

CITY COUNCIL RESOLUTION NO. 2020-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT FOR COST-SHARE ASSISTANCE WITH THE SUWANNEE RIVER WATER MANAGEMENT DISTRICT TO ANALYZE AND PLAN FOR FUTURE WATER SUPPLY NEEDS OF THE CITY OF LAKE CITY OVER A 20 YEAR PERIOD AND SHARING THE COSTS OF THE PLANNING, UP TO \$28,000.00.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) and the Suwannee River Water Management District (hereinafter the “District”) desire to analyze and plan for future water supply needs of the City over a twenty (20) year period and to develop project concepts that will provide water conservation and alternative water supply initiatives; and

WHEREAS, the City and District have reached an agreement concerning analysis and planning of the future water supply needs of the City over a twenty (20) year period and have reduced said agreement to writing in a legally enforceable contract titled *Memorandum of Agreement for Cost-Share Assistance* (hereinafter the “Agreement”), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Agreement provides for the City initially incurring the expenses associated with the analysis and planning of the City’s future water supply needs over a twenty (20) year period, and all said expenses shall be subject to reimbursement by the District as described in the Agreement up to \$28,000.00; and

WHEREAS, the City Council finds it to be in the best interests of the City to enter into the Agreement with the District upon the terms and conditions contained in the 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 adopted and hereby incorporated by reference.

Section 2. The City is hereby authorized to execute and enter into the Agreement.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be

deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to the District to exceed the pricing referenced herein. The Mayor is authorized and directed to execute and deliver the Agreement in the name, and on behalf of the City, with such changes, amendments, modifications, omission, and additions made by the City Manager and City Attorney. Execution by the Mayor and the District shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

PASSED AND ADOPTED by the City Council on the ____ day of October 2020.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

MEMORANDUM OF AGREEMENT
FOR
COST-SHARE PLANNING ASSISTANCE

THIS MEMORANDUM OF AGREEMENT (hereinafter the "AGREEMENT"), by and between the Suwannee River Water Management District, a special taxing district organized under Chapter 373, Florida Statutes, whose address is 9225 CR 49, Live Oak, Florida 32060, (hereinafter the "DISTRICT"), and the **City of Lake City**, a political subdivision of the State of Florida, whose address is **205 North Marion Street, Lake City**, Florida, 32055 (hereinafter the "CITY"), is entered into this _____ day of _____, 2020

WITNESSETH:

WHEREAS, CITY and DISTRICT (collectively the "PARTIES") desire to engage in projects that enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the CITY has identified to the DISTRICT a certain project that the CITY wishes to accomplish which will enhance the DISTRICT's water supply, water quality, flood protection and/or natural systems; and

WHEREAS, the DISTRICT has evaluated such project and agrees that such project would enhance the DISTRICT's water supply, water quality, and/or natural systems; and

WHEREAS, the DISTRICT has funds available and wishes to assist in the funding of such project provided that it is given certain assurances; and

WHEREAS, the CITY requires the financial assistance of the DISTRICT in funding such project; and

WHEREAS, the parties have reached an agreement concerning the above and it is the mutual desire of the PARTIES to commit such agreement to writing and thereby create a legally enforceable contract between the parties.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The CITY has proposed a certain project (hereinafter the "PROJECT") to enhance the DISTRICT's water supply, water quality, and/or natural systems.
3. A description and scope of the PROJECT is attached hereto as Exhibit "A".
4. The DISTRICT has evaluated the PROJECT and finds that the PROJECT is a worthwhile project and believes that the PROJECT will enhance the DISTRICT's water supply, water quality, and/or natural systems. The DISTRICT agrees to assist the CITY in completing the PROJECT by partially funding the cost of the PROJECT.
5. The DISTRICT's funding of the PROJECT, including total estimated cost of the PROJECT and the total funds to be paid by the DISTRICT is shown on Exhibit "B".

6. The DISTRICT’s obligation to fund the PROJECT is contingent on the CITY complying with the conditions set forth in EXHIBIT C FUNDING CONDITIONS AND REIMBURSEMENT SCHEDULE which is attached hereto.
7. Upon the DISTRICT’s payment of funds as set out herein the CITY will be required to complete the PROJECT as provided herein.

