

6:30 P.M.            Airport Advisory Committee Meeting

6:45 P.M.            Community Redevelopment Agency Meeting

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**AGENDA**  
**CITY OF LAKE CITY**  
**City Council Regular Session**  
**March 7, 2016**  
**7:00 P.M. at City Hall**

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**PLEDGE OF ALLEGIANCE**

**INVOCATION** - Mayor Stephen Witt

1.    **ROLL CALL**

2.    **PROCLAMATIONS**

None

3.    **MINUTES**

A.    Regular Session-February 16, 2016

4.    **APPROVAL OF AGENDA**

5.    **APPROVAL OF CONSENT AGENDA**

None

6.    **PRESENTATIONS**

None

7.    **PERSONS WISHING TO ADDRESS COUNCIL**

8.    **PERSONS WISHING TO APPEAR THAT ARE NOT ON THE AGENDA**

9.    **OLD BUSINESS**

None

**10. NEW BUSINESS**

A. RESOLUTIONS:

1. City Council Resolution No. 2016-009, if adopted, will authorize the City to enter into Task Assignment Number Ten under City's Basic Contract for Professional Consulting Services with Passero Associates, LLC, for professional civil engineering design services, permit review and determination and grants administration relating to Taxiway "B" pavement and lighting rehabilitation (design phase) at the Lake City Gateway Airport at a cost not to exceed \$325,000.00.

*Note: This item was presented at the Airport Advisory Committee Meeting on March 7, 2016.*

2. City Council Resolution No. 2016-010, if adopted, will authorize the City to enter into an Interlocal Agreement on Fire Hydrants with Columbia County, Florida.

**11. DEPARTMENTAL ADMINISTRATION**

None

**12. COMMENTS BY COUNCIL MEMBERS**

**13. ADJOURNMENT**

The City Council in and for the citizens of the City of Lake City, Florida, met in Regular Session, on February 16, 2016 beginning at 7:00 P.M., in the City Council Chambers, located at City Hall 205 North Marion Avenue, Lake City, Florida.

PLEDGE OF ALLEGIANCE

INVOCATION - Council Member Eugene Jefferson

1. ROLL CALL

Mayor/Councilman	Stephen M. Witt
Vice Mayor/Council Member	Zack Paulk
City Council	Eugene Jefferson
	Melinda Moses
	George Ward-Absent
Acting City Attorney	Bonnie Green
City Manager	Wendell Johnson
Sergeant-at-Arms	Chief Gilmore
Deputy City Clerk	Katy McCrary

2. PROCLAMATIONS

A. Through With Chew Week-February 14-20, 2016  
Mayor Witt presented Lake City Middle School SWAT (Students Working Against Tobacco) organization members with a Proclamation declaring February 14-20, 2016 as "Through With Chew Week".

SWAT members Ora Daar and Nolan Williams spoke to Council regarding the dangers of smokeless tobacco.

3. MINUTES

A. Regular Session-January 19, 2016  
B. Regular Session-February 1, 2016  
**Mr. Jefferson made a motion to approve the minutes of the January 19, 2016 and February 1, 2016 Regular Session meeting as presented. Ms. Moses seconded the motion and the motion carried unanimously on a voice vote.**

4. APPROVAL OF AGENDA

**Ms. Moses made a motion to approve the agenda as presented. Mr. Jefferson seconded the motion. The motion carried unanimously on a voice vote.**

5. APPROVAL OF CONSENT AGENDA

A. Approval of revised items to be purchased by the Lake City Police Department from the Edward Byrne Memorial Justice Assistance Grant FY 2015 in the amount of \$54,539.00, Grant Application No. 2016-JAGC-2831.

- B. Approval to award Bid No. ITB-005-2016 for Aviation Fuels Annual Contract to Eastern Aviation Fuels, Inc., the lowest bidder.
- C. Approval to award Bid No. ITB-007-2016 for Concrete & Associated Products to Columbia Ready Mix Concrete, Inc., the lowest bidder.
- D. Approval to install fencing at the Public Works Facility for a cost of \$17,691.00.

