

6:45 P.M. Community Redevelopment Agency Meeting

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**AGENDA**  
**CITY OF LAKE CITY**  
**City Council Regular Session**  
**March 3, 2014**  
**7:00 P.M. at City Hall**

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**PLEDGE OF ALLEGIANCE**

**INVOCATION** - Mayor Stephen Witt

1. **ROLL CALL**

2. **PROCLAMATIONS**

None

3. **MINUTES**

None

4. **APPROVAL OF AGENDA**

5. **APPROVAL OF CONSENT AGENDA**

None

6. **PERSONS WISHING TO ADDRESS COUNCIL**

7. **PERSONS WISHING TO APPEAR THAT ARE NOT ON THE AGENDA**

8. **OLD BUSINESS**

None

9. **NEW BUSINESS**

A. RESOLUTIONS:

1. City Council Resolution No. 2014-018, if adopted, will authorize the City by and through its Police Department to enter into a Third Judicial Circuit Mutual Aid Agreement between Municipalities located in the Third Judicial

Circuit and the Sheriffs of the Counties within the Third Judicial Circuit.

2. City Council Resolution No. 2014-019, if adopted, will find that McCray Construction, LLC., a Florida limited liability company has submitted the best and lowest responsive bid for the construction of a new roadway approximately 1,530 linear feet connecting SE Timberwolf Drive to SE Water Plant Road to access the Price Creek Water Treatment Plant, as identified in and required by Invitation to Bid ITB 001-2014; and will authorize the City to enter into a contract with McCray Construction, LLC., to perform all of the work required by and in accordance with the bid documents for a lump sum payment of \$191,017.40.
3. City Council Resolution No. 2014-020, if adopted, will authorize the City to enter into an agreement with Tindale-Oliver & Associates, Inc. relating to providing professional services to support the City in its review and update study of the non-ad valorem fire assessment program for the Fiscal Year 2015 at a cost of \$33,650.00.

**10. DEPARTMENTAL ADMINISTRATION**

- A. United Way of Suwannee Valley Property Transfer (Wendell Johnson)
- B. Anderson Columbia Gas Line Extension (Steve Roberts/Wendell Johnson)

**11. COMMENTS BY COUNCIL MEMBERS**

**12. ADJOURNMENT**

9A1

CITY COUNCIL RESOLUTION NO. 2014-018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY BY AND THROUGH ITS POLICE DEPARTMENT TO ENTER INTO A THIRD JUDICIAL CIRCUIT MUTUAL AID AGREEMENT BETWEEN MUNICIPALITIES LOCATED IN THE THIRD JUDICIAL CIRCUIT AND THE SHERIFFS OF THE COUNTIES WITHIN THE THIRD JUDICIAL CIRCUIT.**

**WHEREAS**, the City of Lake City, Florida ("City") desires to enter into a Mutual Aid Agreement by and among the municipalities located in the Third Judicial Circuit and the Sheriffs of the counties within the Third Judicial Circuit ("Law Enforcement Agencies"); and

**WHEREAS**, the Law Enforcement Agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional law enforcement problems so as to protect the public peace and safety, and preserve the lives and property of the people, and intensive situations, including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and

**WHEREAS**, the Law Enforcement Agencies have the authority under Section 23.12, Florida Statutes, et seq, The Florida Mutual Aid Act, to enter into a combined mutual aid agreement for law enforcement service which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34, Florida Statutes; and

**WHEREAS**, the City has determined it is in its interest and the interest of its citizens to enter into the Third Judicial Circuit Mutual Aid Agreement with the Law

Enforcement Agencies pursuant to and in accordance with the terms and conditions of Third Judicial Circuit Mutual Aid Agreement, copy of which is attached hereto and made a part of this resolution (the "Mutual Aid Agreement").

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are incorporated herein and made a part of this resolution.

**Section 2.** The City is hereby authorized to enter into the Mutual Aid Agreement with the Law Enforcement Agencies and the Mayor and Chief of Police are authorized to execute the Mutual Aid Agreement for and on behalf of the City.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

This is an agreement between municipalities located in the Third Judicial Circuit. This is also an agreement between those municipalities and the Sheriffs of the counties within the Third Judicial Circuit.

For the purpose of this agreement, the subscribing Law Enforcement agencies are as follows:

**Cross City Police Department  
Jasper Police Department  
Jennings Police Department  
Lake City Police Department  
Live Oak Police Department  
Madison Police Department  
Perry Police Department  
White Springs Police Department**

**Columbia County Sheriff's Office  
Dixie County Sheriff's Office  
Hamilton County Sheriff's Office  
Lafayette County Sheriff's Office  
Madison County Sheriff's Office  
Suwannee County Sheriff's Office  
Taylor County Sheriff's Office  
Suwannee County Correctional  
Institute**

**Witnesseth**

WHEREAS, THE SUBSCRIBING LAW ENFORCEMENT AGENICES ARE SO LOCATED IN RELATION TO EACH OTHER THAT IT IS TO THE ADVANTAGE OF EACH TO RECEIVE AND EXTEND MUTUAL AID IN THE FORM OF LAW ENFORCEMENT SERVICES AND RESOURCES TO ADEQUATELY RESPOND TO:

- 1) CONTINUING, MULTI-JURISDICTIONAL LAW ENFORCEMENT PROBLEMS SO AS TO PROTECT THE PUBLIC PEACE AND SAFTY, AND PRESERVE THE LIVES AND PROPERTY OF THE PEOPLE, AND,
- 2) INTENSIVE SITUATIONS INCLUDING BUT NOT LIMITED TO EMERGENCIES AS DEFINED UNDER SECTION 252.34, F.S.; AND,

WHEREAS, THE SUBSCRIBING AGENCIES HAVE THE AUTHORITY UNDER SECTION 23.12, F.S., ET SEQ, THE FLORIDA MUTUAL AID ACT, TO ENTER INTO A COMBINED MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT SERVICE WHICH:

- 1) PERMITS VOLUNTARY COOPERATION AND ASSISTANCE OF A ROUTINE LAW ENFORCEMENT NATURE ACROSS JURISDICTIONAL LINES, AND,
- 2) PROVIDES FOR THE RENDERING OF ASSISTANCE IN LAW ENFORCEMENT EMERGENCIES AS DEFINED IN SECTION 252.34, F.S.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:  
SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

EACH OF THE AFORESAID LAW ENFORCEMENT AGENCIES HEREBY APPROVE AND

AND RENDER LAW ENFORCEMENT ASSISTANCE TO THE OTHER IN DEALING WITH ANY VIOLATIONS OF FLORIDA STATUTES TO INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, INVESTIGATION OF HOMICIDES, SEX OFFENSES, ROBBERIES, ASSAULTS, BURGLARIES, LARCENIES, GAMBLING, MOTOR VEHICLE THEFTS, DRUG VIOLATIONS, PURSUANT TO CHAPTER 893, F.S., BACKUP SERVICES DURING PATROL ACTIVITIES, SCHOOL RESOURCE OFFICERS ON OFFICIAL DUTY OUT OF THEIR JURISDICTION, AND INTER-AGENCY TASK FORCES AND/OR JOINT INVESTIGATIONS.

**SECTION II: PROVIDES FOR OPERATIONAL ASSISTANCE**

EACH OF THE AFORESAID LAW ENFORCEMENT AGENCIES HEREBY APPROVE AND ENTER INTO THIS AGREEMENT WHEREBY EACH OF THE AGENCIES MAY REQUEST AND RENDER LAW ENFORCEMENT ASSISTANCE TO THE OTHER TO INCLUDE BUT NOT LIMITED TO DEALING WITH DISTURBANCES, LARGE PROTEST DEMONSTRATIONS, AIRCRAFT DISASTERS, FIRES, NATURAL OR MAN-MADE DISASTERS, SPORTING EVENTS, CONCERTS, PARADES, ESCAPES FROM DETENTION FACILITIES, AND INCIDENTS REQUIRING UTILIZATION OF SPECIALIZED UNITS.

**SECTION III: PROCEDURE FOR REQUESTING ASSISTANCE**

IN THE EVENT THAT A PARTY TO THIS AGREEMENT IS IN NEED OF ASSISTANCE AS SET FORTH ABOVE, AN AUTHORIZED REPRESENTATIVE OF THE AGENCY REQUESTING ASSISTANCE SHALL NOTIFY THE AGENCY HEAD OR HIS/HER DESIGNEE FROM WHOM SUCH ASSISTANCE IS REQUESTED. THE AGENCY HEAD OR AUTHORIZED AGENCY REPRESENTATIVE WHOSE ASSISTANCE IS SOUGHT SHALL EVALUATE THE SITUATION AND THE AGENCY'S AVAILABLE RESOURCES, CONSULT WITH HIS/HER SUPERVISORS IF NECESSARY AND, WILL RESPOND IN A MANNER HE/SHE DEEMS APPROPRIATE.

THE AGENCY HEAD IN WHOSE JURISDICTION ASSISTANCE IS BEING RENDERED MAY DETERMINE WHO IS AUTHORIZED TO LEND ASSISTANCE IN HIS/HER JURISDICTION; FOR HOW LONG SUCH ASSISTANCE IS AUTHORIZED AND FOR WHAT PURPOSE SUCH AUTHORITY IS GRANTED. THIS AUTHORITY MAY BE GRANTED EITHER VERBALLY OR IN WRITING AS THE PARTICULAR SITUATION DICTATES.

