sheet Metal, A Tecta America Company LLC whose business address is 1645 Jessie Street Jacksonville FL 32206 and (if applicable) Federal Employer Identification Number (FEIN) is 87-1178714 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is and my relationship to the entity named above is Marshall Hall- Operating Unit President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g). Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - i. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

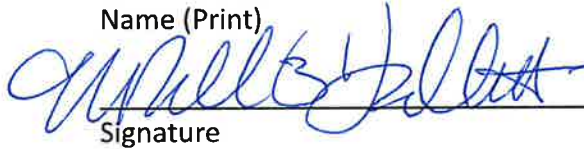
The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

Marshall Hall

Name (Print)



Signature

12/03/2024

Date

STATE OF FLORIDA

COUNTY OF Duval

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 03 day of December, 2024 and is personally known to me, or has provided _____ as identification.



Notary Public

My Commission expires: 02/17/2024

Attachment "D"
CITY OF PALATKA DRUG-FREE WORKPLACE POLICY

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

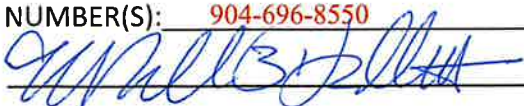
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about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

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

COMPANY: Childers Roofing & Sheet Metal. A Tecta America Company LLC

CITY: Jacksonville STATE: FL ZIP CODE: 32206

TELEPHONE NUMBER(S): 904-696-8550

SIGNATURE: 

NAME (TYPED OR PRINTED): Marshall Hall TITLE: Operating Unit President

EMAIL: mhall@tectaaamerica.com

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Childers Roofing & Sheet Metal, A Tecta America Company
LLC

1645 Jessie Street
Jacksonville, FL 32206

OWNER:

(Name, legal status and address)

City of Palatka
201 North Second Street
Palatka, FL 32177

SURETY:

(Name, legal status and principal place of business)

Everest Reinsurance Company

100 Everest Way, Warren Corporate Center
Warren, NJ 07059

Mailing Address for Notices

100 Everest Way, Warren Corporate Center
Warren, NJ 07059

This document has important
legal consequences. Consultation
with an attorney is encouraged
with respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

RFP 2024-22 - City of Palatka Fire Department Main Station #1 Re-Roof

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of December, 2024.

(Witness)

(Witness)

Childers Roofing & Sheet Metal, A Tecta America Company LLC

(Principal)

(Seal)

By:

(Title)

Operating Unit President

Everest Reinsurance Company

(Surety)

(Seal)

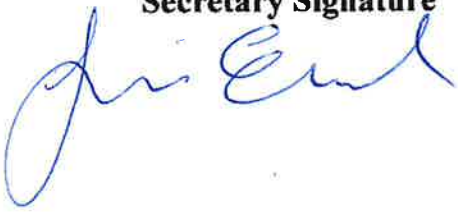
By:

Susan Lupski, Attorney-in-Fact



Attachment "E"
CERTIFICATES AS TO CORPORATE PRINCIPAL (Bid Bond)

I, Jessica Emmel, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that Marshall Hall who signed the said bond on behalf of the Principal, was then Operating Unit President of said Corporation; that I know their signature, and the signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in Behalf of said Corporation by authority of its governing body.

Secretary Signature 	Corporate Seal
---	------------------------------

(Contractor to complete upper portion)

(Surety to complete lower portion)

STATE OF NEW YORK

COUNTY OF NASSAU

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared Susan Lupski to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-In-Fact, for the Everest Reinsurance Company and that they have been authorized by Everest Reinsurance Company to execute the foregoing bond on behalf of the surety named therein in favor of the City of Palatka, Florida.

Subscribed and sworn to me this 3rd day of December, 2023 A.D.

STEFANIE WEBER
Notary Public, State of New York
Registration No. 01WE6432035
Qualified in Nassau County
Commission Expires April 25, 2026


NOTARY PUBLIC
~~State of Florida~~ State of New York
My Commission Expires: April 25, 2026

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)



**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Desiree Cardlin, Colette R. Chisholm, Camille Maitland, George O. Brewster, Nelly Renchiwich, Thomas Bean, Robert T. Pearson, Susan Lupski, Dana Granice, Michelle Wannamaker, Katherine Acosta, Karolynne Ramirez, Louis J. Spina

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 23rd day of October 2024.



Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 23rd day of October 2024, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 26, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 3rd day of December 2024.



By: Sylvia Semerdjian, Secretary

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK
COUNTY OF NASSAU

On this December 3, 2024 before me personally came Susan Lupski to me known, who, being by me duly sworn, did depose and say; that he/she resides in Nassau County, State of New York, that he/she is the Attorney-In-Fact of the Everest Reinsurance Company the corporation described in which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order; and the affiant did further depose and say that the Superintendent of Insurance of the State of New York, has, pursuant to Section 1111 of the Insurance Law of the State of New York, issued to Everest Reinsurance Company (Surety) his/her certificate of qualification evidencing the qualification of said Company and its sufficiency under any law of the State of New York as surety and guarantor, and the propriety of accepting and approving it as such; and that such Certificate has not been revoked.



Notary Public

STEFANIE WEBER
Notary Public, State of New York
Registration No. 01WE6432035
Qualified in Nassau County
Commission Expires April 25, 2026

EVEREST REINSURANCE COMPANY
STATEMENTS OF FINANCIAL CONDITION

	December 31,	
	2023	2022
	Unaudited	Audited
ASSETS		
Bonds	\$ 15,480,681,617	\$ 13,425,435,159
Stocks	977,899,975	887,282,126
Short-term investments	304,102,787	148,664,819
Other invested assets	2,104,105,489	2,299,249,359
Cash and cash equivalents	963,116,519	530,084,045
Accounts receivable-premium balances	3,149,313,000	2,549,040,224
Reinsurance recoverable	1,109,380,891	821,045,215
Other assets	2,187,268,116	1,689,988,250
Total Assets	\$ 26,275,868,394	\$ 22,350,789,197
LIABILITIES		
Loss and loss adjustment expense reserve	\$ 12,654,219,077	\$ 11,330,580,413
Unearned premium reserve	3,406,155,545	2,723,033,746
Ceded reinsurance premium payable (net of ceding commission)	703,075,577	559,742,437
Reserve for commissions, taxes and other liabilities	2,549,054,546	2,184,544,900
Total Liabilities	\$ 19,312,504,745	\$ 16,797,901,496
SURPLUS AND OTHER FUNDS		
Common capital stock	\$ 10,000,000	\$ 10,000,000
Contributed Surplus	4,100,821,734	3,600,610,905
Unassigned surplus	2,852,541,914	1,942,276,796
Total capital and surplus	\$ 6,963,363,649	\$ 5,552,887,701
Total Liabilities and Surplus	\$ 26,275,868,394	\$ 22,350,789,197

Bonds and stocks are valued on a basis promulgated by the National Association of Insurance Commissioners


Signed by Margaret Horn, Vice President

3/21/2024

Date



Attachment "F"
Contact Sheet and References

Contractor Name: Childers Roofing & Sheet Metal, A Tecta America Company LLC
Contact Name: Arnold Romano
Contact Phone #: 904-862-7214
Address: 1645 Jessie Street
Jacksonville, FL 32206

Reference 1: (Name and Phone Number Design Build Solutions (Chad Faulkner): (321) 863-8121

Reference 2: (Name and Phone Number A.D. Davis Construction (Reese Davis): 904-392-7191



Date: 12/03/24

Authorized Contractor's Representative Signature

Signature indicates the proposal has a full understanding of the work as described in this Request for Proposal and the intent to complete the work as directed by the City of Palatka.

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Attachment “G”
E-VERIFY STATEMENT

Bid/Proposal/RFQ Number: 2024-22

Project Description: City of Palatka Fire Department Main Station #1 Re-Roof

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Childers Roofing & Sheet Metal, A Tecta America Compny LLC

Contact Name (Print): Marshall Hall

Authorized Signature: 

Title: Operating Unit President

Date: 12/03/2024

This area left blank intentionally.

Attachment "H"
BID PRICING SHEET & SPECIFICATIONS

RFP 2024-22 PRICE SHEET				
Item No.	Qty	Unit	Description	Unit Price
1	1	Total Project (TP)	Removal and Disposal of existing roofing system	\$ 22,500
2	1	TP	Design and Installation of new roofing system and associated items.	\$ 193,500
3	1	TP	Design & installation of proposed downspouts and or gutters and associated items.	\$ 12,000
Total Project Cost				\$ 228,000
Roofing System Type and Description:				
1-Remove all existing roof down to the substrate. 2- Furnish and install Tapered Polyisocyanurate Insulation over flat roof area and 2" Polyisocyanurate insulation over sawtooth roof. 3- Furnish and install 1/2" Dens Deck Cover Board over the entire roofs. 4- All insulation and cover board to be adhered with 2 part foam adhesive. 5- Install 60 mil TPO, fully Adhered over cover board on Flat Roof & over and Saw Tooth Roof. 6- New Gutter and Downspout at Flat Roof eave & low side of sawtooth roof. 7- All new metal drip edge and related fascia/ledge. 8- 20-Year Manufacturers NDL Warranty.				

***Please fill all blank cells in the table above.**

***Provide any exceptions taken to the specifications in a letter format on company letterhead.**

***Re-check your quotations prior to submission. Bids may not be changed after being opened.**

This area left blank intentionally.

ATTACHMENT "I"

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Marshall Hall, on behalf of
Childers Roofing & Sheet Metal, A Tecta America Company LLC
 (Name of Company/Individual/Organization/Association/Non-governmental entity)
 hereby attest under penalty of perjury that our organization does not use coercion of labor or
 services, as defined in Fla. Stat. 787.06, in any part of the operation of our organization.


 Signature

12/03/2024
 Date

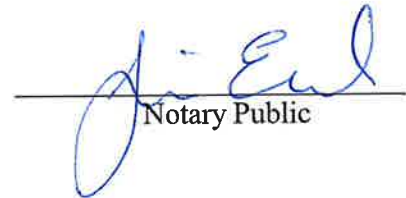
Marshall Hall
 Print Name

Operating Unit President
 Title – must be an officer or a
 Representative of the nongovernmental entity

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization this 03 day of December 2024 by
Marshall Hall, to me personally known to be the person described in and
 who executed the foregoing instrument, or who produced appropriate identification, and
 acknowledged before me the execution of same.

My commission expires: 09/17/2027


 Notary Public



JESSICA EMMEL
 Commission # HH 444789
 Expires September 17, 2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	CONTACT NAME: CSU Construction	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 630-468-5600	E-MAIL ADDRESS: CSUConstruction@hubinternational.com	
INSURED Childers Roofing & Sheet Metal, A Tecta America Company LLC 9450 Bryn Mawr Ave Ste 500 Rosemont IL 60018	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Mutual Fire Insurance Company		23035
	INSURER B: LM Insurance Corporation		33600
	INSURER C: Navigators Insurance Company		42307
	INSURER D: Starr Indemnity and Liability		38318
	INSURER E: Tokio Marine Specialty Insurance Company		23850
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 1948051467 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		EB2-641-435487-43	3/31/2024	3/31/2025	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		AS2-641-435487-44	3/31/2024	3/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0		LA24EXCZ04Q52IV 1000586973241	3/31/2024 3/31/2024	3/31/2025 3/31/2025	EACH OCCURRENCE \$ 13,000,000 AGGREGATE \$ 13,000,000 \$
B B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WA5-64D-435487-394 WC5-641-435487-414	3/31/2024 3/31/2024	3/31/2025 3/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Poll w/Mold & Prof Liab		PPK2669694	3/31/2024	3/31/2025	Limit/Aggregate \$5,000,000 Poll S/R Per Incident \$100,000 Prof S/R Per Claim \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Leased/Rented Equipment Coverage; Carrier: Travelers Property Casualty Co. of Am.; NAIC #: 25674; Policy# QT-630-0T985565; Eff Date: 3/31/2024 to 3/31/2025; Limit: \$2,500,000; Deductible: \$25,000, except Flood Deductible: \$100,000; except \$500,000 Flood Zone A; Quake Deductible: \$100,000; except 2% min \$250,000 for California and Washington State.

Proof of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Sample

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER: CCC044923

EXPIRATION DATE: AUGUST 31, 2026

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CHILDERS, BEN H
CHILDERS ROOFING & SHEET METAL A TECTA AMERICA COMPANY LLC
1645 JESSIE STREET
JACKSONVILLE FL 32206



ISSUED: 09/03/2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Childers Roofing & Sheet Metal, A Tecta America Company LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1645 Jessie Street

6 City, state, and ZIP code

Jacksonville, FL 32206

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

OR

Employer identification number

8 7 - 1 1 7 8 7 1 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

6/22/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Design Build Solutions

UF Recreational Center

RE: Letter of Recommendation

I am writing this letter to commend and highly applaud Childers Roofing & Sheetmetal A Tecta America Company, LLC for all of their work associated with UF Rec Center. This job was a recover, modified, using Garland material with a contract amount of \$657,500.00. Childers is a preferred and qualified vendor for Design Build Solutions and shows commitment to customer satisfaction, safety, and quality roofing installation is of the utmost excellence.

I, personally, have worked with Childers on multiple projects throughout my career and would recommend their ability to complete commercial construction projects to anyone. Childers' is a fine contractor and a company I am proud to have had the pleasure of doing business with.

Sincerely,

Stacy L. Ferguson
Construction Project Manager, Construction Design Management
Baptist Health
904.202.4503

To Whom it may concern,

I am writing to recommend Childers Roofing and Sheetmetal (CRS). They were engaged by us at the Baptist Medical Center Nassau Campus to replace the roof of our medical office building.

As the roofing contractor they performed with diligence to ensure the building maintained a dry environment while they worked. They also set up appropriate safety barriers to keep our patients and staff out of harm's way.

The new roof was installed to the satisfaction of the local onsite facilities team and the manufacturer inspection was passed with no issues.

CRS is a very responsive, flexible, and quality team to work with.

Should you have any further questions about CRS feel free to reach me at chad.boone@meadowsandohly.com.

Thanks,

Chad Boone



Digitally signed by Chad Boone
DN: C=US, E=chad.boone@meadowsandohly.com, OU=Meadows and Ohly, CN=Chad Boone
Date: 2024.08.15 13:50:52-04'00'

Submission Requirements

To be considered bids must include the following information:

1. ☒ Attachment: A - PROPOSER'S CERTIFICATION
 2. ☒ Attachment: B – STATEMENT OF VENDOR'S QUALIFICATION
 3. ☒ Attachment: C - CITY OF PALATKA, FLORIDA SWORN STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY CRIMES.
 4. ☒ Attachment: D - CITY OF PALATKA DRUG-FREE WORKPLACE POLICY
 5. ☐ Attachment: E – CERTIFICATES AS TO CORPORATE PRINCIPAL (Bid Bond)
Not applicable - Project Under \$250,000
 6. ☒ Attachment: F – CONTACT INFORMATION AND REFERENCES
 7. ☒ Attachment: G – E-VERIFY STATEMENT
 8. ☒ Attachment: H – BID PRICING SHEET
 9. ☒ Attachment: I – ANTI-HUMAN TRAFFICKING AFFIDAVIT
-
1. ☒ Certificate of Insurance demonstrating general liability, auto, and worker compensation insurance.
 2. ☒ Documentation of workman's compensation coverage.
 3. ☒ No less than two independent references for similar work previously completed.

Attachment "A"

PROPOSER'S CERTIFICATION

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

The undersigned has read the City of Palatka's RFP 2024-22, the other related documents identified in the RFP, and any Addenda, receipt of all which is hereby acknowledged:

Addendum No.

Addendum Date

On behalf of our proposal team, we agree to and accept the terms, specific limitations and conditions expressed therein. I certify that all the information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of my team as its act and deed and that the team is ready, willing, and able to perform.

Anthony Flett

Name (Print)

Signature

12.2.2024

Date

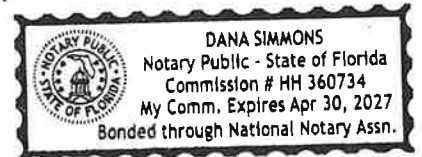
STATE OF FLORIDA

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 2 day of December, 2024, and is personally known to me, or has provided _____ as identification.

Notary Public

My Commission expires:



Attachment "B"
STATEMENT OF VENDORS QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in this form is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate papers and attached, with any additional information that may be pertinent.

- Name of Vendor. U.S. Coating Specialists LLC
- Permanent main office address. 7410 S US Highway 1, Suite 402, Port St. Lucie, FL 34952
- Date organized. 8.19.2027
- If a corporation, where incorporated. Florida
- How many years have you been engaged in the contracting business under your present firm or tradename? 7 years
- Contracts on hand: (Schedule these, showing the amount of each contract and the appropriate anticipated dates of completion.) See attached
- General character of work performed by your company. Roofing
- Have you ever failed to complete any work awarded to you? If so, where and why? No
- Have you ever defaulted on a contract? If so, where and why? No
- List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. See attached
- List your major equipment currently owned or leased. See attached
- Experience in work similar to this type of project. See attached
- Background and experience of the principal members of your organization, including the officers. See attached
- Credit currently available: \$0
- Give bank reference: Brenda Parmalee iThink Financial 772-293-2491
- Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

- The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Anthony Flett

Name (Print)

12.2.2024

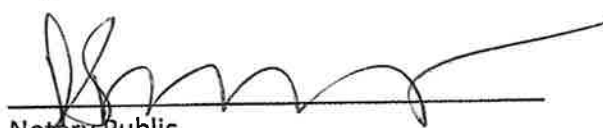
Signature

Date

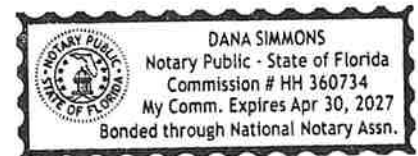
STATE OF FLORIDA

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 2 day of December, 2024, and is personally known to me, or has provided _____ as identification.


Notary Public

My Commission expires:



This area left blank intentionally.

Attachment "B"

STATEMENT OF VENDORS QUALIFICATIONS

Contracts on Hand:

Project Name: Digester Cover 7
Contract Amount: \$188,766.82
Anticipated Completion Date: December 30, 2024

Project Name: Franklin County Building 900
Contract Amount: \$182,759.60
Anticipated Completion Date: December 15, 2024

Project Name: Citrus County Resource Center
Contract Amount: \$222,558.52
Anticipated Completion Date: January 15, 2025

Recently Completed Projects:

Project: Tampa International Airport/North Air Cargo Facility
Contract Amount: \$2,136,515.40
Completion Date: 11.21.2024

Project: Piper Phase 3
Contract Amount: \$1,476,029.36
Completion Date: 3.27.2023

Project: Futura Yacht Club
Contract Amount: \$218,440.04
Completion Date: 2.28.2024

Project: Manatee County Port Authority WH #10
Contract Amount: \$2,481,000
Completion Date: 1.16.2023

Project: RB Marks
Contract Amount: \$874,981.03
Completion Date: 11.08.2024

Project Name: Franklin County School
Contract Amount: \$393,616.79
Completion Date: 10.8.2024

Lorna Doone Roof Replacement
Contract Amount: \$374,395.10
Completion Date: 11.26.2024

Experience TPO Similar Projects:

Blue Water/Contract Price \$177,493.87
L&S Bait Company/Contract Price \$141,069
Piper Aircraft Building 14 & 15/Contract Price \$732,001.88
Piper Aircraft Building 1A/Contract Price \$76,084.60
Piper Aircraft 21 Rear Roof/Contract Price \$28,166.00
Lorna Doone/Contract Price \$374,395.10
Futura Yacht Club/Contract Amount \$218,440.04

Major Equipment Owned: See attached Spreadsheet

Background/Experience:

Anthony Flett is the esteemed Founder and CEO of U.S. Coating Specialists, boasting a robust background in architectural engineering and building construction that spans over two decades. Throughout his career, Anthony has amassed a wealth of expertise, holding coveted certifications from industry giants such as Firestone, Carlisle, Henry, and numerous other leading construction supply manufacturers. With a remarkable portfolio that includes oversight of more than 200 commercial roofing projects, Anthony has been instrumental in steering U.S. Coating Specialists towards excellence in the construction sector. His deep-rooted passion for precision and quality shines through in every project undertaken by the company.