**Ms. Moses made a motion to approve the consent agenda consisting of items "A", "B", "C", and "D" identified above. Mr. Paulk seconded the motion. The motion carried unanimously on a voice vote.**

6. PRESENTATIONS  
None

7. PERSONS WISHING TO ADDRESS COUNCIL  
None

8. PERSONS WISHING TO APPEAR THAT ARE NOT ON THE AGENDA  
None

9. OLD BUSINESS  
None

10. NEW BUSINESS

A. RESOLUTIONS:

1. City Council Resolution No. 2016-007, if adopted, will authorize the City to enter into Lease Amendment with Med-Trans Corporation, leasing property located at the Lake City Gateway Airport consisting of the vacant former airport terminal building and adjacent property and authorizing execution of the lease. **Mr. Paulk made a motion to adopt City Council Resolution No. 2016-007 authorizing the City to enter into Lease Amendment with Med-Trans Corporation, leasing property located at the Lake City Gateway Airport consisting of the vacant former airport terminal building and adjacent property and authorizing execution of the lease. Ms. Moses seconded the motion. A roll call vote was taken and the motion passed.**

<b>Mr. Paulk</b>	<b>Aye</b>
<b>Ms. Moses</b>	<b>Aye</b>
<b>Mr. Jefferson</b>	<b>Aye</b>
<b>Mayor Witt</b>	<b>Aye</b>

2. City Council Resolution No. 2016-008, if adopted, will authorize the City to enter into Amendment Number One to the Agreement effective October 1, 2014, between the City and Local No. 2288 International Association of Firefighters regarding additional incentive pays under Article 14 of the Agreement. **Ms. Moses made a motion to adopt City Council**

Resolution No. 2016-008 authorizing the City to enter into Amendment Number One to the Agreement effective October 1, 2014, between the City and Local No. 2288 International Association of Firefighters regarding additional incentive pays under Article 14 of the Agreement. Mr. Jefferson seconded the motion. A roll call vote was taken and the motion passed.

Ms. Moses	Aye
Mr. Jefferson	Aye
Mr. Paulk	Aye
Mayor Witt	Aye

11. DEPARTMENTAL ADMINISTRATION

Mr. Johnson stated the annual Olustee Festival was a success. He commended all City employees who assisted with the Olustee Festival for their hard work.

12. COMMENTS BY COUNCIL MEMBERS

Mayor Witt reminded members the Amtrak Train will be making its test run this week and a reception will be held at the Train Depot when the train arrives in Lake City on Friday.

14. ADJOURNMENT

**All matters having been handled, the meeting adjourned at 7:24 p.m. on a motion made and duly seconded.**

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Stephen M. Witt, Mayor/Council Member

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Katy McCrary, Deputy City Clerk

**CITY COUNCIL RESOLUTION NO. 2016-009**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY OF LAKE CITY, FLORIDA ("CITY"), TO ENTER INTO TASK ASSIGNMENT NUMBER TEN UNDER CITY'S BASIC CONTRACT FOR PROFESSIONAL CONSULTING SERVICES WITH PASSERO ASSOCIATES, L.L.C. ("CONSULTANT"), AUTHORIZED BY CITY RESOLUTION NO. 2012-058, FOR PROFESSIONAL CIVIL ENGINEERING DESIGN SERVICES, PERMIT REVIEW AND DETERMINATION AND GRANTS ADMINISTRATION RELATING TO TAXIWAY B. PAVEMENT AND LIGHTING REHABILITATION (DESIGN PHASE) LOCATED AT THE LAKE CITY GATEWAY AIRPORT AT A COST NOT TO EXCEED \$325,000.00.**

**WHEREAS**, the City of Lake City, Florida ("City") entered into a Basic Contract (the "Basic Contract") with Passero Associates, L.L.C. ("Consultant") authorized by Resolution No. 2012-058 for professional services with respect to certain studies, planning, design and construction of improvements at the Lake City Gateway Airport ("Airport") to be rendered on an "as needed" basis when requested by the City; and

**WHEREAS**, the City has entered into preliminary discussions with FAA relating to the City's desire to obtain a grant for the improvements of Taxiway B at the Lake City Gateway Airport; and

**WHEREAS**, as a condition precedent to submitting an application to FAA for such grant, it is necessary for certain services be performed relating to the design phase of Taxiway B pavement and lighting rehabilitation; and