SHOULD A SWORN LAW ENFORCEMENT OFFICER BE IN ANOTHER SUBSCRIBED AGENCY'S JURISDICTION FOR MATTERS OF A ROUTINE NATURE, SUCH AS TRAVELING THROUGH THE JURISDICTION ON ROUTINE BUSINESS, ATTENDING A MEETING OR GOING TO OR FROM WORK, OR TRANSPORTING A PRISONER, AND A VIOLATION OF FLORIDA STATUTES OCCURS IN THE PRESENCE OF SAID PARTY REPRESENTING HIS/HER RESPECTIVE AGENCY, HE/SHE SHALL BE EMPOWERED TO

RENDER ENFORCEMENT ASSISTANCE AND ACT IN ACCORDANCE WITH THE LAW. SHOULD ENFORCEMENT ACTION BE TAKEN, SAID PARTY SHALL NOTIFY THE AGENCY HAVING NORMAL JURISDICTION AND UPON THE LATER'S ARRIVAL, TURN THE SITUATION OVER TO THEM AND OFFER ANY ASSISTANCE REQUESTED INCLUDING BUT NOT LIMITED TO A FOLLOW-UP WRITTEN REPORT DOCUMENTING THE EVENT AND THE ACTIONS TAKEN. THIS PROVISION SO PRESCRIBED IN THIS

INVESTIGATIONS, SERVE WARRANTS AND/OR SUBPOENAS OR TO RESPOND WITHOUT REQUEST TO EMERGENCIES ALREADY BEING ADDRESSED BY THE AGENCY OF NORMAL JURISDICTION, BUT IS INTENDED TO ADDRESS CRITICAL, LIFE-THREATENING OR PUBLIC SAFETY SITUATIONS, PREVENT BODILY INJURY TO CITIZENS, OR SECURE APPREHENSION OF CRIMINALS WHOM THE LAW ENFORCEMENT OFFICER MAY ENCOUNTER.

THE AGENCY HEAD'S DECISION IN THESE MATTERS SHALL BE FINAL.

#### SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

THE PERSONNEL AND EQUIPMENT THAT ARE ASSIGNED BY THE ASSISTING AGENCY HEAD SHALL BE UNDER THE IMMEDIATE COMMAND OF A SUPERVISING OFFICER DESIGNATED BY THE ASSISTING AGENCY HEAD. SUCH SUPERVISING OFFICER SHALL BE UNDER THE DIRECT SUPERVISION AND COMMAND OF THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE AGENCY REQUESTING ASSISTANCE.

CONFLICTS: WHENEVER AN OFFICER, DEPUTY SHERIFF OR OTHER APPOINTEE IS RENDERING ASSISTANCE PURSUANT TO THIS AGREEMENT, THE OFFICER, DEPUTY SHERIFF OR APPOINTEE SHALL ABIDE BY AND BE SUBJECT TO THE RULES AND REGULATIONS, PERSONNEL POLICIES, GENERAL ORDERS AND STANDARD OPERATING PROCEDURES OF HIS/HER OWN EMPLOYER. IF ANY SUCH RULE, REGULATION, PERSONNEL POLICY, GENERAL ORDERS OR STANDARD OPERATING PROCEDURE IS CONTRADICTED, CONTRAVENED OR OTHERWISE IN CONFLICT WITH A DIRECT ORDER OF A SUPERIOR OFFICER OF THE REQUESTING AGENCY, THEN SUCH RULE, REGULATION, POLICY, GENERAL ORDER, OR PROCEDURE SHALL CONTROL AND SUPERSEDE THE DIRECT ORDER.

HANDLING COMPLAINTS: WHENEVER THERE IS CAUSE TO BELIEVE THAT A COMPLAINT HAS ARISEN AS A RESULT OF A COOPERATIVE EFFORT AS IT MAY PERTAIN TO THIS AGREEMENT, THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE REQUESTING AGENCY SHALL BE RESPONSIBLE FOR THE DOCUMENTATION OF SAID COMPLAINT TO ASCERTAIN AT A MINIMUM:

1. THE IDENTITY OF THE COMPLAINT.
2. AN ADDRESS WHERE THE COMPLAINING PARTY CAN BE CONTACTED.
3. THE SPECIFIC ALLEGATION.
4. THE IDENTITY OF THE EMPLOYEES ACCUSED WITHOUT REGARD AS TO AGENCY AFFILIATION.

IF IT IS DETERMINED THAT THE ACCUSED IS AN EMPLOYEE OF THE ASSISTING AGENCY, THE ABOVE INFORMATION, WITH ALL PERTINENT DOCUMENTATION GATHERED DURING THE RECEIPT AND PROCESSING OF THE COMPLAINT, SHALL BE FORWARDED WITHOUT DELAY TO THE AGENCY HEAD OR HIS/HER DESIGNEE OF THE ASSISTING AGENCY FOR ADMINISTRATIVE REVIEW. THE REQUESTING AGENCY MAY CONDUCT A REVIEW OF THE COMPLAINT TO DETERMINE IF ANY FACTUAL BASIS FOR THE COMPLAINT EXISTS AND/OR WHETHER ANY OF THE EMPLOYEES OF THE

**SECTION V: LIABILITY**

EACH PARTY ENGAGING IN ANY MUTUAL COOPERATION AND ASSISTANCE, PURSUANT TO THIS AGREEMENT, AGREES TO ASSUME RESPONSIBILITY FOR THE ACTS, OMISSIONS, OR CONDUCT OF SUCH PARTY'S OWN EMPLOYEES WHILE ENGAGED IN RENDERING SUCH AID PURSUANT TO THIS AGREEMENT, SUBJECT TO THE PROVISIONS OF SECTION 788.28, FLORIDA STATUTES, WHERE APPLICABLE.

**SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

- A. EMPLOYEES OF EACH PARTICIPATING AGENCY WHEN ACTUALLY ENGAGING IN MUTUAL COOPERATION AND ASSISTANCE OUTSIDE OF THEIR JURISDICTIONAL LIMITS BUT INSIDE THIS STATE, UNDER THE TERMS OF THIS AGREEMENT, SHALL PURSUANT TO THE PROVISIONS OF SECTION 23.127(1), F.S., HAVE THE SAME POWERS, DUTIES, RIGHTS PRIVILEGES AND IMMUNITIES AS IF THE EMPLOYEE WAS PERFORMING DUTIES INSIDE THE EMPLOYEE'S POLITICAL SUBDIVISION IN WHICH NORMALLY EMPLOYED.
- B. EACH PARTY AGREES TO FURNISH NECESSARY PERSONNEL, EQUIPMENT, RESOURCES, AND FACILITIES AND TO RENDER SERVICES TO EACH OTHER PARTY TO THE AGREEMENT AS SET FORTH ABOVE: PROVIDED HOWEVER, THAT NO PARTY SHALL BE REQUIRED TO DEplete UNREASONABLY ITS OWN PERSONNEL, EQUIPMENT, RESOURCES, FACILITIES, AND SERVICES IN FURNISHING SUCH MUTUAL AID.
- C. A POLITICAL SUBDIVISION THAT FURNISHES EQUIPMENT PURSUANT TO THIS AGREEMENT MUST BEAR THE COST OF LOSS OR DAMAGE TO THAT EQUIPMENT AND MUST PAY ANY EXPENSE INCURED IN THE OPERATION AND MAINTENANCE OF THAT EQUIPMENT.
- D. THE AGENCY FURNISHING AID PURSUANT TO THIS AGREEMENT SHALL

COMPENSATE ITS APPOINTEES/EMPLOYEES DURING THE TIME SUCH AID IS RENDERED AND SHALL DEFRAY THE ACTUAL TRAVEL AND MAINTENANCE EXPENSES OF ITS EMPLOYEES WHILE THEY ARE RENDERING SUCH AID, INCLUDING ANY AMOUNTS PAID OR DUE FOR COMPENSATION DUE TO PERSONAL INJURY OR DEATH WHILE SUCH EMPLOYEES ARE ENGAGED IN RENDERING SUCH AID.

- E. THE PRIVILEGES AND IMMUNITIES FROM LIABILITY, EXEMPTION FROM LAWS, ORDINANCES AND RULES, AND ALL PENSION, INSURANCE,



OTHER BENEFITS THAT APPLY TO THE ACTIVITY OF AN EMPLOYEE OF AN AGENCY WHEN PERFORMING THE EMPLOYEE'S DUTIES WITHIN THE TERRITORIAL LIMITS OF THE EMPLOYEE'S AGENCY APPLY TO THE EMPLOYEE TO THE SAME DEGREE, MANNER, AND EXTENT WHILE ENGAGED IN THE PERFORMANCE OF THE EMPLOYEE'S DUTIES EXTRATERRITORIALLY UNDER THE PROVISIONS OF THIS MUTUAL AID AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL APPLY WITH EQUAL EFFECT TO PAID, VOLUNTEER, AND RESERVE EMPLOYEES.

- F. NOTHING HEREIN SHALL PREVENT THE REQUESTING AGENCY FROM REQUESTING SUPPLEMENTAL APPROPRIATIONS FROM THE GOVERNING AUTHORITY HAVING BUDGETING JURISDICTION TO REIMBURSE THE ASSISTING AGENCY FOR ANY ACTUAL COSTS OR EXPENSES INCURRED BY THE ASSISTING AGENCY PERFORMING HEREUNDER.

