
AGENDA
CITY OF LAKE CITY
City Council Regular Session
February 2, 2015
7:00 P.M. at City Hall

PLEDGE OF ALLEGIANCE

INVOCATION - Mayor Stephen Witt

1. ROLL CALL

2. PROCLAMATIONS/PRESENTATIONS:

None

3. MINUTES

None

4. APPROVAL OF AGENDA

5. APPROVAL OF CONSENT AGENDA

A. Approval to award Bid No. ITB-005-2015 for Electrical Services & Repairs-Annual Term Contract for the established rates with Holly Electric, Inc., C & C Electric, LLC and Graham & Sons Electric, Inc.

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. ORDINANCES:

1. Ordinance No. 2015-2051 (introduction) relating to the voluntary annexation of property located at 1592 West U S Highway 90 into the boundaries of the City of Lake City. Mr. Dan R.

Fellows is Petitioner for Cedar River Seafood of Lake City.

B. RESOLUTIONS:

1. City Council Resolution No. 2015-008, if adopted, will find that Bore Hawg, Inc. submitted the best and lowest responsive bid for directional drills at three locations identified in and required by ITB 004-2015; and authorizing the City to enter into a contract with Bore Hawg to perform all of the work required by and in accordance with the bid documents for a price of \$135,817.50 with an add/deduct alternate of \$45.00 per linear foot.
2. City Council Resolution No. 2015-009, if adopted, will authorize the City to enter into Task Assignment Number Four to its basic contract with Jones Edmunds & Associates, Inc., for professional consulting services and assistance of consultant to provide City with a mechanism to request miscellaneous tasks from Jones Edmunds on an as-needed basis to supplement the City's staff; and to pay Jones Edmunds for its services for Task Assignment Number Four for "Time and Materials" with a not-to-exceed amount of \$100,000.00.
3. City Council Resolution No. 2015-010, if adopted, will authorize the City to enter into Supplemental Addendum to prior Supplemental Agreement authorized by City Council Resolution No. 2012-065 to agreement with Tetra Tech, Inc. for consultant to prepare and provide City with the Third Comprehensive Site Assessment Report Addendum III in accordance with the requirements of Florida Administrative Code 62-780 for the City's property located at 180 NE Gum Swamp Road, Lake City, Florida, for additional services not included in the prior Supplemental Agreement at a cost not to exceed \$41,273.00.
4. City Council Resolution No. 2015-011, if adopted, will approve and authorize Change Request Form to contract between the City and New World Systems Corporation, to provide 250 hours of training and support to City staff; and authorize Request for Service Authorization Form

to provide conversion support for additional DROP
UT into the Logos Database, for a total net
change price of \$36,200.00.

10. DEPARTMENTAL ADMINISTRATION

None

11. COMMENTS BY COUNCIL MEMBERS

12. ADJOURNMENT

Meeting Date
February 2, 2015

CITY OF LAKE CITY

Report to Council

AGENDA	
Section	5
Item No.	A

SUBJECT: Electrical Services & Repairs - Annual Term Contract

DEPT. / OFFICE: Administration

Originator: Stephen A. Roberts		
City Manager Wendell Johnson	 Executive Director of Utilities Stephen A. Roberts	Date 01/29/15
Recommended Action: Approval of Bid # ITB-005-2015		
Summary Explanation & Background: This is a request for approval of Electrical Services & Repairs - Annual Term Contract Bid # ITB-005-2015. The purpose of the bid was to have known labor and mark-up rates when electrical services are required.		
Alternatives: None		
Source of Funds: Budgeted per division.		
Financial Impact: n/a		
Exhibits Attached: Bib tabulation sheet		



Approved by City Council _____

ITB-005-2015

Due Date & Time: January 27, 2015 @ 11am

Electrical Services & Repairs - Annual Term Contract

Holly Electric Inc PO Box 2266 Lake City, FL 32056 386 755 5944	C & C Electric LLC 15905 128th PL Live Oak, FL 32060 386 330 4086	Graham & Sons Electric Inc 723 SW Sisters Welcome Road Lake City, FL 32025 386 752 6082
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Group I - Labor

1. Electrical Journeyman - Hourly Rate

\$63.75	\$35.00	\$100.00
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2. Apprentice - Hourly Rate

\$21.25	\$25.00	\$50.00
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After Hours (Overtime-Emergency Calls)

3. Electrical Journeyman - Hourly Rate

\$168.75	\$50.00	\$150.00
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4. Apprentice - Hourly Rate

\$56.25	\$35.00	\$75.00
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Group II - Percentage Mark-Up (Parts and Materials)

5. Percentage Mark-up

15%	10%	25%
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Comments:

Regular Hours - \$85.00 2 man min	Service Calls - \$75.00 minimum	Regular hours - 2 hour minimum
After Hours - \$225.00 2 man min	After Hours Calls - \$100.00 minimum	After Hours - 2 hour minimum

9 A 1

ORDINANCE NO. 2015-2051

AN ORDINANCE RELATING TO VOLUNTARY ANNEXATION; MAKING FINDING; ANNEXING TO AND INCLUDING WITHIN THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA, CERTAIN REAL PROPERTY LOCATED IN SECTION 31, TOWNSHIP 3 SOUTH, RANGE 17 EAST, CONTIGUOUS TO THE SOUTH AND WESTERLY BOUNDARY OF THE CITY OF LAKE CITY, REDEFINING THE BOUNDARIES OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING FOR ZONING AND LAND USE CLASSIFICATION OF THE REAL PROPERTY TO BE ANNEXED; PROVIDING THAT EXISTING LICENSED BUSINESSES, TRADES, OR PROFESSIONS OPERATING WITHIN THE REAL PROPERTY TO BE ANNEXED MAY CONTINUE SUCH BUSINESSES, TRADES, OR PROFESSIONS THROUGHOUT THE ENTIRE BOUNDARIES OF THE CITY OF LAKE CITY PROVIDING THAT EFFECTIVE JANUARY 1, 2016, THE REAL PROPERTY TO BE ANNEXED SHALL BE ASSESSED FOR PAYMENT OF MUNICIPAL AD VALOREM TAXES AND BE SUBJECT TO ALL GENERAL AND SPECIAL ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK, WITHIN SEVEN DAYS OF THE EFFECTIVE DATE OF THIS ORDINANCE, TO FILE CERTIFIED COPIES OF THIS ORDINANCE WITH THE CLERK OF CIRCUIT COURT FOR COLUMBIA COUNTY, THE CHIEF ADMINISTRATIVE OFFICER OF COLUMBIA COUNTY, THE DEPARTMENT OF STATE, TALLAHASSEE, FLORIDA, THE COLUMBIA COUNTY PROPERTY APPRAISER, THE COLUMBIA COUNTY TAX COLLECTOR, AND ALL PUBLIC UTILITIES AUTHORIZED TO CONDUCT BUSINESS WITHIN THE CITY OF LAKE CITY.

WHEREAS, Dan R. Fellows, as owner of certain real property more particularly Cedar River Seafood, Inc. described herein below, lying south and west of the boundary of the City of Lake City and located in Section 31, Township 3 South, Range 17 East have requested that the same be voluntarily annexed and incorporated into the boundaries of the City of Lake City, Florida.