**WHEREAS**, the City desires to engage Consultant to render City services pursuant to and in accordance with the provisions of Task Assignment Number Ten to the Basic Contract for professional civil engineering design services, permit review and determination and grants administration assistance for the design phase of Taxiway B Pavement and Lighting Rehabilitation at the Lake City Gateway Airport as stated in

Task Assignment Number Ten relating to improvements at the Airport, copy of which is attached hereto and made a part of this resolution ("Task Assignment Number Ten") at a cost not to exceed \$325,000.00, with an initial portion of said fee in the amount of \$120,000.00 being funded to Consultant by City to pay initial start-up cost for the preparation of such services.

**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 Number Ten with Consultant.

**Section 3.** The City Manager and City attorney are authorized to make such reasonable changes and modifications to the Task Assignment Number Ten 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 Number Ten 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 Consultant shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney



**TASK ASSIGNMENT NUMBER TEN TO  
BASIC CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA,  
AND PASSERO ASSOCIATES, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY ,  
FOR PROFESSIONAL CONSULTING SERVICES**

THIS TASK ASSIGNMENT NUMBER TEN made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055, and whose mailing address is 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and PASSERO ASSOCIATES, L.L.C., a Florida limited liability company, whose mailing address is 13453 North Main Street, Suite 106, Jacksonville, Florida 32218 (herein referred to as "Consultant")

**RECITALS**

A. City and Consultant have heretofore entered into a Basic Contract dated October 1, 2012, for professional consulting services as authorized by City Council Resolution No. 2012-058 (the "Basic Contract")

B. The Basic 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 Consultant assistance for professional civil engineering design services, permit review and determination and grants administration assistance as more particularly stated in Attachment A: Scope of Service at the Lake

"EXHIBIT" A 38

City Gateway Airport and desires to enter into this Task Assignment Number Ten with Consultant for such services pursuant to the terms and conditions contained in Consultant's Supplemental Agreement No. 16-05, copy of which is attached as Exhibit "A" and letter from Consultant to Wendell Johnson, City Manager, dated February 29, 2016, copy of which is attached hereto as Exhibit "B".

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 this Task Assignment Number Ten.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to City the services and work as set forth in Contract for Consultant Services attached hereto and made a part of this Task Assignment Number Ten.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant for its services a total project cost not to exceed \$325,000.00, with an initial portion of said fee in the amount of \$120,000.00 being funded to Consultant by City to pay initial start-up cost for the preparation of such services.

4. **PROVISIONS OF BASIC CONTRACT**. The terms, provisions, conditions, obligations and requirements of the Basic Contract are incorporated in and made a part of this Task Assignment Number Ten and shall be binding on and complied with by Consultant.

5. **ATTORNEYS' FEES AND COSTS**. In the event of breach by either party of

the Basic Contract or any Task Assignment, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Basic Contract or any Task Assignment, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT**. This Task Assignment Number Ten constitutes the entire agreement between City and Consultant and supercedes all prior written or oral understandings with respect to the project. This Task Assignment Number Ten may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Task

Assignment Number Ten as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print/type name)

By: \_\_\_\_\_  
STEPHEN M. WITT, Mayor

\_\_\_\_\_  
\_\_\_\_\_  
(Print/type name)

ATTEST: \_\_\_\_\_  
AUDREY SIKES  
City Clerk

Witnesses as to City

(SEAL)  
"CITY"

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

Signed, sealed and delivered  
in the presence of:

PASSERO ASSOCIATES, L.L.C.

