

## **RESOLUTION 2025-37**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH TO APPROVE THE PROFESSIONAL SERVICES AGREEMENT PROPOSED BY MCKIM & CREED INC. TO COMPLETE TASKS OUTLINED IN EXHIBIT "A" SCOPE OF SERVICES SUMMARY IN RESPONSE TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION'S AMENDED CONSENT ORDER, CASE #23-0409 FOR A FEE NOT TO EXCEED \$41,646.00 UNDER PROJECT # 571 AND A BUDGET AMENDMENT TO COVER THE EXPENSE; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Flagler Beach and the Florida Department of Environmental Protection entered into a Consent Order in December 2023; and

**WHEREAS**, the City of Flagler Beach engaged McKim & Creed Inc. in July, 2024 to provide professional services on behalf of the City of Flagler Beach to ensure compliance with the original Consent Order in an amount not to exceed \$289,920; and,

**WHEREAS**, the Florida Department of Environmental Protection issued an Amended Consent Order in February 2025 to the City of Flagler Beach encompassing additional requirements; and,

**WHEREAS**, City staff requested a proposal from McKim & Creed Inc. to provide additional professional services in response to the Amended Consent Order; and,

**WHEREAS**, McKim & Creed Inc.'s proposal is in an amount not to exceed \$41,646.00;

**NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AS FOLLOWS:**

**SECTION 1.** That the City of Flagler Beach hereby approves the Professional Services Agreement and "Exhibit A" Scope of Services Summary from McKim & Creed Inc. for Amended Consent Order Assistance under Project # 571 in an amount not to exceed \$41,646.00.

**SECTION 2.** All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

**SECTION 3.** This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 24<sup>th</sup> DAY OF APRIL, 2025.

CITY OF FLAGLER BEACH, FLORIDA  
CITY COMMISSION

ATTEST:

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Patti King, Mayor

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Penny Overstreet, City Clerk

Attachment:  
Exhibit "A"

February 21, 2025

Bill Freeman, P.E., City Engineer  
 City of Flagler Beach  
 Via Email: [bfreeman@cityofflaglerbeach.com](mailto:bfreeman@cityofflaglerbeach.com)

**RE: Amended Consent Order Assistance  
 Professional Services Amended Task Order Proposal**

Dear Bill,

On behalf of the entire team at McKim & Creed, we thank the City for this opportunity to continue assistance with the response to the City's FDEP Amended Consent Order (ACO) to resolve Case Number 23-0409. Considering the urgent need to address the ACO and the State's deadlines, we have offered a proposal that represents the best use of the remaining time while meeting the new requirements of the ACO. The table below summarizes our proposed tasks and fees. We estimate approximately 180 days of effort are needed to address the additional requirements of the ACO. For additional details on scope and schedule, please see **Attachment A – Scope of Services Summary**.

| Task                      | Description                     | Task Fee           |
|---------------------------|---------------------------------|--------------------|
| Task 1                    | Project Management Services     | \$12,379.00        |
| Task 3A                   | ACO Compliance Plan & Reporting | \$29,267.00        |
| <b>Total Proposed Fee</b> |                                 | <b>\$41,646.00</b> |

*Note: Lump Sum tasks will be invoiced monthly based on the percent of scope completed for that task. Direct expenses for project-related costs (e.g., travel, print shop services) are included in the stated lump sum fees and will not be submitted for separate reimbursement.*

The tasks identified in the originating task order are to remain in effect through their completion. Were additional efforts are not needed to assist with the requirements of the ACO, it is explicitly identified in **Attachment A – Scope of Services Summary**.

After your review of the details of our proposal, please let me know if you would like to schedule a time to discuss.

Sincerely,



**Mario E. Loaiza, P.E., F.ASCE**  
**Regional Manager**



**Charles Hill, P.E., BCEE**  
**Client Manager**



OWNER:

ENGINEER:

By:

Signature

By:

Signature

By:

Patti King

Printed

By:

Mario E. Loaiza, P.E., F.A.S.C.E.

Printed

Title:

Mayor, City of Flagler Beach

Title:

Regional Manager

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

Attest:

Title:

Title:

Address for giving notices:

Address for giving notices:

License No.:

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

## **ATTACHMENT A SCOPE OF SERVICES SUMMARY**

**Proposal No.:** TBD  
**Project Name:** Amended Consent Order Assistance  
**Project Jurisdiction:** City of Flagler Beach, Florida  
**Proposal Date:** February 21, 2025

Pursuant to the terms of its Master Contract for Professional Services, dated March 1, 2024, and Resolution 2024-40 of the City of Flagler Beach City Commission, dated July 11, 2024, McKim & Creed, Inc. (Consultant) is providing this amended scope of services (Amended Scope) to the City of Flagler Beach, Florida (City) for professional services related to the Amended Consent Order (Amended Order) Response Assistance & CMOM development.

