

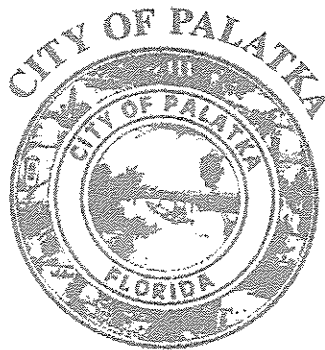
KARL N. FLAGG
MAYOR-COMMISSIONER

MARY LAWSON BROWN
VICE MAYOR - COMMISSIONER

GEORGE E. SANDERS
COMMISSIONER

JAMES NORWOOD, JR.
COMMISSIONER

ALLEGRA KITCHENS
COMMISSIONER



ALLEN R. BUSH
CITY MANAGER
BETSY JORDAN DRIGGER
CITY CLERK
RUBY M. WILLIAMS
FINANCE DIRECTOR
GARY S. GETCHELL
CHIEF OF POLICE
KENNETH E. VENABLES
CHIEF FIRE DEPT.
DONALD E. HOLMES
CITY ATTORNEY

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

June 19, 2006

TO MESSRS: MARY LAWSON BROWN, ALLEGRA KITCHENS,
JAMES NORWOOD AND GEORGE SANDERS:

You are hereby notified that a special called meeting of the City Commission is called to be held at the regular meeting place of the City Commission at City Hall, 201 N. 2nd Street, Palatka, Florida, on Thursday, June 22, 2006, to commence at 5:30 p.m.

The purpose of the meeting is to:

1. Consent to the following Items:
 - *a. Award the Palatka Golf Clubhouse air conditioning bid to Palatka Heating & Air in the amount of \$19,828.00, per the results of a Request for Quotes;
 - *b. Declare a Fire Dept. 1978 Chevrolet Step Van #2880 as surplus
- * 2. Adopt Resolution No. 8 - 7 authorizing the Mayor and City Clerk to Execute and Attest the renewal of the 2006/07 FDOT Contract for Right of Way Maintenance
- * 3. Consider a staff recommendation to determine an award of contract for legal counsel to negotiate and draw up the developer agreement for the Riverfront Development Project, based upon the results of a Request for Proposals from Legal Counsel/Firms.
4. Hear a report from the 5-Year Downtown Redevelopment Planning Team.

/s/ Karl N. Flagg

Karl N. Flagg, MAYOR

We acknowledge receipt of a copy of the foregoing notice of a special meeting on the 19th day of June, 2006

/s/ Mary Lawson Brown

COMMISSIONER

/s/ George E. Sanders

COMMISSIONER

/s/ James Norwood, Jr.

COMMISSIONER

/s/ Allegra Kitchens

COMMISSIONER

* Attachment

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

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

201 N. 2ND STREET • PALATKA, FLORIDA 32177

PHONE: (386) 329-0100

www.cityofpalatka.com

Fax: (386) 329-0106

Agenda Item

1a

CITY OF PALATKA
GENERAL SERVICES DEPARTMENT
MEMORANDUM

June 19, 2006

TO: K. Flagg, Mayor, Commissioner
M. Lawson-Brown, Vice Mayor, Commissioner
A. Kitchens, Commissioner
J. Norwood, Commissioner
G. Sanders, Commissioner
Cc: A. Bush, City Manager

FROM: 
Kenneth E. Venables, General Services Director

RE: Project Award – Golf Course – Main Club House - Air Conditioning Replacement

In accordance with Appendix 13 of the City of Palatka Rules, quotes were solicited for this unbudgeted project. Three (3) vendors received the specifications package by fax; the three (3) vendors submitted quotes.

The three vendors are:

- Southern Air – Palatka, Florida
- Arctic Air Inc., Palatka, Florida
- Palatka Heating and Air, Palatka, Florida

The quotes submitted by these vendors are attached as attachment #1

Mr. Lynn Davis, Golf Course Superintendent reviewed the quotes received and recommends that the project be awarded to Palatka Heating and Air. Attachment #2; a memo from Mr. Davis, explains his reasoning.

Funding for this project is available from Better Place Funds. Attachment #3; a memo from Finance Director Mrs. Ruby William confirms the funding source.

I concur with Mr. Davis' recommendation and ask the Commission to award the project to Palatka Heating and Air in the amount of \$19,828.00

Mr. Davis and I will be pleased to answer any questions regarding this project.

CITY OF PALATKA
GENERAL SERVICES DEPARTMENT
201 N. 2nd Street
Palatka, Florida 32177
386 329-0103

May 31, 2006

The CITY OF PALATKA is requesting quotes for the following air conditioning projects:

1. Golf Course Club House:

- A. Main Building:
- 1.) Replace the air handler in the men's locker room. This requires matching with the existing Rheem 5-ton 10-S.E.R. condenser, straight cooling, that will remain.
 - 2.) Replace the 15-ton air handler and 2- 7 ½ ton condensers, including line-set replacement, with a comparable unit, quote highest possible S.E.R., but not higher than a S.E.R. 13.
 - 3.) Replace the 5-ton air handler and 5-ton condenser, with a comparable unit, 13 S.E.R. This unit to be single phase.