WHEREAS, Florida Statutes Chapter 171 establishes procedures for voluntary annexation.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:

Section 1. The owners of real property in the unincorporated area of Columbia County described in Schedule "A" and depicted on Schedule "B" as a location map, attached hereto are hereby incorporated into and made part of this ordinance, which real property is contiguous to the existing south and westerly boundary of the City of Lake City, Florida, and is reasonably compact, have petitioned the City to have said real property annexed into the City.

Section 2. The City Council of the City of Lake City, Florida, finds that the petition bears the signatures of all owners of the real property in the area proposed to be annexed.

Section 3. The City Council of the City of Lake City, Florida, finds that the real property described in Section 1 above presently is contiguous to the boundaries of the City of Lake City, Florida, that said real property meets the criteria established by Chapter 171, Florida Statutes, and that said real property should be annexed to the boundaries of the City of Lake City.

Section 4. The real property described in Schedule "A", and depicted on Schedule "B", location map, attached hereto, is hereby annexed to the boundaries of the City of Lake City, Florida, and said real property in every way is a part of the City of Lake City, Florida, beginning on the effective date of this ordinance.

Section 5. The boundaries of the City of Lake City, Florida, created and established by and defined in Ordinances 86-576, as amended by the adoption of

Ordinances No. 87-590 and 88-620;87-600 as amended by 88-614;87-602, 88-622, 89-638, 89-651, 89-652, 89-657, 89-660, 90-672, 90-676, 90-677, 90-681, 91-691, 91-692, 91-693, 92-713, 92-714, 92-717, 93-731, 94-745, 94-750, 94-753, 94-754, 95-765, 95-767, 95-783, 95-784, 96-778B, 96-780B, 96-781B, 96-782B, 96-786, 96-791, 96-793, 96-794, 97-798, 97-802, 97-809, 98-837, 99-849, 99-853, 99-858, 99-861,99-864, 99-865, 00-896, 00-902, 00-904,01-912, 01-920, 02-956, 02-968, 02-976, 03-993, 03-994,04-998, 04-1000, 04-1015, 04-1018, 05-1026, 06-1058, 06-1063, 06-1079, 06-1085 07-1103, 07-1106, 07-1108, 07-1109, 07-1124, 07-1125, 07-1126, 07-1131, 07-1135, 08-1143, 08-1145, 08-1147, 08-1148, 08-1151, 08-1157, 08-1152, and 09-1179 be and they are hereby redefined to include the real property described in Section 1 hereof.

Section 6. Upon annexation, the real property described in Section 1 hereof shall continue to be zoned Commercial Intensive, the land use classification established by the Columbia County Zoning Ordinance and Comprehensive Land Use Plan until otherwise changed or amended by appropriate ordinance of the City of Lake City, Florida.

Section 7. Effective January 1, 2016 the real property described in Schedule “A” and hereby annexed to the boundaries of the City of Lake City Florida shall be assessed for payment of municipal ad valorem taxes, and shall be subject to all general and special assessments.

Section 8. All persons who have been lawfully engage in any occupation, business, trade, or profession, within the area described in Section 1 above, upon the effective date of this ordinance under a valid license or permit issued by Columbia County, Florida, and

all other necessary state or federal regulatory agencies, may continue such occupation, business, trade or profession within the entire boundaries of the City of Lake City, as herein defined, upon securing a valid occupational license from the City of Lake City, which shall be issued upon payment of the appropriate fee, without the necessity of taking or passing any additional examination or test which otherwise is required relating to the qualification of such occupations, businesses, trades, or professions.

Section 9. The City Clerk is hereby directed to file and record, within seven days of the effective date of this ordinance a certified copy of this ordinance with the following:

- a) the Clerk of Circuit Court of Columbia County;
- b) Chief Administrative Officer of Columbia County;
- c) Department of State, Tallahassee, Florida;
- d) The Property Appraiser, Columbia County;
- e) the Tax Collector , Columbia County;
- f) all Public Utilities authorized to conduct business within the City of Lake City.

Section 10. This ordinance shall be effective _____.

PASSED AND ADOPTED upon first and final reading this _____ day of _____, 2015.

Stephen M. Witt
Mayor

ATTEST:

Audrey E. Sikes
City Clerk

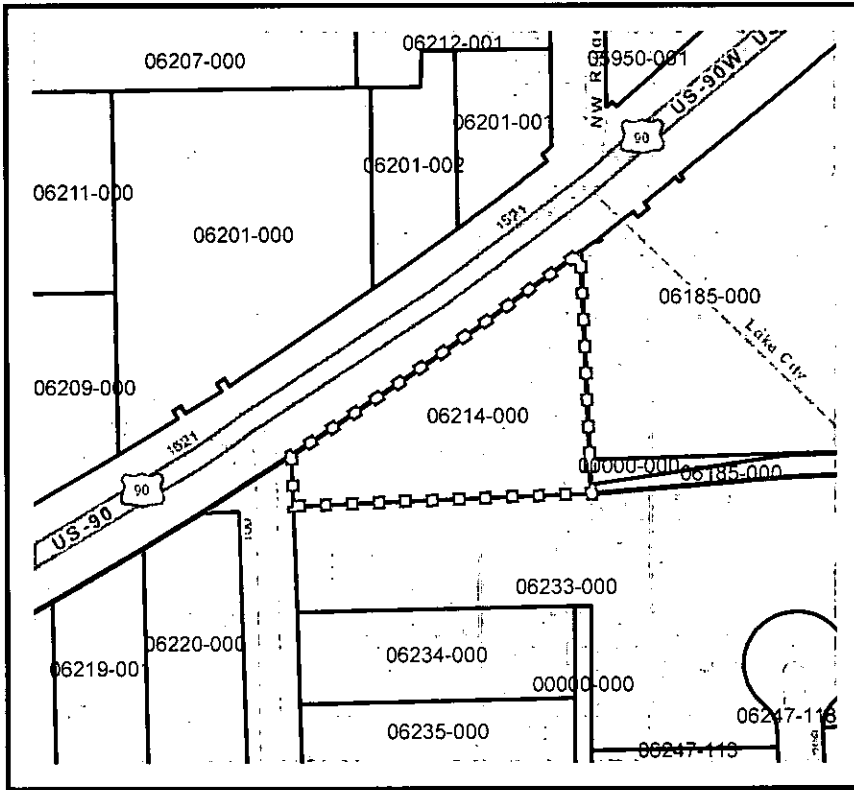
APPROVED AS TO FORM AND LEGALITY:

By: _____
HERBERT F. DARBY, City Attorney

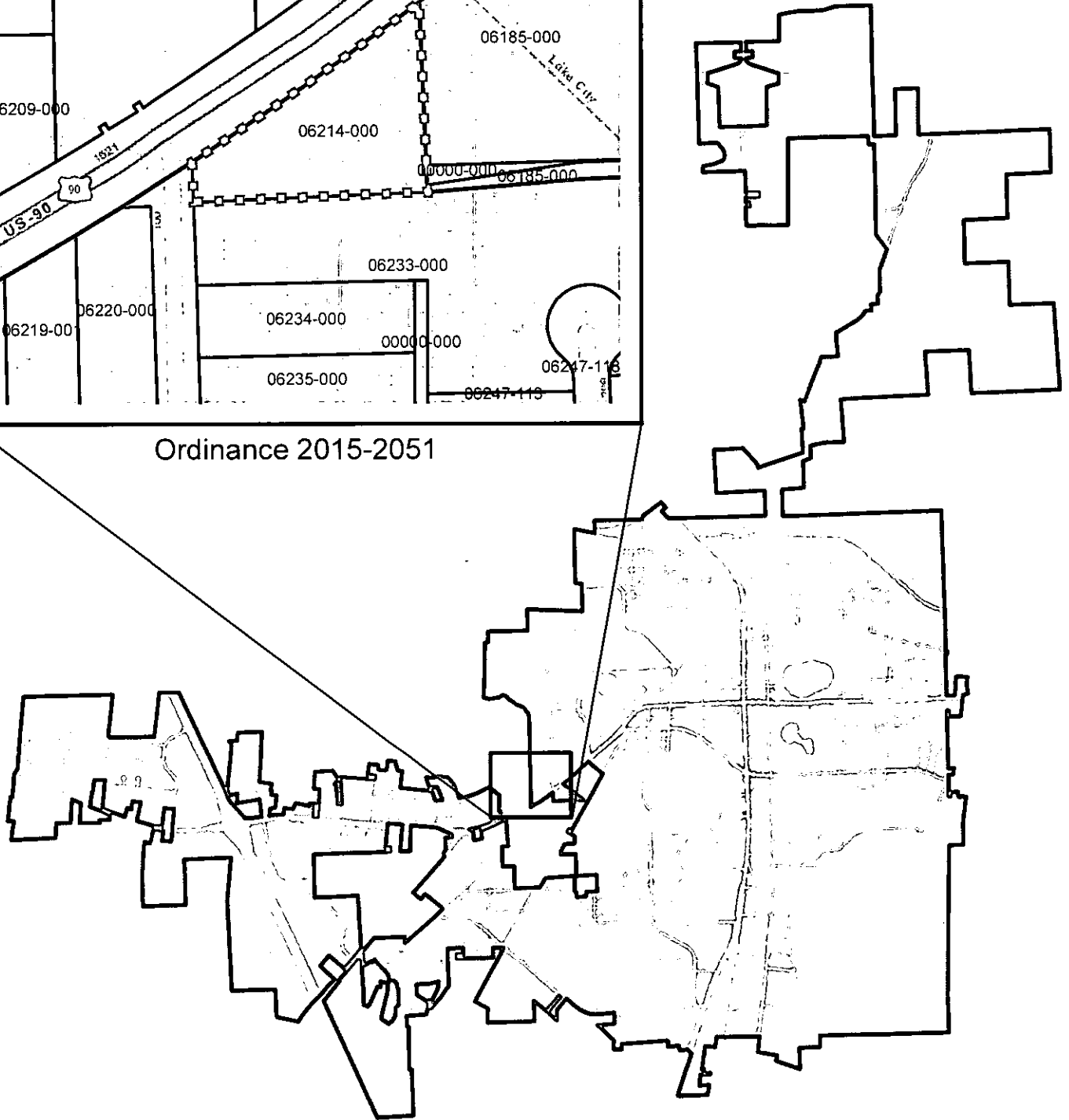
Schedule "A"

A parcel of land located in Section 31, Township 3 South, Range 17 East, Columbia County, Florida, being more particularly described as follows:

Begin at the southeast corner of the West one-half of the Northwest one quarter of the Southwest one quarter of Said Section 31; thence South $87^{\circ}23'33''$ West, along the south line of said Northwest one quarter of the Southwest one quarter a distance of 371.23 feet to the easterly right-of-way line of Ridgewood Drive (State Road No. 341); thence North $00^{\circ}54'59''$ West, along said easterly right-of-way line a distance of 3.21 feet to the point of curve concave to the southeast having a radius of 100 feet and a central angle of $56^{\circ}46'27''$; thence northeasterly along the arc of said curve (said easterly right-of-way line of Ridgewood Drive) 99.09 feet to the intersection of the southerly right-of-way line of State Road No. 10 (US Highway No. 90), said point being also on the arc of a curve concave to the northwest having a radius of 4633.66 feet and a central angle of $04^{\circ}08'30''$; thence northeasterly along the arc of said curve (also along the southerly right-of-way of State Road No. 10) a distance of 334.93 feet to the east line of the West one-half of the Northwest one quarter of the Southwest one quarter of said Section 31; thence South $00^{\circ}13'36''$ East, along said east line a distance of 268.42 feet to the Point of Beginning.



Ordinance 2015-2051



Dated this _____ day of _____, 2015

**PETITION OF OWNER TO VOLUNTARILY ANNEX
REAL PROPERTY TO THE CITY OF LAKE CITY, FLORIDA**

Petitioner(s): DAN R. FELLOWS FOR
CEDAR RIVER SEAFOOD OF LAKE CITY, INC.

whose mailing address
is 1684 RIDGEOUT FERRY Rd.
MIDDLEBURG FL 32068 hereby petition the

City Council of the City of Lake City, Florida, to voluntarily annex the real property of petitioner(s) to the City of Lake City, Florida ("City"), pursuant to and in accordance with the provisions of chapter 171.044, Florida Statutes, and state(s):

1. That petitioner(s) is/are the sole owner(s) of the real property described on Schedule "A" attached hereto and by this reference made a part of this petition (the "Real Property"), as evidenced by a deed or other document recorded in Official Record Book 1276, Pages 364, public records of Columbia County, Florida, copy of which is attached hereto.
2. If the Real Property is annexed to the City, petitioner(s) agree(s) to and will abide by and comply with all of the existing and future laws, rules, and regulations which presently are and from time to time in the future may be in effect within the City.
3. That the Real Property of the petitioner(s) qualifies and is eligible to be annexed to the boundaries of the City, pursuant to the provisions of Chapter 171, Florida Statutes.
4. That the Real Property of the petitioner(s) is presently classified under the Columbia County Land Use Plan for Commercial use and is zoned Commercial Intensive under the Columbia County zoning ordinance.
5. If not already connected to the City's utility services, petitioner(s) agree(s) to and file(s) an application for a connection to the City's water and sewer utility lines to serve said Real Property upon application for Development Permit and agree(s) to abide by and comply with all of the terms and conditions of the city codes, resolutions, and further agree(s) to pay all costs relating to the connection fees, installation costs, impact fees, and service charges.

WHEREFORE, petitioner(s) request(s) that the City immediately take action to approve this petition and to annex the Real Property into the City.

DATED this 31 day of DEC, 2014

Signed, sealed, and delivered

In the presence of:

Note: Name must appear as on deed. Attach corporate seal if required.

(Witness) Printed Name

(Witness) Signature

DAN R. FELLOWS

(Owner) Printed Name

(Signature)

(Witness) Printed Name

(Witness) Signature

(Owner) Printed Name

(Signature)

(Witness) Printed Name

(Witness) Signature

(Owner) Printed Name

(Signature)

STATE OF FLORIDA
COUNTY OF COLUMBIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County named above to take acknowledgments, personally appeared

Dan R. Fellows

known to be the person or persons described in and who executed the foregoing instrument, and acknowledged before me that said person or persons executed the same.