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print/type name)

By: \_\_\_\_\_  
ANDREW M. HOLESKO  
Vice President

\_\_\_\_\_  
Witness  
\_\_\_\_\_  
(Print/type name)

Attest by: \_\_\_\_\_  
DON RAMDASS  
Program Manager/Associate

Witnesses as to Consultant

"CONSULTANT"

City of Lake



Lake City Gateway Airport

**Taxiway B Pavement and Lighting  
Rehabilitation (Design Phase)**

**Design, Permitting, Grants Administration**

by

**Passero Associates, LLC**

(PA Project No. 20070044.0005)

**Supplemental Agreement 16-05**

**Supplemental Agreement 16-05**  
**Taxiway B Pavement and Lighting Rehabilitation (Design Phase)**  
**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 Basic Contract for Professional Consulting Services, dated October 1, 2012, 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, 3256 East US Highway 90, Lake, Florida, 32055

**Project Description:** The Project will consist of the rehabilitation of the Airport's existing Taxiway B Pavement, edge lighting, and signage system. The overall project will consist of the following: realignment of existing taxiway, mill and overlay of existing asphalt pavement (approximately 345,000 SF), installation of new approximately 13,500 LF of cable edge lighting and signage system, pavement marking, and upgrade of the Vault Equipment.

**Scope of Basic Services:** Professional Civil Engineering Design Services, Permit Review and Determination, Grants Administration Assistance (Attachment A-1: Scope of Work).

**Scope of Special Services:** Topographic Survey and Geotechnical Investigations.

**City Manager:** Mr. Wendell Johnson.

**City Project Coordinator:** Mr. Nick Harwell, Airport Manager.

**PA Program Manager:** Mr. Don Ramdass, Associate

**PA Project Manager:** Mr. Patrick Honore, P.E.

**Basic Services Compensation (Not-to-Exceed):** Not-to-Exceed: \$ 285,000.00

**Special Services Compensation and Method of Payment:** Not-to-Exceed: \$ 40,000.00

**Total Project Cost:** Not-to-Exceed: \$ 325,000.00

**Schedule:** To be determined as soon as Notice-to-Proceed is issued.

**Meetings:** As needed and directed by the City.

- Deliverables:**
1. Construction Documents (plans and technical specifications).
  2. Engineer's Design Report
  3. Cost Estimates.
  4. Construction Safety and Management Plan (CSPP).

"Client" - City of Lake City

"Consultant" - Passero Associates, LLC

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

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

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

Andrew M. Holesko, CM, Vice President  
Typed Name, (Title)

ATTEST:

ATTEST:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_

Don Ramdass, Associate

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

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

**Attachment A-1: Scope of Work**  
**Taxiway B Pavement and Lighting Rehabilitation (Design Phase)**  
**Lake City Gateway Airport, Lake City, Florida**

**I. Project Description**

The Project will consist of the design phase of the rehabilitation of the Airport's existing Taxiway B Pavement, edge lighting, and signage system. The overall project will consist of the following: realignment of existing taxiway, mill and overlay of existing asphalt pavement (approximately 345,000 SF), installation of new approximately 13,500 LF of cable edge lighting and signage system, pavement marking, and upgrade of the Vault Equipment.

**II. Basic Services**

Passero Associates, LLC (Consultant) will provide the following basic services to assist the City of Lake City (City) with the Design of the Taxiway B Pavement and Lighting Rehabilitation Project.

**A. Preliminary Design Phase**

1. Review existing documents such as record drawings, specifications, studies and reports to become familiar with project data.
2. Visit the site to observe field conditions and validate the existing database.
3. Contact the City, FAA, and FDOT to review scope of work and clarify project design requirements, construction sequencing and operational concerns.
4. Prepare preliminary plans identifying areas requiring topographic field survey, geotechnical investigations and other field reconnaissance that may be required. The required field program will be developed into a schedule that minimizes interference with airport operations. The schedule will be coordinated with the City. Consultant will supervise the field investigations as required.
5. Perform field survey of topographic and utility data. Field information will be mapped and provided to the Consultant design team.
6. Perform geotechnical investigation for the design of the pavement structure.
7. Prepare preliminary grading and drainage system design.
8. Prepare preliminary construction plans, supplemental documents and construction phasing plans.
9. Prepare preliminary quantity takeoffs for the bid schedule.
10. Prepare preliminary probable construction costs.
11. The design team and the City will conduct a preliminary design review meeting to discuss and resolve content, cost and other comments.