MISCELLANEOUS

8. The PARTIES agree that the following persons are the designated Project Managers and are to have direct, primary, and continuing responsibility for the work under this AGREEMENT. The CITY’s Project Manager shall have the authority to interpret this AGREEMENT for the CITY and act to give all approvals for the CITY.

<u>DISTRICT Project Manager</u>	<u>CITY Project Manager</u>
Patrick Webster	Michael Osborn
Chief Professional Engineer	Director of Water Treatment
9225 CR 49	144 SE Ozone Loop
Live Oak, Florida 32060	Lake City, Florida 32025
386.362.1001	386.466.3352
Patrick.Webster@srwmd.org	OsbornM@lcfla.com

9. The CITY shall maintain books, records and documents directly pertinent to performance under this AGREEMENT in accordance with generally accepted accounting principles consistently applied. The DISTRICT, or its authorized representative, shall have access to such records for audit purposes during the term of this AGREEMENT and for three years following completion.
10. The CITY shall secure and obtain all local, regional, state, federal, and any other permits (including permits from the DISTRICT) required for activities listed herein and shall adhere to all permitting requirements.
11. Nothing in this AGREEMENT shall be construed as either limiting or extending the statutory jurisdiction of any of the signatories hereto.
12. The provisions of this AGREEMENT are for the sole and exclusive benefit of the PARTIES, and no provision of this AGREEMENT will be deemed for the benefit of any other person or entity.
13. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not perform WORK as a grantee, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of

- the threshold amount, provided in Section 287.017 F.S. for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. CONTRACTOR warrants that it has not been placed on the convicted vendor list for a public entity crime.
14. Scrutinized Company: Section 287.135, Florida Statutes, states “A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of:
 - a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
 - b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
 1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
 2. Is engaged in business operations in Cuba or Syria.”
 15. **ADA Compliance;** For all electronic/digital deliverables due under this contract the Vendor must ensure that those deliverables and all supporting documents are accessible according to section 282.603, Florida Statutes and Section 508 of the Rehabilitation Act of 1973 relating to the creation and use of electronic documents. This requirement applies to editable formats, such as Microsoft Word, as well as portable document formats (PDF)

IN WITNESS WHEREOF, CITY and DISTRICT have hereto set their hands and seals on the day and year indicated below.

EXECUTED by the CITY on _____, 2020

By: _____

Print Name: Joe Helfenberger

As its City Manager

EXECUTED by the DISTRICT on _____, 2020.

SUWANNEE RIVER WATER
MANAGEMENT DISTRICT

By: _____

Hugh Thomas

As its Executive Director

EXHIBIT A
PROJECT DESCRIPTION AND SCOPE OF WORK

Project Name: Lake City Conservation & Alternative Water Supply 20-Year Plan

Project Description: The intent of the PROJECT is to analyze and plan for future water supply needs for the City of Lake City over a 20-year period. Then develop project concepts will provide water conservation and alternative water supply initiatives which can be used as credits and/or offsets for future water supply needs within the City of Lake City.

The PROJECT agreement involves the mutual approval of utilizing a selected engineering consultant to conduct the necessary engineering analysis, planning, and development of future projects which will supply these potential offsets and/or credits in accordance with the following Scope of Work (TO BE PROVIDED) and Deliverables.

Deliverables:

Specifically, the CITY shall provide:

1. Invitation to District staff to a project kickoff meeting.
2. Project Schedule.
3. Monthly Update Meetings or Progress Reports.
4. Preliminary Report.
5. Invitation to District for a Meeting to discuss Preliminary and Final Reports.
6. All deliverables identified in the Jones Edmunds "Scope of Services" dated October 12, 2020 attached as Exhibit "A 1".
7. Final Report.
8. Provide an electronic copy of the Final Report to the District.

ATTACHMENT A 1

95110-310-20 1 October 2020 City of Lake City AWS Feasibility Analysis

SCOPE OF SERVICES

Alternative Water Supply Feasibility Study

PREPARED FOR: Mike Osborne, CSM, CPM, DW A

Director of Water Treatment
692 SW Saint Margarets Street
Lake City, Florida 32025

DATE: October 12, 2020

SUBJECT: City of Lake City Alternative Water Supply Feasibility Study
Jones Edmunds Opportunity No. 95110-310-20

BACKGROUND

The CLIENT has requested assistance from the CONSULTANT to complete an Alternative Water Supply Feasibility Analysis to support the renewal of their Water Use Permit (WUP). The Suwannee River Water Management District (SRWMD) issued WUP No. 2-023-217754-3 on April 12, 2011. The WUP allows the withdrawal of 4.1906 million gallons per day from the Floridan Aquifer.