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### **PROJECT UNDERSTANDING**

The City of Flagler Beach and the Florida Department of Environmental Protection (FDEP) Priorly entered into Consent Order (Original Order) for Case Number 23-0409. The Consultant was retained by the City to assist with compliance with the requirements of the Original Order. Since then, the FDEP has issued a Draft Amended Consent Order to the City on December 13, 2024.

As part of their assistance to the City, the Consultant reviewed the Draft Amended Order and, on January 3, 2025, facilitated a conference between the City, the FDEP, and the Consultant on comments or concerns. During the conference, the FDEP acknowledged the comments and concerns and stated they would update the Draft Amended Order and issue it back to the City for review and execution.

On February 18, 2025, FDEP issued the updated Amended Order, and the City Manager executed the City's portion of the agreement. While the Amended Order is pending final execution by the FDEP, the additional requirements are well identified. The Amended Order will require the City to address total suspended solids and enterococci exceedance issues through a Compliance Plan and update the FDEP every 6 months on the compliance progress. In addition, the Amended Order provides an extended reprieve on the compliance schedule and interim limits.

Through this Amended Scope, the Consultant will provide additional services to assist the City with the Amended Order.

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### **PROPOSED SCOPE AND FEE**

Details of our proposed scope of services, fees, and deliverables associated with the assistance of the Amended Consent Order are outlined below. Where budgeted efforts from the Original Scope do not need to increase, it has been identified as such. The original assumptions and exceptions of the Original Scope will remain in effect.

#### **TASK 1 – PROJECT MANAGEMENT**

**Additional \$12,397 Fee**

This original task includes general project administration and management tasks such as meetings and general communication with the City, project documentation, management of proposed scope, fee, and schedule, and project invoicing. Minor additional efforts are required to continue the project through the extended schedule.

## **TASK 2 – FIELD RESEARCH / PERSONNEL INTERVIEWS**

**No Additional Fee**

No changes have been proposed to the scope of services, but efforts will continue, and the remaining budget will be utilized towards the project as needed.

## **TASK 3A – AMENDED CO COMPLIANCE PLAN & REPORTING Additional \$29,267 Fee**

The Consultant had priorly prepared a Compliance Plan and the first 6-Month Report in response to the Original Consent Order and transmitted them to the FDEP in November 2024. Since transmittal, the FDEP has issued a Draft Amended Consent Order. When finally executed, this new Amended Consent Order will require a Compliance Plan to address additional items, including provisions to correct total suspended solids and enterococci effluent exceedances. Through their prior work in this task, the Consultant gathered much of the data required to address the Amended Consent Order but has not analyzed the data.

A site walkthrough was held between City and Consultant staff on January 13, 2025. Discussions and observations indicate that the facility's activated sludge process is not well optimized, with the likely cause being the lack of throughput of the sludge dewatering process. The sludge dewatering process currently relies on drying beds, which are subjected to limitations outside of City control. Currently, the City is entering into a contract to install an upgraded sludge dewatering facility that utilizes a screw press, which, when brought online, should help resolve throughput issues.

Leading up to the biosolids improvements, the City still has to comply with the permit Consent Order requirements. To assist the City in gaining more insight and control of its current and future sludge dewatering facility, the Consultant will perform additional services through this Scope Amendment, the Consultant will perform:

- An analysis of existing data gathered related to the new requirements of the Amended Consent Order. Data sources could include Discharge Monitoring Reports (DMRs), daily operational records, record drawings, and field tests.
- Inventory the current process control monitoring equipment on site with recommendations for additional equipment.
- The Consultant will provide staff members onsite, one of whom holds a Florida Class A Wastewater license and a Professional Engineering license for two days, and an additional subject matter expert staff for one day. The budget includes travel and direct expenses. Consultant staff will work with City operational staff to better understand operations, plant performance, activated sludge process control, disinfection process control, and record keeping. The visits will memorialize a snapshot of the facility's operation to put other available data into context. The Consultant staff, during their visits, will perform or observe City staff perform:
  - Standard solids analysis, which could include settleometer, diluted settelometers, mixed liquor and return activated sludge total suspended solids (MLSS and RAS SS), volatile suspended solids, sludge volume index, and microscopic evaluation.
  - Clarifier performance monitoring, which could include sludge blanket measurements, monitoring of RAS rates, and documenting solids carryover.
  - Measurements of dissolved oxygen profiles through the oxidation ditch basins.
  - Measurements of total nitrogen and nitrate/nitrate concentrations in final effluent.
  - Measurements of chlorine residual profile through the chlorine contact chambers.
- Calculations of activated sludge process control elements, including CBOD loading,

theoretical yield rates, wasting rates, solids retention time (SRT), and food-to-mass ratio.