**B. Final Design Phase**

1. Finalize the grading and drainage system design.
2. Prepare final construction plans, supplemental documents such and construction phasing plans.
3. Prepare final quantity takeoffs for the bid schedule. This will include items shown on the drawings and/or described in the technical specifications.
4. Prepare a final probable construction cost utilizing the quantity takeoff and bid items previously developed.
5. Prepare final contract agreements and technical specifications.
6. Submit advance final documents to the City, FAA, and FDOT for final review and comment. The design team and the City will conduct a final design review meeting to discuss contents, costs and other comments.
7. Reproduce copies of the bid documents which include plans, specifications, and construction phasing plans, soil boring logs and typical cross sections. These documents will be supplied to the City.

**C. Permitting Phase**

1. Review St. Johns River Water Management District (District) Handbook: "Regulation of Stormwater Management Systems" for applicability to project.
2. Develop preliminary drainage plans and coordinate with the District to determine if an Environmental Resources Permit will be required.
3. If a permit is required, meet with and/or correspond with the involved agencies to review the project requirements and discuss any agency concerns.
4. Submit permit application to agency as required.
5. Meet with District staff (as needed) to review project requirements.
6. Identify existing pervious and impervious surfaces, as well as existing drainage system components and function.
7. Identify proposed pervious and impervious surfaces, as well as proposed drainage system components and function.
8. Design and recommend an acceptable set of stormwater treatment measures for the proposed drainage system.
9. Note: As the owner of the project, the City will be responsible for all permit application fees and other applicable fees related to this project.

**D. Grants Administration Assistance**

The Consultant will assist the City with this Project's Grants Administration throughout the duration of this design contract with the following items of work:

1. Prepare supporting documentation for federal and state grant application packages (as needed).
2. Prepare supporting documentation for federal and state reimbursement requests.
3. Assist City in compiling and submitting necessary grant/project quarterly reports and closeout documents required by the FAA and FDOT.

**E. Special Services**

1. Special services associates with this project are topographic survey and geotechnical investigations.
2. This Phase of the Project and does not include any other special services. However, if during the later stages of the design phase of this project, other special services are needed, such services shall be performed by the Consultant for additional compensation and only as requested and agreed to by the Consultant and City, and approved, in writing, by the City.

**End of Scope of Services**







PASSERO ASSOCIATES  
engineering architecture

February 29th, 2016

Mr. Wendell Johnson, ICMA  
City Manager  
City of Lake City  
205 North Marion Avenue  
Lake City, Florida 32055

**Re: Taxiway B Rehabilitation Design  
Lake City Gateway Airport  
Lake City, Florida**

Dear Mr. Johnson,

Thank you, Grayson and Nick for taking time out of your individual work schedules to discuss Taxiway B Improvements at Lake City Gateway Airport. As discussed, a FAA Pre-Application Grant has been submitted this year to notify the FAA of the City's intent to request the funding for the design and construction phases of this project.

Typical with this type of funding request, the Sponsor (City of Lake City) would have to have the project designed and advertised for bid, with bids submitted by July 2016. In order for the bids to be in by July 30<sup>th</sup> 2016, the required 30 day bidding cycle would have to occur by the end of June 2016. After the bids are received, the most responsive bidder with the lowest bid approved by the City Council based on Passero Associates' recommendation would be included in the FAA Grant Application to request 90% of FAA monies, with the remaining 8% State and 2% City share to fund the design, construction inspection and construction of Taxiway B Improvements.

After the FAA Grant PreApplication submission, we had initial talks with the FAA Program Manager in the Orlando Airports District Office (ADO) about the application submission and also confirmed that the project was listed in the airport's Joint Automated Capital Improvement Program which lists all the future airport projects. The response from the ADO was that Taxiway B should be a logical candidate for FAA funding. In order for our staff to complete the design and contract documents to be ready for advertisement for Contractors, Passero Associates would have to commence design activities which include topographic surveying, geotechnical analysis and permitting in March 2016 to insure that Engineering Drawings, Contract Documents

EXHIBIT 5

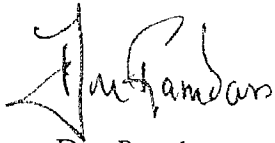
with Technical Specifications and Suwannee River Water Management District Permit are in place for bidding.