WITNESS my hand and official seal in the County and State named above this

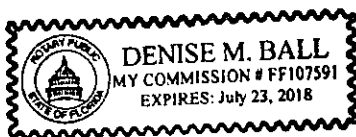
31 day of December, 2014

Denise M. Ball

Notary Public, State of Florida

(Notary Seal)

My Commission Expires: 7-23-2018



District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Everett Phillips
District No. 5 - Scarlet P. Frisina



BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY

5 January 2015

Laura Reissener, Planning Technician
City of Lake City, Growth Management Department
205 North Marion Avenue
Lake City, Florida 32055

TRANSMITTED VIA ELECTRONIC MAIL

RE: Land Use and Zoning Verification for Tax Parcel ID# 31-3S-17-06214-000,
Physical Address of 1592 West U.S. Highway 90

Ms. Reissener,

The property with the above referenced tax parcel ID# and physical address has a land use classification of Commercial and a zoning designation of Commercial Intensive (CI).

If you have any questions concerning this matter, please do not hesitate to contact me at 386.754.7119.

Sincerely,

Brian L. Kepner
Land Development Regulation Administrator,
County Planner

BOARD MEETS FIRST THURSDAY AT 5:30 P.M.
AND THIRD THURSDAY AT 5:30 P.M.

P. O. BOX 1529 ▼

LAKE CITY, FLORIDA 32056-1529 ▼

PHONE (386) 755-4100

Meeting Date
February 2, 2015

CITY OF LAKE CITY

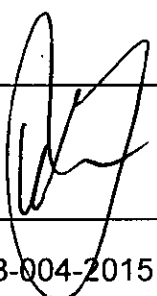
Report to Council

AGENDA	
Section	9
Item No.	B1

Resolution No. 2015-008

SUBJECT: HORIZONTAL DIRECTIONAL DRILL – 3 LOCATIONS

DEPT. / OFFICE: Administration

Originator: Keith R. Hampton		
City Manager Wendell Johnson	 <i>1-30-15</i>	Executive Director of Utilities Stephen A. Roberts
Recommended Action: Approval of Bid #ITB-004-2015		
Summary Explanation & Background: This is a request for approval of Horizontal Directional Drill at three locations for NW Quinten Street 12" Potable Water Main Loop (plans attached). When completed, this will provide increased fire flow for the northern quadrant of our distribution system.		
Alternatives: None		
Source of Funds: 412-78-536.60-63		
Financial Impact: \$135,817.50		
Exhibits Attached: Bib tabulation sheet		



Awarded by City Council: _____

ITB-004-2015

Due Date & Time: January 27, 2015 @ 11am

HDD 3 Locations - CR 25A to Marco Terrace

Gator Boring & Trenching Inc 1800 Blackbird Lane Pensacola, FL 32534 850-477-0742	Bore Hawg Inc 4269 NW 44th Ave Ste B Ocala, FL 34482 352-840-0801	TB Landmark Construction Inc 11220 New Berlin Road Jacksonville, FL 32226 904-751-1016
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1. Horizontal Directional Drill (HDD) from +Sta. 10+00 to Sta. 13+80: Approximately 380 LF of 12" Fusible PVC DR 18 C900 (provided by City) beneath NW Taft Street and along the western right of way of CR 25A.

\$52,623.40	\$25,935.00	\$50,850.00
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2. HDD from +Sta. 13+80 to Sta. 29+50: Approximately 1570 LF of 12" Fusible PVC DR 18 C900 (provided by City) beneath CR 25A and along southern right of way of NW Quantin Street to Northeast (NE) Marco Street.

\$202,142.43	\$107,152.50	\$153,300.00
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3. HDD from +Sta. 29+60 to Sta. 30+00: Approximately 40 LF of 12" Fusible PVC DR 18 C900 (provided by City) beneath NW Quantin Street.

\$5,659.75	\$2,730.00	\$21,600.00
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TOTAL A-1 THROUGH A-3

\$260,425.58	\$135,817.50	\$225,750.00
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ADDEDUCT ALTERNATE: Price must include all supplies and labor necessary for additional footage. Cost per linear foot:

\$116.00	\$45.00	\$45.00
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Recommendation: Bore Hawg Inc. _____

CITY COUNCIL RESOLUTION NO. 2015-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, FINDING THAT BORE HAWG, INC. ("BORE HAWG") SUBMITTED THE BEST AND LOWEST RESPONSIVE BID FOR DIRECTIONAL DRILLS AT THREE LOCATIONS IDENTIFIED IN AND REQUIRED BY INVITATION TO BID ITB-004-2015; AND AUTHORIZING THE CITY TO ENTER INTO A CONTRACT WITH BORE HAWG TO PERFORM ALL OF THE WORK REQUIRED BY AND IN ACCORDANCE WITH THE BID DOCUMENTS FOR A PRICE OF \$135,817.50 WITH AN ADD/DEDUCT ALTERNATE OF \$45.00 PER LINEAR FOOT.

RECITALS

1. The City of Lake City, Florida ("City") finds that Bore Hawg, Inc. ("Bore Hawg"), a Florida corporation, located in Ocala, Florida, bid of One Hundred Thirty Five Thousand Eight Hundred Seventeen and 50/100 (\$135,817.50) Dollars with an add/deduct alternate of Forty Five and 00/100 Dollars (\$45.00) per linear foot, is the best and lowest responsive bid, all factors considered, for direction drills at three (3) separate locations identified in and required by Invitation to Bid ITB 004-2015, and that it is in the best interest of the City to award the bid to and contract with Bore Hawg for such work upon the terms and conditions contained in contract, copy of which is attached hereto as Exhibit "A" (the "Contract"); and

WHEREAS, the City finds that it is in its interest to exempt Bore Hawg from providing the City with a payment and performance bond.

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

incorporated herein and made a part of this resolution.

Section 2. That the bid of Bore Hawg for directional drills at three (3) separate locations identified in and required by Invitation to Bid ITB 004-2015 is accepted and the City is hereby authorized to enter into the Contract with Bore Hawg to perform all of the work as defined in the bid specifications in accordance with and upon the terms and conditions contained in the Contract for the sum of \$135,817.50 with an add/deduct alternate of \$45.00 per linear foot.

Section 3. The Mayor and City Clerk are hereby authorized to execute the Contract for and on behalf of the City.

PASSED AND ADOPTED at a meeting of the City Council this _____ day of _____, 2015.

Mayor-Councilman

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

By:

HERBERT F. DARBY
City Attorney

1/29/2015

CONTRACT

THIS AGREEMENT, made and entered into this ____ day of _____, 2015 between THE CITY OF LAKE CITY, FLORIDA, a municipal corporation (“**CITY**”), and BORE HAWG, INC., a Florida corporation, 4269 NW 44th Avenue, Suite B, Ocala, Florida (“**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 three (3) Horizontal Directional Drills (“HDD”) consisting of approximately 2025 linear feet of 12” inch Fusible PVC pipe, DR-18 AWWA (American Water Works Association) C900 DIPS, blue in color, potable water pressure pipe identified in and required by City Invitation to Bid, ITB 004-2015 (the “ITB”) in accordance with and, in strict conformity with the Advertisement, Invitation to Bid, Instructions to Bidder, Technical Specifications, General Provisions, Scope of Work and Special Provisions attached hereto, all of which are incorporated herein and made a part of this Agreement and 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 thirty (30) calendar days of construction commencement..

The City will pay Contractor as full compensation for the work required to be done by the Contractor under this Agreement, the sum of One Hundred Thirty Five Thousand Eight Hundred Seventeen and 50/100 (\$135,817.50) with an add/deduct alternate sum of Forty Five and 00/100 Dollars (\$45.00) per linear foot of 12” Fusible PVC pipe 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.