#### SECTION VII: FORFEITURE PROVISIONS

- A. IN THE EVENT AN AGENCY SEIZES ANY REAL PROPERTY, VESSEL, MOTOR VEHICLE, AIRCRAFT, CURRENCY OR OTHER PROPERTY PURSUANT TO THE FLORIDA CONTRABAND FORFEITURE ACT DURING THE PERFORMANCE OF THIS AGREEMENT, THE AGENCY REQUESTING ASSISTANCE IN THE CASE OF REQUESTED OPERATIONAL ASSISTANCE AND THE SEIZING AGENCY IN THE CASE OF VOLUNTARY COOPERATION SHALL BE RESPONSIBLE FOR MAINTAINING ANY FORFEITURE ACTION PURSUANT TO CHAPTER 932, FLORIDA STATUTES. THE AGENCY PURSUING THE FORFEITURE ACTION SHALL HAVE THE EXCLUSIVE RIGHT TO CONTROL AND THE RESPONSIBILITY TO MAINTAIN THE PROPERTY IN ACCORDANCE WITH CHAPTER 932, FLORIDA STATUTES, TO INCLUDE, BUT NOT BE LIMITED TO, THE COMPLETE DISCRETION TO BRING THE ACTION OR DISMISS THE ACTION.
- B. ALL PROCEEDS FROM FORFEITED PROPERTY SEIZED AS A RESULT OF OR IN ACCORDANCE WITH THIS AGREEMENT SHALL BE DIVIDED EQUALLY

BETWEEN THE PARTIES PARTICIPATING IN THE ACTION THAT CAUSED THE SEIZURE, LESS THE COST ASSOCIATED WITH THE FORFEITURE ACTION.

SECTION VIII: EFFECTIVE DATE

THIS AGREEMENT SHALL TAKE EFFECT UPON EXECUTION AND APPROVAL BY THE HEREUNDER NAMED OFFICIALS AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL DECEMBER 31, 2014. UNDER NO CIRCUMSTANCES MAY THIS AGREEMENT BE RENEWED, AMENDED, OR EXTENDED EXCEPT IN WRITING.

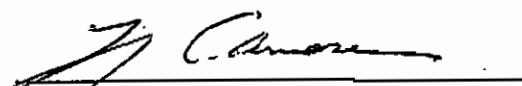
SECTION IX: CANCELLATION

ANY PARTY MAY CANCEL ITS PARTICIPATION IN THIS AGREEMENT UPON DELIVERY OF WRITTEN NOTICE TO THE OTHER PARTY OR PARTIES, CANCELLATION WILL BE AT THE DIRECTION OF ANY SUBSCRIBING PARTY.

IN WITNESS WHEREOF, THE PARTY OR PARTIES, CANCELLATION WILL BE AT THE DIRECTION OF ANY SUBSCRIBING PARTY.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED.

DATED THIS 27 DAY OF Nov., 2013.

  
\_\_\_\_\_  
Sheriff Tony Cameron  
Suwannee CO. Sheriff's Office

BETWEEN THE PARTIES PARTICIPATING IN THE ACTION THAT CAUSED THE SEIZURE, LESS THE COST ASSOCIATED WITH THE FORFEITURE ACTION.

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DATED THIS 2<sup>nd</sup> DAY OF December, 2013.

  
\_\_\_\_\_  
Chief Vern Clark  
Perry Police Department

BETWEEN THE PARTIES PARTICIPATING IN THE ACTION THAT CAUSED THE SEIZURE, LESS THE COST ASSOCIATED WITH THE FORFEITURE ACTION.

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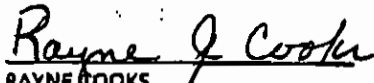
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DATED THIS 13 DAY OF Dec, 2013.

  
Chief Gary Calhoun  
Madison Police Department

  
RAYNE COOKS  
MAYOR  
CITY OF MADISON

DATE: 12-10-13

BETWEEN THE PARTIES PARTICIPATING IN THE ACTION THAT CAUSED THE SEIZURE, LESS THE COST ASSOCIATED WITH THE FORFEITURE ACTION.

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IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED.

DATED THIS 29 DAY OF Nov., 2013.

Yan [Signature]  
Chief Faron Gantous  
Jennings Police Department

BETWEEN THE PARTIES PARTICIPATING IN THE ACTION THAT CAUSED THE SEIZURE, LESS THE COST ASSOCIATED WITH THE FORFEITURE ACTION.

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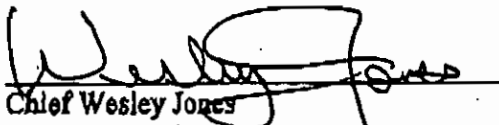
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DATED THIS 21 DAY OF Jan, 2014.

  
Chief Wesley Jones  
Cross City Police Department

BETWEEN THE PARTIES PARTICIPATING IN THE ACTION THAT CAUSED THE SEIZURE, LESS THE COST ASSOCIATED WITH THE FORFEITURE ACTION.

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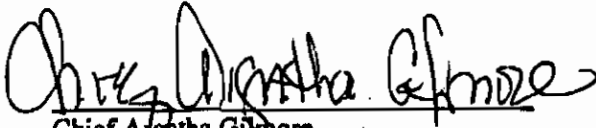
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DATED THIS 21st DAY OF January 20 14.



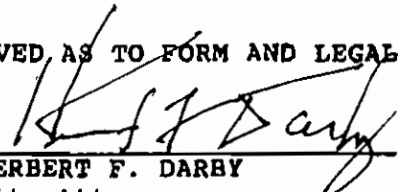
Chief Algatha Gilmore  
Lake City Police Department

CITY OF LAKE CITY, FLORIDA

BY: \_\_\_\_\_  
STEPHEN M. WITT  
Mayor

DATE: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

BY:   
HERBERT F. DARBY  
City Attorney

DATE: \_\_\_\_\_

BETWEEN THE PARTIES PARTICIPATING IN THE ACTION THAT CAUSED THE SEIZURE, LESS THE COST ASSOCIATED WITH THE FORFEITURE ACTION.

SECTION VIII: EFFECTIVE DATE

THIS AGREEMENT SHALL TAKE EFFECT UPON EXECUTION AND APPROVAL BY THE HEREUNDER NAMED OFFICIALS AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL DECEMBER 31, 2014. UNDER NO CIRCUMSTANCES MAY THIS AGREEMENT BE RENEWED, AMENDED, OR EXTENDED EXCEPT IN WRITING.

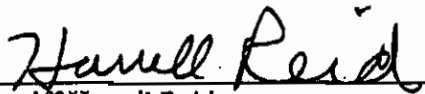
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IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED.

DATED THIS 22<sup>ND</sup> DAY OF January 20 14.

  
\_\_\_\_\_  
Sheriff Harrell Reid  
Hamilton CO. Sheriff's Office



BETWEEN THE PARTIES PARTICIPATING IN THE ACTION THAT CAUSED THE SEIZURE, LESS THE COST ASSOCIATED WITH THE FORFEITURE ACTION.

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DATED THIS 2 DAY OF Dec., 2013.



\_\_\_\_\_  
Chris Landrum, Warden  
Suwannee County Correctional Institute

BETWEEN THE PARTIES PARTICIPATING IN THE ACTION THAT CAUSED THE SEIZURE, LESS THE COST ASSOCIATED WITH THE FORFEITURE ACTION.

SECTION VIII: EFFECTIVE DATE

THIS AGREEMENT SHALL TAKE EFFECT UPON EXECUTION AND APPROVAL BY THE HEREUNDER NAMED OFFICIALS AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL DECEMBER 31, 2014. UNDER NO CIRCUMSTANCES MAY THIS AGREEMENT BE RENEWED, AMENDED, OR EXTENDED EXCEPT IN WRITING.

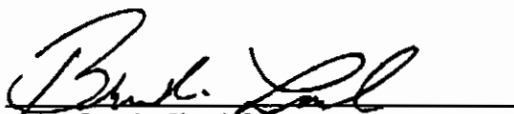
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IN WITNESS WHEREOF, THE PARTY OR PARTIES, CANCELLATION WILL BE AT THE DIRECTION OF ANY SUBSCRIBING PARTY.

IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED.

DATED THIS 6<sup>TH</sup> DAY OF December 2013.



Brian Lamb, Sheriff  
Lafayette CO. Sheriff's Office

BETWEEN THE PARTIES PARTICIPATING IN THE ACTION THAT CAUSED THE SEIZURE, LESS THE COST ASSOCIATED WITH THE FORFEITURE ACTION.

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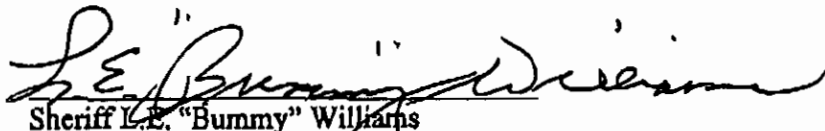
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DATED THIS 2<sup>nd</sup> DAY OF December 2013.

  
Sheriff L.E. "Bummy" Williams  
Taylor CO. Sheriff's Office

BETWEEN THE PARTIES PARTICIPATING IN THE ACTION THAT CAUSED THE SEIZURE, LESS THE COST ASSOCIATED WITH THE FORFEITURE ACTION.