Jeffrey Miller is the co-founder and co-owner of US Coating Specialists. He oversees daily financial operations as well as insurance, bonding, and legal needs for the company. He is a licensed Florida RE Broker. Jeff has a Bachelor's of Science in Real Estate Studies and an AA in General Business. Jeffrey Honorably served 5 years with the US Coast Guard as an Electronics Technician 2nd Class Petty Officer. He attended 11 months of military electronics school during his service as well as many other trainings in law enforcement and financial education. Jeff also is the managing partner, broker and owner of Management Specialists, a privately owned property management company overseeing over 280 residential and commercial properties from South Beach Miami to Fort Pierce, Florida. He is also the co-founder and vice president of the Saint Lucie County Landlord Association and sits on the Citizens Advisory Taskforce of St. Lucie County since 2013.

Dylan Saibic is a third-generation roofer with over 12 years of hands-on experience, having learned the trade and business from both his grandfather and father at an early age. Growing up in a family deeply rooted in the roofing industry. Specializing in both commercial and industrial roofing, he is known for his meticulous attention to detail and unwavering commitment to quality from start to completion, no matter the size of the project. His dedication to craftsmanship, passed down through generations, has earned him a trusted reputation in the roofing industry today.

Trucks

Model	Make	Year
F-350 Platinum	Ford	2015
F-350	Ford	2015
F-350 Dually	Ford	2017
F-250	Ford	2011
Tacoma	Toyota	2019
F-150	Ford	2012
Chevy	2500HD	2014
F-250 King Ranch	Ford	2022
Tahoe Z71	Chevrolet	2021
4300	International	2007

Trailers

Pressure Wash	TCTR	2022
Equipment	Freedom	2019
Gooseneck #2	Big Tex	2018
Foam Rig #2	Lark	2018
Gooseneck	Big Tex	2019
Enclosed 24 Ft.	PAMR	2019
Equipment	Road Runner	2018
Foam Rig #1	MNMW	2018
Dump	HKET	2021
24Ft. Enclosed	SGAC	2013

Equipment

Mega Boom	JLG	
S-45	Genie	
SprayBot	SprayWorks	2022
933	Graco	2020
933	Graco	2021
3900	Graco	2021
3900	Graco	2021
H-PX3	Graco	2018
H-PX3	Graco	2019
Barrel Crusher	CMW	2021
97-0675	Yale	2007
395 Hi-Boy	Graco	2021
395 Hi-Boy	Graco	2021
Spud Machine 30400	Gator	2023
Varimat V2	Leister	2022
Tazmanian Roof Cutter	ASE	2021
GS-36	Garlock	2021
Roof Warrior	Garlock	2022

Attachment "C"
 PROPOSER'S CERTIFICATION CITY OF PALATKA, FLORIDA SWORN
 STATEMENT UNDER F.S. SECTION 287.133(3) (A), ON PUBLIC ENTITY
 CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract for City of Palatka Fire Department Main Station #1 Re-Roof.
2. This sworn statement is submitted by (entity) U.S. Coating Specialists LLC whose business address is 7410 S US Highway 1, Suite 402, Port Saint Lucie, FL 34952 and (if applicable) Federal Employer Identification Number (FEIN) is 35-2603901 (If a Sole Proprietor and you have no FEIN, include the last four (4) digits of your Social Security Number: _____.)
3. My name is and my relationship to the entity named above is Anthony Flett, President.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a) (b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - i. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The City of Palatka, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

Anthony Flett

Name (Print)

Signature

12.2.2024

Date

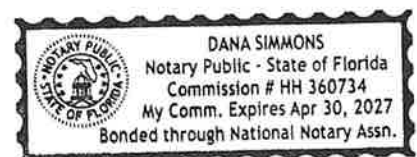
STATE OF FLORIDA

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 2 day of December, 2024, and is personally known to me, or has provided _____ as identification.

[Signature]
Notary Public

My Commission expires:



Attachment "D"
CITY OF PALATKA DRUG-FREE WORKPLACE POLICY

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

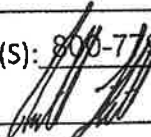
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Inform employees about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

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

COMPANY: U.S. Coating Specialists LLC

CITY: Port St. Lucie STATE: FL ZIP CODE: 34952

TELEPHONE NUMBER(S): 800-779-0821 or 772-521-6412

SIGNATURE: 

NAME (TYPED OR PRINTED): Anthony Flett TITLE: President

EMAIL: anthony@uscoatingspec.com

N/A Project is less that \$250,000

Attachment "E"
CERTIFICATES AS TO CORPORATE PRINCIPAL (Bid Bond)

I, _____, certify that I am the Secretary of the Corporation named as Principal in the attached bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know their signature, and the signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in Behalf of said Corporation by authority of its governing body.

Secretary Signature	Corporate Seal
----------------------------	-----------------------

(Contractor to complete upper portion)

(Surety to complete lower portion)

STATE OF _____

COUNTY OF _____

Before me, a Notary Public duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that they are the Attorney-In-Fact, for the _____ and that they have been authorized by _____ to execute the foregoing bond on behalf of the surety named therein in favor of the City of Palatka, Florida.

Subscribed and sworn to me this _____ day of _____, 2023, A.D.

NOTARY PUBLIC

State of Florida-at-large

My Commission Expires: _____

(Attach Power of Attorney to original Bid Bond and Financial Statement of Surety Company)

Attachment "F"
Contact Sheet and References

Contractor Name: U.S Coating Specialists, LLC
Contact Name: Anthony Flett
Contact Phone #: 800-779-0821
Address: 7410 S US Highway On, Suite 402
Port St. Lucie, FL 34952

Reference 1: (Name and Phone Number) Duane Hoppe/Piper Aircraft 772-299-2384

Reference 2: (Name and Phone Number) Ray Cioffi/L & S Bait Co. 727-584-7691 x 27



Authorized Contractor's Representative Signature

Date: 12.2.2024

Signature indicates the proposal has a full understanding of the work as described in this Request for Proposal and the intent to complete the work as directed by the City of Palatka.

This area left blank intentionally.

Attachment "G"
E-VERIFY STATEMENT

Bid/Proposal/RFQ Number: RFP 2024-22

Project Description: City of Palatka Fire Department Main Station #1 Re-Roof

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

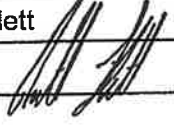
1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment

duties within Florida; and

2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: U.S. Coating Specialists LLC

Contact Name (Print): Anthony Flett

Authorized Signature: 

Title: President

Date: 12.2.2024

This area left blank intentionally.

Attachment "H"
BID PRICING SHEET & SPECIFICATIONS

RFP 2024-22 PRICE SHEET				
Item No.	Qty	Unit	Description	Unit Price
1	1	Total Project (TP)	Removal and Disposal of existing roofing system	\$ 32,000
2	1	TP	Design and Installation of new roofing system and associated items.	\$ 94,000
3	1	TP	Design & installation of proposed downspouts and or gutters and associated items.	\$ 15,200
Total Project Cost				\$ 141,200.00
Roofing System Type and Description:				
.060 TPO Roof Replacement Mechanical Fastened Tapered Insulation & Dens-deck				

***Please fill all blank cells in the table above.**

***Provide any exceptions taken to the specifications in a letter format on company letterhead.**

***Re-check your quotations prior to submission. Bids may not be changed after being opened.**

This area left blank intentionally.

ATTACHMENT "I"

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Anthony Flett, on behalf of
U.S. Coating Specialists LLC

(Name of Company/Individual/Organization/Association/Non-governmental entity)
 hereby attest under penalty of perjury that our organization does not use coercion of labor or
 services, as defined in Fla. Stat. 787.06, in any part of the operation of our organization.

[Signature]
 Signature

12.2.2024

Date

Anthony Flett

Print Name

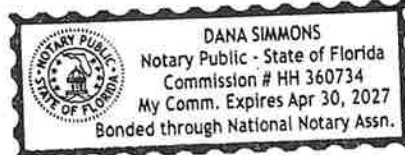
President

Title -- must be an officer or a
 Representative of the nongovernmental entity

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization this 2 day Nov of 2024, by
Anthony Flett, to me personally known to be the person described in and
 who executed the foregoing instrument, or who produced appropriate identification, and
 acknowledged before me the execution of same.

My commission expires:



[Signature]
 Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg FL 34748	CONTACT NAME: PHONE (A/C, No, Ext): 800-845-8437 E-MAIL ADDRESS: ibroomfield@acrisure.com FAX (A/C, No):
INSURED US Coating Specialists LLC 500 Farmers Market Rd Bay #5 Fort Pierce FL 34982	INSURER(S) AFFORDING COVERAGE INSURER A: Hamilton Select Insurance Inc. INSURER B: The Ohio Casualty Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
License#: BR-1796553 USCOATI-01	NAIC # 17178 24074

COVERAGES

CERTIFICATE NUMBER: 1227740895

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible: \$5k GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		PCHS335149-01	6/26/2024	6/26/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					\$ \$ \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ PER STATUTE ☐ OTH-ER ☐
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Contractors Equipment		2 BMO (25) 66111707	4/21/2024	4/21/2025	Leased or Rented \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proposal Purposes Only
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Rory Steppling Insurance Agency Inc. 600 SW Darwin Blvd Unit 104 Port St Lucie FL 34953	CONTACT NAME: Rory Steppling	
	PHONE (A/C, No, Ext): 772-303-2739	FAX (A/C, No): 772-480-3066
	E-MAIL ADDRESS: Rory.steppling.vab32u@statefarm.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State Farm Fire and Casualty Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED US Coating Specialists LLC 7410 S US Hwy 1 Ste 402 Port St Lucie FL 34952	REVISION NUMBER:
--	-------------------------

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE ☐ OCCUR ☐						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY ☐ PRO-JECT ☐ LOG ☐						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
A	AUTOMOBILE LIABILITY			59WBL93	07/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO OWNED ☐ AUTOS ONLY ☐ HIRED ☐ AUTOS ONLY ☐			59 WBL94	07/01/2024	01/01/2025	BODILY INJURY (Per person) \$ 1,000,000
	☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐	N	N	59 WBL95	07/01/2024	01/01/2025	BODILY INJURY (Per accident) \$ 1,000,000
				59 WBL96	07/01/2024	01/01/2025	PROPERTY DAMAGE (Per accident) \$ 1,000,000
							\$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐						EACH OCCURRENCE \$
	OCCUR ☐ CLAIMS-MADE ☐						AGGREGATE \$
	DED ☐ RETENTION \$ ☐						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐						E.L. EACH ACCIDENT \$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	AUTOMOBILE LIABILITY	N	N	59WBL97	07/01/2024	01/01/2025	COMBINED SINGLE LIMIT 1,000,000
							PROPERTY DAMAGE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2017 FORD F450 - VIN 1FT8W4DT1HEE90122
2023 FORD SUPER DUTY F-350 - VIN 1FT8W3DM5PEC79054
2017 FORD F350 - VIN 1FT8W3DT0HEE54223
2022 FORD F250 - VIN 1FT8W2BT9NEC83772
2007 INT'L 4300 - VIN 1HTMMAAL37H390112

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER PrimeGroup Insurance Services, Inc. 5215 W. Laurel St. Suite 100 Tampa FL 33607		CONTACT NAME: Christine Dewey PHONE (A/C, No, Ext): (844) 631-4901 E-MAIL ADDRESS: cdewey@primegroupins.com FAX (A/C, No): (813) 885-4311																						
INSURED US Coating Specialists LLC 7410 S. US Hwy 1 Ste 402 Port Saint Lucie FL 34952		<table><tr><td colspan="2">INSURER(S) AFFORDING COVERAGE</td><td>NAIC #</td></tr><tr><td colspan="2">INSURER A: Sirius America Insurance Company</td><td>38776</td></tr><tr><td colspan="2">INSURER B: Berkley Regional Insurance Company</td><td>29580</td></tr><tr><td colspan="2">INSURER C:</td><td></td></tr><tr><td colspan="2">INSURER D:</td><td></td></tr><tr><td colspan="2">INSURER E:</td><td></td></tr><tr><td colspan="2">INSURER F:</td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Sirius America Insurance Company		38776	INSURER B: Berkley Regional Insurance Company		29580	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A: Sirius America Insurance Company		38776																						
INSURER B: Berkley Regional Insurance Company		29580																						
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES**CERTIFICATE NUMBER:** CL2413030430**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOG OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC PI 712299-00	01/29/2024 01/29/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Employment Practices Liability			BMP-1031275-00	01/29/2024 01/29/2025	Aggregate \$1,000,000 Each Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Proof of Insurance - For Bidding Purposes
Do Not Alter or Duplicate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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**ADOPT RESOLUTION 2025-R-06 authorizing the Mayor to sign and certify the Palatka Housing Authority 2025 Annual Plan for consistency with the City Comprehensive Plan
Palatka Housing Authority Annual Plan, FY 04/2024-03/2026**

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

CONSISTENCT DETERMINATION OF THE PALATKA HOUSING AUTHORITY ANNUAL PLAN WITH THE CITY OF PALATKA COMPREHENSIVE PLAN.

BACKGROUND

The Palatka Housing Authority is required by the Federal Housing and Urban Development Department to ensure consistency of their Annual Plan with the City of Palatka Comprehensive Plan. The Palatka Housing Authority has requested to the City of Palatka a consistency determination for their 2025-2026 Annual Plan and submitted the Annual Plan for review.

PROJECT ANALYSIS

Staff conducted a review of the PHA Annual Plan for the period of April 1, 2025-March 31, 2026 against pertinent Policies and has determined that it is consistent with the City's Comprehensive Plan.

Staff Recommendation

Staff recommends the Mayor of the City of Palatka to sign and certify that the Palatka Housing Authority 2025-2026 Annual Plan is consistent with the City of Palatka Comprehensive Plan.

ATTACHMENTS

1.	2025-r-06
2.	Determination of Exemption and Categorical Exclusion all AMPs
3.	HUD Form for Local Official

RESOLUTION NO. 2025-R-06

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
AUTHORIZING THE MAYOR TO SIGN AND CERTIFY THE
PALATKA HOUSING AUTHORITY'S 2025 ANNUAL PLAN
FOR CONSISTENCY WITH THE CITY COMPREHENSIVE
PLAN AND THE HOUSING AUTHORITY CONSOLIDATED
PLAN; PROVIDING FOR SCRIVENER'S ERRORS**

WHEREAS, the Palatka Housing Authority (PHA) is required to file an Annual Plan with the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the Palatka Housing Authority is required by HUD to ensure the consistency of their Annual Plan with the City of Palatka Comprehensive Plan; and

WHEREAS, the Palatka Housing Authority is required by HUD to ensure the consistency of their Annual Plan with the PHA Consolidated Plan; and

WHEREAS, the Palatka Housing Authority has requested such action by the City of Palatka, to be signed by the Mayor of the City of Palatka, and Staff has reviewed their Annual Plan and the City's Comprehensive Plan.

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

1. The City Commission hereby authorizes the Mayor of the City of Palatka to sign documents submitted by the Palatka Housing Authority to attest that the PHA 2025 Annual Plan is consistent with the City's Comprehensive Plan and the PHA Consolidated Plan.
2. 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 by the City Commission of the City of Palatka, Florida, this 9th day of January 2025.

CITY OF PALATKA

By: Its Mayor

ATTEST:

Acting City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Determination of Exemption and Determination of Categorical Exclusion (not subject to Section 58.5) 24 CFR 58.34(a) and 58.35(b)

Activity Name and Grant Number: Site Improvements – CFP AMP 11 (FL29P057000011)			
Address: Westover Manor, Lemon Heights, Madison Court Palatka, Putnam County, FL 32177			
Activity Description: CPTED/Landscaping/RAD			
Funding Source: CDBG HOME ESG HOPWA EDI ICDBG NAHASDA Other: _____			
√	The activity falls into the category below, which is listed at 24 CFR 58.34(a) as Exempt.		
	1. Environmental and other studies, resource identification, and development of plans and strategies		
	2. Information and financial services		
	3. Administrative and management activities		
	4. Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> ▪ Employment ▪ Crime prevention ▪ Child care ▪ Health ▪ Recreation needs ▪ Drug abuse </td> <td style="width: 50%; vertical-align: top;"> ▪ Education ▪ Counseling ▪ Energy conservation ▪ Welfare ▪ Other _____ </td> </tr> </table>	▪ Employment ▪ Crime prevention ▪ Child care ▪ Health ▪ Recreation needs ▪ Drug abuse	▪ Education ▪ Counseling ▪ Energy conservation ▪ Welfare ▪ Other _____
▪ Employment ▪ Crime prevention ▪ Child care ▪ Health ▪ Recreation needs ▪ Drug abuse	▪ Education ▪ Counseling ▪ Energy conservation ▪ Welfare ▪ Other _____		
	5. Inspections and testing of properties for hazards or defects		
	6. Purchase of insurance		
	7. Purchase of tools		
	8. Engineering or design costs		
	9. Technical assistance and training		
	10. Temporary or permanent improvements that do not alter environmental conditions and are limited to activities to protect, repair or arrest the effects of disasters or imminent threats to public safety, including those resulting from physical deterioration.		
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD		
√	The activity falls into the category listed below, which is listed at 24 CFR 58.35(b) as a Categorically Excluded activity not subject to Section 58.5.		
	1. Tenant-based rental assistance		
	2. Supportive Services (including but not limited to): ▪ Health care ▪ Housing services ▪ Permanent housing placement ▪ Day care ▪ Nutritional services ▪ Short term payments for rent/mortgage/utility costs ▪ Assistance in gaining access to government benefits/services		
	3. Operating Costs: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> ▪ Maintenance ▪ Security ▪ Operation ▪ Utilities </td> <td style="width: 50%; vertical-align: top;"> ▪ Furnishings ▪ Equipment ▪ Supplies ▪ Staff training and recruitment </td> </tr> </table>	▪ Maintenance ▪ Security ▪ Operation ▪ Utilities	▪ Furnishings ▪ Equipment ▪ Supplies ▪ Staff training and recruitment
▪ Maintenance ▪ Security ▪ Operation ▪ Utilities	▪ Furnishings ▪ Equipment ▪ Supplies ▪ Staff training and recruitment		

	4. Economic Development Activities: ▪ Equipment purchase ▪ Inventory financing ▪ Interest subsidy ▪ Operating costs ▪ Other expenses not associated with construction or expansion
	5. Activities to assist homeownership of existing or dwelling units under construction: ▪ Closing costs and down payment assistance to homebuyers ▪ Interest buydowns or other actions resulting in transfer of title
	6. Affordable housing pre-development costs ▪ Legal consulting ▪ Developer and other site-option costs ▪ Project financing ▪ Administrative costs for loan commitments, zoning approvals, and other activities which don't have a physical impact
	7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under Part 58, if the same responsible entity conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under Section 58.47

24 CFR 58.6 Requirements

Section 1. Flood Disaster Protection Act

Are funds for acquisition (including equipment) or construction (including repair and rehabilitation) purposes?	Yes Continue	No Proceed to Section 2-Act does not apply
Is the Activity in an area identified as having special flood hazards (SFHA)? Identify FEMA flood map used to make this determination: _____ Community Name and Number _____ Map panel number and date	Yes Document and Continue	No Document and Proceed to Section 2-Act does not apply
Is the Community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?	Yes-Document and follow instructions below.	No-Federal Assistance may not be used for this project.
Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file.		