EXHIBIT “ A ”

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 Agreement. 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 work, Contractor shall obtain any and all permits from all governmental agencies, if any are needed, and in performing the work required by this Contract will comply with all regulatory agencies.

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.

This Contract 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.

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 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

Witness

ATTEST: _____
Audrey E. Sikes, City Clerk

Type/print name

APPROVED AS TO FORM AND LEGALITY:

Herbert F. Darby, City Attorney

Signed, sealed and delivered
in the presence of:

CONTRACTOR

BORE HAWG. INC.

Witness

BY: _____
Officer or Owner

Type/print name

Type/print name

Witness

ATTEST: _____
Officer or Owner

Type/print name

Type/print name

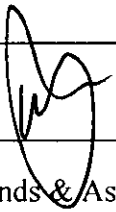
MEETING DATE
February 2, 2015

CITY OF LAKE CITY Report to Council

COUNCIL AGENDA	
SECTION	9
ITEM NO.	B2

SUBJECT: Miscellaneous Engineering Services

DEPT / OFFICE: Utility Administration

Originator: Stephen A. Roberts		
City Manager Wendell Johnson	 1-30-15	Department Director Stephen A. Roberts
		Date 1/27/2015
Recommended Action: Approve Jones Edmunds & Associates, Inc. (Task Assignment #4) for Miscellaneous Engineering Services not to exceed \$100,000.		
Summary Explanation & Background: <p>The City of Lake City's Utility Administration seeks assistance from Jones Edmunds & Associates, Inc. for Miscellaneous Engineering Services not to exceed \$100,000. The intent of this Task Assignment is to provide the City with a mechanism to request miscellaneous tasks from Jones Edmunds on an as-needed basis to supplement the City's staff. The following support services will be covered:</p> <ul style="list-style-type: none"> • Engineering Services. • GIS Services. • CAD Services. • Construction Services. • Contractor Plan Review Services. <p>The authorization is for a not-to-exceed amount of \$100,000. Services will be performed on a time-and-materials basis based on the rates approved in the February 3, 2014 contract with the City. Tasks will only be performed with prior written authorization from City representatives authorized to approve such tasks.</p>		
Alternatives: None		
Source of Funds: Contingency on an as needed basis.		
Financial Impact: Up to \$100,000 as needed only.		
Exhibits Attached: Jones Edmunds & Associates, Inc. Proposal		



January 13, 2015

Stephen A. Roberts
Executive Utilities Director
City of Lake City
1486 SW McFarlane Avenue
Lake City, FL 32025

RE: 2015 Miscellaneous Professional Services
Jones Edmunds Project No. 95110-482-14
Lake City, Florida

Dear Mr. Roberts:

We thank the City of Lake City for the opportunity to provide consulting engineering support services under our current contract. As we discussed and you requested, we are pleased to provide the City with a proposal to provide professional services for 2015. We understand that the intent of this authorization is to provide the City with a mechanism to request miscellaneous tasks from Jones Edmunds on an as-needed basis to supplement the City's engineering staff. We have similar authorizations with other clients, and the arrangement has worked very well for our clients by allowing the flexibility to obtain resources as needed.

We propose the authorization for a not-to-exceed amount of \$100,000. Services will be performed on a time-and-materials basis based on rates in our approved February 3, 2014 contract with the City. Tasks will only be performed with prior written authorization from City representatives authorized to approve such tasks.

We are pleased to be able to provide the City the following support services as needed:

1. Engineering Services
 - a. Water and Wastewater
 - b. Civil
 - c. Electrical
 - d. Structural
 - e. Water Resources
 - f. Environmental
 - g. Architectural

h. Facilities

2. GIS Services
3. CAD Services
4. Construction Services
 - a. Construction Administration
 - b. Construction Engineering Inspection (CEI)

Our specific capabilities in each of these areas of practice are broad, and we can provide more specifics on particular areas that the City may need assistance with.

We appreciate the opportunity to be of further assistance to the City and are ready to immediately perform any tasks that the City may need help with. Please call me if you have any questions.

Sincerely,



Brian F. Hepburn, MPA
Project Manager

CITY COUNCIL RESOLUTION NO. 2015-009

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY OF LAKE CITY, FLORIDA, TO ENTER INTO TASK ASSIGNMENT NUMBER FOUR TO ITS BASIC CONTRACT WITH JONES EDMUNDS & ASSOCIATES, INC., A FLORIDA CORPORATION ("JONES EDMUNDS"), FOR PROFESSIONAL CONSULTING SERVICES AND ASSISTANCE OF CONSULTANT TO PROVIDE CITY WITH A MECHANISM TO REQUEST MISCELLANEOUS TASKS FROM JONES EDMUNDS ON AN AS-NEEDED BASIS TO SUPPLEMENT THE CITY'S STAFF; AND TO PAY JONES EDMUNDS FOR ITS SERVICES FOR TASK ASSIGNMENT NUMBER FOUR FOR "TIME AND MATERIALS" WITH A NOT-TO-EXCEED AMOUNT OF \$100,000.00 .

WHEREAS, the City of Lake City, Florida ("City") entered into a Basic Contract for Professional Engineering Services with Jones Edmunds & Associates, Inc.. ("Jones Edmunds") effective February 3, 2014 (the "Basic Contract"), as authorized by City Council Resolution No. 2014-008 with respect to certain studies, planning, design, and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport ("Airport"), City recreational facilities, City Hall, City safety facilities and streets (herein collectively the "City Projects"); and

WHEREAS, the Basic Contract provides that Jones Edmunds shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Jones Edmunds for each separate project and be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City desires to enter into Task Assignment Number Four to its Basic Contract with Jones Edmunds for engineering consulting services relating to

providing the City with a mechanism to request miscellaneous tasks from Jones Edmunds on an as-needed basis to supplement the City's staff (the "Additional Services") pursuant to the terms and conditions of Task Assignment Number Four, copy of which is attached hereto as Exhibit "A" and made a part of this resolution ("Task Assignment Number Four"), and in compliance with the Basic 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 are incorporated herein and made a part of this resolution.

Section 2. The City is hereby authorized to enter into Task Assignment Number Four with Jones Edmunds for the Additional Services.

Section 3. The City Manager and City attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Four 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 Task Assignment Number Four 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 Jones Edmunds 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 _____, 2015.

Mayor-Councilman

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
HERBERT F. DARBY
City Attorney

**TASK ASSIGNMENT NUMBER FOUR TO
BASIC CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA,
AND JONES EDMUNDS & ASSOCIATES, INC.,
A FLORIDA CORPORATION
FOR PROFESSIONAL CONSULTING SERVICES**

THIS TASK ASSIGNMENT NUMBER FOUR made and entered into this ____ day of _____, 2015, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and JONES EDMUNDS & ASSOCIATES, INC., a Florida corporation (herein referred to as "Consultant"), who mailing address is 730 NE Waldo Road, Gainesville, Florida 32641.

RECITALS

A. City and Consultant have heretofore entered into a Basic Contract for professional consulting services as authorized by City Resolution No. 2014-008 (the "Basic Contract").

B. The Basic Contract provides that Consultant shall perform services to the City only when requested to and authorized in writing by City and that each request for services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project and be defined by and embodied in a separate Task Assignment.

