

# RESOLUTION NO 2024 - 052

## CITY OF LAKE CITY, FLORIDA

**A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AMENDMENT NO. 2 TO AGREEMENT NO. WG057 BETWEEN THE CITY AND STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR AN EXTENSION OF TIME FOR COMPLETING SR47/I-75 WASTEWATER IMPROVEMENTS AND AN EXTENSION THEREOF TO THE CASEY JONES RV PARK; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING AMENDMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AMENDMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, effective March 3, 2022 the City of Lake City ("City") adopted the terms of that certain Grant Agreement No. WG057 (the "Grant Agreement") between the City and the State of Florida Department of Environmental Protection (the "Agency"); and

WHEREAS, the Grant Agreement awarded certain funds to the City in furtherance of completing the wastewater improvements at the SR 47/I-75 interchange to provide a wastewater connection to the Casey Jones RV Park (the "Project") in the City; and

WHEREAS, additional time is required to complete the Project; and

WHEREAS, the Agency is willing to provide additional time to the City pursuant to that certain Amendment No. 2 to the Agreement No. WG057 (the "Amendment") in the form of the Exhibit hereto; and

WHEREAS, completing the Project by approving the Amendment 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. Approving the Amendment to extend the contract completion date for the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Amendment 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 Amendment; 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 Amendment; 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 July, 2024.

BY THE MAYOR OF THE CITY OF LAKE CITY,  
FLORIDA

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Stephen M. Witt, 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

**AMENDMENT NO. 2  
TO AGREEMENT NO. WG057  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
CITY OF LAKE CITY**

This Amendment to Agreement No. WG057 (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 SR 47/I-75 Wastewater Improvements Project and RV Park Extension (Project), effective March 3, 2022; and,

WHEREAS, the Grantee has requested a revision in the scope of work and a budget reallocation for the Project; and,

WHEREAS, the Grantee has requested to add a new task to the Grant Work Plan; and,

WHEREAS, the Grantee has requested an extension of the Agreement due to delays in design and surveying; 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, 2026. 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 the following:

<b>Department's Grant Manager</b>	
Name:	Cameron McMahan
Address:	Division of Water Restoration Assistance 3900 Commonwealth Blvd. Tallahassee, FL 32399
Phone:	850-245-2944
Email:	Cameron.McMahan@FloridaDEP.gov

3. Section 8. of the Standard Grant Agreement is hereby revised to the following:

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	SLFRP0125	
Unique Entity Identifier (UEI):	MYB6D4DLBJD9	
Federal Award Date to Department:	03/11/2021	
Federal Award Project Description:		
Total Federal Funds Obligated by this Agreement:	\$475,000	
Federal Awarding Agency:	Department of the Treasury	
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	

4. The following is hereby added to Attachment 1 in Section 8:

State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

5. Attachment 3-1, 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 3-1 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.

6. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.

7. 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: \_\_\_\_\_

\_\_\_\_\_  
Cameron McMahan, DEP Grant Manager

\_\_\_\_\_  
Mitch Holmes, 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
Exhibit	A-1	Progress Report Form

**ATTACHMENT 3-2  
REVISED GRANT WORK PLAN**

**PROJECT TITLE:** SR47/I-75 Wastewater Improvements Project RV Park Extension

**PROJECT LOCATION:** The Project will be located in the City of Lake City within Columbia County; Lat/Long (30.1168, -82.6601).

**PROJECT BACKGROUND:** The SR 47/I-75 interchange is within 100 feet of Cannon Creek. Cannon Creek Sink has a direct connection to Ichetucknee Springs and what overflows the sink travels to Rose Creek Sink, which has been dye trace studied to reach Ichetucknee Springs in 2-3 days. The Ichetucknee Spring is identified in the Santa Fe River Basin Management Action Plan (BMAP) as impaired for the nitrate form of nitrogen. This project will decommission the existing septic systems within the City of Lake City (Grantee) and convert the RV Park to central sewer, which will reduce nitrogen loading to the environment and benefit the BMAP.

**PROJECT DESCRIPTION:** The Grantee will complete the SR 47/I-75 Wastewater Improvements Project RV Park Extension to connect the Casey Jones RV Park to the City's centralized wastewater collection system. This project will abandon existing septic tanks in the area, install low-pressure and gravity sewer mains, manholes, and approximately six grinder pump stations with associated piping.

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

**Task 1: Preconstruction Activities**

**Deliverables:** The Grantee will complete the design of a combined low-pressure and gravity wastewater collection system at the Casey Jones RV Park and obtain all necessary permits for construction of the project. The Grantee will also prepare a boundary and topographic survey.

**Documentation:** The Grantee will submit: 1) a boundary and topographic survey; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task 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 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 2: 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 combined low-pressure and gravity wastewater collection system at the Casey Jones RV Park and to complete abandonment of the existing septic tanks.

**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 3: Construction**

**Deliverables:** The Grantee will construct a combined low-pressure and gravity wastewater collection system, manholes, and grinder pump stations with associated piping at the Casey Jones RV Park in accordance with the construction contract documents. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions, lift stations, any parcels connected to sewer, and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

**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. For the final documentation, the Grantee will also submit: 4) An email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

**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 4: Connection to Central Sewer**

**Deliverables:** The Grantee will properly abandon approximately 18 septic systems and connect the Casey Jones RV Park to a central sanitary sewer system for wastewater treatment by the City of Lake City's Kicklighter Water Reclamation Facility.

**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; 2) a list of addresses and types of the properties connected; and 3) proof of connection for each property, as evidenced by copies of invoices for the connections by a licensed plumber, utility contractor, or building contractor.

**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 5: Project Management**

**Deliverables:** The Grantee will perform project management, to include 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.

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**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.

Grant funding is, in part or whole, Federal American Rescue Plan Act (State and Local Fiscal Recovery Funds) funding from the United States Department of the Treasury. A final payment request for any Federal American Rescue Plan Act funding in this Agreement shall be submitted to the Department no later than September 30, 2026 to ensure the availability of funds and adequate time to process reimbursements. If the Agreement or Task End Date were to be extended at any time, this payment request deadline shall still apply.

The Federal funding under this agreement shall be reimbursed prior to the State funding. Federal funds must be fully expended and reimbursed to Grantee no later than December 31, 2026. The funds will no longer be available after that date.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Grant Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	Preconstruction Activities	Contractual Services	\$49,100.00	07/01/2021	8/31/2024
2	Bidding and Contractor Selection	Contractual Services	\$10,000	07/01/2021	11/30/2024
3	Construction	Contractual Services	\$375,000	07/01/2021	10/31/2025
4	Connection to Central Sewer	Contractual Services	\$36,000	07/01/2021	10/31/2025
5	Project Management	Contractual Services	\$4,900.00	07/01/2021	10/31/2025
Total:			\$475,000		

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.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A  
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

Exhibit