Section 2. Airport Runway Clear Zones (Civil) and Accident Potential Zones (Military)

Does the project involve HUD assistance, subsidy or insurance for the purchase or sale of an existing property?	Yes Continue	No—Proceed to Section 3-- Regulation does not apply.
Is the project located within 2,500 feet of a civil airport or 15,000 feet of a military airfield?	Yes Continue	No—Document and Proceed to Section 3-- Regulation does not apply.
Is the project located within an FAA-designated civilian airport Runway Clear Zone (RCA) or Runway Protection Zone, or within the military Airfield Clear Zone (CZ) or Accident Potential Zone/Approach Protection Zone (APZ), based upon information from the airport or military airfield administrator identifying the boundaries of such zones?	Yes Continue	No—Document and Proceed to Section 3— regulation does not apply.
Comply with 24 CFR Part 51, Subpart D. This may include providing a written notice to a prospective buyer or leaser of the potential hazards from airplane accidents and the potential that an airfield operator may wish to purchase the property. Maintain copies of the signed notice. For properties located in a military clear zone, make and document a determination of whether the use of the property is consistent with DOD guidelines. Notice Sample: http://www.hud.gov/offices/cpd/environment/review/qa/airporthazards.pdf		

Section 3. Coastal Barrier Resources Act

Section 58.6 also requires compliance with the Coastal Barrier Resources Act. There are no Coastal Barrier Resource Areas in Washington, Oregon, Alaska, or Idaho. Therefore, the Act does not apply.

Certification

A Request for Release of Funds (RROF) is not required for this project. The activity may be initiated without further environmental review beyond 24 CFR Part 58.6.

Name of project CFP AMP 11

Responsible Entity Signature _____

Name and Title (print) Roberta Correa, Mayor of Palatka

Date _____

Determination of Exemption and Determination of Categorical Exclusion (not subject to Section 58.5) 24 CFR 58.34(a) and 58.35(b)

Activity Name and Grant Number: **Site Improvements – CFP AMP 12 (FL29P057000012)**

Address: **Northside Apartments
Palatka, Putnam County, FL 32177**

Activity Description: **CPTED/Landscaping/Exterior & Interior Rehab/RAD**

Funding Source: CDBG HOME ESG HOPWA EDI ICDBG NAHASDA Other:

√	The activity falls into the category below, which is listed at 24 CFR 58.34(a) as Exempt.
	1. Environmental and other studies, resource identification, and development of plans and strategies
	2. Information and financial services
	3. Administrative and management activities
	4. Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with: ▪ Employment ▪ Crime prevention ▪ Child care ▪ Health ▪ Recreation needs ▪ Drug abuse ▪ Education ▪ Counseling ▪ Energy conservation ▪ Welfare ▪ Other _____
	5. Inspections and testing of properties for hazards or defects
	6. Purchase of insurance
	7. Purchase of tools
	8. Engineering or design costs
	9. Technical assistance and training
	10. Temporary or permanent improvements that do not alter environmental conditions and are limited to activities to protect, repair or arrest the effects of disasters or imminent threats to public safety, including those resulting from physical deterioration.
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD
√	The activity falls into the category listed below, which is listed at 24 CFR 58.35(b) as a Categorically Excluded activity not subject to Section 58.5.
	1. Tenant-based rental assistance
	2. Supportive Services (including but not limited to): ▪ Health care ▪ Housing services ▪ Permanent housing placement ▪ Day care ▪ Nutritional services ▪ Short term payments for rent/mortgage/utility costs ▪ Assistance in gaining access to government benefits/services
	3. Operating Costs: ▪ Maintenance ▪ Security ▪ Operation ▪ Utilities ▪ Furnishings ▪ Equipment ▪ Supplies ▪ Staff training and recruitment

	4. Economic Development Activities: ▪ Equipment purchase ▪ Inventory financing ▪ Interest subsidy ▪ Operating costs ▪ Other expenses not associated with construction or expansion
	5. Activities to assist homeownership of existing or dwelling units under construction: ▪ Closing costs and down payment assistance to homebuyers ▪ Interest buydowns or other actions resulting in transfer of title
	6. Affordable housing pre-development costs ▪ Legal consulting ▪ Developer and other site-option costs ▪ Project financing ▪ Administrative costs for loan commitments, zoning approvals, and other activities which don't have a physical impact
	7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under Part 58, if :the same responsible entity conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under Section 58.47

24 CFR 58.6 Requirements

Section 1. Flood Disaster Protection Act

Are funds for acquisition (including equipment) or construction (including repair and rehabilitation) purposes?	Yes Continue	No Proceed to Section 2-Act does not apply
Is the Activity in an area identified as having special flood hazards (SFHA)? Identify FEMA flood map used to make this determination: _____ Community Name and Number _____ Map panel number and date	Yes Document and Continue	No Document and Proceed to Section 2-Act does not apply
Is the Community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?	Yes-Document and follow instructions below.	No-Federal Assistance may not be used for this project.
Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file.		

Section 2. Airport Runway Clear Zones (Civil) and Accident Potential Zones (Military)

Does the project involve HUD assistance, subsidy or insurance for the purchase or sale of an existing property?	Yes Continue	No—Proceed to Section 3-- Regulation does not apply.
Is the project located within 2,500 feet of a civil airport or 15,000 feet of a military airfield?	Yes Continue	No—Document and Proceed to Section 3-- Regulation does not apply.
Is the project located within an FAA-designated civilian airport Runway Clear Zone (RCA) or Runway Protection Zone, or within the military Airfield Clear Zone (CZ) or Accident Potential Zone/Approach Protection Zone (APZ), based upon information from the airport or military airfield administrator identifying the boundaries of such zones?	Yes Continue	No—Document and Proceed to Section 3— regulation does not apply.
Comply with 24 CFR Part 51, Subpart D. This may include providing a written notice to a prospective buyer or leaser of the potential hazards from airplane accidents and the potential that an airfield operator may wish to purchase the property. Maintain copies of the signed notice. For properties located in a military clear zone, make and document a determination of whether the use of the property is consistent with DOD guidelines. Notice Sample: http://www.hud.gov/offices/cpd/environment/review/qa/airporthazards.pdf		

Section 3. Coastal Barrier Resources Act

Section 58.6 also requires compliance with the Coastal Barrier Resources Act. There are no Coastal Barrier Resource Areas in Washington, Oregon, Alaska, or Idaho. Therefore, the Act does not apply.

Certification

A Request for Release of Funds (RROF) is not required for this project. The activity may be initiated without further environmental review beyond 24 CFR Part 58.6.

Name of project CFP AMP 12

Responsible Entity Signature _____

Name and Title (print) Roberta M. Correa, Mayor of Palatka

Date _____

Determination of Exemption and Determination of Categorical Exclusion (not subject to Section 58.5) 24 CFR 58.34(a) and 58.35(b)

Activity Name and Grant Number: Site Improvements – CFP AMP 14 (FL29P057000014)			
Address: Dr. James A. Long Apartments Palatka, Putnam County, FL 32177			
Activity Description: CPTED/Landscaping/Exterior & Interior Rehab/RAD			
Funding Source: CDBG HOME ESG HOPWA EDI ICDBG NAHASDA Other: _____			
√	The activity falls into the category below, which is listed at 24 CFR 58.34(a) as Exempt.		
	1. Environmental and other studies, resource identification, and development of plans and strategies		
	2. Information and financial services		
	3. Administrative and management activities		
	4. Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with: <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top;"> ▪ Employment ▪ Crime prevention ▪ Child care ▪ Health ▪ Recreation needs ▪ Drug abuse </td> <td style="vertical-align: top;"> ▪ Education ▪ Counseling ▪ Energy conservation ▪ Welfare ▪ Other _____ </td> </tr> </table>	▪ Employment ▪ Crime prevention ▪ Child care ▪ Health ▪ Recreation needs ▪ Drug abuse	▪ Education ▪ Counseling ▪ Energy conservation ▪ Welfare ▪ Other _____
▪ Employment ▪ Crime prevention ▪ Child care ▪ Health ▪ Recreation needs ▪ Drug abuse	▪ Education ▪ Counseling ▪ Energy conservation ▪ Welfare ▪ Other _____		
	5. Inspections and testing of properties for hazards or defects		
	6. Purchase of insurance		
	7. Purchase of tools		
	8. Engineering or design costs		
	9. Technical assistance and training		
	10. Temporary or permanent improvements that do not alter environmental conditions and are limited to activities to protect, repair or arrest the effects of disasters or imminent threats to public safety, including those resulting from physical deterioration.		
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD		
√	The activity falls into the category listed below, which is listed at 24 CFR 58.35(b) as a Categorically Excluded activity not subject to Section 58.5.		
	1. Tenant-based rental assistance		
	2. Supportive Services (including but not limited to): ▪ Health care ▪ Housing services ▪ Permanent housing placement ▪ Day care ▪ Nutritional services ▪ Short term payments for rent/mortgage/utility costs ▪ Assistance in gaining access to government benefits/services		
	3. Operating Costs: <table style="width: 100%; border: none;"> <tr> <td style="vertical-align: top;"> ▪ Maintenance ▪ Security ▪ Operation ▪ Utilities </td> <td style="vertical-align: top;"> ▪ Furnishings ▪ Equipment ▪ Supplies ▪ Staff training and recruitment </td> </tr> </table>	▪ Maintenance ▪ Security ▪ Operation ▪ Utilities	▪ Furnishings ▪ Equipment ▪ Supplies ▪ Staff training and recruitment
▪ Maintenance ▪ Security ▪ Operation ▪ Utilities	▪ Furnishings ▪ Equipment ▪ Supplies ▪ Staff training and recruitment		

	4. Economic Development Activities: ▪ Equipment purchase ▪ Inventory financing ▪ Interest subsidy ▪ Operating costs ▪ Other expenses not associated with construction or expansion
	5. Activities to assist homeownership of existing or dwelling units under construction: ▪ Closing costs and down payment assistance to homebuyers ▪ Interest buydowns or other actions resulting in transfer of title
	6. Affordable housing pre-development costs ▪ Legal consulting ▪ Developer and other site-option costs ▪ Project financing ▪ Administrative costs for loan commitments, zoning approvals, and other activities which don't have a physical impact
	7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under Part 58, if :the same responsible entity conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under Section 58.47

24 CFR 58.6 Requirements

Section 1. Flood Disaster Protection Act

Are funds for acquisition (including equipment) or construction (including repair and rehabilitation) purposes?	Yes Continue	No Proceed to Section 2-Act does not apply
Is the Activity in an area identified as having special flood hazards (SFHA)? Identify FEMA flood map used to make this determination: _____ Community Name and Number _____ Map panel number and date	Yes Document and Continue	No Document and Proceed to Section 2-Act does not apply
Is the Community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?	Yes-Document and follow instructions below.	No-Federal Assistance may not be used for this project.
Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file.		

Section 2. Airport Runway Clear Zones (Civil) and Accident Potential Zones (Military)

Does the project involve HUD assistance, subsidy or insurance for the purchase or sale of an existing property?	Yes Continue	No—Proceed to Section 3-- Regulation does not apply.
Is the project located within 2,500 feet of a civil airport or 15,000 feet of a military airfield?	Yes Continue	No—Document and Proceed to Section 3-- Regulation does not apply.
Is the project located within an FAA-designated civilian airport Runway Clear Zone (RCA) or Runway Protection Zone, or within the military Airfield Clear Zone (CZ) or Accident Potential Zone/Approach Protection Zone (APZ), based upon information from the airport or military airfield administrator identifying the boundaries of such zones?	Yes Continue	No—Document and Proceed to Section 3— regulation does not apply.
Comply with 24 CFR Part 51, Subpart D. This may include providing a written notice to a prospective buyer or leaser of the potential hazards from airplane accidents and the potential that an airfield operator may wish to purchase the property. Maintain copies of the signed notice. For properties located in a military clear zone, make and document a determination of whether the use of the property is consistent with DOD guidelines. Notice Sample: http://www.hud.gov/offices/cpd/environment/review/qa/airporthazards.pdf		

Section 3. Coastal Barrier Resources Act

Section 58.6 also requires compliance with the Coastal Barrier Resources Act. There are no Coastal Barrier Resource Areas in Washington, Oregon, Alaska, or Idaho. Therefore, the Act does not apply.

Certification

A Request for Release of Funds (RROF) is not required for this project. The activity may be initiated without further environmental review beyond 24 CFR Part 58.6.

Name of project CFP AMP 14

Responsible Entity Signature _____

Name and Title (print) Roberta M. Correa, Mayor of Palatka

Date _____

Determination of Exemption and Determination of Categorical Exclusion (not subject to Section 58.5) 24 CFR 58.34(a) and 58.35(b)

Activity Name and Grant Number: **Site Improvements – CFP AMP 15 (FL29P057000015)**

Address: **Rosa K. Ragsdale Apartments
Palatka, Putnam County, FL 32177**

Activity Description: **CPTED/Landscaping/Exterior & Interior Rehab/RAD**

Funding Source: CDBG HOME ESG HOPWA EDI ICDBG NAHASDA Other:

√ **The activity falls into the category below, which is listed at 24 CFR 58.34(a) as Exempt.**

1. Environmental and other studies, resource identification, and development of plans and strategies

2. Information and financial services

3. Administrative and management activities

4. Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with:

- | | |
|--------------------|-----------------------|
| ▪ Employment | ▪ Education |
| ▪ Crime prevention | ▪ Counseling |
| ▪ Child care | ▪ Energy conservation |
| ▪ Health | ▪ Welfare |
| ▪ Recreation needs | ▪ Other _____ |
| ▪ Drug abuse | |

5. Inspections and testing of properties for hazards or defects

6. Purchase of insurance

7. Purchase of tools

8. Engineering or design costs

9. Technical assistance and training

10. Temporary or permanent improvements that do not alter environmental conditions and are limited to activities to protect, repair or arrest the effects of disasters or imminent threats to public safety, including those resulting from physical deterioration.

11. Payment of principal and interest on loans made or obligations guaranteed by HUD

√ **The activity falls into the category listed below, which is listed at 24 CFR 58.35(b) as a Categorically Excluded activity not subject to Section 58.5.**

1. Tenant-based rental assistance

2. Supportive Services (including but not limited to):

- Health care
- Housing services
- Permanent housing placement
- Day care
- Nutritional services
- Short term payments for rent/mortgage/utility costs
- Assistance in gaining access to government benefits/services

3. Operating Costs:

- | | |
|---------------|----------------------------------|
| ▪ Maintenance | ▪ Furnishings |
| ▪ Security | ▪ Equipment |
| ▪ Operation | ▪ Supplies |
| ▪ Utilities | ▪ Staff training and recruitment |

	4. Economic Development Activities: ▪ Equipment purchase ▪ Inventory financing ▪ Interest subsidy ▪ Operating costs ▪ Other expenses not associated with construction or expansion
	5. Activities to assist homeownership of existing or dwelling units under construction: ▪ Closing costs and down payment assistance to homebuyers ▪ Interest buydowns or other actions resulting in transfer of title
	6. Affordable housing pre-development costs ▪ Legal consulting ▪ Developer and other site-option costs ▪ Project financing ▪ Administrative costs for loan commitments, zoning approvals, and other activities which don't have a physical impact
	7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under Part 58, if :the same responsible entity conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under Section 58.47

24 CFR 58.6 Requirements

Section 1. Flood Disaster Protection Act

Are funds for acquisition (including equipment) or construction (including repair and rehabilitation) purposes?	Yes Continue	No Proceed to Section 2-Act does not apply
Is the Activity in an area identified as having special flood hazards (SFHA)? Identify FEMA flood map used to make this determination: _____ Community Name and Number _____ Map panel number and date	Yes Document and Continue	No Document and Proceed to Section 2-Act does not apply
Is the Community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?	Yes-Document and follow instructions below.	No-Federal Assistance may not be used for this project.
Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file.		

Section 2. Airport Runway Clear Zones (Civil) and Accident Potential Zones (Military)

Does the project involve HUD assistance, subsidy or insurance for the purchase or sale of an existing property?	Yes Continue	No—Proceed to Section 3-- Regulation does not apply.
Is the project located within 2,500 feet of a civil airport or 15,000 feet of a military airfield?	Yes Continue	No—Document and Proceed to Section 3-- Regulation does not apply.
Is the project located within an FAA-designated civilian airport Runway Clear Zone (RCA) or Runway Protection Zone, or within the military Airfield Clear Zone (CZ) or Accident Potential Zone/Approach Protection Zone (APZ), based upon information from the airport or military airfield administrator identifying the boundaries of such zones?	Yes Continue	No—Document and Proceed to Section 3— regulation does not apply.
Comply with 24 CFR Part 51, Subpart D. This may include providing a written notice to a prospective buyer or leaser of the potential hazards from airplane accidents and the potential that an airfield operator may wish to purchase the property. Maintain copies of the signed notice. For properties located in a military clear zone, make and document a determination of whether the use of the property is consistent with DOD guidelines. Notice Sample: http://www.hud.gov/offices/cpd/environment/review/qa/airporthazards.pdf		

Section 3. Coastal Barrier Resources Act

Section 58.6 also requires compliance with the Coastal Barrier Resources Act. There are no Coastal Barrier Resource Areas in Washington, Oregon, Alaska, or Idaho. Therefore, the Act does not apply.

Certification

A Request for Release of Funds (RROF) is not required for this project. The activity may be initiated without further environmental review beyond 24 CFR Part 58.6.

Name of project CFP AMP 15

Responsible Entity Signature _____

Name and Title (print) Roberta M. Correa, Mayor of Palatka

Date _____

Determination of Exemption and Determination of Categorical Exclusion (not subject to Section 58.5) 24 CFR 58.34(a) and 58.35(b)

Activity Name and Grant Number: **Site Improvements – CFP AMP 16 (FL29P057000016)**

Address: **Annie M. Spell Apartments, Laurel Street Homes
Palatka, Putnam County, FL 32177**

Activity Description: **CPTED/Landscaping/Exterior & Interior Rehab/RAD**

Funding Source: CDBG HOME ESG HOPWA EDI ICDBG NAHASDA Other:

√	The activity falls into the category below, which is listed at 24 CFR 58.34(a) as Exempt.
	1. Environmental and other studies, resource identification, and development of plans and strategies
	2. Information and financial services
	3. Administrative and management activities
	4. Public services that will not have a physical impact or result in any physical changes including but not limited to services concerned with: ▪ Employment ▪ Crime prevention ▪ Child care ▪ Health ▪ Recreation needs ▪ Drug abuse ▪ Education ▪ Counseling ▪ Energy conservation ▪ Welfare ▪ Other _____
	5. Inspections and testing of properties for hazards or defects
	6. Purchase of insurance
	7. Purchase of tools
	8. Engineering or design costs
	9. Technical assistance and training
	10. Temporary or permanent improvements that do not alter environmental conditions and are limited to activities to protect, repair or arrest the effects of disasters or imminent threats to public safety, including those resulting from physical deterioration.
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD
√	The activity falls into the category listed below, which is listed at 24 CFR 58.35(b) as a Categorically Excluded activity not subject to Section 58.5.
	1. Tenant-based rental assistance
	2. Supportive Services (including but not limited to): ▪ Health care ▪ Housing services ▪ Permanent housing placement ▪ Day care ▪ Nutritional services ▪ Short term payments for rent/mortgage/utility costs ▪ Assistance in gaining access to government benefits/services
	3. Operating Costs: ▪ Maintenance ▪ Security ▪ Operation ▪ Utilities ▪ Furnishings ▪ Equipment ▪ Supplies ▪ Staff training and recruitment

	4. Economic Development Activities: ▪ Equipment purchase ▪ Inventory financing ▪ Interest subsidy ▪ Operating costs ▪ Other expenses not associated with construction or expansion
	5. Activities to assist homeownership of existing or dwelling units under construction: ▪ Closing costs and down payment assistance to homebuyers ▪ Interest buydowns or other actions resulting in transfer of title
	6. Affordable housing pre-development costs ▪ Legal consulting ▪ Developer and other site-option costs ▪ Project financing ▪ Administrative costs for loan commitments, zoning approvals, and other activities which don't have a physical impact
	7. Approval of supplemental assistance (including insurance or guarantee) to a project previously approved under Part 58, if :the same responsible entity conducted the environmental review on the original project and re-evaluation of the environmental findings is not required under Section 58.47

24 CFR 58.6 Requirements

Section 1. Flood Disaster Protection Act

Are funds for acquisition (including equipment) or construction (including repair and rehabilitation) purposes?	Yes Continue	No Proceed to Section 2-Act does not apply
Is the Activity in an area identified as having special flood hazards (SFHA)? Identify FEMA flood map used to make this determination: _____ Community Name and Number _____ Map panel number and date	Yes Document and Continue	No Document and Proceed to Section 2-Act does not apply
Is the Community participating in the National Insurance Program (or has less than one year passed since FEMA notification of Special Flood Hazards)?	Yes-Document and follow instructions below.	No-Federal Assistance may not be used for this project.
Flood Insurance under the National Flood Insurance Program must be obtained and maintained for the economic life of the project, in the amount of the total project cost. A copy of the flood insurance policy declaration must be kept on file.		