The WUP expires December 11, 2023. The City is currently utilizing approximately 80% of their permitted allocation. The City wishes to secure a 20-year permit to ensure enough water supply for economic development anticipated for the City's service area. The City anticipates that they will need an increase in the permitted allocation to meet projected water supply over the 20-year period.

The 2015 adopted Minimum Flow and Level (MFL) for the Lower Santa Fe and Ichetucknee Rivers states that those bodies are in recovery and thus a recovery strategy is in place. Although the MFL is under reevaluation, the current rule allows existing permitted users to maintain their permitted withdrawals with a 5-year permit. However, to qualify for longer permit duration the applicant must demonstrate that their entire impact is offset through return flows or Alternative Water Supply projects. To increase the permitted allocation, the applicant must demonstrate sufficient return flows and AWS projects to offset their existing allocation plus the proposed increase.

This AWS Feasibility Study will include groundwater modeling to determine the City's current and proposed withdrawal impacts to the Lower Santa Fe and Ichetucknee. The study will evaluate potential AWS projects and quantify the offsets to the City's withdrawals.

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SCOPE OF SERVICES

TASK 1 – KICKOFF MEETING AND PROJECT MANAGEMENT

Jones Edmunds will participate in a kickoff meeting with the City and the SRWMD to discuss project goals and available data for use in the analysis. Jones Edmunds will coordinate with the SRWMD and the St. Johns River Water Management District (SJRWMD) to obtain the latest versions of the North Florida (NF) regional groundwater flow model and the North Florida-Southeast Georgia (NFSEG) regional groundwater flow model.

This task also includes project management activities and monthly phone calls with the City and SRWMD to discuss project status and data needs.

DELIVERABLES

- ✦ Electronic copy (PDF) of minutes from the kickoff meeting.

TASK 2 – WATER BALANCE AND WATER DEMAND PROJECTIONS

Jones Edmunds will create a baseline model scenario that does not include withdrawals from the City's wells and will run a second model simulation at the City's current permitted allocation to quantify the City's current permitted impact to the MFLs. We will also estimate current return flows for land application of water withdrawn by the City. Estimated return flows are expected to include the following:

- ✦ City constructed wetland treatment cells.
- ✦ City sprayfields.
- ✦ Reclaimed water application.
- ✦ Estimated irrigation from City supplied water.
- ✦ Estimated septic system flows from City supplied water.

Jones Edmunds will use projected Countywide growth rates from the University of Florida Bureau of Economic and Business Research (BEBR) to estimate population growth within the City's Service Area. Jones Edmunds will also obtain information from the City on potential commercial and residential developments not represented by the BEBR growth projections. Jones Edmunds will use this information to develop projected water demands over the next 20 years.

Jones Edmunds will use the City's monthly water use data and effluent reuse and disposal quantities for the past 5 years to complete a water balance. The water balance will estimate the percentage of the withdrawals returned via effluent disposal, landscape irrigation, and septic system flows.

DELIVERABLES

- ✦ Electronic copy (PDF) of technical memorandum detailing the estimated current return flow percentages.

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TASK 3 – DISTRICT REVIEW MEETING

We will compare the results of the two models and will attend a web meeting with SRWMD and SJRWMD staff to discuss the following:

- ✦ Estimated impacts from the NF and NFSEG models.
- ✦ Model proposed for analysis.
- ✦ Methods and results for estimated return flows.
- ✦ Water bodies of concern and specific model cells and layers for which quantification of impacts are necessary.

DELIVERABLES

- ✦ Electronic copy (PDF) of meeting minutes.

TASK 4 – RETURN FLOW SIMULATIONS

After the meeting with SRWMD and SJRWMD staff, Jones Edmunds will finalize the return flows for the current and proposed City withdrawals. The current and projected return flows will be based on the percentages established in the water balance. We will run model simulations to quantify the offsets to the MFLs for the current permitted allocation and the proposed permitted allocation.

Deliverables

- ✦ Electronic copy (PDF) of technical memorandum detailing the estimated offsets from current and future return flows.