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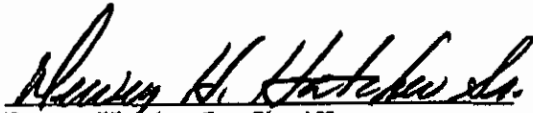
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DATED THIS 19<sup>th</sup> DAY OF Dec., 2013.



Dewey Hatcher Sr., Sheriff  
Dixie CO. Sheriff's Office

BETWEEN THE PARTIES PARTICIPATING IN THE ACTION THAT CAUSED THE SEIZURE, LESS THE COST ASSOCIATED WITH THE FORFEITURE ACTION.

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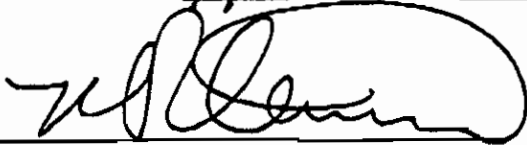
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IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED.

DATED THIS 19<sup>th</sup> DAY OF DEC, 2013



Ben Stewart, Sheriff  
Madison CO. Sheriff's Office

BETWEEN THE PARTIES PARTICIPATING IN THE ACTION THAT CAUSED THE SEIZURE, LESS THE COST ASSOCIATED WITH THE FORFEITURE ACTION.

SECTION VIII: EFFECTIVE DATE

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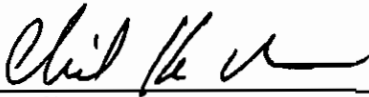
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IN WITNESS WHEREOF, THE PARTIES HERETO CAUSE THESE PRESENTS TO BE SIGNED ON THE DATE SPECIFIED.

DATED THIS 16<sup>th</sup> DAY OF Dec, 2013



\_\_\_\_\_  
Chief Ken Brookins  
White Springs Police Department

9 A 2

**CITY COUNCIL RESOLUTION NO. 2014-019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA ("CITY"), FINDING THAT McCRAY CONSTRUCTION, LLC., A FLORIDA LIMITED LIABILITY COMPANY, HAS SUBMITTED THE BEST AND LOWEST RESPONSIVE BID FOR THE CONSTRUCTION OF A NEW ROADWAY APPROXIMATELY 1,530 LINEAR FEET CONNECTING SE TIMBERWOLF DRIVE TO SE WATER PLANT ROAD TO ACCESS THE PRICE CREEK WATER TREATMENT PLANT, AS IDENTIFIED IN AND REQUIRED BY INVITATION TO BID ITB 001-2014; AND AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH McCRAY CONSTRUCTION, LLC., TO PERFORM ALL OF THE WORK REQUIRED BY AND IN ACCORDANCE WITH THE BID DOCUMENTS FOR A LUMP SUM PAYMENT OF \$191,017.40.**

**RECITALS**

1. The City of Lake City, Florida ("City") finds that McCray Construction, LLC., a Florida limited liability company (herein "McCray") bid of One Hundred Ninety-One Thousand Seventeen and 40/100 (\$191,017.40) Dollars, is the best and lowest responsive bid, all factors considered, for the construction of a new roadway approximately 1,530 linear feet connecting SE Timberwolf Drive to SE Water Plant Road (the "Price Creek Water Treatment Plant Road" and/or "Road") identified in and required by the City's Invitation to Bid ITB-001-2014; and that it is in the best interest of the City to award the bid to and contract with McCray upon the terms and conditions contained in contract, copy of which is attached hereto as Exhibit "A" (the "Contract").

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and by this reference are incorporated herein and made a part of this resolution.

**Section 2.** That the bid of McCray for work identified in and required by Bid Documents ITB-001-2014 is accepted and the City is hereby authorized to enter into

the Contract with McCray to perform all of the work as identified in bid specifications ITB-001-2014 in accordance with and upon the terms and conditions contained in the Contract for a lump sum price of \$191,017.40.

**Section 3.** The City Manager and City attorney are authorized to make such reasonable changes and modifications to the Contract as may be deemed necessary to be in the best interest of the City and its citizens. The Mayor is authorized and directed to execute and deliver the Contract in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and McCray shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.



**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of

\_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

By:

\_\_\_\_\_  
HERBERT F. DARBY  
City Attorney



**PCWTP - Access Road Construction**

ITB-001-2014

Due Date & Time: February 20, 2014 @ 11:00 am

Awarded by Council on:

Andrews Paving Inc. 6327 N.W. 123rd Place Gainesville, FL 32653 386 462 1115	John C Hipp Construction Equipment Co P.O. Box 1000 Alachua, FL 32616 386 462 2047	McCray Construction LLC 1877 Tomoka Terr Lake City, FL 32025 386 752 1505
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**TOTAL PROJECT COST**

\$376,367.00	\$384,627.34	\$191,017.40
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Curt's Construction, Inc 519 NW Crawford Court White Springs, FL 32096 386 758 1935	CA Boone Construction PO Box 3236 Lake City, FL 32056	Dales Excavation 6139 SW SR 47 Lake City, FL 32024
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**TOTAL PROJECT COST**

\$273,926.16	\$216,300.00	\$281,619.30
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**Recommendation: McCray Construction LLC**



Page 2

ITB-001-2014

Due Date & Time: February 20, 2014 @ 11:00 am

**PCWTP - Access Road Construction**

Florida Fill & Grading, Inc. 1110 SW Sisters Welcome Rd. Lake City, Florida 32025 386 755 2298	Hager Construction Company 2037 Gilmore St Jacksonville, FL 32204 904 356 0908
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\$207,096.50	\$304,807.00
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**TOTAL PROJECT COST**

2/28/2014

**CONTRACT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 between **THE CITY OF LAKE CITY, FLORIDA**, a municipal corporation, whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (“**CITY**”), and **McCRA Y CONSTRUCTION, LLC.**, a Florida limited liability company, whose post office address is 1877 Tomoka Terrace, Lake City, Florida 32025 (“**CONTRACTOR**”)

**WITNESSETH:**

Contractor hereby agrees with the City for the consideration provided herein, to furnish all equipment, tools, material, skill and labor of every description necessary to carry out and complete in a good, firm, substantial, legal, and workmanlike manner, for the construction of a new roadway approximately 1,530 linear feet connecting SE Timberwolf Drive to SE Water Plant Road to access the Price Creek Water Treatment Plant (the “Price Creek Water Treatment Plant Road” and/or “Road”) identified in and required by City Invitation to Bid, ITB 001-2014 (the “ITB”) in accordance with and in strict conformity with the Advertisement, Invitation to Bid, Instructions to Bidder, Technical Specifications, General Provisions and Special Provisions attached hereto, all of which form an essential part of this Agreement. The work covered by this Agreement includes all work shown on Specifications listed in the ITB.

The Contractor shall fully complete all work required under this Agreement within ninety (90) calendar days from the date the City issues Contractor a Notice to Proceed, unless the time is extended due to inclement weather as allowed and provided for in Section E under the terms and conditions of the ITB.

Prior to commencing construction of the Road, Contractor shall obtain and provide City with all necessary permits required by any and all governmental agencies, including, but not limited to, the Suwannee River Water Management District.

The City will pay Contractor as full compensation for the work required to be done by the Contractor under this Agreement, the total sum of ONE HUNDRED NINETY ONE THOUSAND SEVENTEEN AND 40/100, (\$191,017.40) Dollars, upon completion of the work by the Contractor; provided, however, if Contractor has not submitted, if required, evidence satisfactory to City that all payrolls, material bills and the indebtedness connected with the work

have been paid, City may withhold an amount as may be necessary to pay such claims for labor and services rendered and materials in and about the work.

Contractor shall provide City with payment and performance bonds as required in Section L of the Terms and Conditions of the ITB.

Contractor is an independent Contractor and agrees to indemnify, defend and hold harmless the City and its officers, agents and employees from and against any and all losses, claims, expenses or damages, and from all suits and costs of every description, including, but not limited to, legal fees and related expenses, to the extent arising or resulting from the negligent acts, errors, or omissions of Contractor, its agents, officers, directors and employees, in the performance of their service under this Agreements. This indemnification shall include all fees, costs, and expenses incurred in the enforcement of this indemnification clause, including all reasonable attorney fees.

Contractor agrees to and will abide by and comply with all applicable rules, regulations, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of labor and Employment Safety, in all public sector employment locations.

Prior to commencement of any work hereunder, Contractor shall provide City with proper proof of all required insurance policies showing City to be an additional insured.

Contractor agrees to and shall abide by and comply with all applicable rules, regulations, requirements and laws of all federal, state and City pertaining to the work to be performed under and by this Agreement. Contractor shall also be specifically bound by and comply with the provisions of Section 119.0701, Florida Statutes, adopted and created by the Florida Legislature effective July 1, 2013, relating to public records.

In the event of default by either party under the terms of this Contract, the defaulting party shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.

This Agreement is to be governed by the laws of the State of Florida. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the

Agreement, Columbia County, Florida, shall be the proper venue for filing any lawsuit with respect to any such disputes and if any such lawsuit is filed, the parties hereto waive jury trial.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first written.

