

RESOLUTION NO 2026-099

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER FOURTEEN (14) PURSUANT TO THE CONTINUING CONTRACT WITH CPH CONSULTING, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FORMERLY MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION, TO PROVIDE PROFESSIONAL SERVICES TO UPDATE THE ENFORCEMENT RESPONSE PLAN AT THE SAINT MARGARETS WASTEWATER TREATMENT FACILITY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID TASK ASSIGNMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID TASK ASSIGNMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID TASK ASSIGNMENT; AUTHORIZING THE CITY MANAGER WITH THE CONSENT OF THE CITY ATTORNEY TO MAKE MINOR CHANGES TO THE SCOPE OF WORK OF THE TASK ASSIGNMENT PROVIDED SUCH CHANGES DO NOT INCREASE THE QUOTED PRICE IN THE TASK ASSIGNMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to City Council Resolution No 2019-022 the City of Lake City, Florida (“the “City”) and Mittauer & Associates, Inc., a Florida corporation, as the predecessor in interest to CPH Consulting, LLC., a Delaware limited liability company (the “Vendor”), entered into that certain continuing contract for engineering services (the “Continuing Contract”); and

WHEREAS, the City is in need of an updated Enforcement Response Plan (the “ERP”) at the Saint Margarets Wastewater Treatment Facility (the “Project”); and

WHEREAS, pursuant to the terms of the Project, the Vendor will provide professional engineering services in furtherance of the Project, including document review and evaluation, and an ERP update (the “Services”); and

WHEREAS, the Continuing Contract provides the Vendor shall provide services to the City only when requested and authorized in writing by the City; and

WHEREAS, each request from the City to the Vendor for services shall be for a specific project with the scope of the work defined by and embodied in a separate task assignment; and

WHEREAS, the City Council desires to enter into that certain task assignment pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project, in

accordance with the terms and conditions of Task Assignment Number Fourteen (14) as set forth in Vendor's proposal (the "Proposal"), a copy of which is attached as an Exhibit hereto; and

WHEREAS, entering into an agreement between the City and the Vendor for the scope of work set forth in the Proposal attached hereto (the "Agreement") pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public interest and in the interests of the City; and

WHEREAS, the City Council desires the City Manager, with the consent of the City Attorney, be authorized to consent to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement; now therefore

BE IT RESOLVED by the City of Lake City, Florida:

1. Approving the Agreement pursuant to the Continuing Contract with the Vendor for the Services in furtherance of the Project is in the public or community interest and for public welfare; and
2. In furtherance thereof, an Agreement containing the material terms of the Proposal and the Continuing Contract 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 and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. The City Manager, with the consent of the City Attorney, is authorized to agree to minor changes to the scope of work of the Agreement provided such changes do not increase the quoted price of the Agreement; 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 adoption 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 September, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney



580-1 Wells Road
Orange Park, FL 32073
Phone: 904.278.0030

August 3, 2026

Mayor and City Council
City of Lake City
205 N. Marion Avenue
Lake City, FL 32055

RE: Engineering Services Agreement
2026 Enforcement Response Plan Update
City of Lake City, Florida
Client No. 8904-30-1

Dear Mayor and City Council Members:

In accordance with our Agreement for Continuing Consulting Engineering Services, we are pleased to present the following proposal for Engineering Services associated with updating the City of Lake City's Enforcement Response Plan (ERP), related to the City's Pretreatment Program for Industrial Sewer Customers. CPH Consulting, LLC, hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the City of Lake City, Florida, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

The Engineer will provide professional engineering services to review and update the City's existing 1997 ERP in accordance with the applicable requirements of Chapter 62-625, Florida Administrative Code, applicable federal pretreatment regulations, and comments received from the Florida Department of Environmental Protection (FDEP), together with other available information provided by the City.

More specifically, the Engineer's scope of services will include the following:

ITEM A – DOCUMENT REVIEW AND EVALUATION

The Engineer will review the City's existing ERP, applicable Pretreatment Program documents, comments received from the FDEP, and other available information provided by the City. The review will evaluate the existing ERP for consistency with current regulatory requirements and identify revisions necessary to address FDEP comments and improve the overall organization and functionality of the document.

The review may include, as applicable:

- Existing Enforcement Response Plan.
- Applicable Pretreatment Program documents.
- Florida Department of Environmental Protection review comments.
- Applicable provisions of Chapter 62-625, Florida Administrative Code.
- Applicable federal pretreatment regulations.