Section 2. Airport Runway Clear Zones (Civil) and Accident Potential Zones (Military)

Does the project involve HUD assistance, subsidy or insurance for the purchase or sale of an existing property?	Yes Continue	No—Proceed to Section 3-- Regulation does not apply.
Is the project located within 2,500 feet of a civil airport or 15,000 feet of a military airfield?	Yes Continue	No—Document and Proceed to Section 3-- Regulation does not apply.
Is the project located within an FAA-designated civilian airport Runway Clear Zone (RCA) or Runway Protection Zone, or within the military Airfield Clear Zone (CZ) or Accident Potential Zone/Approach Protection Zone (APZ), based upon information from the airport or military airfield administrator identifying the boundaries of such zones?	Yes Continue	No—Document and Proceed to Section 3— regulation does not apply.
Comply with 24 CFR Part 51, Subpart D. This may include providing a written notice to a prospective buyer or leaser of the potential hazards from airplane accidents and the potential that an airfield operator may wish to purchase the property. Maintain copies of the signed notice. For properties located in a military clear zone, make and document a determination of whether the use of the property is consistent with DOD guidelines. Notice Sample: http://www.hud.gov/offices/cpd/environment/review/qa/airporthazards.pdf		

Section 3. Coastal Barrier Resources Act

Section 58.6 also requires compliance with the Coastal Barrier Resources Act. There are no Coastal Barrier Resource Areas in Washington, Oregon, Alaska, or Idaho. Therefore, the Act does not apply.

Certification

A Request for Release of Funds (RROF) is not required for this project. The activity may be initiated without further environmental review beyond 24 CFR Part 58.6.

Name of project CFP AMP 16

Responsible Entity Signature _____

Name and Title (print) Roberta M. Correa, Mayor of Palatka

Date _____

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan (All PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing OMB No. 2577-0226 Expires 3/31/2024
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Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, Robbi Correa, the Mayor certify that the 5-Year PHA Plan for fiscal years 2025-2029 and/or Annual PHA Plan for fiscal year 2025 of the FL057 - Palatka Housing Authority is consistent with the Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the City of Palatka pursuant to 24 CFR Part 91 and 24 CFR § 903.15.

Provide a description of how the PHA Plan's contents are consistent with the Consolidated Plan or State Consolidated Plan.

The PHA is a partner with the City of Palatka fulfilling affordable and workforce housing opportunities.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official:	Robbi Correa	Title:	Mayor
Signature:		Date:	

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure consistency with the consolidated plan or state consolidated plan.

Public reporting burden for this information collection is estimated to average 0.16 hours per year per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Form identification: FL057-Palatka Housing Authority form HUD-50077-SL (Form ID - 2178) printed by Rebecca Watkins in HUD Secure Systems/Public Housing Portal at 11/06/2024 10:21AM EST

ADOPT RESOLUTION 2025-R-07 granting a special events permit to DPI/DPE for Gem City Vintage Market to be held the first Saturday of each month through April 2025

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

DPI/DPE is requesting road closures of South 7th street from St. Johns Ave to Oak Street. No amplified sound or alcohol will be present.

BACKGROUND

This once-a-month event will take place the first Saturday of each month. The vendors will be selling quality vintage and homemade items.

PROJECT ANALYSIS

Special events team met and agreed upon request. Community Affairs will present it to the Commissioners for approval. Staff recommends approving the application through the end of April 2025.

Staff Recommendation

Adopt Resolution

ATTACHMENTS

1.	2025-r-07
2.	Gem City Vintage Sale_application

RESOLUTION NO. 2025-R-07

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
GRANTING A SPECIAL EVENTS PERMIT TO DPI/DPE
FOR GEM CITY VINTAGE MARKET TO BE HELD THE
FIRST SATURDAY OF EACH MONTH THROUGH APRIL
2025; SETTING FORTH THE PROVISIONS OF THE
PERMIT; GRANTING PERMISSION FOR THE EVENT;
AND PROVIDING FOR SCRIVENER’S ERRORS**

WHEREAS, DPI/DPE has made an application to the City of Palatka for a special event permit for Gem City Vintage Market;

WHEREAS, the City of Palatka’s Special Events Committee has met to review the submitted application to assess any additional services necessary for the Special event to provide public safety and/or assistance for the function; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF PALATKA, FLORIDA:

Section 1: That Special Events Permit is hereby granted to DPI/DPE with the following provisions and stipulations:

- a.** A Class “B” Special Events Permit is hereby granted for the event to be held on the first Saturday of each month during the hours provided in the application through the end of April 2025;
- b.** Road closures of South 7th street from St. Johns Ave to Oak Street;

Section 2: 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 City Commission of the City of Palatka, Florida, on this 9th day of January 2025.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

ACTING CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

6 months

Sitemap



Date Received: 09-13-2024

Permit Classification: ~~A~~ B

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Sam Deputy
Address: P.O. Box 832 Email: deputysaftie@gmail.com
Palatka, FL 32177 Phone: 388-983-4897

2. Secondary Contact: _____
Address: _____ Email: _____
Phone: _____

3. Event Sponsor/Organization: DPI/DPE

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Gem City Vintage Market

5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):

Vintage Sale - Vendors selling good that quality as antique or Vintage. Handmade items would also be welcome. No Food Trucks - using Magnolia/This and That.

DPI/DPE would provide a Welcome spot for local information.

6. Event Location (911 Address): South 7th - St Johns to Oak Street

7. Road Closures: ex. St. Johns Avenue from First Street to Second Street

<u>South 7th</u>	from	<u>St. Johns Ave</u>	to	<u>Oak Street</u>
_____	from	_____	to	_____
_____	from	_____	to	_____
_____	from	_____	to	_____
_____	from	_____	to	_____
_____	from	_____	to	_____
_____	from	_____	to	_____
_____	from	_____	to	_____

every first Saturday.

8. Onsite representatives during the event:

~~X~~ Officers

No Trash can

Name: Val Ingemall

Cell Phone: _____

Name: _____

Cell Phone: _____

9. Please fill in below for each day within the event.

Date(s) of Event: Hours: Amplified Sound: Alcohol: Attendance

Setup:

____/____/____ ____:____ to ____:____ ____:____ to ____:____ ____:____ to ____:____

Event: First Saturday monthly

8:00 To 2:00 p.m.

1/4/25 8:00 to 2:00 ____:____ to ____:____ ____:____ to ____:____ _____

____/____/____ ____:____ to ____:____ ____:____ to ____:____ ____:____ to ____:____ _____

____/____/____ ____:____ to ____:____ ____:____ to ____:____ ____:____ to ____:____ _____

____/____/____ ____:____ to ____:____ ____:____ to ____:____ ____:____ to ____:____ _____

____/____/____ ____:____ to ____:____ ____:____ to ____:____ ____:____ to ____:____ _____

____/____/____ ____:____ to ____:____ ____:____ to ____:____ ____:____ to ____:____ _____

____/____/____ ____:____ to ____:____ ____:____ to ____:____ ____:____ to ____:____ _____

Breakdown:

____/____/____ ____:____ to ____:____ ____:____ to ____:____ ____:____ to ____:____

2:00 p.m. to 3:00 p.m.

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

200

11. Number and type of auxiliary vehicles/ equipment:

____ Watercraft ____ Aircraft ____ Utility Vehicles/Golf Carts ____ Other: _____

12. Any special effects or pyrotechnics (i.e. explosives, hazardous materials, discharging weapons, incendiary devices)? If yes, please describe and list contractor contact information.

Include date and time:

____/____/____ ____:____ to ____:____ ____:____ to ____:____

13. Will transport vehicles be utilized? If so, please describe.

14. Number of staff/ volunteer: 4 Uniform identification: Badges / T-shirts

REQUIRED ATTACHMENTS

- ☐ Site Plan (see checklist)
 - Parking
 - Number and location of food vendors
 - Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands
 - Street Closures/Barricades/Detours
 - Garbage Containers
 - Parade/Marching Route
 - Event Headquarters
 - Number and location of temporary signs/banners
 - Sound system(s) location
 - Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.
 - Main emergency vehicle access to site
 - Location of security and emergency vehicle parking on site
 - Carnival location (if any)
 - Number/location of portable toilets
- ☐ Tentative Schedule of Events
- ☐ 501(C) (3) Certificate of Exemption # _____
- ☐ Nonprofit articles of incorporation, charter and mission statement
- ☐ Consent letter (event property): property owners on which special event location is held if not city owned
- ☐ Fire resistive rating certificates (tents, fabrics, etc.)
- ☐ Example of special event vendor permits provided
- ☐ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
 - List certificates required: _____
- ☐ Alcohol liability certificate of insurance- city as "additional insured"
- ☐ Alcohol license (copy)
- ☐ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

All Special Event Application submittals must include deposit fee before dates can be secured. Submission of a Special Event Application **does not** guarantee authorization for the event in question. Each application will require review by the Special Event Review Committee, where specific requirements, conditions and/or modifications, and additional fees (security, waste, etc.) may be applied.

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

- ☐ **CLASS A:** \$300.00 per day (attendance: 1,001 and up per day) **Permit Filing Deadline: 60 days prior to event**
- ☐ **CLASS B:** \$100.00 per day (attendance: 101 - 1,000 per day) **Permit Filing Deadline: 60 days prior to event**

- ☐ **CLASS C:** \$50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Cultural Resources Department office at 386-326-2704 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

Sec. 50-222. Indemnification/insurance; liquor liability insurance.

- (a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
 - (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
 - (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.
- (b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than \$1,000,000.00 per person for bodily injury or death, \$2,000,000.00 per occurrence for bodily injury or death and \$500,000.00 per occurrence for property damage, naming the city as "additional insured".
- (c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of \$500,000.00 which shall name the city as additional insured.

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of facilities pursuant to this agreement, and agrees to pay the CITY for all damages caused to the facilities resulting from the user's activities hereunder.

The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.

Signature of Applicant

Sam Deputy

Name of Facility being used

17th Street

Print Name of Applicant

Sam Deputy

Date of Use

1st Sat of 17 Month

State of Florida

County of

Putnam

The foregoing application is acknowledged before me this 2nd day of May, 2024, by _____, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



Mary Kay Brammell

Signature of Notary Public, State of Florida

- (d) Nothing in this section shall be construed to effect in any way the city's rights, privileges and immunities as set forth in F.S. § 768.28.

(Ord. No. 10-34, (Exh. 1), 12-9-2010)

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages, or cause of actions for any personal injury, loss of life, or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee, and/or any other persons.

CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.

Sam Deputy
Signature of Applicant

5-2-24
Date

State of Florida County of Putnam

The foregoing application is acknowledged before me this 2nd day of May, 2024, by Sam Deputy, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



Mary Kay Brammell
Signature of Notary Public, State of Florida

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date

Special Events Vendor Requirements

ADOPT RESOLUTION 2025-R-08 granting a special events permit to The African American Cultural Arts Council for the Annual MLK festival to be held on January 20, 2025

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

African American Cultural Arts Council is requesting road closures of Memorial Parkway from St. Johns to Second Street. They are also requesting 4 trash cans and that there are 2 Police officers on site during the event.

BACKGROUND

Festival with music and vendors.

PROJECT ANALYSIS

Special events team met and agreed upon request. Community Affairs will present it to the Commissioners for approval.

Staff Recommendation

ADOPT RESOLUTION

ATTACHMENTS

1.	2025-R-08
2.	Annual MLK walk Jan 20, 2025_application

RESOLUTION NO. 2025-R-08

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
GRANTING A SPECIAL EVENTS PERMIT TO THE
AFRICAN AMERICAN CULTURAL ARTS COUNCIL FOR
THE ANNUAL MLK FESTIVAL TO BE HELD ON
JANUARY 20, 2025; SETTING FORTH THE PROVISIONS
OF THE PERMIT; GRANTING PERMISSION FOR THE
EVENT; AND PROVIDING FOR SCRIVENER’S ERRORS**

WHEREAS, the African American Cultural Arts Council has made an application to the City of Palatka for a special event permit for the Annual MLK festival;

WHEREAS, the City of Palatka’s Special Events Committee has met to review the submitted application to assess any additional services necessary for the Special event to provide public safety and/or assistance for the function; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF PALATKA, FLORIDA:

Section 1: That Special Events Permit for The African American Cultural Arts Council is hereby granted to Pamela Brown for the annual MLK festival with the following provisions and stipulations:

- a.** A Class “B” Special Events Permit is hereby granted for the event to be held January 20th, 2025, during the hours provided in the application.
- b.** Road closures of Memorial Parkway from St. Johns Ave. to 2nd Street.

Section 2: 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 City Commission of the City of Palatka, Florida, on this 9th day of January 2025.

CITY OF PALATKA

By: _____
Its Mayor

ATTEST:

Acting City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Pamela Brown
Address: 142 Live Oak St. Email: phdelta3@gmail.com
San Mateo, FL 32187 Phone: 386.546.6064
2. Secondary Contact: Lalita Thomas
Address: 2406 Leigh Terr Email: Sistanamen@gmail.com
Palatka, FL 32177 Phone: 386.546-0011
3. Event Sponsor/Organization: Africa American Cultural Arts Council
Attach a certificate of Tax Exemption if applicable.
4. Name of Event: Annual MLK Day Festival
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):
Festival with Music + Vendors

6. Event Location (911 Address): 1000 Memorial Parkway, Palatka, FL
 7. Road Closures: ex. St. Johns Avenue from First Street to Second Street
Memorial Parkway from St. Johns to Second St.
- | | | |
|-------|------------|----------|
| _____ | from _____ | to _____ |
| _____ | from _____ | to _____ |
| _____ | from _____ | to _____ |
| _____ | from _____ | to _____ |
| _____ | from _____ | to _____ |
| _____ | from _____ | to _____ |
| _____ | from _____ | to _____ |
| _____ | from _____ | to _____ |

8. Onsite representatives during the event:

Name: Patricia Brown
Name: Latita Thomas

Cell Phone: 386.546.6064
Cell Phone: 386.546.0011

9. Please fill in below for each day within the event.

Date(s) of Event: Hours: Amplified Sound: Alcohol: Attendance

Setup:

1/20/25 8:00^{am} to 10:00^{am} 10:00^{am} to 4:00^{pm} : to : : to :

Event:

1/20/25 10:00^{am} to 4:00^{pm} : to : : to : : to :
: to : : to : : to :
: to : : to : : to :
: to : : to : : to :
: to : : to : : to :
: to : : to : : to :
: to : : to : : to :

Breakdown:

1/20/25 4:00^{pm} to 6:00^{pm} : to : : to :

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

100 - 150 persons

11. Number and type of auxiliary vehicles/ equipment:

Watercraft Aircraft ☒ Utility Vehicles/Golf Carts Other:

12. Any special effects or pyrotechnics (i.e. explosives, hazardous materials, discharging weapons, incendiary devices)? If yes, please describe and list contractor contact information.

N/A

Include date and time:

: to : : to :

13. Will transport vehicles be utilized? If so, please describe.

14. Number of staff/ volunteer: 10-15 Uniform identification: Badges

REQUIRED ATTACHMENTS

- ☐ Site Plan (see checklist)
 - Parking
 - Number and location of food vendors
 - Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands
 - Street Closures/Barricades/Detours
 - Garbage Containers
 - Parade/Marching Route
 - Event Headquarters
 - Number and location of temporary signs/banners
 - Sound system(s) location
 - Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.
 - Main emergency vehicle access to site
 - Location of security and emergency vehicle parking on site
 - Carnival location (if any)
 - Number/location of portable toilets
- ☐ Tentative Schedule of Events
- ☒ 501(C) (3) Certificate of Exemption # _____
- ☐ Nonprofit articles of incorporation, charter and mission statement
- ☐ Consent letter (event property): property owners on which special event location is held if not city owned
- ☐ Fire resistive rating certificates (tents, fabrics, etc.)
- ☐ Example of special event vendor permits provided
- ☐ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
 - List certificates required: _____
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- ☐ Alcohol license (copy)
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SPECIAL EVENTS FEES

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- ☐ **CLASS C:** \$50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

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Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

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Sec. 50-222. Indemnification/insurance; liquor liability insurance.

- (a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
 - (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
 - (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.
- (b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than \$1,000,000.00 per person for bodily injury or death, \$2,000,000.00 per occurrence for bodily injury or death and \$500,000.00 per occurrence for property damage, naming the city as "additional insured".
- (c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of \$500,000.00 which shall name the city as additional insured.

(d) Nothing in this section shall be construed to effect in any way the city's rights, privileges and immunities as set forth in F.S. § 768.28.

(Ord. No. 10-34. I(Exh. 1), 12-9-2010)

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages, or cause of actions for any personal injury, loss of life, or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee, and/or any other persons.

CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.

Pamela Brown
Signature of Applicant

12-11-24
Date

State of Florida County of Putnam

The foregoing application is acknowledged before me this 11th day of Dec, 2024, by Pamela Brown, who is personally known to me, or who has/have produced _____ as identification.



[Signature]
Signature of Notary Public, State of FL

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date

Special Events Vendor Requirements

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. **Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.**
2. Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap. **Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.**
3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70. **Make sure all cord connections are off the ground and protected by GFCI. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.**
4. A 44" accessible clear path maintained on all city sidewalks. FBC Ch.11. **Sometimes vendors pile boxes behind their tent. Make sure the public has at least a 44" clear path on the sidewalks.**
5. Generators will be located to the rear of a vendor space, have a fire extinguisher, and be sound deadened. **Make sure the generator has a muffler and well away from public and combustibles. Must have extinguisher. Make sure the gas can is stored in a safe place away from an ignition source.**

Food Vendors

1. All food vendors must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (Tag showing inspection within 1 year of event date). **Same as a regular inspection tag check.**
2. Vendors deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company. **In addition to the ABC, they must have a K class. No K, no frying.**
3. Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1. **Check fire retardant label on the tent and on the side curtains.**
4. Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96. **If they want to cook meats inside a concession trailer, they must have a hood and suppression system. No exceptions.**
5. The Department of Business and Professional Regulation will inspect all vendors prior to opening for business. Event staff will coordinate the overall inspection time.

Exceptions:

- a. Non-profit organizations. The vendor must have a State of Florida Tax Exemptions Certificate, issued in the name of the vendor on site.
- b. Vendors selling food items not prepared on site, i.e. pre-packaged. **The exceptions a. and b. are only for state inspectors. All vendors must comply with the city's special event requirements.**

Vendor RV Camping

1. Temporary camping with motor homes, 5th wheels, and travel trailers is permitted in coordination with the event staff. No tent camping is allowed.
2. Under NO circumstances will any gray or black water be dumped, except into a proper disposal facility (At this time, the City of Palatka does not have a disposal facility within the city). Unauthorized dumping will be met with stiff penalties and expulsion from the event.
3. Parking of RV campers will insure that no driveway, street, or parking lot is blocked or obstructing traffic.
4. Campers will be locked when not occupied.
5. Permission to connect to utilities will only be authorized by event staff.
6. A placard issued by the event staff will identify vendor RVs.