C. The City is in need of professional services and assistance of Consultant on an as-needed basis to supplement the City's engineering staff and desires to enter into

EXHIBIT " A "

this Task Assignment Number Four with Consultant for such services pursuant to the terms and conditions contained herein.

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

1. **RECITALS**: The above recitals are all true and accurate and are incorporated herein and made a part of this Task Assignment Number Four.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish City with a mechanism to request miscellaneous tasks from Consultant on an as-needed basis to supplement the City's staff, including, but not limited to, engineering services, GIS services, CAD services, constructions services, and contractor plan review services.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant for "time and materials" under this Task Assignment Number Four with a not-to-exceed amount of \$100,000.00.

4. **PROVISIONS OF BASIC CONTRACT**. The terms, provisions, conditions, and requirements of the Basic Contract are incorporated herein and made a part of this agreement and shall be complied with by Consultant.

5. **ATTORNEYS' FEES AND COSTS**. In the event of breach by either party of the Basic Contract or any Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Basic Contract or any Task Assignment, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT**. This Task Assignment Number Four constitutes the entire agreement between City and Consultant and supercedes all prior written or oral understandings with respect to the project. This Task Assignment Number Four may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND**. This Task Assignment Number Four shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

(Remainder of this page intentionally left blank)

(signatures begin on next page)

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Four as of the day and year first above written.

Signed, sealed and delivered in the presence of:

CITY OF LAKE CITY, FLORIDA

Witness

By: _____
STEPHEN M. WITT, Mayor

(Print/type name)

ATTEST: _____
AUDREY SIKES
City Clerk

(Print/type name)

Witnesses as to City

(SEAL)
"CITY"

APPROVED AS TO FORM AND LEGALITY:

By: _____
HERBERT F. DARBY
City Attorney

Signed, sealed and delivered in the presence of:

JONES EDMUNDS & ASSOCIATES, INC.

Witness

By: _____
Name: _____
Title: _____

(Print/type name)

"CONSULTANT"

Witness

(Corporate Seal)

(Print/type name)

Witnesses as to Consultant

CITY COUNCIL RESOLUTION NO. 2015-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO SUPPLEMENTAL ADDENDUM TO PRIOR SUPPLEMENTAL AGREEMENT AUTHORIZED BY CITY COUNCIL RESOLUTION NO. 2012-065 TO AGREEMENT WITH TETRA TECH, INC. ("TETRA TECH"), FOR CONSULTANT TO PREPARE AND PROVIDE CITY WITH THE THIRD COMPREHENSIVE SITE ASSESSMENT REPORT ADDENDUM III ("SARA III") IN ACCORDANCE WITH THE REQUIREMENTS OF FLORIDA ADMINISTRATIVE CODE 62-780 FOR THE CITY'S PROPERTY LOCATED AT 180 NE GUM SWAMP ROAD, LAKE CITY, FLORIDA, FOR ADDITIONAL SERVICES NOT INCLUDED IN THE PRIOR SUPPLEMENTAL AGREEMENT AT A COST NOT TO EXCEED \$41,273.00.

WHEREAS, under the provisions of contract with Tetra Tech, Inc. ("Tetra Tech") authorized by City Council Resolution No. 2008-087 for professional and consulting services, the City of Lake City, Florida ("City"), on July 15, 2009, engaged Tetra Tech to prepare and provide City with a Comprehensive Site Assessment Report ("SARA I") relating to site remediation for the City's property located at 180 NE Gum Swamp Road, Lake City, Florida. as authorized by City Council Resolution No. 2009-059 and City Council Resolution No. 2012-065; and

WHEREAS, on November 23, 2010, the City engaged Tetra Tech to prepare a second Site Assessment Addendum Report ("SARA II") as authorized by City Council Resolution No. 2010-112 relating to additional site remediation for the City property located at 180 NE Gum Swamp Road, Lake City, Florida; and

WHEREAS, following the submittal of SARA I and SARA II to Florida Department of Environment Protection ("FDEP"), FDEP, by its letter memorandum dated December 27, 2011 ("FDEP Letter Memorandum"), copy of which is attached

hereto as Exhibit "A", has determined that, while no additional remediation is required for various areas of the site, it is necessary that additional groundwater monitoring is needed with respect to some areas of the property and requires an additional Site Assessment Report Addendum III ("SARA III"); and

WHEREAS, inasmuch as Tetra Tech, as engaged by the City, has performed all of the consulting and engineering services and SARA I, SARA II, and SARA III, it is in the City's interest to engage Tetra Tech to perform the additional services not included in the scope of work authorized by City Council Resolution No. 2012-065; and

WHEREAS, the City desires to engage the services of Tetra Tech to perform the additional work required pursuant to Letter Agreement dated September 10, 2014, and Attachment A, attached hereto and made a part of this resolution.

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 Letter Agreement with Tetra Tech and to appropriate funds to pay the contract price not to exceed \$41,273.00.

Section 3. The Mayor is authorized to execute the Letter Agreement for and on behalf of the City.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of _____, 2015.

Mayor-Councilman

ATTEST:

AUDREY E. SIKES
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
HERBERT F. DARBY
City Attorney



TETRA TECH

Document No.: 14ORL0905

September 10, 2014

Mr. Thomas Henry
Public Works Director
Lake City Public Works Department
205 N. Marion Avenue
Lake City, Florida 32055

Via Email: henryt@lcfia.com

**Subject: Professional Services Proposal No. 112PSM7111
Site Assessment Report Addendum III
Lake City Public Works Complex**

Dear Mr. Henry:

Per your request, Tetra Tech, Inc., (Tetra Tech) is submitting this cost proposal No. 112PSM7111 to conduct supplemental soil and groundwater investigations at the Lake City Public Works Complex site, located at 180 NE Gum Swamp Road, Lake City, Florida.

The purpose of the proposed effort is to generate data required to prepare Site Assessment Report Addendum III (SARA III) in accordance with the requirements of Florida Administrative Code 62-780. Details of this SARA III Scope of Work and proposed compensation are presented in Attachment A.

We look forward to serving the City on this important project. If the scope terms and pricing of this this proposal are acceptable to the City of Lake City, please execute one (1) copy and return it to our office.

If you have any questions, please do not hesitate to call me.

Sincerely,

Tetra Tech

Jennifer L. Deal, P.E.
Operations Manger

Attachments

EXHIBIT " A "



TETRA TECH

Mr. Henry Thomas
Public Works Director
September 10, 2014
Page 2

PROFESSIONAL SERVICES PROPOSAL NO. 112PSM7111 APPROVED BY:

Mr. Thomas Henry
Public Works Director - City of Lake City

Date: _____

C: Dave Giddens, P.G., Tetra Tech
Sean Rome, Tetra Tech
Mark Rynning, P.E., Tetra Tech
John Toomey, P.E., Tetra Tech

APPROVED AS TO FORM AND LEGALITY

By: _____
HERBERT F. DABBY
City Attorney



TETRA TECH

ATTACHMENT A

SITE ASSESSMENT REPORT ADDENDUM III LAKE CITY PUBLIC WORKS COMPLEX

SCOPE OF WORK

1.0 PROJECT DESCRIPTION

A Site Assessment Report Addendum III (SARA III) will be provided to the City of Lake City (City) for submittal to the Florida Department of Environmental Protection (FDEP), based on the FDEP Rule 62-780 and the FDEP Waste Cleanup memo dated December 27, 2011, received by Tetra Tech January 23, 2012. Tetra Tech will coordinate with the FDEP and Lake City to ensure all parties are in understanding regarding the proposed scope of work.