For questions regarding the golf course projects, contact Mr. Lynn Davis, Golf Course Superintendent at 386 329-0141

2. Price-Martin Center:

Replace the complete system. Install a new roof curb to attach to the exiting curb and fit to the new unit. Reconnect the electrical and install a new thermostat. Connect all ducts to the new unit. The present unit is a Carrier 7.5-ton air conditioner.

For questions regarding the Price-Martin project, contact Mr. Jeff Norton, 386 329-0100, menu selection #4.

All quotes shall include: State of Florida license numbers, the disconnect and removal of all old system components, all necessary electrical work, any required permits and inspections, extended warranty options, any work or materials not listed in this request that are required for a complete installation and the anticipated time to complete the project once awarded. All work performed shall meet current industry standards for projects of this type.

Please send your quote to: Kenneth E. Venables, General Services Director, 201 N 2nd Street, Palatka, Florida 32177. Quotes will be accepted until 3:00pm, Tuesday June 13, 2006, at which time all quotes received will be publicly reviewed. No quotes will be accepted after this time. The anticipated bid award will be on Thursday, June 22, 2006, at a special City Commission meeting. Please quote each project separately.

I can be reached at 386 329-0103 for questions regarding the process being used to solicit quotes and award the bid. Please contact the person listed for each project for questions about the project.

Please respond by fax if you do not desire to submit a quote for these projects.

Thank you for participating in this process.



1.

To: Kenneth Venables
Re: Palatka Golf Course/Price Martin Center

6/13/06

1. Replace existing 5 ton air handler in mens/womens locker rooms with Rheem 13 SEER air handler. Includes new metal stand, duct modification, high voltage electrical, evacuation and charging. Demolition and removal of all old equipment.

Includes a 1 year labor warranty, 5 year parts warranty

Total Price - \$ 2090.00

2. Replacement of 15 ton air handler with a Rheem straight cool 15 ton air handler and two 7.5 ton Rheem condensers. Includes all new refrigeration copper line sets, new smoke detectors, control wiring, high voltage electrical, and demolition and removal of all old equipment. The ceiling in 15 ton mechanical room is in need of repair and it will be necessary to seal ceiling to meet code requirements. Palatka Heating and Air includes in their contract repairing hole in ceiling with ½" plywood. This system will have an EER rating of 9.40.

Includes a 1 year parts and labor warranty, 5 year compressor warranty

Total price - \$ 11,500.00

3. Replace five ton single phase 13 SEER straight cool system servicing south end of clubhouse. Includes new metal stand, duct modifications, filter rack for easy access, high voltage electrical, evacuation and charging. Includes demolition and removal of all old equipment.

Includes a 10 year parts and labor warranty.

Total \$ 4860.00

4. Replacement of 7 ½ ton rooftop package a/c with a new 7 ½ ton Carrier Rooftop package a/c to include adaptor curb, control wiring, new high voltage disconnect, crane fees, and start up. The city of Palatka inspector will require a 115 volt GFCI receptacle on rooftop to pass inspection. The Carrier unit will be factory equipped with this receptacle. Includes new smoke detector.

Includes a 1 year labor and parts warranty and a 5 year compressor warranty.

Total Price - \$ 9300.00

Total Project Cost - \$ 28,250.00

Special Note – Rheem Corporation manufacturers a 10.30 EER 15 ton system. The difference in cost would be \$ 1378.00. The warranty would remain the same.

(1 year labor and parts warranty, 5 year compressor warranty.)

Dane Dwyer



Warranty Options

1. Extended warranty on Carrier 7.5 ton rooftop package unit from standard 1 year labor and parts warranty and 5 year compressor warranty to a 5 year all labor, parts, and compressor warranty.
Add - \$ 812.00
2. Extended warranty on 15 ton system from standard 1 year labor and parts warranty, 5 year compressor warranty to 5 year all labor and parts warranty.
Add - \$ 2450.00

Anticipated completion time from start to finish is seven working days. The 7.5 ton Carrier for Price Martin Center does have a lead time of 21 days upon ordering. All other equipment is available within seven working days of order.

A handwritten signature in black ink, which appears to read "Dane W. Dyer".



COOLING • HEATING • IAQ

CAC058634

"The Comfort Store"

3849 Reid St.

Ph. 386-328-3212

Fax 386-328-9404

Palatka, Fl. 32177

HVAC PROPOSAL

Prepared For: City of Palatka - General Services Department

Project: Price-Martin Center - Replace the existing 7.5 ton system
Bid Request Item 2

Equipment Type	Air-to-Air Rooftop Package Air Conditioner
Manufacturer	Trane
System Size	7.5 ton
Efficiency (EER)	10.3
Package Unit Model	TSC090A3E0A0000
Heater Model	BAYHTRS309A
Outside Air Damper Model	BAYDMPR056B
Roof Curb Adapter Model	TC43ACQD08
Thermostat Model	Robertshaw 9400 Digital
Installation Includes	Removal and disposal of existing equipment and debris from premises
	Sealing new roof curb adapter to existing ducts
	Sealing new unit to new roof curb adapter
	Control wiring
	Re-connect power wiring
	Crane service
	Labor, freight, tax, and permit
Southern Air Warranty	1 Year on Material and Labor
Manufacturer Warranty	Standard Commercial
Unit Parts	1 Year
Compressor	5 Years
Total	\$7,823

Note: There are too many extended warranty options to list. Please list specifics of type of extended warranty desired for quote.



