

**RESOLUTION NO 2025 - 028**  
**CITY OF LAKE CITY, FLORIDA**

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND COLUMBIA COUNTY, FLORIDA TO OPERATE THE WASTE WATER TREATMENT PLANT LOCATED WITHIN THE NORTH FLORIDA MEGA INDUSTRIAL PARK AND OWNED BY COLUMBIA COUNTY, FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City of Lake City (the "City") operates potable water and wastewater utilities services in Columbia County, Florida; and

WHEREAS, Columbia County, Florida (the "County") owns a wastewater treatment plant (the "WWTP") for which the City is capable of providing management and operational services (the "Services"); and

WHEREAS, the City and the County each desire that the City provide the services to the County pursuant to the terms of the proposed agreement attached as an Exhibit hereto (the "Agreement"); and

WHEREAS, providing the Services by approving the Agreement is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Providing the Services by approving the Agreement is in the public interest and in the interests of the City; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this \_\_\_ day of February, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Noah E Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL  
OF THE CITY OF LAKE CITY, FLORIDA:

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Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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Clay Martin, City Attorney

**INTERLOCAL AGREEMENT RE  
OPERATION OF NORTH FLORIDA MEGA INDUSTRIAL PARK  
WASTEWATER TREATMENT PLANT**

THIS AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Lake City, Florida, a municipality of the State of Florida (the “City”), and Columbia County, Florida, a subdivision of the State of Florida (the “County”). Each of the City and the County may be referred to in this Agreement as a “party” in the singular, and as the “parties” when referring to both of them.

**RECITALS:**

- A. North Florida Mega Industrial Park (“NFMIP”) is a privately owned approximately 2,622-acre industrial supersite park located in the County on US 90, outside of the City.
- B. The City currently provides potable water and wastewater treatment needs of the Lake City Correctional Facility (“LCCF”), a correctional facility located adjacent and contiguous to NFMIP.
- C. The City is currently providing commercial water service to the County’s own Wastewater Treatment Plant (“WWTP”) site under construction within NFMIP, which is the subject of a state appropriation, and which was designed, permitted, and under construction to serve NFMIP.
- D. The County’s contractor for the WWTP needs sufficient wastewater flow to operate the WWTP, in order to complete the plant seeding and accomplish completion of construction and turnover of the WWTP as an operating plant to the County.
- E. The City has available wastewater flow from its service to LCCF to divert to the WWTP for plant seeding and wastewater treatment purposes.
- F. The City wishes to operate the WWTP for the County, and the County wishes the City to operate the WWTP for the County, for a temporary time frame, in accordance with the provisions of this Agreement, as it may be renewed in the future.
- G. The City and County wish to document their understandings regarding the subject matter of this Agreement.

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

**CONSIDERATION:**

NOW, THEREFORE, in consideration of the sum of \$10.00 paid by each party to the other party, the receipt and legal sufficiency of which is hereby expressly acknowledged, and in further consideration of the foregoing premises, the parties hereby agree as follows:

**MATERIAL TERMS AND PROVISIONS:**

1. The foregoing Recitals are true and correct in all material respects and are a material part of this Agreement. Any unperformed or uncompleted provision set forth therein shall be an executory obligation of the party or parties, as the context requires, to be timely performed under this Agreement by such party or parties.
2. The initial term of this Agreement shall commence on signing by the last of the two parties to sign this Agreement and shall terminate on the date that is twenty-four (24) months following the signing date. Thereafter, the term shall renew automatically unless one party gives the other party a 90-day advance written notice of the intended termination of this Agreement.
3. Any information received by the City or the County from Florida Rural Water Association (“FRWA”) regarding preliminary discussions pertaining to the City’s proposed operation of the WWTP for the County shall be circulated and shared between the City and the County.
4. The City shall operate the WWTP for the County during the term of this Agreement and shall supply at least two or more licensed operators to run the WWTP prior to and following activation. During his remaining tenure with the County, Steve Roberts shall continue to sign off as operator and representative of the County pending completion of the WWTP by the contractor and transfer of licenses and permits for operating the WWTP are accomplished with FDEP or other required regulatory agencies. The City shall provide the operator of record for regulatory requirements for the operations of the WWTP during the City’s operation of the WWTP during the term of this Agreement.
5. The City shall continue to provide water service to the County for the WWTP as a regular commercial water customer of the City. However, since that water utility service is pursuant to a separate arrangement which predates this Agreement, that cost will not be included in the overall operations and maintenance cost calculations for the WWTP during the term of this Agreement.