Given the required design activities for Taxiway B Improvements (\$4,000,000 in total project costs), the total design fee is \$325,000.00. We are requesting the City consider funding \$120,000 of the \$325,000 now to allow us to get our Topographic and Geotechnical subconsultants started on their activities on Taxiway B as well as our design efforts. This requested partial payment will assist us paying our subconsultants for the work efforts as well as a portion of Passero Associates' fees. The remainder of the fees will be billed when the FAA Grant is in place.

If the FAA was not able to fund the construction of Taxiway B Improvements which we see as being highly unlikely, the FAA will still pay 90% of the \$120,000 from the airport's Fiscal Year (2016) FAA Entitlements with the remaining 8% from the State and 2% City funds.

I realize that this request would have to be presented to the Airport Advisory Committee on Monday 03/07/2016 for their consideration and as such, I am prepared to be present to respond to any questions about this request.

Sincerely,  
**Passero Associates, LLC**



Don Ramdass  
Associate/Program Manager

Cc: Grayson Cason, Assistant City Manager  
Nick Harwell, Airport General Manager

**CITY COUNCIL RESOLUTION NO. 2016-010**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN INTERLOCAL AGREEMENT ON FIRE HYDRANTS WITH COLUMBIA COUNTY, FLORIDA.**

**WHEREAS**, Columbia County ("County") is presently providing fire protection services in certain areas outside of the City of Lake City, Florida ("City") municipal limits; and

**WHEREAS**, the City owns water lines and connected fire hydrants which are located in areas in which the County provides fire protection services; and

**WHEREAS**, the City and County wish to provide for recurrent inspection, testing, maintenance and painting of fire hydrants and ensure the availability of water thereto; and

**WHEREAS**, the City and County desire to enter into an Interlocal Agreement to memorialize their agreement relating to the fire hydrants, copy of which is attached hereto as Exhibit "A" and made a part of this resolution (the "Interlocal Agreement").

**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 incorporated herein and made a part of this resolution.

**Section 2.** The City is hereby authorized to enter into the Interlocal Agreement with the County.

**Section 3.** The Mayor is authorized to enter into the Interlocal Agreement for

and on behalf of the City.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor-Councilman

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
HERBERT F. DARBY  
City Attorney

**INTERLOCAL AGREEMENT ON FIRE HYDRANTS**

**THIS AGREEMENT** is by and between the **CITY OF LAKE CITY**, a municipal corporation under the laws of the State of Florida (hereinafter "CITY"), and **COLUMBIA COUNTY**, a political subdivision of the State of Florida, (hereinafter "COUNTY").

**WITNESSETH:**

**WHEREAS**, the COUNTY is presently providing fire protection services in certain areas outside of the CITY's municipal limits; and,

**WHEREAS**, the CITY owns water lines and connected fire hydrants which are located in areas in which the COUNTY provides fire protection services; and,

**WHEREAS**, the CITY and the COUNTY wish to provide for recurrent inspection, testing, maintenance and painting of such fire hydrants and ensure the availability of water thereto.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter contained, the CITY and the COUNTY hereby agree as follows:

1. **Definitions.** For the purpose of this Agreement only: City-owned hydrants are those hydrants connected to a CITY water line, located outside the CITY'S municipal limits and not located on private property; generally, such hydrants are located on public property or in street and/or road rights-of-way. Non-City Owned Hydrants are those hydrants connected to a CITY water line, located outside the CITY'S municipal limits, but on private property.

2. **Hydrant Access.** The CITY shall provide water to City-Owned Hydrants and shall permit the COUNTY to have access to and use of all of such hydrants for fire-fighting purposes. The CITY shall provide water to Non-City Owned Hydrants and shall require owners of Non-City Owned Hydrants to permit COUNTY to have access to and use of all of such hydrants for fire-fighting purposes.

3. **Hydrant Inspection.** The CITY shall annually complete inspection and testing of all City-Owned Hydrants, including flow testing, painting, repairing and/or replacement of

all such hydrants which are damaged or inoperable by June 30<sup>th</sup> of each year. Such hydrants shall be maintained in accordance with all applicable statutory and ordinance requirements now existing or as amended.

4. **Records and Reporting.** For all City-Owned Hydrants, the CITY shall provide copies to the COUNTY of fire hydrant flow testing results (to include: test date, static water pressure, residual water pressure and gallons per minute of flow) and documented routine maintenance performed by the CITY for each City-Owned Hydrant covered by this Agreement.

