

CITY COUNCIL RESOLUTION NO. 2023-053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE SECOND AMENDMENT TO THE AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; PROVIDING FOR PUBLIC ACCESS REUSE AND CHLORINE CONTACT CHAMBER UPGRADES; PROVIDING FOR AN EXTENSION TO THE AGREEMENT DEADLINE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 10, 2021, the City of Lake City, Florida (hereinafter the “City”) and the State of Florida, Department of Environmental Protection (hereinafter “FDEP”), entered into a *State of Florida Department of Environmental Protection Standard Grant Agreement LPR0016* (hereinafter the “Agreement”) pursuant to City Council Resolution No. 2021-033; and

WHEREAS, on February 7, 2022, the City and FDEP entered into *Amendment No. 1 to Agreement No. LPR0016 Between Florida Department of Environmental Protection and City of Lake City* pursuant to City Council Resolution No. 2022-015, extending the Agreement to May 31, 2023; and

WHEREAS, the City has determined an extension of the Agreement is necessary due to unexpected delays in the Project; and

WHEREAS, the City administration and FDEP have determined that a second amendment to the Agreement that affords an extension of the Agreement deadline to a new expiration date of April 30, 2025, is necessary; and

WHEREAS, the City Council finds it to be in the best interests of the City to amend the Agreement by executing the *Amendment No. 2 to Agreement No. LPR0016 Between Florida Department of Environmental Protection and City of Lake City* (hereinafter the “Amendment Two”), a copy of which is attached hereto.

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 Mayor and city administration are hereby authorized to execute and enter into Amendment Two to the Agreement.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Amendment Two 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 Amendment Two 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 FDEP shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

Section 4. This resolution shall take effect immediately.

PASSED AND ADOPTED by the City Council on this _____ day of May 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. 2
TO AGREEMENT NO. LPR0016
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF LAKE CITY**

This Amendment to Agreement No. LPR0016 (Agreement), as previously amended, 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 Lake City Public Access Reuse/Chlorine Contact Chamber Upgrades (Project), effective March 10, 2021; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to unexpected delays in the Project; 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 April 30, 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. Attachment 3-1, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, 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 3-2, Revised Grant Work Plan.
3. 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.

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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

Stephen M. Witt, Mayor
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Sarah Louissaint, DEP Grant Manager

Gabby VegaMolnar, 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	3-2	Revised Grant Work Plan

ATTACHMENT 3-2 REVISED GRANT WORK PLAN

PROJECT TITLE: Lake City Public Access Reuse/Chlorine Contact Chamber Upgrades

PROJECT LOCATION: The Project will be located in the City of Lake City within Columbia County; Lat/Long (30.131, -82.682). See Figure 1 for a site map.

PROJECT BACKGROUND: The City of Lake City's (Grantee) public access reuse (PAR) system is currently offline. The PAR system was designed with the chlorine contact chamber (CCC) within the 1.5 million-gallon reclaimed water storage tank. However, the Grantee's Utility Department only runs one shift of workers per day and cannot run the PAR system without staff present. When the PAR system is offline for 16 hours the chlorine residuals drop too low and, due to the specific design of the system, the entire storage tank must be emptied and refilled to re-chlorinate the reclaimed water.

PROJECT DESCRIPTION: This project will move the CCC from within the storage tank to its own free-standing unit, allowing for recirculation and quicker re-chlorination of reclaimed water to provide consistent availability to the Grantee's customers, and to add remote monitoring software to the PAR system so it can be monitored and produce reclaimed water 24 hours a day, 7 days a week.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, 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 PAR system CCC upgrades and installation of the remote monitoring system.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been 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 following the conclusion of the task.

Task 2: Project Management

Deliverables: The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractor(s) 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 have been 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: Construction

Deliverables: The Grantee will construct the PAR system CCC upgrades and install a remote monitoring system in accordance with the construction contract documents.

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

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been 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.

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	Grant Amount	Task Start Date	Task End Date
1	Bidding and Contractor Selection	Contractual Services	\$10,000	11/20/2020	11/30/2024
2	Project Management	Contractual Services	\$40,000	11/20/2020	11/30/2024
3	Construction	Contractual Services	\$950,000	11/20/2020	11/30/2024
Total:			\$1,000,000		

Note that, per Section 8.h. of Attachment 1, 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.

Figure 1: Location Map