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**NOT FOR  
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6. The City shall divert enough sewage to the WWTP for treatment to get the volumes up to properly operate the WWTP. This includes diverting and treating the sewage currently being piped to the City's own wastewater facilities from the LCCF at the WWTP. That flow is expected to be a minimum of approximately 100,000 GPD and shall be coordinated by the operators with the contractor to successfully accomplish the needed seeding of the WWTP for future continuous usage as designed and constructed. In good faith the City began that flow in advance of the full and final execution and approval of this Agreement between the City and the County, to meet the contractor's timeline for plant seeding for mid-January 2025. The treated effluent from the WWTP shall be discharged through use of a spray field easement for the WWTP. The revenues generated by that sewage treatment shall be assigned to the WWTP for purposes of calculating the cost and net revenue sharing under this Agreement, as described below. The City shall operate the WWTP at its cost and expense, exclusive of the cost of water being separately provided to the County by the City, but inclusive of the cost of the City's assigned operators' labor costs, power and electrical, chemicals and supplies, outside lab testing, equipment maintenance, and permits/intangible costs, including without limitation onsite storage, treatment, and effluent spray field disposal costs.
7. The parties shall determine the impact of leachate on the sludge to be produced by the WWTP to determine if the same may be hauled to the landfill for disposal or if it needs to be handled differently. The WWTP plant therefore shall not accept leachate for 6 months to 1 year after plant activation, as "bugs settle". Notwithstanding any contrary term or provision of this Agreement, the County shall pay for the disposal of the sludge, but that expense of disposal shall be included the quarterly and annual true-up of operational costs for the WWTP. Biosolids sludge removal techniques and options for the WWTP shall be determined by the operators as may be most cost effective for the WWTP. Testing will be required as to the grade of the sludge and determination of further treatment, disposal, and land application methods available. The costs and revenues related to the same shall be included in the quarterly and annual true up calculations for the WWTP.
8. Notwithstanding any contrary term or provision of this Agreement, the County, at the County's sole cost and expense, shall be responsible for the spray field startup costs, operational repairs and replacements, and operating costs for the spray field, which are expected when the spray field, which was previously installed and completed, is turned on, pressurized, and operated on a regular

basis in connection with the operation of the WWTP. The County shall remain directly and solely liable to Weyerhaeuser for damages under the final recorded Temporary Spray Field Easement Agreement for the WWTP. However, these are costs associated with the operation of the WWTP and shall be included in the quarterly and annual true up calculations to get a true picture of the actual cost of running the WWTP.

9. Commencing after the first six months of operation, but not expected to be later than the twelfth month follow commencement of operations of the WWTP, the WWTP shall accept leachate from the County landfill for treatment at the WWTP, to be charged at the rate of \$.08/gallon. The City operator shall determine an appropriate protocol and rates, fees, and charges to be imposed on treatment for septic tank haulers, RV, and marine sewage, wastewater, black water, and greywater pump out for treatment at the WWTP.
10. Except as otherwise provided, the City would initially bear all such operations and maintenance costs of the WWTP, unless the same are being invoiced directly to the County, in which case the County shall provide the City necessary information for including those invoiced costs into the cost sharing calculation (e.g., accounting, staffing, insurance, and/or permitting costs). The wastewater treatment revenues generated by each of the above City and County users of the WWTP shall be prorated by the month, with expenses to be shared by the City and the County on that basis, as determined on a month-to-month basis. There shall be monthly reports for review and discussion purposes, and the City shall invoice the County quarterly and annually for the County's pro rata share of the operating and maintenance costs of NFMIP WWTP for the preceding quarter, based on the treatment revenues generated by the City versus that generated by the County for NFWUA WWTP for that period.
11. The City and County shall share pro rata in any net revenue or net loss generated by the WWTP, as determined on a monthly basis, for each fiscal year or partial fiscal year during the term of this Agreement. The quarterly and annual true up of revenues and costs shall be conducted by an independent CPA/Auditor for that purpose.
12. Final methodology and formulae for that true up shall be based upon the recommendation of the selected CPA/Auditor, with input from the City and County and that cost shall be included in the cost of the WWTP.