- Calculations on clarifier performance, including loading and overflow rates, and state-point analysis.
- Workshop recommendations with the City staff.
- Update the Compliance Plan to the requirements of the Amended Consent Order.
- Additional tracking and reporting of the additional requirements through the six-month reports to the FDEP. The Original Scope had two reporting periods budgeted. Due to the additional requirements of the Amend Order and the time needed to meet them, an additional two (2) six-month reports will be budgeted.

Deliverables for this task will be the following:

- 1) Signed and Sealed Updated Compliance Plan
- 2) Six-Month Compliance Reports to the State.

#### **TASK 4 – WASTEWATER EMERGENCY RESPONSE PLAN**

**No Additional Fee**

No changes have been proposed to the scope of services, but efforts will continue, and the remaining budget will be utilized towards the project as needed.

#### **TASK 5 – CMOM DEVELOPMENT**

**No Additional Fee**

No changes have been proposed to the scope of services, but efforts will continue, and the remaining budget will be utilized towards the project as needed.

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### **MILESTONES AND SCHEDULE**

Through the Amended Consent Order schedule of compliance, the City will have additional time to meet the original and new requirements. Assuming that the final, executed, Amended Consent Order follows the schedule of the draft, the Consultant is proposing the following new milestones and schedule.

- 1) Field Research .....Performed Monday January 13, 2025
- 2) Review of existing data ..... ±2 wks from NTP
- 3) Two days of operational assistance..... ±4 wks from NTP
- 4) Updated Compliance Plan .....±12 wks from NTP\*

\* The Amended Consent Order requires an updated Compliance Plan submitted to the FDEP within 90 days of execution of the Order.

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### **ADDITIONAL SERVICES**

Services requested by the City other than those specifically listed in this Scope of Services will be considered Additional Services for which the City and Consultant will mutually agree to additional fees and time before the execution of the services. The Original Scope of Services exceptions and assumptions remain in effect.

| Task   |                               | Project<br>Manager II | Technical<br>Specialist I<br>(Process) | Project<br>Engineer III<br>(Civil/Mech) | GIS Technician<br>II | Engineer<br>Intern | Designer II |      |      |      |      | Sn Project<br>Admin | Total<br>Hours | Total Labor<br>Fee | Direct<br>Expenses | Total Fee    |
|--|-------------------------------|-----------------------|--|---|----------------------|--------------------|-------------|------|------|------|------|---------------------|----------------|--------------------|--------------------|--------------|
|  |                               | \$ 334.00             | \$ 268.00                              | \$ 228.00                               | \$ 110.00            | \$ 156.00          | \$ 144.00   | \$ - | \$ - | \$ - | \$ - | \$ 117.00           |                |                    |                    |              |
| Task 1 Project Management                        |                               |                       |  |   |                      |                    |             |      |      |      |      |                     |                |                    |                    |              |
|  | Project Management            | 20                    | 8                                      | 12                                      |                      |                    |             |      |      |      |      | 7                   | 47             | \$ 12,379.00       | \$ -               | \$ 12,379.00 |
| Task 1 Subtotal                                  |                               | 20                    | 8                                      | 12                                      |                      |                    |             |      |      |      |      | 7                   | 47             | \$ 12,379.00       | \$ -               | \$ 12,379.00 |
| Task 3A Amended CO Compliance Plan and Reporting |                               |                       |  |   |                      |                    |             |      |      |      |      |                     |                |                    |                    |              |
|  | Amended CO Plan and Reporting | 8                     | 28                                     | 80                                      |                      |                    |             |      |      |      |      | 3                   | 119            | \$ 28,767.00       | \$ 500.00          | \$ 29,267.00 |
| Task 2 Subtotal                                  |                               | 8                     | 28                                     | 80                                      |                      |                    |             |      |      |      |      | 3                   | 119            | \$ 28,767.00       | \$ 500.00          | \$ 29,267.00 |
| Total  |                               | 28                    | 36                                     | 92                                      |                      |                    |             |      |      |      |      | 10                  | 166            | \$ 41,146.00       | \$ 500.00          | \$ 41,646.00 |



| Task   |                               | Mileage   |  |  |  |  |  |  |  |  |  |  | Direct Expense<br>Total |
|--|-------------------------------|-----------|--|--|--|--|--|--|--|--|--|--|-------------------------|
| Task 1 Project Management                        |                               |           |  |  |  |  |  |  |  |  |  |  |                         |
|  | Project Management            |           |  |  |  |  |  |  |  |  |  |  | \$ -                    |
| Task 1 Subtotal                                  |                               |           |  |  |  |  |  |  |  |  |  |  | \$ -                    |
| Task 3A Amended CO Compliance Plan and Reporting |                               |           |  |  |  |  |  |  |  |  |  |  |                         |
|  | Amended CO Plan and Reporting | \$ 500.00 |  |  |  |  |  |  |  |  |  |  | \$ 500.00               |
| Task 2 Subtotal                                  |                               | \$ 500.00 |  |  |  |  |  |  |  |  |  |  | \$ 500.00               |