COOLING • HEATING • IAQ

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Ph. 386-328-3212

Fax 386-328-9404

Palatka, Fl. 32177

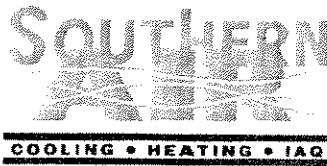
HVAC PROPOSAL

Prepared For: City of Palatka - General Services Department

Project: Golf Course Club House - Replace air handler in men's locker room
 Bid Request Item 1 - Number A1

Option Number	1	2
Equipment Type	Air Handler	Air Handler
Manufacturer	Ruud	Goodman
Unit Size	5 Ton	5 Ton
Unit Model	UBHK25-J11NFH	ARUF4860
Installation Includes	Removal and disposal of existing equipment and debris from premises	
	Dismantling of air handler in closet (Will not fit through door)	
	New metal air handler stand	
	Re-connect to existing supply air duct system	
	Refrigerant piping	
	Re-connect condensate drain	
	Control wiring	
	Re-connect power wiring	
	Labor, freight, tax, and permit	
Southern Air Warranty	1 Year on Material and Labor pertaining to air handler replacement	
Manufacturer Warranty	Standard Commercial	Standard Commercial
Unit Parts	1 Year	1 Year
Indoor Coil		
Total For Option	\$2,011	\$1,790

Note: There are too many extended warranty options to list. Please list specifics of type of extended warranty desired for quote.



CAC058634

"The Comfort Store"

3849 Reid St.

Ph. 386-328-3212

Fax 386-328-9404

Palatka, FL 32177

HVAC PROPOSAL

Prepared For: City of Palatka - General Services Department

Project: Golf Course Club House - Replace the 15 ton air handler and 2 - 7 1/2 ton condensers
 Bid Request Item 1 - Number A2

Equipment Type	Air-to-Air Two Stage Split Air Conditioner
Manufacturer	Ruud
System Size	15 Ton
Efficiency (EER)	9.5
Condensing Unit Model(s)	(2) RAWD-090CAZ
Air Handler Model	(1) RHGG180ZK
Thermostat Model	Robertshaw 9420 Digital
Installation Includes	Removal and disposal of existing equipment and debris from premises
	Re-connect to existing supply air duct system
	Refrigerant piping
	Re-connect condensate drain
	Control wiring
	Re-connect power wiring
Exclusions	Labor, freight, tax, and permit
Southern Air Warranty	Remove and re-install fence to allow for installation
Manufacturer Warranty	1 Year on Material and Labor
Unit Parts	Standard Commercial
Compressor	1 Year
Total	5 Years
	\$11,092

Note: There are too many extended warranty options to list. Please list specifics of type of extended warranty desired for quote.



COOLING • HEATING • IAQ

CAC058634

"The Comfort Store"

3849 Reid St.

Ph. 386-328-3212

Fax 386-328-9404

Palatka, Fl. 32177

HVAC PROPOSAL

Prepared For: City of Palatka - General Services Department

**Project: Golf Course Club House - Replace the 5 ton air handler and 5 ton condenser
Bid Request Item 1 - Number A3**

Equipment Type	Air-to-Air Split Heat Pump
Manufacturer	Lennox
System Size	5 Ton
Efficiency (SEER)	13
Outdoor Unit Model	13HPD-060
Air Handler Model	CB26UH-060
Heater Model	ECB26-10
Thermostat Model	Robertshaw 9420 Digital
Installation Includes	Removal and disposal of existing equipment and debris form premises
	New metal air handler stand
	Seal mechanical room at the ceiling
	Re-connect to existing supply air duct system
	Refrigerant piping
	Re-connect condensate drain
	Control wiring
	Re-connect power wiring
Southern Air Warranty	Labor, freight, tax, and permit
Manufacturer Warranty	1 Year on Material and Labor
Unit Parts	Standard Commercial
Compressor	1 Year
Total	5 Years
	\$4,495

Note: There are too many extended warranty options to list. Please list specifics of type of extended warranty desired for quote.

ARTIC AIR, INC.
PO BOX 911
1501 ST JOHNS AVE
PALATKA FL 32178

Air Conditioning and Heating
License No. CAC053843

Phone: (386) 325-5095 Fax: (386) 328-0977

PROPOSAL

12 June 2006

City of Palatka

Price Martin Center, Kenneth Venables,
General Services Director, 201 N 2nd St.,
Palatka, Fl. 32177

=====

We hereby submit specifications and estimates for:

Price Martin Center:
Installing a new Trane 7.5 ton roof top package air conditioner and heat, new adapter roof curb, manual outside air to meet fresh air requirements.

Includes complete installation, crane, removal of old unit, reconnecting all electrical wiring, proper size fusing, permits/inspections, supply/return duct connections, seal all new duct connections, vibration proof pads, thermostat and safety cut off switches.

One year parts and labor warranty. *Complete price \$8476.00. Optional 10-year parts and labor add \$1542.00.*

=====

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations will be executed only upon written orders, and will become an extra charge over and above the estimate. Default in payment in collection total, plus reasonable attorney's fees.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation must be done in writing.

We Propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

Payment due Upon Installation

Authorized By: Michael E. Curtis
Michael E. Curtis

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Artic Air, Inc. is authorized to execute this agreement. Payment will be made as outlined above.

Signature _____ Date _____

ARTIC AIR, INC.
PO BOX 911
1501 ST JOHNS AVE
PALATKA FL 32178

Air Conditioning and Heating

License No. CAC053843

Phone: (386) 325-5095 Fax: (386) 328-0977

PROPOSAL

12 June 2006

City of Palatka

Golf Course; Kenneth Venables, General Services Director, 201 N 2nd St., Palatka, FL 32177

=====
We hereby submit specifications and estimates for:

Golf Course:
Item A-1; replace existing men's locker room air handler, matching indoor unit to the 5-ton Rheem condenser which remains. New AH to be compatible with 13 SEER air conditioning later. One year parts and labor warranty. *Complete price \$1634.00.* Optional 10-year parts and labor add \$542.00.

Item A-2; replacing one 15 ton air handler and two 7.5 ton condensers systems. One year parts and labor warranty. Four additional years limited warranty on the compressor. *Complete price \$11939.00.* Optional 10-year parts and labor warranty \$3016.00

Item A-3; replacing the 5-ton air handler and condenser with new 5-ton 13 SEER air conditioner and heating system. *Complete price \$3620.00.* Optional 10-year parts and labor add \$942.00.

Includes complete installation, removal of old units, reconnecting all electrical wiring, proper size fusing, permits/inspections, supply/return duct connections, seal all new duct connections, vibration proof pads and safety cut off switches.

Total \$17193.00

=====
All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations will be executed only upon written orders, and will become an extra charge over and above the estimate. Default in payment in collection total, plus reasonable attorney's fees.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. *Cancellation must be done in writing.*

We Propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

Payment due Upon Installation

Authorized By: Michael E. Curtis
Michael E. Curtis

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. Artic Air, Inc. is authorized to execute this agreement. Payment will be made as outlined above.

Signature _____ Date _____

Memo

2.

**To: Allen Bush
Mayor Flagg
City Commissioners**

**Date: 6-15-2006
Subject: A/C Bids**

I have reviewed the A/C Bids that I received on June 13, 2006 and found several discrepancies between the company's quotes. I will Point out the important ones:

Southern Air although low bidder has less warranty on the Items than the competitors and also excludes the removal of the fence for instillation from there bid. It was in the bid pack that they should provide any work and materials not listed that are required to complete this project. The savings could be lost if I am required to do the fence project in house.

Artic Air provided a very competitive quote however, it is unknown what the seer rating is since it was not provided in the quote. Also their bid on the 5 Ton air handler was lower however, when you add the extended warranty option they provided to make the bid comparable their bid is \$ 86.00 Higher.

Palatka Heating and Air provided the most detailed quote and also includes an anticipated completion date of 14 days (7 days to order equipment & 7 Days for completion) that was requested in the bid packet. Neither of the other bidders provided this information. I will also note that although Palatka Heating & Air is higher on the 5 Ton Unit (Bid 2) that their total package is \$ 227.00 Less expensive than Artic Air bid.

I have noted the best possible price on my comparison page, which reflects a \$ 298.00 Savings, by splitting the bids to multiple vendors. However, It is my recommendation that all items be awarded to Palatka Heating & Air for consistency and Uniformity purposes. This is a large investment and I would hate to see it jeopardized in the long term by piecing different companies and manufacturers equipment together.

It is also my recommendation that we take the 10.3 seer option that palatka heating specified because of the electric savings that can be gained over the next 20 years. This savings gained by taking this option will be \$ 580.50 per year (per FPL) which would pay for itself in three years and continue to provide electrical savings totaling] \$ 9868.50 for the next 17 years.

The savings gained in electrical cost by replacing these necessary units is estimated to be approximately \$ 4400.00 per year

Lynn A. Davis III , CGCS
Golf Course Superintendent

Golf A/C Bid Comparison

A/C Unit	Palatka Heating	Waranty	Artic Air	Waranty	Southern Air	Waranty
15 Ton Main Unit	\$11,500.00	1/5	\$11,939.00	1/5 Limited	\$11,092.00	1/5
*10.3 SEER Option	\$12,878.00	1/5				
5 Ton South End of Main Room	\$4,860.00	10/10	\$4,562.00	10/10	\$4,495.00	1/5
5 Ton Air Handler Locker Rooms Options	\$2,090.00	1/5	\$1,634.00	1/1	\$2,011.00	1/1
			\$2,176.00	10/10	\$1,790.00	1/1
Totals	\$18,450.00		\$18,677.00		\$17,598.00	<---

Excludes
removal of
Fence for
Instillation

Best Possible Price \$18,152.00 Palatka Air Bids (1&3)
Artic Air Bid 2

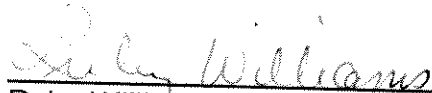
3.