Signed, sealed and delivered  
in the presence of:

**THE CITY OF LAKE CITY, FLORIDA**

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Stephen M. Witt, Mayor

\_\_\_\_\_  
Type/print name

ATTEST: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Type/print name

**"CITY"**

Signed, sealed and delivered  
in the presence of

**McCRAV CONSTRUCTION, LLC.**

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Officer or Owner

\_\_\_\_\_  
Type/print name

\_\_\_\_\_  
Type/print name

\_\_\_\_\_  
Witness

ATTEST: \_\_\_\_\_  
Officer or Owner

\_\_\_\_\_  
Type/print name

\_\_\_\_\_  
Type/print name

**"CONTRACTOR"**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Herbert F. Darby, City Attorney

<b>MEETING DATE</b>
March 3, 2014

# CITY OF LAKE CITY Report to Council

COUNCIL AGENDA	
SECTION	9
ITEM NO.	A3

**SUBJECT:** Fire  
Assessment Study  
**DEPT / OFFICE:**

*Resolution No. 2014-020*

<b>Originator:</b> Grayson Cason		
<b>City Manager</b> Wendell Johnson	<b>Department Director</b> Frank Armijo	<b>Date</b> February 25, 2014
<b>Recommended Action:</b> Please provide the authority to execute an agreement with Tindale-Oliver to provide a review and update study of the City of Lake City Fire Assessment.		
<b>Summary Explanation &amp; Background:</b> The last update of the fire assessment program was provided by Tindale-Oliver in 2009 and an analytical review is necessary to insure equitable distribution of cost and to insure adequate funding for fire protection services throughout the City.		
<b>Alternatives:</b> Do not provide the authority to review the fire assessment program.		
<b>Source of Funds:</b> 110-0120-522-30-34		
<b>Financial Impact:</b> Tindale-Oliver has included in their proposal the scope of work and the associated cost to provide this work as \$33,650.00. There may be additional work and cost to produce and mail first class notices to property owners. However, we are unable to determine, at this time, if this production and mailing will be required.		
<b>Exhibits Attached:</b> Tindale-Oliver "City of Lake City Fire Assessment Update Study, Scope of Services and Budget".		

**CITY COUNCIL RESOLUTION NO. 2014-020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH TINDALE-OLIVER & ASSOCIATES, INC. ("TINDALE-OLIVER") RELATING TO PROVIDING PROFESSIONAL SERVICES TO SUPPORT THE CITY IN ITS REVIEW AND UPDATE STUDY OF THE NON-AD VALOREM FIRE ASSESSMENT PROGRAM FOR THE FISCAL YEAR 2015 AT A COST OF \$33,650.00.**

**WHEREAS**, City desires to engage Tindale-Oliver & Associates, Inc. ("Tindale-Oliver") to provide specialized assistance to the City and its staff to support the City in its update of the non-ad valorem fire assessment for the fiscal year 2015 to update the City's non-ad valorem fire assessment, combining the current methodology with the new fire department budget for fiscal year 2015, most recent call data and updated tax roll data, pursuant to Professional Services Agreement, copy of which is attached hereto as Exhibit "A" and made a part of this resolution (the "Agreement") at a cost of \$33,650.00, excluding the costs of producing and mailing the first class notices for Fiscal Year 2015.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recital is true and accurate and is hereby incorporated herein and made a part of this resolution.

**Section 2.** The City hereby accepts Tindale-Oliver's offer and is authorized to enter into the Agreement with Tindale-Oliver and the Mayor and City Clerk are authorized to execute the Agreement for and on behalf of the City.



**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of

\_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

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

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

**PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "City," and TINDALE-OLIVER & ASSOCIATES, INC., hereinafter referred to as "Consultant".

**WITNESSETH**

**WHEREAS**, the City Council of the City of Lake City, Florida, has imposed special assessments to fund fire rescue services and facilities within the City for Fiscal Year 2013-2014; and

**WHEREAS**, the City intends to continue the annual imposition of a fire rescue assessment which will be collected on the tax bill in November each year (the "Fire Rescue Assessment Project"); and

**WHEREAS**, Consultant is well quaffed and experienced in assisting local government with the development, implementation and annual update of non-ad valorem assessments and have agreed to make themselves available to provide professional services to assist the City in accomplishing the Fire Rescue Assessment Project for Fiscal Year 2014-2015; and

**WHEREAS**, Consultant shall furnish specialized professional services directly to City staff.

**NOW, THEREFORE**, it is agreed as follows:

EXHIBIT "  A  "

## TERMS

1. **RECITALS**. The recitals and all statements contained herein are hereby incorporated into and made a part of this Agreement.

2. **SERVICES TO BE PERFORMED BY CONSULTANT**. The Consultant shall, in conjunction with the general direction of the office of the City Manager, City Attorney or their representative designees, provide the professional services described in the Scope of Services attached hereto as Appendix A ("Scope of Services"), authorized by City Council Resolution No. 2014-020, in order to assist the City in the development of the Fire Rescue Assessment Project.

3. **TERM OF THE AGREEMENT AND TIME REQUIREMENTS**. This Agreement shall become effective upon the signature by the duly authorized representative of the City and Consultant for the Fiscal Year 2014-2015 Fire Rescue Assessment Project, and shall remain in effect for one (1) year, or until completion of the objective of this Agreement which is to maintain the annual fire rescue assessment to be collected using the tax bill collection method for Fiscal Year 2014-2015. Consultant shall promptly begin and diligently provide the professional services contemplated herein generally in accordance with the Scope of Services so that the City may annually achieve its objective. Accordingly, time is of the essence of this Agreement.

In the event of termination prior to the completion of the Fire Rescue Assessment Project provided for by this Agreement, such termination shall in no way

prejudice the payments due to the Consultant for services rendered, provided that the termination is not due to a default on the part of the Consultant. The City, at its sole option, may decide not to move forward at any time, with only the professional fees and expenses actually incurred through the date the Consultant is notified of termination then being due and payable. In the event the City terminates this Agreement for any reason other than default by the Consultant prior to completion of the Fiscal Year 2014-2015 assessment roll and the City continues to proceed with a fire rescue assessment, the City shall provide a written general release to Consultant, which is unqualified and absolute, concerning all advice, work product, responsibility and liability arising under this Agreement relating to such assessment roll.

4. **SCHEDULE OF FEES**. For services to be provided hereunder by Consultant, the Consultant shall work under a lump sum professional fee arrangement described in the Scope of Services on the payment basis described in the Cost of Services Schedule in the Scope of Services.

The lump sum fee includes reimbursement for all actual costs incurred, including by way of example and not limitation, photocopies, long distance telephone charges, overnight delivery services, and travel expenses, except for the reimbursement for the costs of producing, stuffing and mailing the required first class notices or information obtained from the Property Appraiser, or like public official, which shall be considered a Fire Rescue Assessment Project cost and will depend on the number of assessable parcels for Fiscal Year 2014-2015. Such costs will be due and payable upon the

adoption of the preliminary assessment resolution.

Any alteration or deviation from the described work that involves extra costs will be performed by Consultant after written request by City, and will become an extra charge over and above the contract amount. The parties must agree upon any extra charges in writing.

5. **COOPERATION OF THE CITY**. It shall be the obligation of the City to timely provide Consultant with all reasonably required information, data and records necessary to complete the Fire Rescue Assessment.

The Scope of Services contemplated herein contemplates that the City will timely provide the necessary budget background information and the data required to update the Fire Rescue Assessment Project, timely provide staff to conduct any field research (e.g., activities necessary to supplement incomplete data or correlate the incident reporting data used by the City with the data contained on the ad valorem tax roll) and provide swift policy direction regarding various components of the methodology.

6. **DOCUMENTS**. All documents, electronic media, and other data developed by the Consultant in connection with the Fire Rescue Assessment Project shall be reproduced and made available to the City by Consultant at any time upon request of the City. When any work contemplated under this Agreement is completed or for any reason is terminated prior to completion, all of the above data shall be timely reproduced and delivered to the City upon written request.

7. **TERMINATION**. The City reserves the right to terminate this Agreement at

any time, by written notice. In the event of such termination, Consultant shall be entitled to the professional fees on an hourly basis from the last percentage of the project completed and expenses for actual costs incurred for work performed hereunder through the date Consultant is notified of termination.

8. **DEFAULT PROVISION.** In the event Consultant shall fail to comply with each and every term and condition of this Agreement or fail to perform any of the terms and conditions contained herein, then the City, in addition to all other remedies available by law, at its sole option and upon written notice to Consultant, may cancel and terminate this Agreement.

9. **CONFLICT OF INTEREST.** Consultant covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, with the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interests shall be employed. Any such interests on the part of Consultant or its employees, must be disclosed in writing to the City. Also, Consultant is aware of the conflict of interest laws of the State of Florida, and agrees that it shall fully comply in all respect with the terms of said laws.

10. **AWARD OF AGREEMENT.** Consultant warrants that it has neither employed nor retained any company or person to solicit or secure this Agreement, that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, or gifts or any other consideration contingent upon or

resulting from the award or making of this Agreement.

Consultant also warrants that to the best of its knowledge and belief no office holder or employee of the City is interested directly or indirectly in the profits or emoluments of this Agreement.

11. **ENTIRE AGREEMENT**. This Agreement represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument executed by the City and Consultant. The parties hereto agree that this Agreement shall be construed and enforced according to the laws, statutes and case law of the State of Florida.

12. **SUCCESSORS AND ASSIGNS**. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, legal representatives, successors and assigns.

13. **INSURANCE**. Consultant shall maintain during the terms of this Agreement professional liability insurance in a minimum amount of \$500,000.00 covering all liability arising out of the terms of this Agreement.