TASK 5 – AWS PROJECT SELECTION AND SIMULATIONS

Jones Edmunds will perform a desktop GIS analysis using the City's current reclaimed water lines, existing City-, County-, or SRWMD-owned property, other significant users, proposed service area expansions, and the resources of concern to select locations of potential AWS or offset projects. The types of projects are expected to include the following:

- ✦ Reclaimed water offsets within the City's capture zone.
- ✦ Agricultural user offsets (including nurseries/sod production).
- ✦ Golf-course offsets.
- ✦ Commercial/Industrial offsets (including fire suppression and cooling flows).
- ✦ Stormwater capture for infiltration via land application or drainage wells.
- ✦ Beneficial recharge of a Recharge Well at the City wetland.
- ✦ Beneficial recharge of other new constructed Wetlands, RIBs, or sprayfields.
- ✦ Existing/Future Wellfield Evaluations – Moving some of the supply wells to another location such as closer to recharge areas or further from the MFLs.
- ✦ Evaluation of Landuse changes – Silviculture and urbanization.
- ✦ Water conservation projects.
- ✦ Identification of large users of potable water for irrigation.

The stormwater capture analysis will use a geospatial flow accumulation model (based on LIDAR digital elevation models) to identify areas with excess stormwater for capture. We will 95110-310-20 4 October 2020 City of Lake City AWS Feasibility Analysis

also evaluate and potentially use existing geospatial data such as NRCS soils Florida Geologic Survey identified recharge areas, to evaluate areas as potential recharge sites. If potential areas for stormwater capture and infiltration are identified as a viable AWS project, the approximate flow accumulation model will be used to estimate the annual average recharge quantity for further evaluation in the groundwater model. Jones Edmunds will attend a meeting with the City and the SRWMD to discuss the potential offsets and project locations. At the meeting Jones Edmunds will present approximately 15 potential AWS projects for consideration. The AWS projects may consider similar concepts at different locations. Information developed for each AWS project will include the approximate project location, acreage, and the proposed water source and quantity. Up to ten model scenarios will be selected at the meeting. Jones Edmunds will use the model to develop simulations for the proposed projects and will evaluate the offset provided by each project.

DELIVERABLES

- ✦ Electronic copy (PDF) of technical memorandum detailing the estimated offsets from potential AWS projects.

ASSUMPTIONS AND EXCLUSIONS

The CONSULTANT assumes the following:

- ✦ The proposed meetings are planned to be web meetings.
- ✦ The City will provide information on planned residential and commercial developments for the water demand projections.
- ✦ SRWMD will confirm the model cells and layers that should be quantified for the analysis.
- ✦ Return flows will be simulated in the groundwater model using the model recharge coefficients or aquifer injection and the NFSEG HSPF files will not be modified for simulations. Evapotranspiration losses will be accounted for either through estimates developed as part of the water balance or using surrogate return flow/recharge coefficients developed from model simulations.
- ✦ The City will provide wellfield withdrawals, reclaimed water use, sprayfield, and wetland inflows on a monthly basis for the past 5 years.
- ✦ The City will provide locations of the City's sewer and water lines and current customer data to identify properties on City water and septic systems.
- ✦ The proposed AWS projects may not offset 100% of the City's withdrawals.
- ✦ The project does not include design and cost estimates of the AWS projects.

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METHOD OF PAYMENT

As consideration for providing the services enumerated in this SCOPE OF SERVICES, the CLIENT shall pay the CONSULTANT on a percent complete basis for a lump sum of \$56,000.00.

Invoices will be submitted monthly. The estimated task fees are as follows: Task

	Fee
Task 1 – Kickoff Meeting and Project Management	\$6,632
Task 2 – Water Balance and Current Allocation Simulations	\$9,900
Task 3 – District Review Meeting	\$1,570
Task 4 – Existing Return Flow Simulations	\$9,934
Task 5 – AWS Project Selection and Simulations	\$27,964
Total	\$56,000

EXHIBIT B
PROJECT COST ESTIMATE AND COST SHARE FUNDING BREAKDOWN

Project Name: Lake City Conservation & Alternative Water Supply 20 Year Plan

Item	SRWMD Funds	Match Funds	Total
Engineering Services	\$28,000	\$28,000	\$56,000
TOTAL PROJECT COSTS	\$28,000	\$28,000	\$56,000

The DISTRICT reimbursable amount is not to exceed \$28,000.00.