CITY OF PALATKA
FINANCE DEPARTMENT
MEMORANDUM

June 19, 2006

TO: K. Flagg, Mayor, Commissioner
M. Lawson-Brown, Vice Mayor, Commissioner
A. Kitchens, Commissioner
J. Norwood, Commissioner
G. Sanders, Commissioner
Cc: A. Bush, City Manager

FROM:



Ruby Williams, Finance Director

RE: Funding Source for Golf Course Air Conditioning Replacement

There are sufficient funds available from the Better Place Plan to fund this project.

Please contact me if you have any questions.

Thank you.

Agenda Item

1b

**CITY OF PALATKA
CITY COMMISSION AGENDA REQUEST**

REQUESTOR:

NAME: Kenneth Venables, General Services Director

Requested City Commission Meeting Agenda Date: June 22, 2006

Subject: Declare the following vehicle surplus to the needs of the City:

One (1) 1978 Chevrolet Step-Van VIN # 1CCFP22MX83312880, declared surplus by the fire department. This vehicle was offered to the other city departments, with no interest generated.

Action Requested: Declare this vehicle surplus and authorize its disposition as follows:

1. Offer it at no cost to local nonprofit organizations. If there is no interest here;
2. Place the vehicle up for public sealed bid sale. If there is no interest here;
3. Dispose of the vehicle through the GOV.com internet auction program.

Signature Kenneth E. Venables

Date 6-15-06

CITY COMMISSION ACTION: _____

Signature: _____

Date _____

PALATKA FIRE DEPARTMENT
100 North 11th. Street
Palatka, Florida 32177

MEMORANDUM

TO: Ken Venables
General Services
From: Captain Porter
Ref: Surplus Equipment

05/31/06

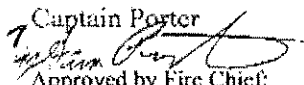
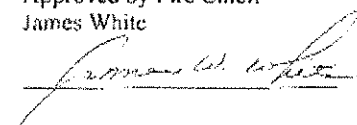
Effective 06/05/06 we are declaring the following equipment surplus as it will no longer be needed by the Fire Department.

- 1- 1978 Chevrolet Step-van Vin# 1CCFP22MX83312880
- 2- 4 door beverage sales type truck body, donated to us by Georgia Pacific Corp.
- 3- Box of used outdated computer equipment

Also back in March the commission approved to surplus some used pagers and chargers along with some other out of service radio equipment. To date we have not been contacted by any city department requesting these items. We would like to request permission to donate these items to the Southwest Volunteer Fire Department as they still have several of these type units in service and could use them for repair parts.

Please let us know.

Thank You,

Captain Porter

 Approved by Fire Chief:
 James White


Agenda Item

2

RESOLUTION NO. 7- 139

A RESOLUTION OF THE CITY OF PALATKA, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST TO AN AGREEMENT FOR MAINTENANCE OF PORTIONS OF RIGHT OF WAY ALONG SR15, SR20 AND SR100 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the Florida Department of Transportation desires to renew an agreement with the City of Palatka to perform certain maintenance of state roads in order to improve the aesthetic appearance of the City; and

WHEREAS, the City of Palatka desires to renew an agreement with the Florida Department of Transportation to maintain portions of the right-of-way along SR 15, SR 20 and SR100; and

WHEREAS, the term of this renewal agreement begins July 1, 2006 and ends June 30, 2007.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are hereby authorized to execute and attest, on behalf of the City of Palatka, Florida, an Agreement for Maintenance between the City of Palatka and the Florida Department of Transportation for portions of the right-of-way along SR 15, SR 20 and SR 100, FIN Project No. 41021417254.

PASSED AND ADOPTED this 22nd day of June, 2006.

CITY OF PALATKA

By: Its MAYOR

ATTEST:

CITY CLERK

1010 Ocean Street
Palatka, FL 32177
Tel. (386) 329-0107
Fax (386) 329-0108

City of Palatka Public Works
Sanitation/Streets Division

To: Allen Bush, City Manager; City Commissioners

From: Woody Boynton, Public Works Director

Date: June 16, 2006

RE: Florida Department of Transportation Maintenance Agreement Renewal

The local maintenance agreement contract with Florida Department of Transportation will expire on June 30, 2006. Attached is a copy of the new local agreement. In summary this agreement commits the City to maintain the SR-15, SR-20 and SR-100 right-of-ways for the upcoming year. For this work, the FDOT will reimburse the City for its efforts. This reimbursement will assist in paying for one of the inmate squads that we employ.

This agreement is similar to the agreement that is expiring and we are recommending the Mayor be given authorization to sign the agreement.