14. **NONDISCRIMINATION IN EMPLOYMENT**. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, handicap or marital status. Consultant shall take affirmative action to ensure that applicants are employed, without regard to their race, color, religion, sex, age, national origin, handicap or marital status. Such action shall

include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by its personnel officer setting forth the provisions of this equal opportunity clause.

15. **INDEPENDENT CONTRACTOR**. Consultant and their employees and agents and any sub-consultants and their employees and agents, shall be deemed to be independent contractors and not agents or employees of the City; and shall not attain any rights or benefits generally afforded classified or unclassified employees; further they shall not be deemed to be entitled to Florida Workers' Compensation benefits as employees of the City.

16. **NON-DELEGABILITY**. It is understood and agreed that the obligations undertaken by Consultant pursuant to this Agreement shall not be delegated or assigned to any other person or firm without the City's prior written consent, which may be withheld at City's sole discretion.

17. **BEST EFFORTS**. Consultant covenants and agrees to use its best efforts to assist in accomplishing the City's objectives. The use of special assessments is often politically contentious and can be subject to challenge. Because the state of the law is always subject to change, Consultant cannot provide any indemnification or guarantee relative to any challenge to the validity of the fire rescue assessment.



Consultant's obligation is to share its experience and provide its best efforts providing a reasonable analysis and approach to the development of a non-ad valorem assessment program. Errors or omissions in the development of any assessment roll will be addressed, with the permission of the City, by developing remedies and procedures for the City within any implementation documents that are developed for or adopted by the City. Reassessment or the development and reassessment of any remedy or cure resulting from an administrative error or omission by Consultant and the direct costs related thereto shall be provided by Consultant at no additional charge to the City.

18. **NOTICES**. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted (returned receipt requested) or the date of actual receipt, whichever is earlier.

**CITY OF LAKE CITY, FLORIDA**

City Manager  
City of Lake City  
205 North Marion Avenue  
Lake City, Florida 32055  
Phone: 386-752-2031  
Fax: 386-752-4896

**CONSULTANT**

Tindale-Oliver & Associates, Inc.  
1000 N. Ashley Drive, Suite 100  
Tampa, Florida 33602  
Phone: 813-224-8862  
Fax: 813-226-2106

With copy to:

Herbert F. Darby  
City Attorney  
Post Office Drawer 1707  
Lake City, Florida 32056-1707  
Phone: 386-752-4120  
Fax: 386-755-4569

19. **AMENDMENTS**. No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

20. **MISCELLANEOUS PROVISIONS**.

A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

B. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any other documents, the terms in this Agreement shall rule.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Lake City, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed

severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

E. Consultant shall also be specifically bound by and comply with the provisions of Section 119.0701, Florida Statutes, adopted and created by the Florida Legislature effective July 1, 2013, relating to public records.

**IN WITNESS WHEREOF**, the parties hereto have, through their proper and duly authorized officials executed this Agreement the day of year first above written.

Signed, sealed and delivered  
in the presence of:

CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(type or print name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(type or print name)

Signed, sealed and delivered  
in the presence of:

TINDALE-OLIVER & ASSOCIATES,  
INC.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(type or print name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(type or print name)

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

STEPHEN M. WITT  
Mayor

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

Name: \_\_\_\_\_

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

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

APPENDIX A  
ANNUAL FIRE PROTECTION ASSESSMENT PROGRAM  
SCOPE OF SERVICES

# City of Lake City Fire Assessment Update Study

## Scope of Services and Budget

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The City of Lake City last updated its fire assessment program in 2009. The City is interested in updating the program to reflect most recent data and asked Tindale-Oliver & Associates, Inc. (TOA) to provide a scope of services.

The following paragraphs provide a detailed description of each task that will be completed as part of the study.

### **Task 1) Review Assessment Methodology**

This task will review the current methodology used in terms of the following.

#### ***Task 1.1) Review Assessment Methodology and Rate Structure***

As part of this task, TOA will discuss the technical method used in the previous study and confirm that the City is comfortable with this methodology. In addition, any concerns or changes to the existing rate structure, land use categories, etc. will also be discussed. Any changes to the methodology or the rate structure will be documented in the draft technical report.

#### ***Task 1.2) Develop Rate Calculator***

TOA will prepare a spreadsheet model that calculates projected revenues based on the mix of assessed properties and also calculates multiple assessment rate scenarios based on "exemptions" or "buy down" from other revenue sources (e.g., general fund, etc.). This model will reflect current data and scenarios specific to Lake City's fire assessment program to assist the City in analyzing different rate scenarios and revenue projections.

### **Task 2) Service Cost Analysis**

#### ***Task 2.1) Evaluate Current Financial Information***

The TOA Team will be provided with the adopted FY 2014 Fire Department Budget as well as the budgets for Fiscal Years 2010 through 2013 and will work with the City's Fire and Finance Departments to determine the full cost of providing fire suppression services as well as implementing and collecting the fire assessment. As part of this analysis, the TOA Team will undertake a detailed review of the budgetary line items to ensure that all applicable costs, both direct and indirect, are considered and are legally acceptable. In addition, whether to include any allowances for capital replacement or addition will be discussed with the City. Any dedicated revenues toward fire suppression budget will also be identified. The TOA Team also will review the proposed FY 2015 budget (if available) to identify any significant changes that could affect the cost allocation as part of the assessment calculation. Finally, TOA will develop a five-year pro forma budget conforming to service cost.

#### ***Task 2.2) Apportion Fire Suppression Service Costs Among Assessment Rate Class***

The resulting cost of providing fire suppression services determined to be applicable for inclusion in the fire assessment calculations will be apportioned among each assessment rate class. Potential methodologies to apportion the cost will be documented as part of Task 1 and may include several options, such as using the number of calls, on-scene times, and/or number of units dispatched to determine the resource allocation and the value of the property that is being protected. These options will be discussed with the City to



determine the most appropriate and cost-effective methodology.

**Task 3) Service Demand Analysis Using Proposed Methodology**

The TOA Team will obtain the Fire Department's call response data to determine the appropriate service demand using the agreed-upon fire assessment methodology. It is recommended that, as available, a minimum of three to five years of call data be analyzed for the service demand component to ensure that fluctuations in call data from year-to-year are neutralized. As indicated in the City's previous Technical Study as well, not all incident types can be included in the fire assessment calculations. This limited sample size make it critical to use several years of data.

The TOA Team will analyze the historical call data to identify the calls that should be excluded from the analysis and determine a trend in the distribution of remaining incidents between the different assessment rate classes. As mentioned previously under Task 2.1, this analysis also will include a review of the different incident types and on-scene procedures to ensure that only those incidents appropriate for use in the service demand analysis are included.

**Task 4) Calculation of Development Units and Rates**

**Task 4.1) Calculate Development Units**

To determine the number of development units for each assessment rate class, the TOA Team will obtain a copy of the 2014 Assessment Roll for the City properties from the Columbia County Tax Collector. The Assessment Roll will be evaluated to ensure properties within the City are being appropriately charged and at the correct rate. Each Property Class Code in the Tax Collector's database will be assigned an assessment rate class in order to tie each real property record to the appropriate assessment rate class.

Fiscal Year 2014 Assessment Roll will be updated based on most recent available data and the City's policy direction.

**Task 4.2) Calculation of Rates and Revenue Requirements**

Based on the methodology agreed in Task 1, apportioned costs for each land use and calculated development units, a rate schedule for the non-ad valorem assessment program will be developed. The rate schedules will include assessment cap rates as appropriate, and will ensure that the identified assessable costs are fully funded. In addition, revenue requirements for the Fiscal Year 2014-2015 will be identified.

As part of this task, TOA will address potential exemptions and associated revenue loss for the City. TOA will provide information to the City in terms of properties that legally need to be exempted as well as others that were exempted by other jurisdictions as a policy decision.

**Task 4.3) Fire Assessment Revenue Needs and Calculation of Five-Year Rate Schedule**

TOA will project total fire assessment revenue requirements necessary for the City to recover all net fire suppression costs and the associated costs related to the fire assessment program. These projections will take into consideration the nature of new structures in relation to older structures. For example, TOA's previous work indicates that newer single-family homes tend to be larger than older homes. If the fee schedule is tiered for residential properties, this type of trend affects revenue figures.

Based on this revenue requirements, TOA will prepare an incremental five-year rate schedule to recover all net fire suppression costs based on mutually-agreed-upon cost indexes.

**Task 5) Technical Report**

Results of the analysis completed in Tasks 1



through 4 will be incorporated into a draft Technical Report, which will itemize the potential improvements to facilities and staffing to facilitate the budgeting process. The Technical Report will be submitted to the City for review and comment. Comments received from the City will be incorporated into the final Technical Report. TOA will create the FY 2014–2015 assessment roll using most recent property tax roll and based on the final methodology approved by the City Council. The tax roll will be tested for sufficiency by developing reports to access property use information. The assessment roll will be delivered to the City within the timeframe and format acceptable to the City and Columbia County Tax Collector.

#### **Task 6) Meetings & Presentations**

As part of the study, the following meetings and workshops will be conducted:

- Kick-off meeting with City and Fire Department staff
- Draft report review meeting with the City and Fire Department staff and the City Administration
- One City Council Workshop or meetings with Council members on an individual basis
- One public hearing

In addition to these formal meetings, TOA will be in continuous contact with the City's Project Manager to ensure that the City is aware of the study status and progress.