Services will be performed in accordance with our Basic Contract Professional Consulting Services Agreement, dated February 3, 2014.

The proposed scope of work is presented as follows:

Task 1 – FDOT ROW Permit and MOT Plan Preparation

Tetra Tech will prepare and obtain the Florida Department of Transportation (FDOT) Right of Way (ROW) access permit to install background water quality monitoring well MW-26 in the ROW of North Marion Avenue. An extension to the Columbia County Utility Permit will be required for installation of MW-25 in the ROW of Gum Swamp Road.

Tetra Tech will also prepare the appropriate maintenance of traffic (MOT) plan for each proposed well location. Road signage, barricades, and traffic cones will be provided by the City.

Task 2 – Background Well Installation

Proposed background wells MW-25 and MW-26 will be installed north of Gum Swamp Road, and on the west side of North Marion Avenue, respectively. Drilling services will be provided by Caltech Testing, and associated cost will be direct billed to the City. Well installation will be completed using the hollow stem auger drilling method.

Well construction will consist of approximately 15 feet of 2-inch diameter factory milled 0.006 slot well screen threaded to five feet of solid PVC riser. Borehole diameter will be 8-inch diameter, with a 40/45-grade silica sand pack from the bottom of each borehole to two feet above the screen interval. The remaining annular space will be filled with neat cement grout and surface completion will consist of a 2-foot by 2-foot concrete pad, locking cap, and 8-inch diameter steel bolt down manhole. Well construction details may vary based upon encountered field conditions, to be determined by Tetra Tech's senior professional geologist at the time of monitoring well installation.



Task 3 – Background Well Location and Casing Elevation Survey

Tetra Tech will survey the locations and top of casing elevations for MW-25 and MW-26.

Task 4 –Groundwater Sampling and Analysis

Given the age of existing groundwater data, Tetra Tech proposes to sample existing on-site monitoring wells MW-3R, MW-5, MW-7, MW-9, MW-10, and MW-15 for laboratory analysis of ammonia via United States Environmental Protection Agency (USEPA) Method 350.1 to determine current ammonia concentrations in groundwater at the site. Tetra Tech also proposes to sample the new background wells MW-25 and MW-26 for laboratory analysis of ammonia via USEPA Method 350.1 to evaluate natural ammonia concentrations in groundwater up-gradient and side gradient to the Site.

If ammonia is detected in off-site background monitoring wells, MW-25 and MW-26, consistent with historical detections at the site, Tetra Tech will request no further action for ammonia assessment at the site. If ammonia is not detected in the new wells, or is detected at significantly lower concentrations than historical detections at the site, Tetra Tech will propose alternative cleanup goals for the site. However, if further assessment and/or remediation is required to address ammonia concerns, this will be addressed as additional services under a contract amendment.

Task 5 –Human Health Risk Assessment Plan Development for BaP equivalents

Tetra Tech will develop a work plan (WP) to evaluate the potential risks associated with direct exposure to carcinogenic polycyclic aromatic hydrocarbons, expressed as benzo(a)pyrene equivalents (BaP equivalents) in soil by the most likely current and future receptors at the site. The WP will specifically detail:

- a. How current and future potential receptors are exposed to BaP equivalents;
- b. How to calculate the intakes of the BaP equivalents;
- c. Describe how to characterize the risks associated with the exposures by the current and future receptors at the site; and
- d. Relative risk presented to the public by BaP equivalents at 10 highway intersections (i.e., a proxy for anthropogenic background).

Tetra Tech understands that the City will place institutional controls on the property that will preclude the use of groundwater and restrict the site to commercial/industrial land use (i.e., no residential development). The current use of the site and the restrictions placed on groundwater usage will form the basis for the development of a conceptual site exposure model.

The conceptual site exposure model will provide the following:

- a. Identify BaP equivalents as the primary source of contamination in the environment;
- b. Show how BaP equivalents might move in the environment; and
- c. Identify the different types of human populations (e.g., workers) who might come into contact with contaminated media.



The WP will be developed using guidance documents developed by the USEPA and FDEP. For this WP, the receptors will be limited to workers that are potentially exposed to BaP equivalents through direct contact with soil. Exposure assumptions will be defined using USEPA and FDEP guidance or professional judgment based on site-specific information regarding site activities.

The WP will define how BaP equivalents were identified, define how exposure concentrations are calculated (e.g., statistical analysis, modeling) for contaminants of potential concern, define how BaP equivalents intakes are calculated, define the toxicity factors, and define how risks are characterized. The WP will present a detailed outline of what will be included in the Risk Assessment Report.

A draft WP will be prepared for submittal to the City. Tetra Tech will respond to one round of comments and prepare a "courtesy draft-final" WP for submittal to the FDEP. It is Tetra Tech's experience that the FDEP has a more positive response to these documents when they are submitted as "courtesy draft."

It is assumed that a teleconference will be held with the FDEP to address comments they will have on the "courtesy draft" WP. Tetra Tech will respond to one round of the FDEP's comments and formulate the final WP.

Task 6 – SAR Addendum III Preparation

Tetra Tech will prepare the SAR Addendum III report presenting the findings and recommendations of the above specified tasks, and updated figures presenting analytical data per FDEP request.

2.0 COMPENSATION

TASK	FEE
Task 1: FDOT ROW Permit and MOT Plan Preparation	\$4,346.00
Task 2: Background Well Installation Oversight	3,210.00
Task 3: Background Well Location and Casing Elevation Survey	2,573.00
Task 4: Groundwater Sampling and Analysis	5,000.00
Task 5: Human Health Risk Assessment Plan Development for BaP equivalents	12,452.00
Task 6: SAR Addendum III	\$13,692.00
Total	\$41,273.00

Note:

- a. Drilling services are not included. It is our understanding Caltech Testing will bill the City directly.
- b. Performance of additional services will require written authorization prior to performance of out of scope task(s).
- c. Laboratory and survey services are included in this proposal (with no markup).
- d. Management and/or disposal of investigative derived waste is not included in this estimate, and shall be the responsibility of the City.



TETRA TECH

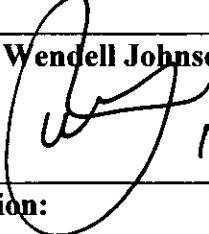
Meeting Date
February 2, 2015

City of Lake City Report to Council

AGENDA	
Section	9
Item No.	B4

SUBJECT: New World Systems Contract Modification *Resolution No. 2015-011*

DEPT. / OFFICE: Finance

Originator: Donna Duncan		
CITY MANAGER Wendell Johnson  <i>1.30.15</i>	Department Director Donna Duncan, Finance Director	Date 1/28/15
Recommended Action: Approve New World Systems contract modification to include additional implementation training and utility data conversion testing.		
Summary Explanation & Background: The original contract with New World Systems was approved with a budget \$237,260. Upon consultation with the New World management team, it has been deemed necessary to modify the contract to include up to 250 hours of additional training for certain City Staff and the need for additional utility conversion data testing. It is the City Staff recommendation that this training is essential to full implementation of the New World Data System. \$59,650 was included in the FY 2015 Water & Sewer Fund for the anticipated training and data conversion costs.		
Alternatives: Not modify contract – Not recommended		
Source of Funds: Budgeted for 2015 in Water Sewer Fund – 410.70.536-060.64		
Financial Impact: Anticipated impact of \$36,200		
Exhibits Attached: <i>None</i>		

CITY COUNCIL RESOLUTION NO. 2015-011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, APPROVING AND AUTHORIZING CHANGE REQUEST FORM TO CONTRACT BETWEEN THE CITY AND NEW WORLD SYSTEMS CORPORATION, TO PROVIDE 250 HOURS OF TRAINING AND SUPPORT TO CITY STAFF; AND AUTHORIZING REQUEST FOR SERVICE AUTHORIZATION FORM TO PROVIDE CONVERSION SUPPORT FOR ADDITIONAL DROP UT INTO THE LOGOS DATABASE, FOR A TOTAL NET CHANGE PRICE OF \$36,200.00.