City of Palatka
Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of facilities pursuant to this agreement, and agrees to pay the CITY for all damages caused to the facilities resulting from the user's activities hereunder.

The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.

Pamela Brown

Signature of Applicant

Name of Facility being used

Pamela Brown

Print Name of Applicant

Date of Use

State of Florida County of Putnam

The foregoing application is acknowledged before me this 11th day of Dec, 2024, by Pamela Brown, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



[Signature]
Signature of Notary Public, State of FL

ADOPT RESOLUTION 2025-R-09 granting a special events permit to DPI/DPE for Historic Palatka Treasure Market to be held March 15 and October 11, 2025.

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

DPI/DPE is requesting road closures of St. Johns Ave from 4th Street to 9th Street, 2 Police officers and 8 trash cans. Sam Deputy is requesting 2 Police officers and 8 trash cans.

BACKGROUND

Twice a year garage sale. Dates this year are March 15th, 2025, and October 11th, 2025.

PROJECT ANALYSIS

Special events team met and agreed upon request. Community Affairs will present it to the Commissioners for approval each year.

Staff Recommendation

ADOPT RESOLUTION

ATTACHMENTS

1.	Historic Palatka Treasure Market_resolution
2.	Historic Palatka Treasure Market_application

RESOLUTION NO. 2025-R-09

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
GRANTING A SPECIAL EVENTS PERMIT TO DPI/DPE
FOR HISTORIC PALATKA TREASURE MARKET TO BE
HELD MARCH 15, 2025 AND OCTOBER 11, 2025. SETTING
FORTH THE PROVISIONS OF THE PERMIT; GRANTING
PERMISSION FOR ROAD CLOSURES; AND PROVIDING
FOR SCRIVENER’S ERRORS**

WHEREAS, Sam Deputy with DPI/DPE has made an application to the City of Palatka for a special event permit for Historic Palatka Treasure Market;

WHEREAS, the City of Palatka’s Special Events Committee has met to review the submitted application to assess any additional services necessary for the Special event to provide public safety and/or assistance for the function; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF PALATKA, FLORIDA:

Section 1: That Special Events Permit for DPI/DPE is hereby granted to Sam Deputy for Historic Palatka Vintage Market with the following provisions and stipulations:

- a.** A Class “B” Special Events Permit is hereby granted for the event to be held twice a year. The first one will be March 15, 2025, and on October 11th, 2025, during the hours provided in the application.
- b.** Road closures of St. Johns Ave. from 4th Street to 9th street.

Section 2: 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 City Commission of the City of Palatka, Florida, on this 9th day of January 2025.

CITY OF PALATKA

By: _____
ITS MAYOR

ATTEST:

ACTING CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Sam Deputy
Address: 623 St. Johns Email: deputy attic@gmail.com
Palatka, Fl. 32177 Phone: 386-983-4897
2. Secondary Contact: _____
Address: _____ Email: _____
_____ Phone: _____
3. Event Sponsor/Organization: _____
- Attach a certificate of Tax Exemption if applicable.
4. Name of Event: Historic Palatka Treasure Market
5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):

Garage Sale - Twice a year

- [illegible]

8. Onsite representatives during the event:

Name: Sam Deputy

Cell Phone: 386 983-4897

Name: Val Ingammell

Cell Phone: _____

9. Please fill in below for each day within the event.

Date(s) of Event: Hours: Amplified Sound: Alcohol: Attendance

Setup:

Oct 11th
March 15th

1/1/ 7:00 to 8:00 to to

Event:

1/1/ 8:00 to 2:00pm to to

 / / to to to

 / / to to to

 / / to to to

 / / to to to

 / / to to to

 / / to to to

Breakdown:

 / / to to to

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

11. Number and type of auxiliary vehicles/ equipment:

_____ Watercraft _____ Aircraft _____ Utility Vehicles/Golf Carts _____ Other: _____

12. Any special effects or pyrotechnics (i.e. explosives, hazardous materials, discharging weapons, incendiary devices)? If yes, please describe and list contractor contact information.

Include date and time:

 / / to to

13. Will transport vehicles be utilized? If so, please describe.

14. Number of staff/ volunteer: _____ Uniform identification: _____

REQUIRED ATTACHMENTS

- ☐ Site Plan (see checklist)
 - Parking
 - Number and location of food vendors
 - Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands
 - Street Closures/Barricades/Detours
 - Garbage Containers
 - Parade/Marching Route
 - Event Headquarters
 - Number and location of temporary signs/banners
 - Sound system(s) location
 - Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.
 - Main emergency vehicle access to site
 - Location of security and emergency vehicle parking on site
 - Carnival location (if any)
 - Number/location of portable toilets
- ☐ Tentative Schedule of Events
- ☐ 501(C) (3) Certificate of Exemption # _____
- ☐ Nonprofit articles of incorporation, charter and mission statement
- ☐ Consent letter (event property): property owners on which special event location is held if not city owned
- ☐ Fire resistive rating certificates (tents, fabrics, etc.)
- ☐ Example of special event vendor permits provided
- ☐ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
 - List certificates required: _____
- ☐ Alcohol liability certificate of insurance- city as "additional insured"
- ☐ Alcohol license (copy)
- ☐ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

All Special Event Application submittals must include deposit fee before dates can be secured. Submission of a Special Event Application **does not** guarantee authorization for the event in question. Each application will require review by the Special Event Review Committee, where specific requirements, conditions and/or modifications, and additional fees (security, waste, etc.) may be applied.

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

- ☐ **CLASS A:** \$300.00 per day (attendance: 1,001 and up per day) Permit Filing Deadline: 60 days prior to event
- ☐ **CLASS B:** \$100.00 per day (attendance: 101 - 1,000 per day) Permit Filing Deadline: 60 days prior to event

- ☐ **CLASS C:** \$50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Cultural Resources Department office at 386-326-2704 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

Sec. 50-222. Indemnification/insurance; liquor liability insurance.

- (a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
 - (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
 - (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.
- (b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than \$1,000,000.00 per person for bodily injury or death, \$2,000,000.00 per occurrence for bodily injury or death and \$500,000.00 per occurrence for property damage, naming the city as "additional insured".
- (c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of \$500,000.00 which shall name the city as additional insured.

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.
2. Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap. Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.
3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70. Make sure all cord connections are off the ground and protected by GFCI. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.
4. A 44" accessible clear path maintained on all city sidewalks. FBC Ch.11. Sometimes vendors pile boxes behind their tent. Make sure the public has at least a 44" clear path on the sidewalks.
5. Generators will be located to the rear of a vendor space, have a fire extinguisher, and be sound deadened. Make sure the generator has a muffler and well away from public and combustibles. Must have extinguisher. Make sure the gas can is stored in a safe place away from an ignition source.

Food Vendors

1. All food vendors must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (Tag showing inspection within 1 year of event date). Same as a regular inspection tag check.
2. Vendors deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company. In addition to the ABC, they must have a K class. No K, no frying.
3. Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1. Check fire retardant label on the tent and on the side curtains.
4. Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96. If they want to cook meats inside a concession trailer, they must have a hood and suppression system. No exceptions.
5. The Department of Business and Professional Regulation will inspect all vendors prior to opening for business. Event staff will coordinate the overall inspection time.

Exceptions:

- a. Non-profit organizations. The vendor must have a State of Florida Tax Exemptions Certificate, issued in the name of the vendor on site.
- b. Vendors selling food items not prepared on site, i.e. pre-packaged. The exceptions a. and b. are only for state inspectors. All vendors must comply with the city's special event requirements.

Vendor RV Camping

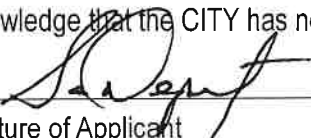
1. Temporary camping with motor homes, 5th wheels, and travel trailers is permitted in coordination with the event staff. No tent camping is allowed.
2. Under NO circumstances will any gray or black water be dumped, except into a proper disposal facility (At this time, the City of Palatka does not have a disposal facility within the city). Unauthorized dumping will be met with stiff penalties and expulsion from the event.
3. Parking of RV campers will insure that no driveway, street, or parking lot is blocked or obstructing traffic.
4. Campers will be locked when not occupied.
5. Permission to connect to utilities will only be authorized by event staff.
6. A placard issued by the event staff will identify vendor RVs.

City of Palatka Indemnification & Hold Harmless Agreement

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of facilities pursuant to this agreement, and agrees to pay the CITY for all damages caused to the facilities resulting from the user's activities hereunder.

The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.

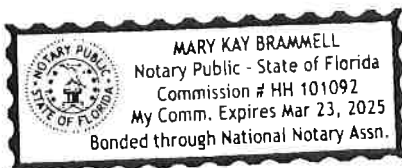
 ~~St~~ St John
Signature of Applicant Name of Facility being used

Sam Deputy
Print Name of Applicant Date of Use

State of Florida County of Putnam

The foregoing application is acknowledged before me this 2nd day of May, 2024, by Sam Deputy, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



Mary Kay Brammell
Signature of Notary Public, State of Florida

(d) Nothing in this section shall be construed to effect in any way the city's rights, privileges and immunities as set forth in F.S. § 768.28.

(Ord. No. 10-34, l(Exh. 1), 12-9-2010)

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages, or cause of actions for any personal injury, loss of life, or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee, and/or any other persons.

CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.

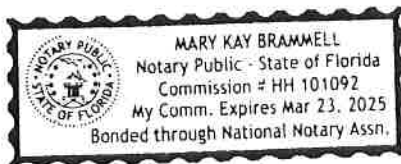
Sam Deputy
Signature of Applicant

5-2-24
Date

State of Florida County of Putnam

The foregoing application is acknowledged before me this 2nd day of May, 2024, by Sam Deputy, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



Mary Kay Brammell
Signature of Notary Public, State of Florida

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date

Special Events Vendor Requirements

ADOPT RESOLUTION 2025-R-10 granting a special events permit to DPE/DPI for St. Patrick's Day parade to be held March 17, 2025
DPE/DPI is requesting rolling patrol.

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

DPE/DPI is requesting road closures of St. Johns Ave from River Street to 11th street and rolling patrol.

BACKGROUND

St. Patrick's Day Parade

PROJECT ANALYSIS

Special events team met and agreed upon request. Community Affairs will present it to the Commissioners for approval.

Staff Recommendation

ADOPT RESOLUTION

ATTACHMENTS

1.	2025-r-10
2.	St Patricks Day Parade_application

RESOLUTION NO. 2025-R-10

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
GRANTING A SPECIAL EVENTS PERMIT TO DPI/DPE
FOR THE ST. PATRICKS DAY PARADE TO BE HELD ON
MARCH 17, 2025; SETTING FORTH THE PROVISIONS OF
THE PERMIT; GRANTING PERMISSION FOR ROAD
CLOSURES; AND PROVIDING FOR SCRIVENER’S
ERRORS**

WHEREAS, S DPI/DPE has made an application to the City of Palatka for a special event permit for St. Patrick’s Day Parade;

WHEREAS, the City of Palatka’s Special Events Committee has met to review the submitted application to assess any additional services necessary for the Special event to provide public safety and/or assistance for the function; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF PALATKA, FLORIDA:

Section 1: That Special Events Permit for DPI/DPE is hereby granted to Sam Deputy for Saint Patrick’s Day Parade with the following provisions and stipulations:

- a.** A Class “B” Special Events Permit is hereby granted for the event to be held March 17th, 2025, during the hours provided in the application.
- b.** Road closures of St. Johns Ave. from River Street to 11th Street.

Section 2: 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 City Commission of the City of Palatka, Florida, on this 9th day of January 2025.

CITY OF PALATKA, FLORIDA

By: _____
ITS MAYOR

ATTEST:

ACTING CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Sam Deputy
Address: 623 St. Johns Ave Email: deputy.sattic@gmail.com
Palatka, FL 32909 Phone: 386-983-4897

2. Secondary Contact: _____
Address: _____ Email: _____
Phone: _____

3. Event Sponsor/Organization: DPE/DPT

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: St Patrick's Parade

5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):

Memorial to 11th St Parade

Rolling patrol

Sending site map

6. Event Location (911 Address): _____

7. Road Closures: ex. St. Johns Avenue from First Street to Second Street

<u>St. Johns Ave</u>	from _____	to _____
	from <u>River St</u>	to <u>11th</u>
	from _____	to _____
	from _____	to _____
	from _____	to _____
	from _____	to _____
	from _____	to _____
	from _____	to _____

8. Onsite representatives during the event:

Name: Sam Deputy

Cell Phone: 386-983-4892

Name: _____

Cell Phone: _____

9. Please fill in below for each day within the event.

Date(s) of Event: **Hours:** **Amplified Sound:** **Alcohol:** **Attendance**

Setup:

3/17 4:30- :__ to __: :__ to __: :__ to __:

Event:

3/17/25 5:30 to 6:30 :__ to __: :__ to __: _____

__/__/__ :__ to __: :__ to __: :__ to __: _____

__/__/__ :__ to __: :__ to __: :__ to __: _____

__/__/__ :__ to __: :__ to __: :__ to __: _____

__/__/__ :__ to __: :__ to __: :__ to __: _____

__/__/__ :__ to __: :__ to __: :__ to __: _____

__/__/__ :__ to __: :__ to __: :__ to __: _____

Breakdown:

__/__/__ :__ to __: :__ to __: :__ to __:

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

11. Number and type of auxiliary vehicles/ equipment:

_____ Watercraft _____ Aircraft _____ Utility Vehicles/Golf Carts _____ Other: _____

12. Any special effects or pyrotechnics (i.e. explosives, hazardous materials, discharging weapons, incendiary devices)? If yes, please describe and list contractor contact information.

Include date and time:

__/__/__ :__ to __: :__ to __:

13. Will transport vehicles be utilized? If so, please describe.

14. Number of staff/ volunteer: 10

Uniform identification: Hsts

REQUIRED ATTACHMENTS

- ☐ Site Plan (see checklist)

Parking
Number and location of food vendors
Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands
Street Closures/Barricades/Detours
Garbage Containers
Parade/Marching Route
Event Headquarters
Number and location of temporary signs/banners
Sound system(s) location
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Main emergency vehicle access to site
Location of security and emergency vehicle parking on site
Carnival location (if any)
Number/location of portable toilets

- ☐ Tentative Schedule of Events
☐ 501(C) (3) Certificate of Exemption # _____
☐ Nonprofit articles of incorporation, charter and mission statement
☐ Consent letter (event property): property owners on which special event location is held if not city owned
☐ Fire resistive rating certificates (tents, fabrics, etc.)
☐ Example of special event vendor permits provided
☐ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)

List certificates required: _____

- ☐ Alcohol liability certificate of insurance- city as "additional insured"
☐ Alcohol license (copy)
☐ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

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Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

- ☐ **CLASS A:** \$300.00 per day (attendance: 1,001 and up per day) **Permit Filing Deadline: 60 days prior to event**
☐ **CLASS B:** \$100.00 per day (attendance: 101 - 1,000 per day) **Permit Filing Deadline: 60 days prior to event**

- ☐ **CLASS C:** \$50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

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- (a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
 - (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
 - (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.
- (b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than \$1,000,000.00 per person for bodily injury or death, \$2,000,000.00 per occurrence for bodily injury or death and \$500,000.00 per occurrence for property damage, naming the city as "additional insured".
- (c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of \$500,000.00 which shall name the city as additional insured.

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. **Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.**
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3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70. **Make sure all cord connections are off the ground and protected by GFCI. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.**
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5. Generators will be located to the rear of a vendor space, have a fire extinguisher, and be sound deadened. **Make sure the generator has a muffler and well away from public and combustibles. Must have extinguisher. Make sure the gas can is stored in a safe place away from an ignition source.**

Food Vendors

1. All food vendors must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (Tag showing inspection within 1 year of event date). **Same as a regular inspection tag check.**
2. Vendors deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company. **In addition to the ABC, they must have a K class. No K, no frying.**
3. Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1. **Check fire retardant label on the tent and on the side curtains.**
4. Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96. **If they want to cook meats inside a concession trailer, they must have a hood and suppression system. No exceptions.**
5. The Department of Business and Professional Regulation will inspect all vendors prior to opening for business. Event staff will coordinate the overall inspection time.

Exceptions:

- a. Non-profit organizations. The vendor must have a State of Florida Tax Exemptions Certificate, issued in the name of the vendor on site.
- b. Vendors selling food items not prepared on site, i.e. pre-packaged. **The exceptions a. and b. are only for state inspectors. All vendors must comply with the city's special event requirements.**

Vendor RV Camping

1. Temporary camping with motor homes, 5th wheels, and travel trailers is permitted in coordination with the event staff. No tent camping is allowed.
2. Under NO circumstances will any gray or black water be dumped, except into a proper disposal facility (At this time, the City of Palatka does not have a disposal facility within the city). Unauthorized dumping will be met with stiff penalties and expulsion from the event.
3. Parking of RV campers will insure that no driveway, street, or parking lot is blocked or obstructing traffic.
4. Campers will be locked when not occupied.
5. Permission to connect to utilities will only be authorized by event staff.
6. A placard issued by the event staff will identify vendor RVs.

City of Palatka Indemnification & Hold Harmless Agreement

(d) Nothing in this section shall be construed to effect in any way the city's rights, privileges and immunities as set forth in F.S. § 768.28.

(Ord. No. 10-34, I(Exh. 1), 12-9-2010)

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

- 1.) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the City of Palatka as an inducement to the granting of the permit.
- 2.) Any claims, suits, actions, damages, or cause of actions for any personal injury, loss of life, or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee, and/or any other persons.

CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND

AGREE TO BE BOUND BY SAME.



Signature of Applicant

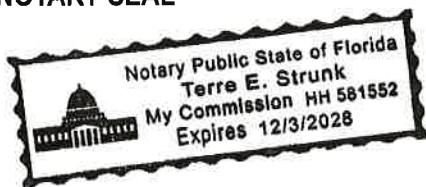
12-23-24

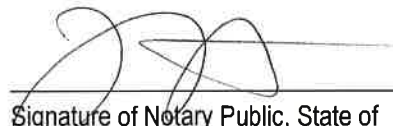
Date

State of Florida County of Dade

The foregoing application is acknowledged before me this 23 day of December, 2024, by _____, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL





Signature of Notary Public, State of Florida

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

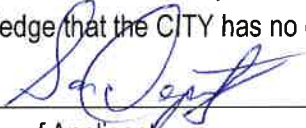
Date

Special Events Vendor Requirements

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

The BUSINESS and/or INDIVIDUAL expressly assume full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of facilities pursuant to this agreement, and agrees to pay the CITY for all damages caused to the facilities resulting from the user's activities hereunder.

The BUSINESS and/or INDIVIDUAL represents that its activities pursuant to this agreement will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. The BUSINESS and/or INDIVIDUAL acknowledge that the CITY has no duty to and will not provide supervision during the activity.


Signature of Applicant

Downtown
Name of Facility being used

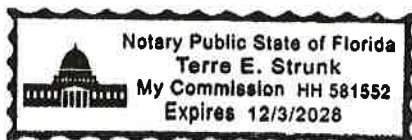
Sandy
Print Name of Applicant

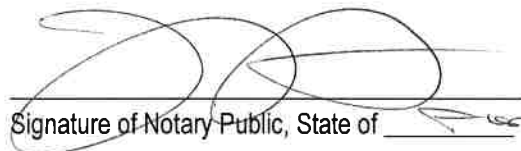
March 17-25
Date of Use

State of Florida County of Duval

The foregoing application is acknowledged before me this 23 day of March, 2024, by Sandy, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL




Signature of Notary Public, State of Florida

ADOPT RESOLUTION 2025-R-11 granting a special events permit to DPI/DPE for the Fourth of July Parade to be held July 4, 2025

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Sam Deputy with DPI/DPE is requesting road closures of St. Johns Ave from Memorial Parkway to 11th Street and rolling patrol. Sam Deputy with DPI/DPE is requesting rolling patrol.

BACKGROUND

Parade on Saint John's Ave.