The TOA Team will prepare user-friendly Power Point presentations and will develop all display materials for the workshops and meetings.

TOA has extensive experience with the public involvement process and community consensus building and buy-in and has assisted many communities in the successful implementation of their fees.

#### **Legal Services**

It is our understanding that the City would like to continue to retain Ms. Susan Schoettle-Gumm for legal aspects of the study. Ms. Schoettle-Gumm will conduct the legal review and prepare the necessary resolutions and first class notices. She will submit "drafts" of all documents to the City for review with sufficient time for publication and adoption prior to statutory deadlines. She will negotiate her budget for these services separately with the City.

The study budget does not include any services associated with the printing and mailing of notices. If desired, a separate budget these services will be provided.

#### **PROJECT BUDGET**

The professional fees to update the fire assessment study for Lake City is estimated at \$33,650 for TOA services. This lump sum budget includes all direct and indirect costs for services described in this scope. The budget includes four on-site meetings to be used at the City's discretion. In addition to these meetings, TOA will have frequent conference calls with the City's Project Manager and other personnel to ensure a continuous dialogue and keep the City informed of the study progress.

As mentioned previously, cost associated with legal services as well as with printing and mailing of first-class notices is not included in this budget. If the City needs TOA's assistance, a separate budget will be provided.







**City of Lake City  
Fire Assessment Update Study Budget**

<b>Task</b>	<b>Professional Fees</b>
1. Review of Assessment Methodology	\$3,611
2. Service Cost Analysis	\$5,576
3. Service Demand Analysis	\$5,510
4. Calculation of Development Units and Rates	\$7,560
5. Technical Report and Updated Tax Roll	\$5,691
6. Meetings and Presentations (4)	\$5,702
<b>Total Professional Fees &amp; Expenses</b>	<b>\$33,650</b>



<b>MEETING DATE</b>
March 3, 2014

# CITY OF LAKE CITY

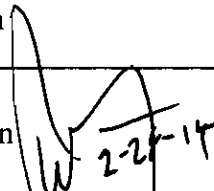
## Report to Council

COUNCIL AGENDA	
SECTION	10
ITEM NO.	A

**SUBJECT:**

United Way of Suwannee Valley "Property Transfer" - Letter of Intent

**DEPT / OFFICE:**

<b>Originator:</b> Wendell Johnson		
<b>City Manager</b> Wendell Johnson		<b>Date</b> 2/28/14
<b>Recommended Action:</b> Council agreement to convey city-owned property on Hernando Avenue with conditional terms to <i>The United Way of Suwannee Valley</i> . Authorize City Manager and City Attorney to negotiate terms of the conveyance for further consideration of the Council.		
<b>Summary Explanation &amp; Background:</b> On February 19, 2010 the City purchased property located at 325 NE Hernando Avenue at a price of \$158,000. Commonly referred to as the "Persons Property" the site is within the City's Community Redevelopment Area (CRA) and was purchased with CRA Trust Funds. The parcel is approximately .028 acres with a 2,100 +/- SF residential structure built in 1939 on site. The City's intended use of the property was to demolish the residential unit and to construct a new public parking lot. At the time of purchase United Way occupied the building structure as an office (at no cost) and the City has since allowed continued occupancy on a month-to-month basis (at no cost). City and United Way officials are aware that the building structure is not in a state of repair for long-term occupancy. However, the short-term arrangement has met office needs pending United Way's plan for a permanent location. The United Way Building Committee has completed an analysis of existing buildings and available properties suitable for construction of a new facility. The possibility for constructing a new United Way office building on the current Hernando Avenue property has been assessed and could be advantageous to all parties.		
<b>Alternatives:</b> Council discretion		
<b>Source of Funds:</b> CRA Trust Fund investment of \$158,000		
<b>Financial Impact:</b> \$158,000 investment to property which is now valued at \$77,000 for tax purposes.		
<b>Exhibits Attached:</b> United Way of Suwannee Valley Ltr., February 27, 2014		

**United Way  
of Suwannee Valley**



325 NE Hernando Ave.  
Lake City, FL 32055-4019  
Phone: (386) 752-5604  
Fax: (386) 752-0105  
email: unitedway@bellsouth.net

February 27, 2014

Mr. Wendell Johnson  
City Manager, City of Lake City  
205 N Marion Ave.  
Lake City, FL 32055

Dear Mr. Johnson:

United Way of Suwannee Valley has been a caring presence in our community since 1968. Our United Way community fundraising campaign provides support for a network of local human service providers which primarily utilize these resources as match for significant additional funds, while our fulfillment of the role as the homeless coalition allows for our community's receipt of state and federal funds to assist those who are homeless or at risk of homelessness, and our community disaster preparedness, recovery, and response initiatives have provided for the long-term recovery assistance afforded after multiple disaster events.

The United Way office has been graciously afforded the use of the current building by the City of Lake City since 2010. This has been most appreciated, and we thank you.

While it is rewarding to look back on the years of service our United Way has provided our community, it is imperative to plan for the organization's future. It has been the plan of United Way to secure a building which will serve the organization's and, therefore, the community's needs for the foreseeable future. The Building Committee has conducted an analysis of existing buildings, available properties, and the possibility of constructing a new facility on the current site.

It is the intent of the United Way of Suwannee Valley Board of Directors to request the transfer of the property to United Way for the construction of a new facility. It is the understanding of the Building Committee there are aspects of the building construction which can be facilitated by the city and which can be negotiated at a later date. At this time it is the desire of United Way to request the transfer of ownership of the current location to United Way of Suwannee Valley for the construction of a new facility.

Sincerely,

A handwritten signature in cursive script that reads "Jim Moses".

Jim Moses  
Chair, Building Committee

cc: John Martz, President, Board of Directors


Meeting Date
March 3, 2014

# City of Lake City Report to Council

AGENDA	
Section	10
Item No.	B

**SUBJECT:** Anderson Columbia (AC) Natural Gas Services Capital Project

**DEPT. / OFFICE:** Utility Administration

<b>Originator:</b> Wendell Johnson			
<b>City Manager</b> Wendell Johnson	 2-27-14	<b>Executive Director of Utilities</b> Stephen A. Roberts	<b>Date</b> 02/28/14
<b>Recommended Action:</b> Approve Natural Gas Capital Project consisting of route design, permitting and construction of a new six inch (6") natural gas main to provide service to the Anderson Columbia Lake City Plant. Commit to funding estimated at \$1.35 million to cover the full cost of the project.			
<b>Summary Explanation &amp; Background:</b> Anderson Columbia representatives initiated discussion with the City during October 2013 regarding extension of natural gas service to their Lake City Plant. To assess possibilities, Staff arranged assistance from Florida Gas Utility (FGU) officials under the authority of the City's existing FGU agreement. In regard to the assessment: 1) The most advantageous line route was determined based on constructability, overall service benefit to AC, and optimum potential for additional expansion of the City's Natural Gas System. 2) A viable commercial customer relationship with AC evolved based upon acceptable "Term Sheet" service conditions and a "draft" services agreement was prepared to begin the final negotiations. 3) Preliminary cost estimates for the project are within the City's funding range and capability. 4) The City's "return on investment" can be recovered within an equitable timeframe and warrants the capital expense. Approval of the City Council is required to formalize the project with committed funding for the route design, permitting and construction materials/services. Additional actions by the Council will be requested to finalize contractual conditions with AC and for construction services through the competitive process.			
<b>Alternatives:</b> None recommended			
<b>Source of Funds:</b> Natural Gas Utility and General Fund unrestricted reserves			
<b>Financial Impact:</b> Estimated range \$1,000,000 +			
<b>Exhibits Attached:</b> Anderson Columbia/City of Lake City Term Sheet			

**Anderson Columbia / City of Lake City  
Term Sheet  
December 4, 2013  
For Discussion Purposes Only**

**General Description of Transaction:** The City of Lake City ("Lake City") shall engineer, design, construct, own, operate and maintain natural gas distribution facilities to provide sufficient service to meet the operational requirements of Anderson Columbia's ("AC") asphalt plant located in or near Lake City, Columbia County, Florida. The size, type and location of such natural gas distribution facilities are yet to be determined; however, this information should be known in early 2014.