BETSY DRIGGERS

From: <Amanda.Elkins@dot.state.fl.us>
To: <jclevinger@greencovesprings.com>; <citymanager1@alltel.net>; <RLEETCH@ci.st-augustine.fl.us>; <sschroeder@ci.st-augustine.fl.us>; <townmayoinfo@alltel.net>; <sabadmin@bellsouth.net>; <jmandrick@fbfl.org>; <jsinclair@fbfl.org>; <hillth@alltel.net>; <kanelybd@ci.gainesville.fl.us>; <betsy@mail.gbso.net>; <citymanager@cityofmacclenny.com>; <inglis3@mindspring.com>; <BronsonTownHall@aol.com>; <trentoncitymanager@gmail.com>
Cc: <lisa.butler@dot.state.fl.us>; <vince.camp@dot.state.fl.us>; <lizabeth.yates@dot.state.fl.us>
Sent: Friday, June 16, 2006 8:56 AM
Attach: Damage Outage Report.pdf
Subject: INVOICE REQUEST - State Highway System Lighting, Maintenance and Compensation Agreement

**INVOICE REQUEST FOR FISCAL YEAR 2005-2006
Maintenance Work Order**

State Highway System Lighting, Maintenance and Compensation Agreement

The Department of Transportation is requesting an invoice under the STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE AND COMPENSATION program. Please remit your fiscal year 2005-06 lump sum invoice that you are currently eligible for as reflected in last year's approved work order by **June 30th**.

Remit your invoice to:

**Ms. Lizbeth A. Yates
FDOT District 2 Maintenance Office – MS2010
1109 South Marion Avenue
Lake City, Florida 32024**

If you have already submitted your invoice for this fiscal year, please disregard this email.

Also, if you have not filled out the attached Damage and Outage report, please do so and return to Vince Camp at this time.

If you have any further questions, please contact Vince Camp at (386) 758-3732 or Lizbeth Yates at (386) 961-7512.

Thank you.

Amanda Elkins
Utility Analyst
Florida Department of Transportation - Utilities
1109 S. Marion Ave - MS 2024
Lake City, FL 32025
386.758.3723

Contract No.: _____
Financial Project No.: 41021417254
County: Putnam

AGREEMENT FOR MAINTENANCE

THIS AGREEMENT, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, a component Agency of the State of Florida, and the CITY OF PALATKA hereinafter called the "CITY", effective as of the date executed by the DEPARTMENT.

WITNESSETH:

WHEREAS, as part of its maintenance responsibilities for the STATE OF FLORIDA HIGHWAY SYSTEM, the DEPARTMENT has been maintaining the existing limits of the state highways identified in Attachment "A" and made a part hereof; and

WHEREAS, the CITY desires to maintain portions of the state roads identified in Attachment "A" in order to improve the aesthetic appearance of the CITY; and

WHEREAS, the entire lengths of the above-mentioned state highways are within or adjacent to the corporate limits of the CITY; and

WHEREAS, the CITY, by Resolution No. _____ dated _____, attached hereto and made a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits each to flow to the other, the parties covenant and agree as follows:

1. The CITY shall appoint a representative for the administration of this Agreement. The CITY representative will be the "contact" for the DEPARTMENT's local Maintenance Engineer and/or his/her representative concerning all aspects of this Agreement, including communications with the public and/or political officials. The CITY shall be responsible for maintenance of all landscaped and/or turfed areas within DEPARTMENT right-of-way having limits identified in Attachment "A". The CITY shall be responsible for the maintenance of traffic during all operations covered by this Agreement, in accordance with Part VI of the Manual on Uniform Traffic Control Devices and the current Roadway and Bridge Design Standards and any other applicable standards. For the purpose of this Agreement, unless otherwise noted in Attachment "A", the locations to be maintained by the CITY shall be maintained to a minimum standard so as to meet the Maintenance Rating Program's (MRP) desired rating of 80. Should any item of maintenance fall below the desired rating, the CITY agrees to immediately concentrate efforts and to bring the deficient item up to a minimum MRP rating

of 80. The CITY will not be responsible for a below 80 rating if the cause and effect is not due to neglect by the CITY.

2. The CITY shall, within the right-of-ways identified in Attachment "A", accomplish the following during the term of this Agreement:
 - A. Routinely mow, cut and/or trim the grass or turf (includes total greenscape) in accordance with State of Florida "Guide for Roadside Mowing" (1990) and any amendments thereto.
 - B. Properly prune all plants which includes:
 - (1) Routinely trimming trees
 - (2) Routinely pruning such parts thereof which may present a visual or other safety hazard for those using or intending to use the right of way
 - C. Routinely remove dead, diseased or otherwise deteriorated plants.
 - D. Routinely keep litter removed from the right-of-way.
 - E. Routinely remove and dispose of all trimmings, roots, litter, etc. resulting from the activities described herein.
 - F. Routinely edge and sweep any excess grass from sidewalks, curbs and gutters.
 - G. Routinely sweep roadways, curbs and gutters, valley gutters, intersections and barrier wall gutters.
3. The CITY and the DEPARTMENT shall be responsible jointly for clean-up, removal and disposal of debris from DEPARTMENT right-of-ways described by Attachment "A", or subsequent amended limits mutually agreed to in writing by both parties, following a natural disaster (i.e. hurricane, tornadoes, etc.).
4. To the extent permitted by law, the CITY covenants and agrees that it will indemnify and hold harmless DEPARTMENT and all of DEPARTMENT's officers, agents and employees, from any claim, loss, damage, cost or charge of expense arising out of any act, action, neglect or omission by CITY during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which DEPARTMENT or said parties may be subject, except that neither CITY nor any of its agents or contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of DEPARTMENT or any of its officers, agents or employees.
5. If, at any time after the CITY has assumed the landscaping installation and/or maintenance responsibility above-mentioned, it shall come to the attention of the DEPARTMENT's District Secretary that the right-of-ways identified in Attachment "A" or a part thereof is not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his option issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the CITY, to place said CITY on notice thereof. Thereafter, the CITY shall have a period of thirty (30) calendar

days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may, at its option, proceed as follows:

- A. Undertake the correction of said deficiencies and maintain the subject right of ways as required by this Agreement, with DEPARTMENT or a contractor's personnel and equipment, and invoice the CITY for all reasonably incurred costs and expenses related thereto, all of which the CITY hereby agrees to pay immediately; and/or
- B. Terminate the CITY's right to perform hereunder, and undertake with its own forces or retain the services of a contractor to complete required performance under this Agreement and recover from the CITY all of the DEPARTMENT's reasonably incurred costs and expenses related to said completion; and/or
- C. As to any additional landscaping that may have been added to the subject right of ways, the DEPARTMENT may elect to remove same and to restore affected areas to their preexisting condition and invoice the CITY for the reasonable cost of such removal and restoration, all of which shall be immediately paid by the CITY; and/or
- D. The DEPARTMENT may offset all sums due it under this Agreement against any payments that may be due or come due to the CITY under this or other maintenance agreements with the DEPARTMENT. If said funds are not sufficient to reimburse the DEPARTMENT, the CITY shall pay any deficiency to the DEPARTMENT immediately upon invoicing.

- 6. It is understood between the parties that all areas and landscaping covered by this Agreement may be deleted, removed, relocated, or adjusted at any time in the future as found necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed and maintained to meet the future criteria or planning of the DEPARTMENT, in which event the payments provided for in paragraph 7 shall be subject to adjustment.
- 7. The DEPARTMENT agrees to pay to the CITY quarterly (each three month period following a notice to proceed) compensation for the cost of maintenance as described under items (2) A through (2) G of this Agreement. The lump sum payment will be in the amount of \$ 12,913.51 per quarter for a total sum of \$ 51,654.02 per year. In the event this Agreement is terminated as established by items five (5) or eight (8) herein, payment will be prorated for the quarter in which termination occurs.
- 8. This Agreement or part thereof is subject to termination under any one of the following conditions:
 - A. In the event the DEPARTMENT exercises the option identified in items five (5) and fifteen (15) of this Agreement.
 - B. Upon thirty (30) days written notice and upon mutual agreement of the parties.
- 9. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date a written notice to proceed is issued to the CITY by the DEPARTMENT's District Maintenance Engineer. It is understood that, at the end of the initial one year period, this Agreement may be

renewed for no more than two (2) one (1) year renewal periods. Renewals shall be made at the discretion of the DEPARTMENT and agreed to in writing by the CITY.

10. In the event this Agreement extends beyond the DEPARTMENT's current fiscal year, the CITY and DEPARTMENT mutually agree that performance and payment during subsequent fiscal periods is contingent upon funds being appropriated, allocated, or otherwise made available by the legislature.

Therefore, Section 339.135(6)(a), Florida Statutes (1995), is applicable to this Agreement which states as follows: - The DEPARTMENT, during any fiscal year, may not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid thereon. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds.

Nothing herein contained shall prevent the making of contracts for a period exceeding one (1) year, but any contract so made shall be executory only for the succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT in excess of \$25,000.00 and having a term for a period of more than one (1) year.

11. The CITY shall not have authority to add any landscaping to any of the DEPARTMENT's right-of-ways without first making written application to the DEPARTMENT and receiving written approval from the DEPARTMENT pursuant to the terms of this paragraph 11. All requests and approvals shall be deemed to have been made and given in agreement with and subject to the conditions set forth below:

- A. Plans for any new landscaping shall be subject to prior written approval by the DEPARTMENT's local Maintenance Engineer. The CITY shall not change or deviate from said approved plans without prior written approval from the Maintenance Engineer.
- B. All landscaping shall be developed and implemented in accordance with appropriate state safety and road design standards.
- C. The CITY agrees to complete, execute and comply with all applicable joint application, insurance forms and permitting requirements of the DEPARTMENT related to construction and maintenance of additional landscaping on the DEPARTMENT's right-of-ways.
- D. The CITY agrees that it shall not be entitled to receive nor shall the DEPARTMENT be required to pay any additional payments due to any additional landscaping that may be added pursuant to this provision, including, but not limited to, any increase in the cost incurred by the CITY to install, maintain, or remove the added landscaping during the term of this Agreement, and any renewal thereof, and/or subsequent to this Agreement's termination for any reason.
- E. The CITY agrees to be solely responsible for the installation, continuing maintenance and/or any removal and or restoration of any approved additional landscaping, without cost to the

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DEPARTMENT, pursuant to the requirements and standards established by this Agreement, during the term of this Agreement and as it may be later renewed and for such additional period, upon the expiration or termination of this Agreement, as said additional landscaping remains on the DEPARTMENT's right-of-way. This Agreement being deemed to survive its expiration and/or termination as to any additional landscaping added pursuant to this paragraph 11.

12. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other prior agreements or understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.
13. This Agreement is nontransferable and nonassignable in whole or in part without the written consent of the DEPARTMENT.
14. This Agreement, shall be governed by, and construed according to the laws of the State of Florida.
15. Contractual Services - In the event this contract is for a contractual service as defined by Section 287.012, Florida Statutes (1996), the following provisions shall also apply:
 - A. Pursuant to the requirements of Section 287.058, Florida Statutes (1996):
 - (1) The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this contract. Failure by the Contractor to grant such public access shall be grounds for immediate cancellation of this contract by the Department.
 - (2) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof, and bills for travel expenses specifically authorized by this contract shall be submitted and paid in accordance with the rates specified in Section 112.061, Florida Statutes.
 - B. Pursuant to the requirements of Section 287.133(3)(a) and (2)(a), Florida Statutes (1996):

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes (1996), for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

16. A Vendor Ombudsman has been established with the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline, 1-800-848-3792.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the Executed/Agreement Effective Date stated below.

CITY OF PALATKA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

District Secretary

Title:

ATTEST: _____ (SEAL)

Executive Secretary

ATTEST: _____ (SEAL)

CLERK

Executed/Agreement Effective
Date

FOR DEPARTMENT USE ONLY

APPROVED AS TO FORM AND LEGALITY:

Attorney, Department of Transportation DATE

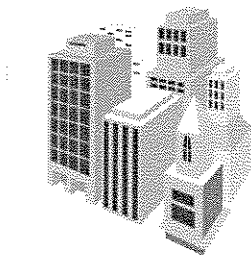
ATTACHMENT "A"

CITY OF PALATKA
MAINTENANCE LOCATIONS

<u>STATE ROAD NUMBER</u>	<u>LIMITS</u>
15	FROM Farmers Market TO Carter Road
20	FROM S.R. 19 TO Reid Street
100	FROM S.R. 19 TO S.R. 15 (U.S. 17)

Agenda Item

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CITY OF PALATKA
Allen R. Bush
City Manager
201 N. 2nd Street
Palatka FL 32177
Phone: 386-329-0100
Fax: 386-329-0106
e-mail: arbush@qbso.net

Memorandum

To: City Commission & Staff
From: Allen R. Bush, City Manager
Date: June 21, 2006
Re: Legal Counsel Proposals for Developer Agreement Negotiations

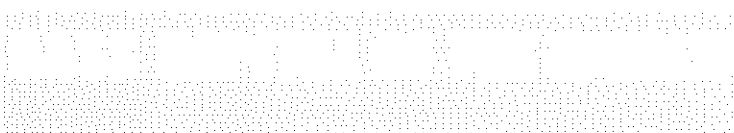
The City solicited proposals from firms experienced in negotiating and putting together “development agreements” between public and private sectors, and received three submittals. I recommend that the Commission appoint a Review Committee comprised of myself, Mayor Karl Flagg, BOCC Chairman Linda Myers, Architect Robert Taylor, and Don Holmes to review these submittals and either:

- 1) Make a recommendation back to the Commission; or
- 2) Receive authorization to make an award earlier than the July 20th meeting

This firm will advise and represent the City in negotiations with the riverfront developer. They should have the experience to provide the city with an airtight agreement clearly delineating the responsibilities of both the developer and the City. The cost of this representation will depend upon the amount of time required to prepare the agreement. The responsibilities of each party are spelled out in the original RFDQ for development. Following this already established guideline, it is hoped that the agreement can be prepared in a relatively short time.

Payment for these services should come from Tax Increment Funds and billings from the firm or attorney will come before the CRA, which is comprised of the City Commission plus a representative of Downtown Palatka, Inc. and the Main Street Manager.

Please take action to accept this recommendation and appoint the Review Committee members accordingly, and designate one of the options listed above for awarding the contract for Legal Counsel to draw up the Riverfront Development Agreement. This committee will “sunset” once the bid has been awarded.



LEGAL ADVERTISEMENT

REQUEST FOR LEGAL COUNSEL QUALIFICATIONS

The City of Palatka, Putnam County, Florida is seeking qualifications from individuals or firms to provide legal counsel representation on the following Project: City of Palatka Riverfront Redevelopment

The City is looking for representation to assist in contract negotiations, development and execution of a developer's agreement between the City of Palatka and the awarded developer. The project consists of the development of approximately (4) four acres of property in Historic Downtown Palatka, contiguous to the St. Johns River. For details on the proposed development, please go to the City's website at www.cityofpalatka.com or contact Allen R. Bush, City Manager, at 386-329-0100 ext. 17.

REQUIREMENTS:

1. Legal counsel resume and, if applicable, name of associated firm and member composition;
2. List of references including any prior experience with drafting, composing and/or generating a public/private partnership developer agreement, including name(s) of entity, address, and name & phone number of person to contact to confirm reference;
3. Hourly rate for contract negotiations and generation of a Developer's Agreement.

Please submit a list of qualifications including required information to Allen R. Bush, City Manager, 201 N. 2nd Street, Palatka, FL 32177 by noon on Tuesday, June 20, 2006. For more information, please contact Allen R. Bush at 386-329-0100. EOE/DFWP

Run Dates: June 10 and 14, 2006 (if possible – if not, call me for revisions – 329-0100 x211)

PROOF OF PUBLICATION REQUESTED

**City of Palatka
201 N. 2nd Street
Palatka FL 32177
Fax 386-329-0106**