

CITY COUNCIL RESOLUTION NO. 2023-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT THREE WITH PASSERO ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES; PROVIDING FOR THE COMPLIANCE ASSISTANCE FOR CURRENT NOTICE OF VIOLATIONS, RENEWAL OF THE EXPIRED MULTI-SECTOR GENERIC PERMIT (MSGP), AND PROVIDING SITE INSPECTIONS FOR PERMIT CONDITION COMPLIANCE FOR CALENDAR YEAR 2023 AT THE LAKE CITY GATEWAY AIRPORT; PROVIDING FOR A TOTAL COST NOT-TO-EXCEED \$9,860.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") has heretofore entered into a Continuing Contract (hereinafter the "Agreement") with Passero Associates, LLC (hereinafter "Passero" or "Consultants"), authorized by City Council Resolution No. 2022-091 for Professional Consulting Services with the Lake City Gateway Airport (hereinafter the "Project"); and

WHEREAS, the Continuing Contract provides that Passero shall perform services to the City only when requested and authorized in writing by the City and that each request for services shall be for a specific project and be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City desires to enter into Task Assignment Three to its Continuing Contract with Passero for services related to the compliance assistance for current notice of violations, renewal of the expired multi-sector generic permit (MSGP), and providing site inspections for permit condition compliance for calendar year 2023 at the Lake City Gateway Airport for a total cost not to exceed nine thousand, eight hundred and sixty dollars and zero cents (\$9,860.00), in accordance with the terms and conditions of Task Assignment Three, a copy of which is attached hereto as "Exhibit A" and made a part of this resolution ("Task Assignment Three"), and the Continuing Contract.

WHEREAS, the City Council has determined that it is in the best interests of its citizens to enter into Task Assignment Three.

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 Three with Passero Associates, LLC, for the additional services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Three 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 Three 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, if any. Execution by the Mayor and Passero shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

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

PASSED AND ADOPTED at a meeting of the City Council this ____ day of March 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

**TASK ASSIGNMENT THREE TO THE CONTINUING CONTRACT
BETWEEN THE CITY OF LAKE CITY, FLORIDA AND PASSERO
ASSOCIATES, LLC, FOR PROFESSIONAL SERVICES RELATED
TO THE COMPLIANCE ASSISTANCE FOR CURRENT NOTICE OF
VIOLATIONS, RENEWAL OF THE EXPIRED MULTI-SECTOR
GENERIC PERMIT (MSGP), AND PROVIDING SITE INSPECTIONS
FOR PERMIT CONDITION COMPLIANCE FOR CALENDAR YEAR
2023 AT THE LAKE CITY GATEWAY AIRPORT**

THIS TASK ASSIGNMENT THREE is made and entered into this ____ day of _____ 2023, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and PASSERO ASSOCIATES, LLC, a Florida limited liability company, having a mailing address of 13453 North Main Street, Suite 106, Jacksonville, Florida 32218 (herein referred to as "Consultant")

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract dated August 22, 2022, for professional consulting services as authorized by City Council Resolution No. 2022-091 (the "Continuing Contract").

B. The Continuing 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 additional assistance related to the compliance assistance for the current notice of violations from the Natural Pollution Discharge Elimination System (NPDES) Stormwater Inspection, renewal of the expired Multi-Sector Generic Permit (MSGP), and providing site inspections for permit condition compliance for calendar year 2023, and desires to enter into this Task Assignment Three with Consultant for related services pursuant to the terms and conditions included herein and the Consultant's *Supplemental Agreement 23-27 NPDES Monitoring for 2023 Lake City Gateway Airport, Lake City, Florida* (hereinafter "Supplemental Agreement 23-27"), a copy of which is attached as "Exhibit A".

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 Task Assignment Three.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the services and work as set forth in Exhibit A attached hereto.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fixed fee for services rendered, each of which are specified within Exhibit A, at a total projected cost not to exceed nine thousand, eight hundred and sixty dollars and zero cents (\$9,860.00).

4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, obligations, and requirements of the Continuing Contract are incorporated in and made a part of this Task Assignment and shall be binding on, and complied with by, Consultant. Should any conflict arise between the terms and conditions set forth herein and the Continuing Contract, the terms and conditions of the Continuing Contract shall be controlling. Should any conflict arise between the terms and conditions set forth in the attached exhibit with either the Continuing Contract or this Task Assignment, the conflicts shall be construed in favor of the Continuing Contract first and then, if applicable, this Task Assignment.