- Existing enforcement procedures.
- Enforcement Response Guide.
- Administrative and legal enforcement procedures.
- Existing appendices, forms, and supporting documentation.
- Regulatory references and document organization.

ITEM B – ENFORCEMENT RESPONSE PLAN UPDATE

Based upon the work completed under Item A, the Engineer will prepare an update to the City's 1997 ERP that will incorporate revisions necessary to address comments received from the FDEP, improve consistency with applicable Pretreatment Program requirements, and enhance the overall organization and usability of the document.

The Engineer will revise the ERP, as appropriate, to incorporate current regulatory requirements, update enforcement procedures, revise the Enforcement Response Guide, and update supporting information necessary to provide a complete and internally consistent document. Revisions may include updates to enforcement evaluation criteria, anticipated enforcement responses, regulatory references, personnel responsibilities, forms, appendices, and other supporting information identified during the document review.

ITEM C – PROJECT COORDINATION AND FINAL DELIVERABLES

The Engineer will coordinate with City staff to facilitate completion of the ERP update. Coordination will include communications regarding project progress, review of City comments, review of FDEP comments and one (1) review meeting, either in person or virtually, to discuss the Draft ERP and proposed revisions.

Following receipt of the City's consolidated set of review comments, the Engineer will prepare the Final ERP and provide one (1) electronic copy in Adobe PDF format suitable for City use and submittal to the Florida Department of Environmental Protection.

CONDITIONS

The following assumptions have been made in preparing this Scope of Services and fee proposal:

- The City will provide the existing ERP, applicable utility and Pretreatment Program documents, FDEP review comments, and other available reference documents necessary to complete the project.
- The Engineer will utilize available information provided by the City and will not perform field investigations, sampling, inspections, or verification of existing utility facilities or operations as part of this project.
- The Engineer will review the existing ERP and prepare revisions necessary to address FDEP comments and improve consistency with current regulatory requirements. This project does not include a comprehensive update of the City's Pretreatment Program.

- One (1) draft review cycle and one (1) final review cycle are included.
- One (1) review meeting with City staff is included.
- Revisions requested following submission of the Final ERP or additional regulatory review beyond the scope described herein will be considered Additional Services.
- The Final ERP will be provided electronically in Adobe PDF format.

EXCLUSIONS

The Engineer's scope of services does not include:

Field investigations | Facility inspections | Industrial user inspections | Wastewater sampling | Laboratory testing | Flow monitoring | Local Limits evaluations | Industrial Waste Survey updates | Pretreatment Ordinance revisions | Pretreatment Program modifications beyond the Enforcement Response Plan | Preparation of permit applications or permit modifications | Legal review | Public meetings or presentations | Preparation of new GIS mapping or Civil 3D design drawings | Construction plans and specifications | Bidding services | Construction administration | Construction observation | Regulatory permit application fees | Response to Requests for Additional Information (RAIs) received after submission of the Final ERP.

Additional services will be performed on an hourly basis in accordance with the Engineer's current fee schedule unless otherwise agreed upon by the City and the Engineer.

**PURSUANT TO FLORIDA STATUTES, SECTION 558.0035,
AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE
HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SCHEDULE OF FEES

Item	Description
A	Document Review and Evaluation
B	Enforcement Response Plan Update
C	Project Coordination and Final Deliverables
TOTAL LUMP SUM FEE: \$10,000.00	

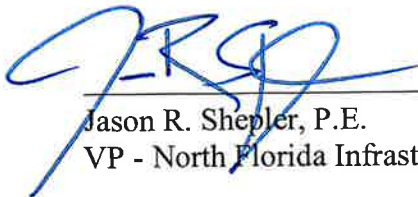
Additional Services will be performed only upon authorization by the City and will be billed in accordance with the Engineer's current hourly rate schedule.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance with the Act are subject to late fees as outlined in the regulations as well as collection fees and may cause the Engineer to stop working on the Client's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT), should it be required by law.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer will serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it will become null and void.

Sincerely,
CPH Consulting, LLC



Jason R. Shepler, P.E.
VP - North Florida Infrastructure

JRS/JPP/bb

Accepted by
City of Lake City, Florida

Noah Walker
Mayor

Date: _____