PROJECT ANALYSIS

Special events team met and agreed upon request.

Staff Recommendation

ADOPT RESOLUTION

ATTACHMENTS

1.	Fourth of July Parade 2025_resolution
2.	Fourth of July Parade_application

RESOLUTION NO. 2025-R-11

**A RESOLUTION OF THE CITY OF PALATKA, FLORIDA,
GRANTING A SPECIAL EVENTS PERMIT TO DPI/DPE
FOR THE FOURTH OF JULY PARADE TO BE HELD ON
JULY 4TH 2025; SETTING FORTH THE PROVISIONS OF
THE PERMIT; GRANTING PERMISSION FOR ROAD
CLOSURES; AND PROVIDING FOR SCRIVENER’S
ERRORS**

WHEREAS, Sam Deputy with DPI/DPE has made an application to the City of Palatka for a special event permit for the Fourth of July Parade;

WHEREAS, the City of Palatka’s Special Events Committee has met to review the submitted application to assess any additional services necessary for the Special event to provide public safety and/or assistance for the function; and

WHEREAS, the Palatka City Commission finds that the approval of the Special Events Permit, as stipulated and described herein, is in the best interest of the event organizers, the City of Palatka and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF PALATKA, FLORIDA:

Section 1: That Special Events Permit for DPI/DPE is hereby granted to Sam Deputy for the Fourth of July Parade with the following provisions and stipulations:

- a.** A Class “B” Special Events Permit is hereby granted for the event to be held July 4th, 2025, during the hours provided in the application.
- b.** Road closures of St. Johns Ave. from Memorial Parkway to 11th street.

Section 2: 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 City Commission of the City of Palatka, Florida, on this 9th day of January 2025.

CITY OF PALATKA, FLORIDA

By: _____
ITS MAYOR

ATTEST:

ACTING CITY CLERK

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

APPLICATION FOR SPECIAL EVENT

1. Primary Contact: Sam Deputy
Address: 623 St Johns Ave. Email: deputy.sattic
Palatka, FL 32111 Phone: _____

2. Secondary Contact: _____
Address: _____ Email: _____
Phone: _____

3. Event Sponsor/Organization: PPZ / DAF 4:00 - cones @ 4:30

Attach a certificate of Tax Exemption if applicable.

4. Name of Event: Fourth of July Parade

5. Description of Event (event activities, such as concerts, street dances, races, contests/competitions, regattas, arts/crafts displays, still motion picture production, etc.):

St Parade on St. Johns Ave.

No permit fees since this is a Holiday.

starts @ Post office | Rolling Patrol

Sending map & flyer

6. Event Location (911 Address): St Johns Ave

7. Road Closures: ex. St. Johns Avenue from First Street to Second Street

_____	from _____	to _____
<u>St Johns</u>	from <u>Memorial</u>	to <u>11th St.</u>
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____
_____	from _____	to _____

8. Onsite representatives during the event:

Name: Sam Deputy

Cell Phone: 386-983-4897

Name: _____

Cell Phone: _____

9. Please fill in below for each day within the event.

Date(s) of Event: **Hours:** **Amplified Sound:** **Alcohol:** **Attendance**

Setup:

NO

NO

1/1 to : : to : : to :

Event:

7/4/25 5:00 to 6:00pm : to : : to :

/ / to : : to : : to :

/ / to : : to : : to :

/ / to : : to : : to :

/ / to : : to : : to :

/ / to : : to : : to :

/ / to : : to : : to :

Breakdown:

1/1 to : : to : : to :

10. Basis of estimated peak attendance (i.e. tickets sold, historical attendance, etc.)

11. Number and type of auxiliary vehicles/ equipment:

1 Watercraft 1 Aircraft 1 Utility Vehicles/Golf Carts 1 Other: _____

12. Any special effects or pyrotechnics (i.e. explosives, hazardous materials, discharging weapons, incendiary devices)? If yes, please describe and list contractor contact information.

Include date and time:

/ / to : : to :

13. Will transport vehicles be utilized? If so, please describe.

14. Number of staff/ volunteer: _____ Uniform identification: _____

REQUIRED ATTACHMENTS

- ☐ Site Plan (see checklist)
 - Parking
 - Number and location of food vendors
 - Number and location of arts and craft vendors, concessions and/or sponsor/promoter(s) stands
 - Street Closures/Barricades/Detours
 - Garbage Containers
 - Parade/Marching Route
 - Event Headquarters
 - Number and location of temporary signs/banners
 - Sound system(s) location
 - Location of temporary structures, fences, grandstands, bandstands, judges stands, bleachers, hospitality tents, booths, etc.
 - Main emergency vehicle access to site
 - Location of security and emergency vehicle parking on site
 - Carnival location (if any)
 - Number/location of portable toilets
- ☐ Tentative Schedule of Events
- ☐ 501(C) (3) Certificate of Exemption # _____
- ☐ Nonprofit articles of incorporation, charter and mission statement
- ☐ Consent letter (event property): property owners on which special event location is held if not city owned
- ☐ Fire resistive rating certificates (tents, fabrics, etc.)
- ☐ Example of special event vendor permits provided
- ☐ Special event certificate of insurance- city as "additional insured" (if carnival, aircraft or watercraft rides are planned, need certificates from those vendors)
 - List certificates required: _____
- ☐ Alcohol liability certificate of insurance- city as "additional insured"
- ☐ Alcohol license (copy)
- ☐ Signed Conditions and Agreement Form

SPECIAL EVENTS FEES

All Special Event Application submittals must include deposit fee before dates can be secured. Submission of a Special Event Application **does not** guarantee authorization for the event in question. Each application will require review by the Special Event Review Committee, where specific requirements, conditions and/or modifications, and additional fees (security, waste, etc.) may be applied.

15. ARTICLE IV SPECIAL EVENT ORDINANCE: FEES

Any private entity/ business(es) who are holding a function that impacts neighboring businesses/residents within the City limits and/or requires city services.

- ☐ **CLASS A:** \$300.00 per day (attendance: 1,001 and up per day) **Permit Filing Deadline: 60 days prior to event**
- ☐ **CLASS B:** \$100.00 per day (attendance: 101 - 1,000 per day) **Permit Filing Deadline: 60 days prior to event**

- ☐ **CLASS C:** \$50.00 per day (attendance: 1- 100 per day with limited impact on traffic and parking- events such as Weddings, Fishing tournaments with less than 40 boats, etc.) **Permit Filing Deadline: 30 days prior to event**

Arrangements for police services are **REQUIRED** for fishing tournaments with 70 boats or more. Fishing Tournaments and other large event organizers are required to arrange for auxiliary vehicle/trailer parking per accompanying guidelines.

THIS FORM IS INTENDED FOR RESERVATION PURPOSES ONLY AND DOES NOT CONSTITUTE PERMISSION FOR USES DISALLOWED UNDER PALATKA'S MUNICIPAL CODE. PERMISSION GRANTED FOR USE OF PUBLIC PROPERTY COVERS MUNICIPAL PARK AREAS AND OTHER AREAS WITHIN THE CITY LIMITS. IT **DOES NOT** INCLUDE PERMISSION TO CLOSE PUBLIC STREETS OR HINDER PRIVATE PROPERTY. **Organizers are required** to contact the City of Palatka Cultural Resources Department office at 386-326-2704 for pre-planning purposes. ORGANIZERS/APPLICANTS WILL BE NOTIFIED WITHIN 30 DAYS OF ANY COMMENTS THEY MAY HAVE PERTAINING TO THIS EVENT'S ANTICIPATED IMPACT WITHIN THE CITY LIMITS.

Acceptance of your application should in no way be construed as final approval or confirmation of your request.

Sec. 50-145. Any person or organization granted permission shall be bound by all park/city rules and regulations and all applicable ordinances as fully as though the same were inserted in this document, except for such rules and regulations as may be waived by such document or the City Commission.

Sec. 50-146. The person or persons to whom permission for use of city property is issued shall be liable for any loss, damage or injury sustained by any person whatsoever by reason of the negligence of the person or persons to whom such permission shall have been issued. Event liability insurance, naming the City of Palatka as an additional insured, is required prior to public events. Event liability insurance naming the City of Palatka as an additional insured is also required if a private event is taking place that will impact the City and the use of City Services.

ARTICLE V NOISE CONTROL Sec. 30-101 – 30-109: Permission for use of city property does not grant an automatic exemption to exceed maximum allowable noise levels. Complaints of adverse effects upon the community or surrounding neighborhood may result in revoking permission for use of City property for this activity.

Sec. 50-222. Indemnification/insurance; liquor liability insurance.

- (a) Prior to the issuance of a special event permit the applicant(s) shall execute an indemnification form which provides that the applicant(s) agrees to hold harmless and indemnify the city, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the city for:
 - (1) Any breach of the terms of the permit or any inaccuracy in or breach of any representation, warranty, or covenant made by the applicant(s) to the city as an inducement to the granting of the permit.
 - (2) Any claims, suits, actions, damages or cause of actions for any personal injury, loss of life or damages to personal or real property sustained by reason of, result of, or by presence of the applicant on public property by applicant's agents, employees, invitee and/or any other persons.
- (b) At least seven days prior to the first day of any special event, the applicant shall furnish to the special events coordinator proof of liability insurance protection, in an amount of not less than \$1,000,000.00 per person for bodily injury or death, \$2,000,000.00 per occurrence for bodily injury or death and \$500,000.00 per occurrence for property damage, naming the city as "additional insured".
- (c) If alcoholic beverages are to be dispensed, served, sold or distributed at an outdoor event, the applicant(s) shall in addition provide liquor liability insurance in the amount of \$500,000.00 which shall name the city as additional insured.

1. A 12 foot clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles. **Assure there is at least a 12 foot clearance for emergency vehicles to be able to pass. All streets must remain open at all times. Make sure an apparatus can have a straight path and not have to zig zag around tents. Barricades can be used to close traffic, but no permanent blockages such as tents, vehicles, concession trailers, pools, etc.**
2. Temporary vendor tents and/or canopies of 200 square feet or less and without food preparation are exempt from fire retardant requirements. Tent stakes, guide ropes, etc. will be clearly marked with a visible warning, i.e. flag, barricade tape, or protective cap. **Protect from injuries by making sure there is some highly visible tape or protection cover over tent stakes.**
3. Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFIC protected. NFPA 70. **Make sure all cord connections are off the ground and protected by GFCI. If they have a cord or hose crossing a sidewalk, they need to tape it down or cover with a carpet to prevent trip hazards. If possible, run the cord overhead.**
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4. Campers will be locked when not occupied.
5. Permission to connect to utilities will only be authorized by event staff.
6. A placard issued by the event staff will identify vendor RVs.

City of Palatka Indemnification & Hold Harmless Agreement

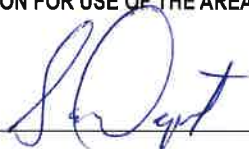
(d) Nothing in this section shall be construed to effect in any way the city's rights, privileges and immunities as set forth in F.S. § 768.28.

(Ord. No. 10-34, l(Exh. 1), 12-9-2010)

The applicant(s) agrees to hold harmless and indemnify the City of Palatka, its officers, agents and employees against any loss, damage, or expense (including all costs and reasonable attorney's fees) suffered by the City of Palatka for:

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- 2.) Any claims, suits, actions, damages, or cause of actions for any personal injury, loss of life, or damages to personal or real property sustained by reason of, result of, or by presence of the applicant(s) on public property by applicant's agents, employees, invitee, and/or any other persons.

CERTIFICATION: I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS UNDER WHICH THE CITY OF PALATKA HAS GRANTED PERMISSION FOR USE OF THE AREA DEFINED ON PAGE ONE OF THIS APPLICATION FOR THE PURPOSE STATED HEREIN, AND AGREE TO BE BOUND BY SAME.



Signature of Applicant

12-23-24

Date

State of Florida County of Polk

The foregoing application is acknowledged before me this 23 day of December, 2024, by San J. Spalding, who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL





Signature of Notary Public, State of Florida

APPLICATION APPROVED

Special Events Coordinator

Date

Chief of Police

Date

Special Events Vendor Requirements

The BUSINESS and/or INDIVIDUAL agrees to indemnify and hold the City and its officers, agents, and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of in connection with the use of the facilities described herein. It is the intention of the BUSINESS and/or INDIVIDUAL that the CITY and its officers, agents, and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries either in person or property.

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[Signature] _____
Signature of Applicant Name of Facility being used

San Diego _____
Print Name of Applicant Date of Use

State of Florida County of Polk

The foregoing application is acknowledged before me this 23 day of December, 2024, by [Signature], who is personally known to me, or who has/have produced _____ as identification.

NOTARY SEAL



[Signature]
Signature of Notary Public, State of Florida

DISCUSSION/DIRECTION - Re: Interim City Manager
DISCUSSION/DIRECTION - Re: Interim City Manager

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Commission to provide contract amount and terms for Terrill Hill for the position of Interim City Manager

BACKGROUND

This item was placed on the agenda during the November 14th commission meeting. The item was tabled with directions given at that time for HR and Legal to work with the appointed liaison Commissioner Jones to finalize an offer to be made to Mr. Hill in regard to the Interim City Manager position. This offer in the amount of \$5,296.05 bi-weekly was provided to Mr. Hill on November 21, 2024, after all input was received. Mr. Hill at that time made a counter-offer in the amount of \$6,400 bi-weekly. In communication with the liaison and legal counsel, the counter-offer which was made according to legal counsel, voided the existing contract, therefore having new negotiations to be made. With no agreement on salary and terms, the liaison position was deemed complete. It was recommended by the liaison that until the Mayor and the commissions advise further, the city manager search will continue and Marcia Carty continues to serve in the dual role of Interim City Manager and Finance Director.

PROJECT ANALYSIS

Staff Recommendation

A new negotiation with Mr. Hill, regarding the position of Interim City Manager, is being brought back to the commission for salary/term agreements.

ATTACHMENTS

None

DISCUSSION/DIRECTION - Team Building

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

BACKGROUND

In early December, the Human Resources Department reached out to all vendors to assess their availability for a workshop towards the end of January. Below is a summary of the responses received:

Dinahsty's Consulting Services: Will be available for a workshop towards the end of January.

Akramoff Consulting, LLC: Will be available for a workshop towards the end of January.

Bono Communications & Marketing, LLC: As of now is available from January 22 through January 31, with the exception of January 28th.

While the vendors have confirmed interest, they have requested clarification on the specific expectations and goals of the workshop to draft new, tailored proposals.

PROJECT ANALYSIS

Staff Recommendation

For the commission to provide us with guidance of what their expectations will be with the teambuilding workshop.

ATTACHMENTS

1.	AKRMOFF
2.	BONO
3.	DINAHSTY'S

AKRAMOFF

City of Palatka Team Building Workshop



Proposal

PREPARED BY AKRAMOFF CONSULTING, LLC



TEAM BUILDING WORKSHOP:

CITY OF PALATKA

PROPOSAL

Akramoff Consulting is prepared to conduct a Leadership team-building workshop for the City of Palatka. The commission has requested these workshops to include the department heads of the city.

The session concentrates on identifying obstacles and issues that might inhibit a productive city operation. Agreements on how the team will define its culture and how individuals and the team will participate will be developed.

Also included in the six – to seven-hour session will be developing skills and strategies that will allow the team members to productively deal with and communicate about workplace stress, conflict, and internal and external customer interactions.

Specific goals of the project include the review of the following:

- Create a more cohesive Leadership Team
- Improve understanding of roles and the challenges of holding those roles.
- Have clarity on how to best meet the challenges that face Palatka.
- Agree on a strategy to manage the inevitable conflict that arises from the crucial services that the Commission and Staff provide.
- Solidify the team's commitment to meet the needs of the City of Palatka.

It will be important to have follow-up team check-ins. This allows for support and adjustment to be made for issues that arise and permits the team to implement the strategies in a productive manner and remain consistent throughout the process.

A summary of each session's accomplishments, agreements, and work items will be provided by the Akramoff Team after the session.

Email: glenn@akramoff.com

Phone: (425) 760-5126

Website: akramoff.com

AKRAMOFF

Glenn Akramoff 2
Founder

*"Before you are
a leader, success
is all about
growing
yourself. When
you become a
leader, success is
all about
growing others."
-Jack Welch*



APPROACH

Akramoff has developed a detailed approach to this project, including multiple phases to quickly provide the most effective team-building process.

1. **Workshop Preparation meetings** – Meetings will be scheduled via phone or Zoom with each participant to ensure the agenda reflects the entire group's needs. The process will yield vital themes used to develop exercises. Scheduling the event will occur during this time.
2. **Agenda Development** – Once all the preparation meetings are completed a draft agenda will be developed and prepared for the Mayor and City Manager for consideration. A final version of the agenda will be provided to all participants at least a week in advance of the workshop.
3. **Workshop** – the consultant will facilitate the workshop.
4. **Workshop Summary** – The consultant team will provide a summary report to the participants once the workshop is completed. This will include action items and agreements.
5. **Follow up** – The consultant will follow up with participants at 30, 60, and 120 days to ensure the Leadership Team continues to move forward.

PROPOSED CONSULTANT TEAM FOR THIS WORK

Mr. Glenn Akramoff will be the on-site service delivery lead, and primary consultant, with backup and supporting resources provided by Lisa Wiley, Executive Assistant and Certified Human Resource Generalist.

REFERENCES

Akramoff References

Jeff Brauns, Newcastle Public Works Director

JeffB@newcastlewa.gov

425 386-4124

Angie Feser, Edmonds Parks Director

Angie.Feser@edmondswa.gov

425 771- 0256

Julie Underwood, Public Works Director City of Kirkland

Email: glenn@akramoff.com

Phone: (425) 760-5126

Website: akramoff.com

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Founder



JUnderwood@kirklandwa.gov
(425) 587-3802

Further references can be provided upon request.

SAMPLE AGENDA:

Introduction

- I. Opening statements
- II. Meeting purpose – **"To be determined."**
- III. Ground rules
- IV. Ice Breaker
- V. Leadership Exercise

Team Building

- I. What is getting in the way of leading success?
- II. What kind of Leaders do we want to be?
- III. Boundaries and roles

Break

Creating a World Class team

- I. Being there for the team
- II. Connection – Bridging the gap
- III. Getting the work done – What to focus on
- IV. Being a resource – For each other
- V. Handling Emergencies - Calm and effective
- VI. Marketing - telling the story
- VII. Being an Effective Leadership Team

Lunch

Our Commitment

- I. To Ourselves
- II. To the Team
- III. To the Mission
- IV. To our Customers

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Break

Visioning for 2023

- I. What have we learned in 2023 that can lead to a great 2024?
- II. Setting the tone
- III. Bring it together

Completion

- I. Signing Ceremony
- II. Learning

Closing

- I. Next Steps
- II. Closing Comments

ESTIMATED PROJECT COST:

The workshop, to be scheduled in late 2023 depends on the availability of City Commissioners, staff, and the Project Team. Akramoff will provide a detailed progress report with the monthly invoices. The consultant will be available for verbal updates upon request.

The estimated costs are provided below.

Task Description	Estimated Cost
Preparations for Workshop	\$500
Workshop	\$1,500
Workshop written summary	\$250
Expenses	\$500
Estimated Total:	\$2,750

AKRAMOFF CONSULTING OTHER RESOURCES

The Akramoff Consulting Group has a cadre of other services available to assist with some aspects of the work with the City of Palatka. Those services can be found at Akramoff.com.

GLENN AKRAMOFF

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Glenn Akramoff

Founder of Akramoff LLC

Expertise

Interim Leadership

Team Building

Leadership
Development

Maintenance and
Operations

Structure

Cultural Development and
Improvement

Collaborative Agreements

Maintenance
Programming and
Budgeting

Personal
Organization
Coaching and

Glenn Akramoff is the founder and CEO of Akramoff LLC. His expertise is rehabilitating and revitalizing municipal government workplaces and has developed a program that will improve any organization by returning humanity to the center of focus. Glenn's life experiences and core values are the center of his purpose. Having worked from seasonal maintenance to City Manager and now consultant and business owner over a 30-year career, he's observed a connection between fulfillment at work and happiness at home. He has an intense desire to improve the lives of everyone he works with. Glenn creates environments that are innovative, inclusive, growing, and rich in communication and respect. His Human Centered program empowers teams and leaders to overcome and succeed together.