13. Expenses incurred in the quarterly and annual true up would not include the County's property, liability, and casualty insurance coverage for the WWTP, nor the City's liability insurance coverage as operator of the WWTP. Each of the County and City would maintain insurance as desired for their own purposes and at their own respective sole cost and expense. For the final quarter of each fiscal year, there would be an annual true up of any pending expense or revenue items for NFWUA WWTP.
14. It is possible that rates charged for treatment, or the quantity of sewage accepted for treatment, will need to be adjusted to make this arrangement work. The City and County will work together in good faith with transparency to try to make this arrangement work for both the City and the County during the term of the agreement.
15. Each of the parties agree to cooperate with the other party in completing the operational arrangements for the WWTP contemplated by this Agreement, fully identifying and describing all matters required to complete and document the operation of the WWTP by the City for the County as contemplated by this Agreement, and diligently pursuing any and all governmental approvals required for entry into and performance of each such party's obligations under this Agreement and the operation of the WWTP.
16. Notices may be sent to the other party using the published notice address for the County Manager, as to the County, or to the City Manager, as to the City, or such other notice addresses as may be specified in writing by either party to the other party.
17. This is the sole agreement between the parties relating to the subject matter of this Agreement, and any prior communications, negotiations, and/or oral understandings are merged into this Agreement. This Agreement may only be amended or modified by the written agreement of the parties.
18. The failure to declare a breach of, or failure of performance under, this Agreement shall not constitute a waiver of that breach or failure of performance.
19. The waiver of a breach or failure of performance under this Agreement shall not constitute the waiver of any other breach or failure of performance under this Agreement.
20. The duty of good faith and fair dealing applies in all respects to this Agreement and the performance of the parties under this Agreement.

21. In the event that any portion of this Agreement is held to be unenforceable, then the remaining portions of this Agreement shall be enforceable to the greatest extent allowed by law or equity.
22. Each party to this Agreement is subject to and benefited by the statutory waiver of sovereign immunity as set forth in s. 768.28, Florida Statutes, as the same may be amended. Nothing in this Agreement shall waive any such application or protections provided to either party, if such liability is based on a tort claim.
23. The parties agree to resolve any differences or disputes arising under this Agreement by informal mediation, prior to resorting to judicial remedies and the institution of legal proceedings against the other party. In the event of a material, uncured breach or failure of performance under this Agreement, the non-breaching party shall be entitled to contractual remedies, including specific performance. Venue for any such judicial proceeding shall lie exclusively in the state courts in Columbia County, Florida, and Florida law shall govern and control.
24. This Agreement shall be binding on and inure to the benefit of the successors and/or assigns of the parties.
25. This Agreement shall be filed with the Clerk of the Circuit Court in and for Columbia County, Florida, for purposes of compliance with s. 163.01, Florida Statutes.

[Signatures Begin Next Page]

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**



DULY EXECUTED BY AND ON BEHALF OF THE CITY OF LAKE CITY, FLORIDA, a municipality,  
on the date first set forth above.

THE CITY OF LAKE CITY, FLORIDA

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

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

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

Attest: \_\_\_\_\_

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

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

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

[Affix Official Seal]

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization this day of \_\_\_\_\_, **2025**, by \_\_\_\_\_, as  
\_\_\_\_\_ on behalf of THE CITY OF LAKE CITY, FLORIDA, a municipality, who is  
personally known to me.

\_\_\_\_\_

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

Notary Public

State of Florida at Large

My Commission Expires:

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**

DULY EXECUTED BY AND ON BEHALF OF COLUMBIA COUNTY, FLORIDA, a subdivision of the STATE OF FLORIDA, on the date first set forth above.

COLUMBIA COUNTY, FLORIDA

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

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

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

Attest: \_\_\_\_\_

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

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

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

[Affix Official Seal]

STATE OF FLORIDA

COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this day of \_\_\_\_\_, **2025**, by \_\_\_\_\_, as \_\_\_\_\_ on behalf of COLUMBIA COUNTY, FLORIDA, a subdivision of the STATE OF FLORIDA, who is personally known to me.

\_\_\_\_\_

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

Notary Public

State of Florida at Large

My Commission Expires:

**EXHIBIT TO  
RESOLUTION**

**NOT FOR  
EXECUTION**