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

6. **ENTIRE AGREEMENT**. This Task Assignment Three and the Continuing Contract constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any term or condition of Exhibit A be found to conflict with a term or condition of either this Task Assignment or the Continuing Contract the term or condition of either this Task Assignment or the Continuing Contract shall prevail and be binding. This Task

Assignment Three may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

8. **Execution in Counterparts and Authority to Sign**. This Task Assignment, any amendments, or change orders related to the Task Assignment, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Task Assignment warrants that he or she is duly authorized to do so and to bind the respective party to the Task Assignment.

[Remainder of this page left blank intentionally. Signature page to follow.]

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

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

ATTEST:

PASSERO ASSOCIATES, LLC

By: _____
Angela Witt,
Contracts Administrator

By: _____
Bradley Wente
Vice President

Supplemental Agreement 23-27
NPDES Monitoring for 2023
Lake City Gateway Airport, Lake City, Florida

PASSERO ASSOCIATES, LLC (PA or "Consultant") agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement and the Contract for Professional Airport Engineering Services, dated August 22, 2022, with the of City of Lake City (City or "Client"), all of which terms and conditions are incorporated herein by reference:

Project Location: Lake City Gateway Airport, 3524 East US Highway 90, Lake City, Florida, 32055

Project Description: Provide compliance assistance to the Airport to close out the current notice of violations (letter dated January 20, 2023), renewal of the expired MSGP, and providing site inspections for permit condition compliance for calendar year 2023.

Scope of Basic Services: Professional Civil Engineering Services, Permitting, and Monitoring (Attachment A-1: Scope of Work).

Scope of Special Services: None

City Manager: Mr. Paul Dyal

City Project Coordinator: Mr. Dee Johnson, Interim Assistant City Manager

PA Program Manager: Mr. Bradley Wenthe, PE

PA Project Manager: Ms. Leona Lewis, PE

Basic Services Compensation: Not-to-Exceed: \$ 9,860.00

Special Services Compensation: NA

Total Project Cost (See Attachment A-1: Schedule B): Not-to-Exceed: \$ 9,860.00

Schedule: See Attachment A-1

Meetings: Site Compliance Evaluation visit and four (4) Quarterly Visual Monitoring visits.

Deliverables: Per Section II, Basic Services.

"Client" - City of Lake City

By: _____

Stephen M. Witt, Mayor
Typed Name, (Title)

ATTEST:

BY: _____

Name, (Title)

Date: _____

"Consultant" – Passero Associates, LLC

By: _____

Bradley Wenthe, Vice President
Typed Name, (Title)

ATTEST:

BY: _____

Angela Witt, Grant and Contracts
Name, (Title)

Date: _____

Attachment A-1: NPDES Monitoring and Associates Work
Lake City Gateway Airport, Lake City, Florida

I. Project Description

Provide compliance assistance to the Airport to close out the current notice of violations (letter dated January 20, 2023), renewal of the expired MSGP, and provide site inspections for permit condition compliance.

II. Basic Services

Passero Associates, LLC (Consultant) will provide the following basic services to assist the City of Lake City (City) in achieving compliance with NPDES requirements in response to the warning letter issued by FDEP on January 20, 2023:

A. Update the expired MSGP.

The previous MSGP expired on December 17, 2016. Passero will update/re-permit the facility through the NPDES program.

B. Develop a SWPPP for the Airport and provide to NPDES.

Develop a SWPPP in compliance with NPDES criteria. Submit SWPPP to regulatory agencies for review and provide copies to the Airport for future inspections.

C. Perform the Annual Comprehensive Site Compliance Evaluation Inspection (ACSCE).

Perform inspection per NDES MSGP requirements.

D. Perform Quarterly Visual Monitoring (QVM) Inspection.

Perform inspection per NDES MSGP requirements.

E. Provide Follow-up Inspection Documentation and FDEP coordination.

Submit follow-up documentation and coordinate with regulatory agency as needed to maintain compliance with permit conditions.

III. Exclusions

The following items are not included in this Work Order, but are anticipated to be included in a future authorization:

- ◇ Analytical Testing.
- ◇ Fees associated with permit submission or violations.

End of Scope of Services