PURPOSE

Glenn's life experiences and core values are the center of his purpose. Having worked from seasonal maintenance to city management, he's observed a connection between fulfillment at work and happiness at home. He has an intense desire to improve the lives of everyone he works with. He has developed a program that empowers the team and leaders to overcome and succeed together.

CHALLENGE DRIVEN SERVICES

Glenn's core competency is Leadership and developing other leaders. The industry, area of business, and projects, are filters of an individual-focused, "team aptitude building program." Glenn's services come in four phases. The process starts with an assessment and ends with his exit. Glenn's impact is measured by the team's growth and successful independence. Identifying obstacles is important to the program.

AN ORIGINAL AND UNIQUE APPROACH

Glenn specializes in properly placing and utilizing gifts, skills, and passions. He has an intuitive ability to discover the individuals in your team and help them realize their own strengths while placing them in a position to build confidence. Glenn creates environments that are innovative, inclusive, growing, and rich in communication and respect. The fear of change is quickly shifted to a desire to stretch, and it is done while empowering Leadership to continue development long after Glenn has moved on.

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Founder



*To help
create
positive,
productive,
and
healthy
workplace.*

*If you change the
way you look at
things, the things
you look at
change."*

-Dr. Wayne Dyer

AREAS OF IMPACT

Glenn can offer a full spectrum of services. Glenn's range of impact often influences the whole organization and its partners, here are some areas of focus during the process.

The "Tangibles" | Contracts, Hiring, Public Works, Parks, Maintenance, Regulation, Process, Structure, Logistics
The "I" in Team | Successful teams have successful individuals, in healthy cycles.

Team Building | Greatness is never attained alone.

Leadership | The responsibility and joy of being "You", the leader.

Revitalizing the Workplace | Finding passion and inspiring the desire to stretch

TEAM SUCCESS IMPACTS

With years of experience creating effective workplaces through change: Glenn has concentrated the impacts into six main areas of business operations. Clarity of mission and expectations, communicating collaboratively at every level, and empowerment create a positive environment for growth. When a team and individuals have predictable responses to challenges and can influence solutions, success is assured.

Workplace Culture | Communication, fulfillment, and stress management.

Operational Structure | Role clarity is at the core of operations and logistics.

Work Process | The order in which things are done.

Utilizing Systems | Tools is a multiplier to productivity or the opposite.

External Forces | A lack of control is not a lack of responsibility
Analytics | Recognizing important accomplishments and monitoring customer and employee satisfaction.

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Website: akramoff.com

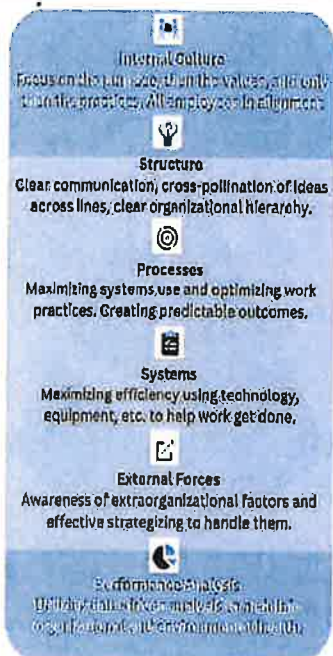
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Founder



BUSINESS INFORMATION

Akramoff carries commercial general liability insurance in amounts not less than \$2 million and professional liability insurance of \$1 million appropriate to the project. Akramoff actively supports all human beings in fully utilizing their gifts, skills, and passion to live the life they choose. We do not discriminate against any individuals or firms because of their race, color, marital status, age, sex, national origin, handicap, creed, or sexual orientation.



OTHER HIGHLIGHTS

Author of "The Human Centered Team"

Recipient of the
HR Tech Outlook Top 10 Employee Wellness Solution Provider 2022

Recipient of the Washington APWA

JUNE ROSENTHAL SPENCE AWARD that Recognizes efforts to recruit individuals into Public Works, including those members and organizations, or programs, who recognize and are active in helping women, minorities & people with disabilities, pursue careers in the public works field.

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Founder



City of Palatka
Team Building Training Proposal

Prepared by:

M. Michelle Bono, President & CEO
Bono Communications & Marketing, L.L.C.
September 26, 2023

Background

The City of Palatka was established as a trading post in 1821 and today is the county seat of Putnam County, Florida. The city became known as the “Gem of the St. Johns” because it is near the beautiful St. Johns River. Today, Palatka has a large downtown business district, a beautiful waterfront park and many historical and cultural sites. The city is led by four elected commissioners, a mayor, and a city manager who serves as the city's administrative head. The city manager and staff are responsible for implementing the policies approved by the City Commission and ensuring the community is well served by its local government.

Scope of Service

The city is accepting proposals for a team-building session with the Mayor, City Commission and the city's administrative leadership. The goal is to enhance teamwork, communication, and consensus building to better serve the city's residents.

About Bono Communications & Marketing, LLC

Michelle Bono founded Bono Communications & Marketing in 2008, providing training and facilitation to local governments throughout the state of Florida, often in partnership with the Florida League of Cities. The company was incorporated as a Florida Limited Liability Corporation in February 2016, with services expanded to include training on team building, leadership, conflict resolution, critical thinking, effective communication and more, as well as communication and marketing strategic planning and implementation, conflict management, and crisis communication. Bono Communications is a licensed small business and woman-owned business based in Tallahassee, FL.

Under the training arm of the business, President and CEO Michelle Bono works with governments, not-for-profit and for-profit companies to enhance productivity, leadership and teamwork. She regularly provides training for groups, including the National Recreation & Park Association, the Florida Recreation & Park Association, the Florida League of Cities, Florida State University, the Florida Department of Health, and individual cities, organizations and businesses. In the last few years, Bono has provided training for Florida communities, including Ormond Beach, Volusia County, Largo, Clermont, and more. She is consistently highly rated by attendees and as a presenter who provides real workplace strategies and concepts tailored to each organization.

Before launching Bono Communications & Marketing, LLC, Michelle was an award-winning and effective communicator for local governments in Virginia, Colorado, and Florida, with the last 20 years with the City of Tallahassee as the Director of Communications and Assistant to the City Manager. In that role, she was the facilitator between the city commission and city staff.

She understands municipal government operations, internal dynamics, teamwork, facilitation, and the joy of providing quality services and programs for residents.

Scope of Service

Michelle Bono, principal with Bono Communications & Marketing, L.L.C., proposes to provide Teamwork Training for the Palatka to include:

- The keys to effective teamwork
 - Effective Turn-Taking and Social Sensitivity Research from Google
 - Enhancing communication and creating strong teams
 - Creating meaningful engagement
- Effective Communication
 - Defining and delivering a consistent message
 - Using words that connect to your citizenry
- Key Lessons of a Healthy organization: building trust, mastering conflict, achieving commitment, embracing accountability, and focusing on results.

To make the training most effective, participants will not only learn techniques to enhance team building, but they will also practice them in training exercises. The training will include interactive and group activities designed to make learning fun and memorable while providing participants with strategies and tools they can apply immediately.

Extensive research will be conducted before the training to ensure the session focuses on the Palatka team's needs. This will include at least eight one-on-one interviews with the Mayor, Commissioners, City Manager and two department heads.

The session timeframe can run from 3.5 to 6 hours, depending on the team's needs. Having no more than 20 people in each training session is recommended. All logistics, including the training site, projector, screen, easel, adhesive easel pad, and participant hand-outs, will be provided by the city and any food served to participants.

Operating in the Sunshine

As a long-serving public servant, Michelle Bono understands and adheres to the Sunshine Law. All training with elected leaders present will be open to the public.

Pricing

Total professional fees for all aspects of the training, including travel, lodging, and mileage, as well as all research, preparation and facilitation, total \$4,800.

Billing

Following completion of the training session, an invoice will be submitted for professional fees as identified above.

Payment should be made to Bono Communications & Marketing, L.L.C.
3493 Gardenvue Way
Tallahassee, FL 32309

Federal Employer Identification #: 81-1586317

References from previous training sessions are available upon request.

Thank you for the opportunity to submit this proposal.



Dinahsty's Consulting Services, LLC
7866 Valleyview Drive,
Jacksonville, Florida 32211

September 11, 2023

Mr. Griffith,

Thank you again for your time and consideration. I have attached a more detail scope of the training to be provided.

Please let me know if you have any questions, the pricing is based upon the amount of personnel which 25 were taken in consideration.

Please let me know if you need any additional information.

Sincerely,

Dinah L. C. Mason

Dinah L. C. Mason, CEO
Dinahsty's Consulting Services, LLC
7866 Valleyview Drive
Jacksonville, Florida 32211
(904) 635-9559

Dinah Mason | CEO

Company Profile

Dinahsty's Consulting Services, LLC specializes in strategy development, procurement, workforce development and emergency management. We are a firm that takes a mission-oriented approach leveraging the insights gained to provide best practices and specialized solutions that directly and accurately resolve them, when delivering targeted mitigation and recovery strategies aligning with Federal, State, and local markets.

Dinahsty's core capabilities are founded upon developing strategy's, operational functions, organizational objectives, procedures, policy, and goals to optimize resources and achieve desired results in: Team building, Compliance reviews, RFP development, small business attainment, Workforce engagement planning, Program & Project Management and Emergency Action Response & Recovery coordination, Continuity Operations Plan, Mitigation strategy, Preparedness, managing disaster grants (e.g., CDBG-DR, PDM, HGMP, etc.), collaborations of municipalities, local agencies, EOC, contractors and law enforcement concerning recovery efforts to include FEMA Public Assistance Program.

We leverage the insights gained to develop best practices and specialized solutions that directly and accurately resolve them, when delivering targeted mitigation and recovery strategies aligning with Federal, State, and local markets.

Objective

The goal of this team-building exercise is to foster respect for each other's differences and identify and address social, economic, and emotional barriers within the workplace. This exercise will help city commissioners work more cohesively, understand diverse perspectives, and create a more inclusive environment.

Below are examples of some of the activities that can be addressed during an exercise.

1. Team Formation:

- Divide the members into small teams of 4-6 individuals, ensuring a diverse mix of backgrounds, experiences, and viewpoints in each group.

2. Personal Story Sharing:

- Each team member takes turns sharing a personal story or experience related to a social, economic, or emotional barrier they have faced in their life or career. Encourage vulnerability and openness during this step.

3. Empathy and Reflection:

- After each team member shares their story, the rest of the team listens actively and asks clarifying questions to better understand the challenges and emotions involved. Encourage empathy and respect during this phase.

4. Barrier Identification:

- As a team, identify common themes or patterns among the shared stories. Discuss how these barriers may manifest in the workplace and affect decision-making or interactions within the commission.

5. Brainstorm Solutions:

- Challenge each team to brainstorm practical solutions or initiatives that the commissioners can implement to address these identified barriers. Encourage creative thinking and inclusivity in these discussions.

6. Presentation:

- Each team presents their proposed solutions to the entire commission, explaining the rationale behind their ideas. Allow for open discussions and feedback.

7. Action Plan:

- As a collective, discuss and prioritize the proposed solutions. Create an action plan to implement these initiatives within the council's work environment. Assign responsibilities and deadlines for each initiative.

8. Follow-Up:

- Periodically review the progress of the implemented initiatives during council meetings. Encourage open communication and continuous improvement in breaking down barriers and promoting respect among commissioners.

This team-building exercise aims to create a more inclusive and harmonious working environment within the commission while addressing social, economic, and emotional barriers that may hinder effective collaboration.

My recommendation is that this exercise would be planned as a retreat and not a week that the commissioners wouldn't have a council meeting.

This would be an 8-hour or two 4 hour sessions.

Training Fee:

8 hour or split 4 hour training

Training Material (s)

Travel

Total Compensation: \$3250.00

Dinah Mason | CEO

dinah@dinahstvscounseling.com

Dinahsty's Consulting Services, LLC

7866 Valleyview Drive, Jacksonville, Florida 32211

904-635-9559

STAFF REPORT

Case#: PB 24-10
Address: 00 (Unassigned) McLaury Drive
Parcel ID: 10-10-26-0000-0130-0010;
10-10-26-0000-0200-0060

Applicant: Roberts Land and Timber Company; 6201 Saint Johns Avenue Land Trust

A. Application Summary

Project: PB24-23 PUD, McLaury Cove Townhome Community
Request: This is a request for approval of a Planned Unit Development for two combined parcels totaling 31 acres +/- .

Parcels:	10-10-26-0000-0130-0010; 10-10-26-0000-0200-0060
Project Manager:	Lorenzo Aghemo, Planning Director
Owners:	Roberts Land & Timber; 6201 Saint Johns Avenue Land Trust
Agent:	Shalene Estes, Forestar (USA) Real Estate Group, Inc.

I. Background

This is an application for a Planned Unit Development of two combined parcels totaling approximately 31 acres. The parcel fronting St. Johns Avenue is 6.67 acres and, the one fronting McLaury Drive is 24.33 acres for a total of 31 acres. The City Commission recently rezoned both parcels Residential Multiple R-3 with a PUD overlay and for the purpose of this application, are considered as one parcel. Both parcels are currently undeveloped vacant properties. The combined property is surrounded by a mix of land uses and is adjacent to the HCA Putnam Florida Hospital immediately to the south-east as well as other medical related uses; the combined parcels also abut existing residential communities and commercial uses.

The applicant intends to develop the combined parcels as a Planned Unit Development with up to 248 townhome dwelling units at a maximum density of eight (8) units per gross acre. The applicant has obtained approval from Putnam County for the vacation of McLaury Drive right of way that runs within the parcel. The City of Palatka did not raise any objection to the vacation of ROW, since adequate easements will grant proper access to two adjoining properties.

Figure 1: A satellite ariel view of the proposed PUD parcel.



II. Analysis

The purposed Planned Unit Development is to develop large tracts of land as planned neighborhoods or communities while allowing flexible site plan concepts aimed at obtaining an efficient use of land and infrastructure, ultimately resulting in lower housing costs.

The proposed development consists of 248 townhomes at gross density of 8 units per acre.

Section 94-233 of the Zoning Code set forth the development standards which must be applied to any PUD application:

a.- Unity: A parcel which is proposed for a planned unit development shall be in single ownership or control.

The firm Forestar Real Estate Group is under contracts for purchase of the two parcels, owned by Roberts Land & Timber Company and 6201 St. Johns Avenue Land Trust respectably and has proper authorization to represent and apply for the current PUD. The documents submitted must be to the satisfaction of the City Attorney. The application would then be in compliance with this standard.

b.- Maximum density: The maximum density of a planned unit development shall not exceed that allowed in the district within which the planned unit development is approved.

The underlying zoning district designated to both parcels is Multifamily-residential District R-3 which allows a maximum density of 18 dwelling units per acre therefore, the maximum density for the property is 558 dwelling units based on the R-3 zoning district. The proposed residential development consists of 248 dwelling units on 31 acres yielding a gross density of 8 units per acre which is below the maximum allowed and therefore, the application is in compliance.

c.- Access: Every dwelling unit or other permitted use in the planned unit development shall have access to a public street either directly or via an approved private road, pedestrian way, court or other area dedicated to public or private use, or common element guaranteeing access. Permitted uses are not required to front on a dedicated public road.

The site plan submitted depicts each dwelling unit fronting proposed private internal roads interconnected to the main access of the development along Saint Johns Avenue. The application is in compliance with this requirement.

d.- Internal lots and frontage: Within the boundaries of the planned unit development, no minimum lot size, minimum yards, or maximum height of structures shall be required.

The applicant states that the proposed development will follow the development standards as proposed in the PUD written description and as such will be in compliance.

e.-Open space requirements: There shall be no minimum open space requirement for planned unit development; however, each planned unit development proposed within the City of Palatka must include provisions for open space, with particular reference to the preservation of natural features indigenous to the site. For purpose of this section, neither waters of the Dt. Johns River or land or waters bodies located off-site shall be included in determining open space.

The applicant states that the proposed development will provide open space as generally depicted on the PUD site plan. The applicant has submitted an landscaping plan indicating the open space to be provided and the number of trees to be planted and preserved on site. This standard is in compliance.

f.- Underground utilities: Within a planned unit development, all utilities, including telephone, television cable and electrical systems shall be installed underground, applicable only for new construction. Appurtenances to these systems which require aboveground installation must be effectively screened, and thereby may be excepted from this requirement. Primary facilities providing services to the site of the planned unit development may be excepted.

The applicant states that the proposed PUD will meet this requirement by either appropriately screening any new above ground utilities or installing underground utilities. However, this requirement mandates that underground utilities shall be installed underground and doesn't indicate an option, but it allows appurtenances to the underground systems, if any, to be overground provided they are effectively screened. Not in compliance.

g.- Off-street parking requirements: Off-street parking requirement for uses withing a planned unit development shall be as provided in article V of this chapter.

The applicant states that the proposed PUD will provide off-street parking as required in article V of this chapter. The submitted site plan does not clearly depicts parking spaces nor indication of the number of spaces provided. The applicant will have submitted a revised site indicating the minimum 496 parking spaces required and their location in accordance with Section 94-269 of the Code. The site plan must also include required loading spaces. Not in compliance.

h.- Minimum living area for dwelling units: 500 square feet

The applicant states that the proposed development will meet the minimum living area. The site plan submitted does not depicts the area of the townhome units. Not in compliance.

III. Unified control

Section 94-234 of the Code requires that the entire development site be under the legal control of the applicant. It also requires that the legal counsel representing the applicant provide opinion stating that developer has the right to impose all covenants and conditions upon the land. All documents and evidence of unified control submitted must be examined by the city attorney who must certify that the documents meet the requirements of this section.

IV. Other consideration

The City of Palatka has embarked on a sound effort to upgrade its decaying infrastructure, mainly in the water and sewer infrastructure. This effort is on-going and will continue into the near future. More specifically, in the area of this PUD, significant upgrades to the main central lift station located at Moody Rd. and the one located at the Winn-Dixie site. These upgrades along with other projects will ensure that there is sufficient capacity to serve this and future development in the area.

V. Staff recommendation

The application is generally consistent with the standards for approval of a planned unit development. However, there are still missing items needed to effectuate a complete assessment of the application. Therefore, staff recommends APPROVAL SUBJECT TO THE FOLLOWING CONDITIONS:

1. The site plan shall depict location of any, and all underground utilities systems appurtenances that will be overground and how they will be properly screened.
2. Applicant must submit legal opinion by attorney representing the applicant as to the right of the applicant to establish covenants and restrictions on the land;
3. The applicant will enter into a Development Agreement with the City;
4. Building permits for the development will not be issued until on-going upgrades to the lift stations at Moody Rd. and the Winn-Dixie are completed and there is sufficient sewer capacity to serve the development.

ORDINANCE 2024-15

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA, ESTABLISHING THE PROVISIONS OF A PLANNED UNIT DEVELOPMENT OVERLAY WITH RESPECT TO THE FOLLOWING PARCELS OF LAND: 10-10-26-0000-0130-0010 LOCATED AT ON MCLAURY DRIVE, AND 10-10-26-0000-0200-0060 LOCATED AT 6201 SAINT JOHNS AVENUE, PALATKA, FLORIDA; PROVIDING FOR SCRIVENERS ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, application has been made to the City of Palatka Planning Department on behalf of the following owners of a property located on McLaury Drive and 6201 St. Johns Avenue (City of Palatka) for approval of a Planned Unit Development in the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on November 12, 2024, and two public hearings before the City Commission of the City of Palatka on December 12, 2024 and January 9, 2025; and

WHEREAS, the City Commission of the City of Palatka has determined that said Planned Unit Development should be approved.