**Terms – Option A:**

Type of Service:	Sales Service (AC purchases natural gas from Lake City)
Lake City Delivery Point:	Mutually agreed upon location as close as practical to the natural gas consuming equipment at the AC facility
Delivery Parameters:	Maximum Daily Quantity: 1,000 Dekatherms Maximum Hourly Quantity: 60 Dekatherms Delivery Pressure: Minimum of 25 psig
Term:	10 years beginning on the first day of the calendar month after the Service Commencement Date
Rate:	To be determined through negotiations
Credit Requirements:	To be determined through negotiations
Billing:	Bills shall be rendered monthly
Payment:	Bills are payable upon receipt and shall be considered delinquent after twenty (20) days

**Terms – Option B:**

Type of Service:	Transportation Service (AC purchases natural gas from third party)
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Lake City Receipt Point: Florida Gas Transmission's ("FGT") Lake City gate station

Lake City Delivery Point: Mutually agreed upon location as close as practical to the natural gas consuming equipment at the AC facility

Delivery Parameters: Maximum Daily Quantity: 1,000 Dekatherms  
Maximum Hourly Quantity: 60 Dekatherms  
Delivery Pressure: Minimum of 25 psig

Term: 10 years beginning on the first day of the calendar month after the Service Commencement Date

Rate: To be determined through negotiations

Credit Requirements: To be determined through negotiations

Billing: Bills shall be rendered monthly

Payment: Bills are payable upon receipt and shall be considered delinquent after twenty (20) days

Balancing: Balancing provisions shall be consistent with FGT's balancing provisions contained in their FERC approved tariff

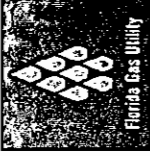
**Lake City's proposal is for discussion purposes only and is subject to and contingent upon:**

- 1. Execution of binding service agreements between Lake City and AC**
- 2. Approvals from the City Commission of Lake City**
- 3. Receipt of all permits and/or easements by Lake City**



City of  
**LAKE CITY**  
*Gateway to Florida*

**ANDERSON COLUMBIA PROJECT—ROUTE SELECTION**



**ROUTE 1:**

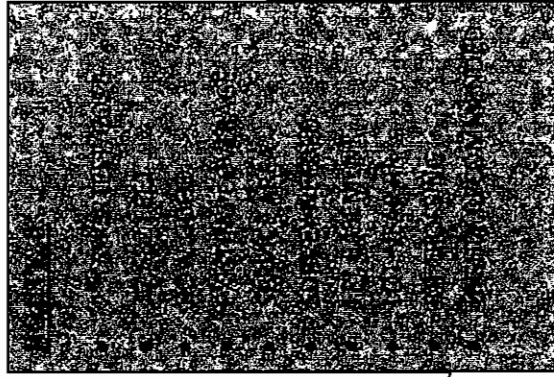
- SHORTEST/COST
- 19,360 FEET
- UTILITIES CONFLICT
- ROW
- EXISTING COVERAGE
- SERVICE AREA
- NOT HIGH TRAFFIC
- SURVEY NEEDED
- RR CROSSING
- NOT RECOMMENDED

**ROUTE 3:**

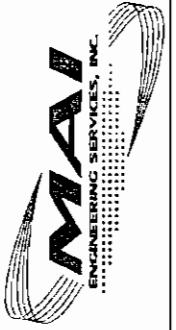
- 2<sup>ND</sup> LONGEST/COST
- 25,768 FEET
- ROW TIGHT
- EXISTING COVERAGE
- SERVICE AREA
- NOT RESIDENTIAL
- SURVEY
- RR CROSSING SIMPLEST
- NOT RECOMMENDED

**ROUTE 2:**

- LONGEST/COST
- 28,909 FEET
- WET
- CONSTRUCTION
- CONFLICT
- CONSTRUCTION TIME
- INCREASE SERVICE AREA
- LESS CONFLICT
- RR CROSSING RADIUS
- HIGHLY RECOMMENDED



NTS  
01/29/2014



# Excel Gantt Chart

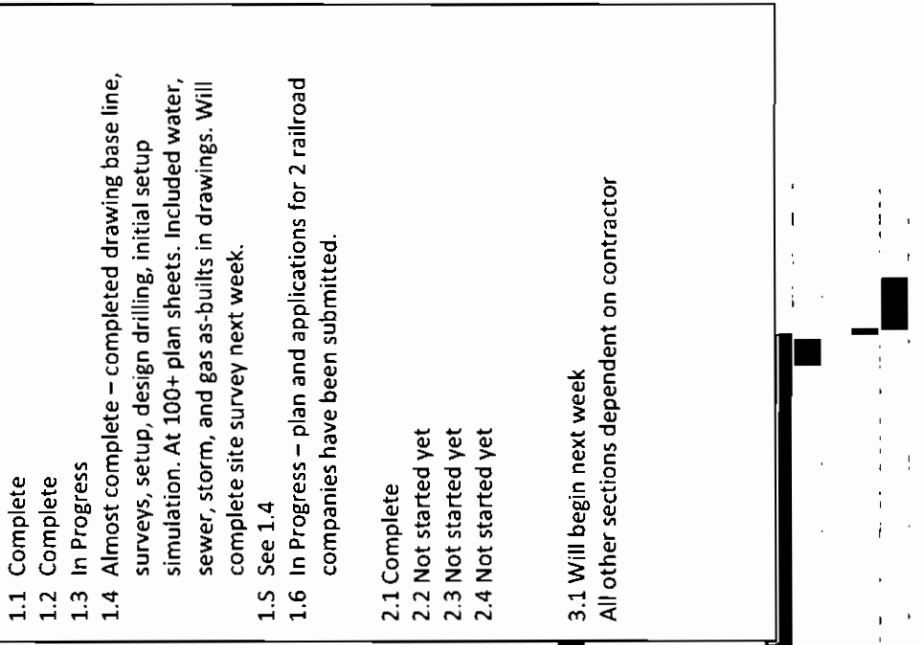
**Anderson Columbia**  
City of Lake City

Project Lead: FGU

Today's Date: 2/10/2014

Viewing Weeks: 12/30/13 - 9/8/14

WBS	Tasks	Task Lead	Start	End	Duration (Days)	% Complete
1	Engineering/Design		2/7/2014	3/25/14	46	0%
1.1	Route Selection		2/7/14	2/7/14	1	100%
	Submit Permit Application to CSX		2/10/14	2/10/14	1	0%
1.2	Submit Permit Application to FDOT, County & City		2/17/14	3/18/14	30	0%
1.3	Design Drawings: 60%		2/10/14	3/6/14	25	0%
1.4	Complete Design Drawings: 100%		3/7/14	3/24/14	18	0%
1.5	Complete Obtain All Permits		2/10/14	5/10/14	90	0%
1.6	Gate Station		3/11/2014	4/28/14	47	0%
2	Preliminary Meeting with Pipeline		1/1/14	1/1/14	1	0%
2.1	Design Approval by FGT		3/24/14	4/13/14	21	0%
2.2	Regular/Odorization		4/14/14	4/20/14	7	0%
2.3	Electrical Requirements & Installation		4/14/14	4/27/14	14	0%
2.4	Distribution Main		3/11/2014	8/26/2014	178	0%
3	Contractors		3/11/14	3/30/14	30	0%
3.1	Identify Potential Contractors		3/11/14	3/11/14	1	0%
3.1.1	RFP & Meeting with Potential Contractors		3/8/14	3/14/14	7	0%
3.1.2	Review RFP Bids		3/21/14	3/22/14	2	0%
3.1.3	Select Contractors		3/29/14	4/4/14	7	0%
3.1.4	Order Pipe & Other Materials		3/11/14	4/29/14	60	0%
3.1.5	Construction Activities		5/11/14	8/8/14	90	0%
3.2	Build AC Meter Station		8/11/14	8/7/14	7	0%
3.3	Test Distribution System		8/9/14	8/10/14	2	0%
3.4	Activate the System		8/10/14	8/11/14	2	0%
3.5	Receive As-Builts from Contractors		8/12/14	8/25/14	14	0%



WBS	Tasks	Task Lead	Start	End	Duration (Days)	% Complete
1	Engineering/Design		2/7/2014	3/25/14	46	0%
1.1	Route Selection		2/7/14	2/7/14	1	100%
	Submit Permit Application to CSX		2/10/14	2/10/14	1	0%
1.2	Submit Permit Application to FDOT, County & City		2/17/14	3/18/14	30	0%
1.3	Design Drawings: 60%		2/10/14	3/6/14	25	0%
1.4	Complete Design Drawings: 100%		3/7/14	3/24/14	18	0%
1.5	Complete Obtain All Permits		2/10/14	5/10/14	90	0%
1.6	Gate Station		3/11/2014	4/28/14	47	0%
2	Preliminary Meeting with Pipeline		1/1/14	1/1/14	1	0%
2.1	Design Approval by FGT		3/24/14	4/13/14	21	0%
2.2	Regular/Odorization		4/14/14	4/20/14	7	0%
2.3	Electrical Requirements & Installation		4/14/14	4/27/14	14	0%
2.4	Distribution Main		3/11/2014	8/26/2014	178	0%
3	Contractors		3/11/14	3/30/14	30	0%
3.1	Identify Potential Contractors		3/11/14	3/11/14	1	0%
3.1.1	RFP & Meeting with Potential Contractors		3/8/14	3/14/14	7	0%
3.1.2	Review RFP Bids		3/21/14	3/22/14	2	0%
3.1.3	Select Contractors		3/29/14	4/4/14	7	0%
3.1.4	Order Pipe & Other Materials		3/11/14	4/29/14	60	0%
3.1.5	Construction Activities		5/11/14	8/8/14	90	0%
3.2	Build AC Meter Station		8/11/14	8/7/14	7	0%
3.3	Test Distribution System		8/9/14	8/10/14	2	0%
3.4	Activate the System		8/10/14	8/11/14	2	0%
3.5	Receive As-Builts from Contractors		8/12/14	8/25/14	14	0%

1.1 Complete  
 1.2 Complete  
 1.3 In Progress  
 1.4 Almost complete – completed drawing base line, surveys, setup, design drilling, initial setup simulation. At 100+ plan sheets. Included water, sewer, storm, and gas as-builts in drawings. Will complete site survey next week.  
 1.5 See 1.4  
 1.6 In Progress – plan and applications for 2 railroad companies have been submitted.  
 2.1 Complete  
 2.2 Not started yet  
 2.3 Not started yet  
 2.4 Not started yet  
 3.1 Will begin next week  
 All other sections dependent on contractor