

**CITY COUNCIL RESOLUTION NO. 2023-064**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AMENDMENT NUMBER ONE TO AGREEMENT LP12031 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE REIMBURSEMENT OF UP TO \$1,800,000.00 IN COSTS INCURRED IN CONNECTION WITH ENHANCING THE QUALITY OF WATER RECHARGED AT THE ICHETUCKNEE SPRINGS WATER QUALITY IMPROVEMENT PROJECT; PROVIDING FOR AN EXTENSION OF THE AGREEMENT TO DECEMBER 31, 2025; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the “City”) and Florida Department of Environmental Protection, (hereinafter the “Department”), entered into the *Grant Agreement Number LP12031* (hereinafter the “Contract”), authorized by City Council Resolution No. 2019-043; and

**WHEREAS**, the City and the Department desire to modify the Agreement pursuant to the terms and conditions in the *Amendment No. 1 to Agreement No. LP12031 Between Florida Department of Environmental Protection and City of Lake City* (hereinafter the “Amendment”), a copy of which is attached hereto as “Exhibit A”; and

**WHEREAS**, the City Council finds it to be in the best interests of the City to enter into the Amendment.

**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 hereby made a part of this resolution.

**Section 2.** The City is hereby authorized to enter into *Amendment No. 1 to Agreement No. LP12031 Between Florida Department of Environmental Protection and City of Lake City*.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Amendment 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 additional funding or the reimbursement period to be modified from the original terms and conditions provided for in the Amendment. The Mayor is authorized and directed to execute and deliver the Amendment in the name of, 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 the Department shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

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

**PASSED AND ADOPTED** by the City Council on this \_\_\_\_\_ day of June 2023.

**CITY OF LAKE CITY, FLORIDA**

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

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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

By: \_\_\_\_\_  
Thomas J. Kennon, III,  
City Attorney

**AMENDMENT NO. 1  
TO AGREEMENT NO. LP12031  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
CITY OF LAKE CITY**

This Amendment to Agreement No. LP12031 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Lake City (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Ichetucknee Springs Quality and Quantity Enhancement (Project), effective July 22, 2019; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to project delays; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2025. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. Section 6. of the Standard Grant Agreement is hereby revised to change the Department's Grant Manager to the following:

<b>Department's Grant Manager</b>
Name: Cameron Davis
Address: 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000
Phone: 850-245-2930
Email: Cameron.C.Davis@FloridaDEP.gov

3. Section 2.d. of Attachment 1 is deleted and replaced as follows:

This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties.

A formal amendment to this Agreement is required for changes which cause any of the following:

- (1) an increase or decrease in the Agreement funding amount;
- (2) a change in Grantee's match requirements;
- (3) a change in the expiration date of the Agreement; and/or
- (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.

A change order to this Agreement may be used when:

- (1) task timelines within the current authorized Agreement period change;
- (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
- (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
- (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

4. Section 4. of Attachment 2 is hereby revised to the following:

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.
6. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF LAKE CITY

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Secretary or Designee

\_\_\_\_\_  
Print Name and Title

Angela Knecht, Division Director  
\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Cameron Davis, DEP Grant Manager

\_\_\_\_\_  
Michael Barr, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-1	Revised Grant Work Plan

**ATTACHMENT 3-1  
REVISED GRANT WORK PLAN**

**PROJECT TITLE:** Ichetucknee Springs Quality and Quantity Enhancement

**PROJECT LOCATION:** The Project will be located at 3999 SW Sisters Welcome Rd, Lake City, FL 32024, and is located southeast of the City of Lake City in Columbia County; Lat/Long (30.1226, -82.6819).

**PROJECT BACKGROUND:** The City of Lake City (Grantee) previously constructed the Ichetucknee Springs Water Quality Improvement Project treatment wetland to provide additional nitrogen removal and beneficial recharge within the Ichetucknee Springshed. The Project will expand the treatment capacity of the wetland and increase the volume of treated water recharged from the wetland. The combination of additional recharge and water quality improvement will provide benefits to Ichetucknee Springs and help in achieving both the Total Maximum Daily Load and the Minimum Flows and Levels.

**PROJECT DESCRIPTION:** The Grantee will construct gravity flow modifications and a gravity recharge feature (either a drainage well or a modified soil profile cell) at the Grantee's "treatment wetland site". These modifications will allow for consistent flows to the wetland and additional recharge of stormwater and treated effluent to the Floridan Aquifer. The gravity flow components include 24-inch diameter piping modifications to the existing pressure main and changes to or replacement of existing wetland inflow structures to improve flow control and measurement. The second project component is a gravity recharge feature that will allow for drainage of comingled stormwater and treated effluent to the Floridan Aquifer following natural treatment in the existing constructed treatment wetland.

The DEP Grant Funds associated with this Agreement were awarded based on local contributions pledged towards the total project costs of \$50,000 from the City of Lake City. Documentation of these local contributions will be required in the Final Quarterly Progress Report.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated.

**Task 1: Preconstruction Activities**

**Deliverables:** The Grantee will complete the necessary wetland modeling, gravity flow modification design, and design of the gravity recharge feature and obtain all necessary permits for construction of the project.

**Documentation:** The Grantee will submit a signed acceptance of the completed work by the consultant and a summary of design activities to date, indicating the percentage of design completion in the time period covered in the payment request. For the final documentation, Grantee will also submit a copy of the final design(s) and a list of all required permits identifying issue dates and issuing authorities.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

## **Task 2: Bidding and Contractor Selection**

**Deliverables:** The Grantee will work with the selected consultant to prepare a bid package, publish notice to solicit bids, conduct pre-bid meetings, and respond to bid questions, in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the gravity flow modifications and gravity recharge feature. In the event that the Grantee elects to use a design/build (D/B) or construction manager at risk (CMAR) delivery method, the Grantee will work with the selected consultant to prepare the applicable contracting documentation. The Grantee may bid project components separately.

**Documentation:** For each bid, the Grantee will submit: 1) the public notice of advertisement for the bid, 2) access to all inquiries, questions, and comments regarding the bid documents, if applicable, 3) the bid package, 4) written notice of selected contractor(s). For D/B or CMAR deliveries, the Grantee will submit copies of subcontract(s) with the D/B or CMAR contractor(s) and pricing documentation.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

## **Task 3: Project Management**

**Deliverables:** The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractor, and design professionals, and overall project coordination and supervision.

**Documentation:** The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

## **Task 4: Construction**

**Deliverables:** The Grantee will construct gravity flow modifications and a gravity recharge feature in accordance with the construction contract documents.

**Documentation:** The Grantee will submit 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Budget Narrative:** Direct purchase of materials for pipeline modifications by the Grantee will be reimbursed as Miscellaneous/Other Expenses.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Preconstruction Activities	Contractual Services	\$420,000	07/01/2019	06/30/2025
2	Bidding and Contractor Selection	Contractual Services	\$15,000	07/01/2019	06/30/2025
3	Project Management	Contractual Services	\$340,000	07/01/2019	06/30/2025
4	Construction	Contractual Services	\$881,880.52	07/01/2019	06/30/2025
		Miscellaneous/Other Expenses	\$143,119.48		
Total:			\$1,800,000		

Note that, per Section 8.h. of Attachment 1 in the Agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.