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

Section 1: The McLaury Cove Townhome Community Planned Unit Development is hereby approved the hereinafter described properties:

Parcel No. 10-10-26-0000-0130-0010;

Parcel No. 10-10-26-0000-0200-0060

DESCRIPTION OF PROPERTIES:

A part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10, Township 10 South, Range 26 East, more particularly described as follows: Beginning at the intersection of the Southerly Right of Way of Saint Johns Avenue with Easterly line of the said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$; thence run Southerly along said East line a distance of 630 feet; thence run Westerly parallel with the Southerly Right of Way line of St. Johns Avenue for a distance of 350 feet to the Point of Beginning and to close.

The Easterly 350.0 feet (as measured along the North line) of the North $\frac{3}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 10, Township 10 South, Range 26 East, Excepting therefrom lands described in Official Records Book 495, Page 1277, that part of Tract Number 2 of lands described in Official Records Book 350, Page 1819, and lands described in Official Records Book 764, Page 179, of the Public Records of Putnam County, Florida. Subject the Right of Way of the Seaboard Coast Line Railroad (formerly Atlantic Coast Line Railroad) over and across the Northerly line thereof.

Section 2: The owner and successor(s) development plans must generally comply with the site plan (Exhibit 1) and with the conditions of approval set forth in Exhibit 2.

Section 3: Unified control. The common area of these properties shall be under the legal control of the owner and successor(s) whether that entity be an individual, partnership or corporation, or group of individuals, partnerships or corporations. The owner and successor(s) on an ongoing basis shall present firm evidence of unified control of the common area within the planned unit development, together with a certificate of apparent ownership of the common area and its encumbrance.

Section 4: Agreement binding upon owner and successors. The owner and his successors shall be bound in title to any commitments of this ordinance. The owner or successor(s) shall on an annual basis between November 1 and December 31 provide a written certification that they will continue to meet all rules, standards, and site plan requirements of this ordinance. Repeated and documented failure to meet the intent of the ordinance shall trigger review by the Planning Board,

which may, with cause revoke the PUD approval, making the use nonconforming. If the owners sell individual buildings or units, the purchasers shall be bound by the agreement(s) by and between the original developer and the city of Palatka Florida

Section 5: Certificate of Occupancy. A final certificate of occupancy shall not be granted until all required improvements of the site plan within the applicable Phase(s) of the development are completed and inspected for compliance by the City or its agent.

Section 6: Concurrency. All Municipal Code shall be met before a building permit is issued concurrency requirements of the including wastewater lift station

Section 7: To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 8: Scrivener's Errors. 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 Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

Section 9: Effective Date. This Ordinance shall become effective immediately upon its final passage by the City Commission.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 9th day of January, 2025.

PASSED AND ADOPTED by the City Commission of the City of Palatka on this 23rd day of January, 2025.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

McLAURY COVE TOWNHOMES

FOR

FORSTAR

ADKINSON ENGINEERING

6650 ST. AUGUSTINE ROAD, SUITE 203
JACKSONVILLE, FLORIDA 32217
PHONE (904) 881-4206
LICENSE NUMBER 28982

OVERALL GENERAL SITE PLAN

DATE: August 1, 2024
SCALE: AS SHOWN
SHEET: C-100

McLAURY COVE TOWNHOMES SITE DATA

LOT AREA	13.1 AC
NET AREA	13.1 AC
PERCENTAGE OF PAVEMENT	100%
PERCENTAGE OF PLANTINGS	100%
NET LAND IMPACTS	100%
NET LAND CONSERVATION	100%
PASSIVE OPEN SPACE	100%
RECORDING	100%

DEVELOPMENT STANDARDS

LOT AREA	13.1 AC
LOT COVERAGE BY BLOCK	100%
MINIMUM LOT FRONTAGE	100%
MINIMUM LOT DEPTH	100%
MINIMUM LOT WIDTH	100%
MINIMUM LOT AREA	100%
MINIMUM LOT FRONT YARD	100%
MINIMUM LOT SIDE YARD	100%
MINIMUM LOT REAR YARD	100%
MINIMUM LOT TOTAL YARD	100%
TOTAL LOTS	240
1 UNIT BLOCK	20
2 UNIT BLOCK	20
4 UNIT BLOCK	5

EXHIBIT 2

The City Commission approval is subject to the following conditions:

- 1.- The site plan submitted shall be amended to depict the location of any, and all underground utilities systems appurtenances that will be overground, and how these will be properly screened.
- 2.- The applicant must submit a legal opinion, by the attorney representing the applicant, as to the right of the applicant to establish covenants and restrictions on the land.
- 3.- The applicant shall enter into a Development Agreement with the City of Palatka covering all pertinent development items, including phasing and timing of development.
- 4.- Building permits for the development will not be issued until all on-going upgrades to the City's lift stations at Moody Road and at the Winn-Dixie are completed and there is sufficient capacity to serve the development.



PLANNING DEPARTMENT
201 N 2ND STREET
PALATKA, FL 32177
386.329.0100 EXT. 327

ANNEXATION, AMENDMENT TO FLUM AND REZONING APPLICATION

DATE RECEIVED: _____
APP NUMBER: PB - _____
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.
(Checks payable to the City of Palatka)

- | | |
|---|---|
| ☐ Application Fee | ☒ Site Map |
| ☒ Copy of Recorded Deed | ☒ Project Narrative |
| ☒ Legal Description | ☒ Site Plan (for planned development) |
| ☒ Letter of Authorization | ☐ Supplementary Information |
| ☒ Survey | |

Property Information

1. Property Address: Unassigned Location, 0 McLaury Drive
2. Parcel Number: 10-10-26-0000-0130-0010
3. Lot size/acreage: +/- 24.5
4. Current Property Use: Silviculture
5. Current Future Land Use Map Designation: Urban Service (Putnam County)
6. Proposed Future Land Use Map Designation (if applicable): Residential Medium Density (RM)
7. Proposed Use: Residential Single-Family Attached (Townhomes)
8. Current Zoning Designation: R-1 (Putnam County) Requested Zoning Designation: PUD
9. Square footage of any proposed structures _____ Number & types of structures on property _____
Maximum 196 Townhomes

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): Roberts Land & Timber Company

Mailing Address: 625 State Rd 100, Palatka, FL 32177

Phone Number(s): _____ Email: _____

Agent/Contractor (Submit proof of authorization to act as agent with your application)

Name(s): Mark Shelton, Kimley-Horn and Associates, Inc.

Mailing Address: 12740 Gran Bay Pkwy W, Suite 2350, Jacksonville, FL 32258

Phone Number(s): 904 828 3900 Email: Mark.Shelton@Kimley-Horn.com

To Be Notarized

Name (Print Name): Mark Shelton, AICP

Signature: _____

Date: 1/25/24

STATE OF FL

County of Duval

Before me this day personally appeared MARK Shelton who executed the foregoing application and acknowledged to and before me executed this document for the purposes therein expressed.

WITNESS my hand and official seal, this 25th day of Jan. A.D. 2024.

(Notary Seal)



Notary Public

My commission expires: 6-1-2024 State of FL at Large.

Type of Identification Produced: Personally Known

For Official Use Only

Date Submitted: _____

FLUM Designation: _____

Received By: _____

Preliminary Review by: _____

Confirmed Current Zoning: _____

Date Legal Ad Ran: _____

(Allowable) Requested Zoning: _____

Sign(s) Posted Date: _____

Surrounding property owner's notices sent: _____

Attachments Reviewed:

- ☐ Copy of Recorded Deed
- ☐ Legal Description
- ☐ Survey
- ☐ Letter of Authorization
- ☐ Application Fee

ORDINANCE 2024-16 rezoning 110 South State Rd. 19 Rezone from General Commercial (C-1) to Intensive Commercial (C-2) Parcel No.:11-10-26-0000-0143-0020 Applicant: Pellicer Trust (first reading)

Address: 110 South State Rd. 19

Parcel No.: 11-10-26-0000-0143-0020

Applicant: Pellicer Trust

STAFF REPORT

DATE: January 9, 2025
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

This request is for the rezoning of 1.37-acre parcel on 110 S State Road 19. The request is to change the existing zoning from General Commercial (C-1) to Intensive Commercial (C-2). The future land use is designated Commercial (COM). The parcel is proposed to be developed with a drive up ATM kiosk for Bank of America. Per section 94-149(7) Bank and financial institutions with drive-in facilities are permitted in the C-2 zoning district and are not permitted in C-1.

Public notice issued by the city included legal advertisement in the *Palatka Daily News*, property posting, and mailed notices to property owners within 150 feet of the subject property.

BACKGROUND

This request is for the rezoning of 1.37-acre parcel on 110 S State Road 19. The request is to change the existing zoning from General Commercial (C-1) to Intensive Commercial (C-2). The future land use is designated Commercial (COM). The parcel is proposed to be developed with a drive up ATM kiosk for Bank of America. Per section 94-149(7) Bank and financial institutions with drive-in facilities are permitted in the C-2 zoning district and are not permitted in C-1.

PROJECT ANALYSIS

Section 94-38(f)(1) of the Palatka Code of Ordinances requires that the report and recommendations of the Planning Board to the City Commission as required by subsection 94-38(e) of this section shall show that the planning board has studied and considered the proposed change in relation to the following, where applicable:

1. *Whether the proposed change is in conformity with the Comprehensive Plan:*

Response: The subject property currently has a Commercial classification. The Future Land Use map for the City shows the property being adjacent to Putnam County Urban Service (US) zoning to the west and the City of Palatka Commercial

zoning (C-1) to the south. All of the surrounding properties are developed as commercial uses. The change from C-1 to C-2 zoning will not have an adverse impact on properties around it.

1. *The existing land use pattern.*

Response: The existing land use pattern in this area is commercial. The proposed zoning change will be in accord with other C-2 properties in the immediate vicinity.

1. *Possible creation of an isolated district unrelated to adjacent and nearby districts.*

Response: The proposed zoning change will not be isolated, as there are adjacent commercial properties and C-2 uses to the north within the city of Palatka municipal limits.

1. *The population density pattern and possible increase or overtaxing of the load on public facilities such as schools, utilities, streets, etc.*

Response: The subject parcel will have some traffic impact at the intersection of Saint Johns Avenue and S State Road 19.

1. *Whether existing district boundaries are illogically drawn in relation to existing conditions on the property proposed for change.*

Response: The proposed rezoning will be in concert with the existing zoning district to the north, across Saint Johns Avenue, and to the east, across S State Road 19.

1. *Whether changed or changing conditions make the passage of the proposed amendment necessary.*

Response: The Bank of America facility is approximately (3) three tenths of a mile (1600ft) south of the proposed site for the ATM/rezoning. With Bank of America closing its physical location, city residents would maintain access to this financial institution with the proposed ATM.

1. *Whether the proposed change will adversely influence living conditions in the neighborhood.*

Response: Additional traffic will be generated with the proposed zoning change on this parcel; there are no residential housing units in the immediate area.

1. *Whether the proposed change will create or excessively increase traffic congestion or otherwise*

affect public safety.

Response: Being that the site is on a corner lot, access to the proposed ATM could be on Saint Johns Avenue and/or S State Road 19. There are plans for a restaurant on the subject parcel and vehicular traffic for the restaurant will be interacting with ATM traffic.

1. *Whether the proposed change will create a drainage problem.*

Response: The applicant purports to utilize the current drainage system which presently channels water to existing storm drains on Saint Johns Avenue.

1. *Whether the proposed change will seriously reduce light and air to adjacent areas.*

Response: The location of the ATM kiosk would emit some light onto the site during night time. Lighting for the ATM facility would be in accord with Florida state statutes.

1. *Whether the proposed change will adversely affect property values in the adjacent areas.*

Response: The construction of new ATM facility should not have a negative impact on property values.

1. *Whether the proposed change will be a deterrent to the improvement of adjacent property in accord with existing regulations.*

Response: The proposed zoning exists on properties to the north and east. A dentist office is located on the adjacent parcel to the south. Rezoning the property for the purposes of an ATM should not be a deterrent to the improvement of adjacent properties.

1. *Whether the proposed change will constitute a grant of special privilege to an individual owner as contrasted with the public welfare.*

Response: As the proposed change is in accordance with standard Planning practice, in alignment with surrounding land uses and furthers the use of existing public infrastructure, there would be no special privilege to an individual nor a negative effect on the public welfare. All development is required to meet all federal, state and local codes, just as required of other developments.

1. *Whether there are substantial reasons why the property cannot be used in accord with existing*

zoning.

Response: Per section 94-149(7) Bank and financial institutions with drive-in facilities are permitted in the C-2 zoning district and are not permitted in C-1.

1. *Whether the change suggested is out of scale with the needs of the neighborhood or the city.*

Response: The immediate area is commercial in nature. Two banking institutions exist on two properties north (across Saint Johns Avenue) and C-2 zoning exists across S State Road 19 for two properties (Advance Auto Parts, and T-Mobile). The proposed use would not be out of scale with the neighborhood or with the city of Palatka.

1. *Whether it is impossible to find other adequate sites in the city for the proposed use in districts already permitting such use.*

Response: It is not impossible, but the purpose of this request is to utilize an existing and somewhat underutilized parking area for the restaurant.

1. *The recommendation of the historical review board for any change to the boundaries of an HD zoning district or any change to a district underlying an HD zoning district.*

Response: Not applicable

Staff Recommendation

1. Staff recommends the request to rezone from City of Palatka General Commercial (C-1) to City of Palatka Intensive Commercial (C-2) be **approved** for the above parcel.
2. Pass Ordinance on first reading.

ATTACHMENTS

1.	Ord 2024-16 OFFICIAL ZONING MAP AMENDED FROM GENERAL COMMERCIAL C-1 TO COMMERCIAL INTENSIVE C-2 110 S STATE ROAD 19, PARCEL NO 11-10-26-0000-0143-0020
2.	APP

This instrument prepared by:
City of Palatka
201 N 2nd ST
Palatka, FL, 32177

ORDINANCE NO. 2024-16

AN ORDINANCE OF THE CITY OF PALATKA, FLORIDA PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY OF PALATKA, FLORIDA BE AMENDED FROM GENERAL COMMERCIAL (C-1) TO COMMERCIAL INTENSIVE (C-2) FOR THE FOLLOWING PROPERTY LOCATED AT 110 S STATE ROAD 19, PARCEL NO.: 11-10-26-0000-0143-0020, PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER’S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, application has been made by the owner of said property: Heirs of Pauline Pellicer, 110 S State Road 19, for certain amendment to the Official Zoning Map of the City of Palatka, Florida, and

WHEREAS, all the necessary procedural steps have been accomplished, including a public hearing before the Planning Board of the City of Palatka on November 12, 2024, and two public hearings before the City Commission of the City of Palatka on December 12, 2024, and January 9, 2025, and

WHEREAS, the City Commission of the City of Palatka has determined that said amendment should be adopted.

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

Section 1. The Official Zoning Map of the City of Palatka, Florida is hereby amended by rezoning the hereinafter described property from the present zoning classification of City of Palatka General Commercial (C-1) to City of Palatka Intensive, Commercial (C-2) classification.

DESCRIPTION OF PROPERTY PT OF NE1/4 OF NW1/4W OF SR, 19 OR355 P1031 OR386 P1506, OR400 P532 OR419 P968(EX, MCCBK15 P485)

Putnam County Property Appraiser’s Parcel No.: 11-10-26-0000-0143-0020

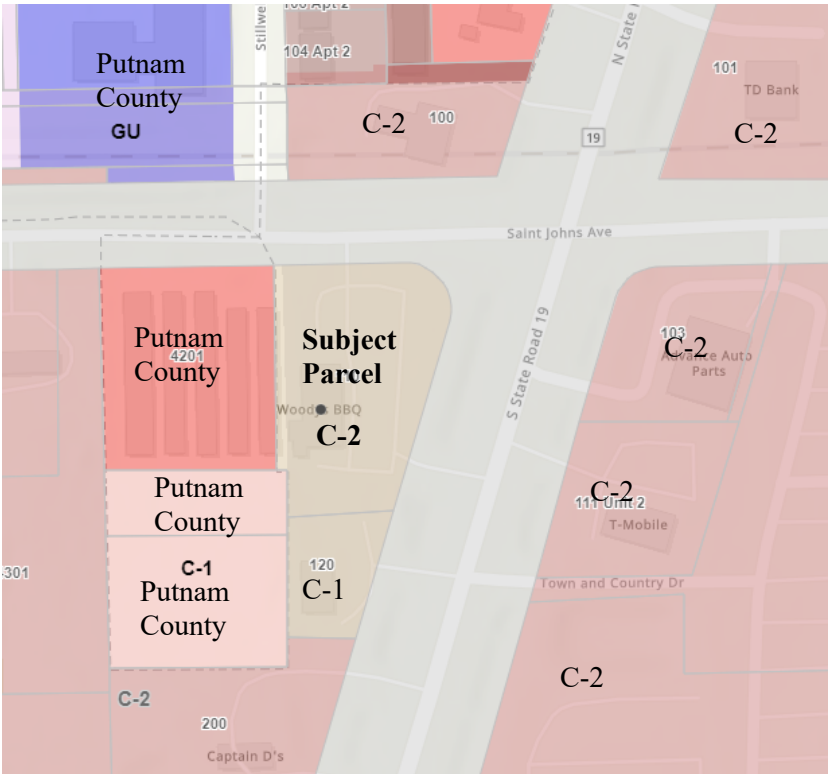


Figure 1: Zoning map.

Section 2. To the extent of any conflict between the terms of this ordinance and the terms of any ordinance previously passed or adopted, the terms of this ordinance shall supersede and prevail.

Section 3. This Ordinance shall become effective immediately upon its final passage by the City Commission.

Section 4. SCRIVENER’S ERROR. 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 Ordinance. A corrected copy shall be posted in the public record by the City Clerk.

Section 5. This ordinance is exempt from provisions of the statute, Chapter 2023-309, Laws of Florida, codified as Section 166.041(4) Florida Statutes.

PASSED on first reading by the City Commission of the City of Palatka, Florida, on the 9th day of January 2025.

PASSED AND ADOPTED on second reading by the City Commission of the City of Palatka on this 23rd day of January 2025.

CITY OF PALATKA

BY: _____
Its Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney



REZONING APPLICATION

DATE RECEIVED: 7-26-24
APP NUMBER: PB- 24-21
HEARING DATE: _____

Application Requirements

This application must be completed and submitted with an application fee and ALL required attachments.

REQUIRED ATTACHMENTS: (Checks payable to the City of Palatka)

- Attach(1)* ☐ Site Plan (for planned development) ☐ Letter of Authorization ☐ Project Narrative *Attach(2)*
Attach(3) ☐ Copy of Recorded Deed ☐ Legal Description ☐ Application Fee (Checks payable to the City of Palatka) *Attach(1)*

Property Information

- Property Address: 110 S. State RD 19 Palatka 32177
- Parcel Number: 11-10-26-0000-0143-0020
- Lot size/acreage: 1.37 acres
- Current Property Use: Restaurant - leased to open September, 2024
- Current Future Land Use Map Designation: COM
- Proposed Future Land Use Map Designation (if applicable): COM
- Proposed Use: Restaurant and drive up ATM for Bank of America, N.A.
- Current Zoning Designation: C-1 Requested Zoning Designation: C-2
- Square footage of any proposed structures _____ Number & types of structures on property 1
Structure. Restaurant building since 1978.

Applicant Information

(Submit proof of authorization to act as agent with your application)

Owner Name(s): Pauline Ridaught Pellicer, RVOC, TR
Pamela Pellicer Garris, TTEE and E. Walton Pellicer, II
Mailing Address: 2220 South Central Avenue, Flagler Beach, FL 32136
Phone Number(s): Pam Garris 941-315-3930 Email: pauline pellicer@comcast.net
Walton Pellicer 386-937-2011

Agent/Contractor (Submit proof of authorization to act as agent with your application)

Name(s): _____
Mailing Address: _____
Phone Number(s): _____ Email: _____