The CITY's total match amount is \$28,000.00.

Additionally, the CITY shall provide any and all other costs which could exceed the total District Reimbursable Amount above to complete the project. If the cost of the project is less than the original estimated \$56,000 then the costs will be split evenly between each party.

EXHIBIT C
FUNDING CONDITIONS AND REIMBURSEMENT SCHEDULE

Project Name: Lake City Conservation & Alternative Water Supply 20-Year Plan

COST-SHARE REIMBURSEMENT: Upon completion of the installation of equipment and materials as set out in Exhibit "A", the DISTRICT shall reimburse the CITY the maximum cost-share reimbursement set out in Exhibit "B". Provided, that for the CITY to be entitled to such reimbursement, the CITY shall:

1. Comply with all requirements of this AGREEMENT, including, without limitation, the completion of the Plan within the time provided. Provided that the DISTRICT may, at its sole discretion, grant an extension of time for completion for good cause shown.
2. Invoice the DISTRICT for the amounts due under this AGREEMENT on a quarterly basis or as agreed to by both parties, until project is complete or until DISTRICT's portion of funding has been allocated. Such invoice shall contain copies of all invoices and cancelled checks to vendors showing the amount paid for all materials which are being reimbursed by the DISTRICT and the date of installation of such items. Such invoice must also include the following certification, and the CITY hereby agrees to delegate authority to its Project Manager as identified in this contract, to affirm said certification:

"I hereby certify that costs requested for payment, as represented in this invoice, are for the improvements as specified in the project in accordance with the agreement between the Suwannee River Water Management District and the City of Lake City, No. _____, are allowable, allocable, properly documented, and are in accordance with the approved budget and scope of work."

3. All deliverables must be completed in 1 year from the execution of this AGREEMENT.
4. Upon completion of the project, provide to the DISTRICT a letter certifying that the project deliverables as described in Exhibit "A" have been completed per the approval of the DISTRICT and the CITY.

Reimbursement: All labor, materials and equipment costs shall be initially born by the CITY subject to reimbursement as provided below.

The District shall process reimbursement of the CITY'S expenses upon receipt of detailed invoices. Documentation must include the Reimbursement Form attached (C-1, electronic copy of form in Excel will be emailed to CITY) to the agreement below, deliverables, copies of supporting invoices, purchase orders, and CITYS canceled checks associated with the invoiced items. The District reimbursement shall not exceed the reimbursable amount shown on Exhibit B.

Reimbursement payments shall be processed and payable no later than 45 days after the receipt of the CITY's invoice and information as specified in this AGREEMENT.

ATTACHMENT C-1					
SRWMD RIVER REIMBURSEMENT REQUEST SUMMARY FORM					
Agreement No. :		Request No:		Request Date:	
Cooperator:					
<i>(Name & Mailing Address)</i>					
Cooperator's Project Manager					
Amount(s) Requested:	\$ -	(do not enter data in shaded cells, they will auto fill)			
COST SHARE EXPENDITURES SUMMARY SECTION					
AUTHORIZED TASKS	AMOUNT OF THIS REQUEST	PREVIOUS PAYMENT REQUESTS	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Task 1: Engineering, Design, Permit, Survey				\$ -	\$ -
Task 2: Clearing and grubbing				\$ -	\$ -
Task 3: Control structure	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4: Regrade slopes				\$ -	\$ -
Task 5: Gabion mattress	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 7:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 8:	\$ -	\$ -	\$ -	\$ -	\$ -
Task 9:	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET (ALL TASKS)	\$ -			\$ -	
LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF:	\$ -			\$ -	
TOTAL REMAINING (ALL TASKS)	\$ -			\$ -	
COOPERATOR CERTIFICATION					
Complete COOPERATORS's Certification of Payment Request below:					
<p>"I hereby certify that costs requested for payment, as represented in this invoice, are for the improvements as specified in the project in accordance with the agreement between the Suwannee River Water Management District and the City of Lake City, No. _____, are allowable, allocable, properly documented, and are in accordance with the approved budget and scope of work."</p>					
Signature		Date			
Printed Name					

An electronic file of Exhibit C-1 will be transmitted to the CITY.