5. **Hydrant Count.** As of the date of this Agreement there are 698 City- Owned Hydrants located within Columbia County. The CITY shall notify the COUNTY of any changes in the number of City-Owned Hydrants annually as of September 30<sup>th</sup>, taking into account additions and subtractions due to new water main constructions and annexations. Such number of hydrants shall then be used to determine the COUNTY's cost payable to the CITY hereunder for the following Fiscal Years beginning October 1st.

6. **Payment.** The COUNTY shall reimburse the CITY for inspecting and testing City- Owned Hydrants in the amount of \$35.00 per hydrant per year. The total cost to be paid by the County for Fiscal Year 2016 will not exceed \$25,000.

a. **Payment Terms.** Payments due hereunder shall be made by the COUNTY to the CITY in one annual payment, due on or before December 31<sup>st</sup> of each year. A late payment is one in which the City has not received as of January 1<sup>st</sup> of each year. Late payments shall obligate the COUNTY to pay a late charge of one and one-half percent (1.5%) per month on the unpaid balance due.

b. **Default.** If payment is not received by City on or before March 1<sup>st</sup> of any year in question under this Agreement, CITY may declare COUNTY in default by sending COUNTY notice of said default by certified U.S. Mail delivery to the address specified in this Agreement. COUNTY shall have thirty (30) days to from the date it receives said notice to cure said default.

7. **Termination.** This Agreement shall automatically renew October 1<sup>st</sup> each year unless terminated by mutual agreement of the parties no later than July 1st each year.

8. **Modification and Assignment.** This Agreement shall not be abrogated, changed, or modified without the written consent of both parties. This Agreement may not be assigned, transferred, or pledged by either party without the other parties' written consent.

9. **Notice.** All notices, demands, and other writings required under this Agreement shall be deemed to have been fully given or made or sent when (i) mailed in writing and deposited in the United States Mail, postage pre-paid, and addressed to the parties at the addresses noted in this Agreement or (ii) delivered by nationally recognized courier, receipt of recipient acknowledged by signature. Any notice or disclosures required under this Agreement and any changes to addresses shall be made in accordance with this notice provision. Notices shall be sent to:

**Columbia County**  
Ben Scott  
County Manager  
PO Box 1529  
Lake City, Florida 32056

**City of Lake City**  
Wendell Johnson  
City Manager  
205 N. Marion Avenue  
Lake City, Florida 32055

10. **Hold Harmless.** The CITY will be held harmless from any adverse legal or financial actions, or liability resulting from or incident to the COUNTY's activities under this Agreement.

11. **Disclaimer.** Other than the covenants and performance contemplated herein, neither party has made promises, representations or warranties. It is expressly acknowledged and agreed that the terms and provisions of this Agreement are for the benefit of the parties hereto.

12. **Waiver.** No waiver or estoppel as to or against any party shall result from any failure to exercise or enforce any right or power hereunder, save only to the extent necessarily implied as to the particular matter directly concerned and then only for time being with respect thereto, and not in any way as to the future or as to any other matter.

13. **Severability.** If any term, provision or condition contained in this Agreement or any application thereof shall to any extent be held invalid or unenforceable, the remainder of this Agreement or the application of such term, provision or condition to persons or circumstances other than those in respect to those of which it is invalid or unenforceable shall not be affected thereby, and each term provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. **Attorney's Fees.** If any action is commenced to construe or enforce this Agreement or the rights and duties created hereunder, then each party shall be responsible for its own attorney's fees and costs.

15. **General.** The parties agree to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of



this Agreement. Time shall be of the essence of this Agreement. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this Agreement.

16. **Governing Law and Venue.** The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. For purposes of any action suit or other proceeding arising out of or relating to this Agreement, the parties hereto do acknowledge, consent and agree that venue thereof is Columbia County, Florida.

**IN WITNESS WHERE OF** the parties hereto have caused the execution by their duly authorized officials on the dates indicated below.

**ATTEST:**

Columbia County Board  
of County Commissioners

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
County Attorney

**ATTEST:**

City of Lake City

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Attorney