WHEREAS, the City of Lake City, Florida ("City") has entered into a contract (the "Lake City Agreement") with New World Systems corporation, a Michigan corporation, authorized to do business in the State of Florida ("New World"), authorized by City Council Resolution No. 2012-091; and

WHEREAS, the City and New World desire to amend the Lake City Agreement to provide for 250 training and support hours to City staff pursuant to Change Request Form, copy of which is attached hereto as Exhibit "A" and made a part of this resolution ("Change Request");

WHEREAS, the City has determined that it is in need of conversion support for Additional Drop UT into the Logos database pursuant to and in accordance with Request for Service Authorization Form, copy of which is

attached hereto as Exhibit "B" and made a part of this resolution ("Request for Service"); and

WHEREAS, the Change Request and Request for Service will make a total net increase to the Lake City Agreement of \$36,200.00.

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 Change Request and Request for Service and the Mayor is authorized to execute each the Change Request and Request for Service for and on behalf of the City.

PASSED AND ADOPTED at a meeting of the City Council this _____
day of _____, 2015.

Mayor-Councilman

ATTEST:

City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____

HERBERT F. DARBY
City Attorney

Change Request Form

Customer: Lake City, FL	Contract Date: 12/26/2012
Submitted by: Adam Johnson	Date: 1/14/2015
Customer Code: LAK1676	Project Code(s): LAK1676C1201B02

Problem/Concern/Reason for Scope Change:
See below

Description of Change:
ADD



250 Training & Support Hours to C1201B02 = \$35,000.

\$35,000 will be invoice upon execution. Customer will be invoiced for any travel time and expenses as incurred.

All future project milestones will apply.

Special Considerations:
None

Acknowledged and Agreed to by: (New World)

<p>Finance</p> <p>Name/Title: Chuck Twigg - Corporate Controller</p> <p>Date: 1/14/15</p> <p>Signature: </p> <p>CFO Initials:</p>	<p>Operations</p> <p>Name/Title: Andy Breeden – Senior Director, Logos Professional Services</p> <p>Date: 1/14/15</p> <p>Signature: </p>
---	--

Acknowledged and Agreed to by: (Customer)

Name/Title:
Date:
Signature:

APPROVED AS TO FORM AND LEGALITY
By: _____
HERBERT E. DARBY
City Attorney



SOFTWARE MODIFICATIONS / ENHANCEMENTS AT CUSTOMER EXPENSE

Customer Name: Lake City, FL
 Application: Utility Billing
 Release Level: _____
 Date: 12/23/2014

New World
Ref. #

2130019

Scheduling will take place upon receipt of a signed copy of this document.

In response to your request for service we are pleased to offer the following estimate. To begin work on this project, please sign below and return to New World Systems.

Provide conversion support for Additional Drop UT into the Logos database.

Requirements/Assumptions:

General

1. This conversion effort includes data coming from one unique data source, not multiple sources.
2. No data cleansing, consolidation of records, or editing of data will be part of the data conversion effort. Data cleansing, removal of duplicate records, and editing must take place by Customer prior to providing the data to New World.
3. Customer understands that files or tables containing less than 300 records or table entries will not be converted unless mutually agreed upon by both parties.
4. Data and databases will be transferred using the New World ftp site

New World Responsibilities

1. New World will provide the standard conversion record layouts to the Customer
2. New World will convert the available data elements defined in the standard conversion record layouts.
3. New World will provide the Customer up to three deliveries of the converted data. Additional deliveries may require additional conversion costs.
4. As provided in the approved project plan for conversions, New World will schedule a conversion analysis trip if needed and a separate data conversion testing trip to Customer's location. The conversion testing for each application is a billable support trip, using standard Exhibit B hours, which is scheduled in conjunction with the delivery of the converted data to the Customer.
5. Up to seven years of historic data will be converted by New World.

Customer Responsibilities

1. Customer will provide data in standard conversion record layouts as provided by New World.
2. If the Customer cannot provide data in the format defined in New World's standard conversion record layouts then New World will map the data to New World's standard conversion record layout on an hourly billable basis. The Customer must provide complete file and field definitions for New World to map the data.
3. Data will be submitted to New World in EBCDIC, ASCII delimited file, ASCII fixed record /fixed field length file, MS Access, or MS Excel format.
4. Data files submitted must contain an accurate count of records contained in the file.
5. As provided in the project plan for conversions, Customer will provide a dedicated resource in each application area to focus on conversion mapping and testing. This includes dedicating a support person(s) whenever New World staff is on site regarding conversions. Roughly a one to one commitment exists for Customer commitment and New World commitment. Customer understands that thorough and timely testing of the converted data by Customer personnel is a key part of a successful data conversion.
6. Customer agrees to promptly review conversion deliveries and signoff on both the conversion design document, and on the final conversion after the appropriate review. Applying the converted data to the production environment is interpreted as conversion acceptance by New World systems.

The cost for this program includes programming, quality testing, electronic delivery, and set up assistance. This project is considered custom software. Required upgrades to the custom software required by New World release changes, third party vendor changes, or changes in customer requirements are subject to additional software upgrade fees.

Cost, Invoicing & Warranty Information:

The Project Cost below includes all technical work including: design, programming, and up to 0 hours of on-site Project design based on up to 0 trip(s) to your location.
 Travel expenses for this work are estimated at \$0.00.
 Actual travel expenses and any on-site support hours in addition to the amounts above will be invoiced at the actual amounts as provided in Exhibit B of your Software License and Services Agreement.
All payments are due within 30 days of the actual invoice date. Estimate good for 30 days.

COSTS		INVOICING	Invoiced Upon Customer Approval To Proceed	Invoiced Upon Delivery of Software
Project Cost \$	\$1,200.00			
Travel Expenses \$	\$0.00		\$0	\$0
Budgeted Total Cost: \$	\$1,200.00		\$0	\$1,200

New World provides warranty and maintenance on the above modifications / enhancements for 30 days. Please test the software immediately upon delivery.

IMPORTANT: Please return this signed approval form to New World to start this project. Keep a copy for your records.

Customer Liaison Approval:

Signature: _____
 Title: _____

Date: _____
 Phone #: **APPROVED AS TO FORM AND LEGALITY**

Internal Use Only:

Completed By: _____ Date Completed: _____ By: _____

EXHIBIT " B " HERBERT F. DARBY
 City Attorney