

CITY COUNCIL RESOLUTION NO. 2022-023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER SEVEN TO THE CONTINUING CONTRACT WITH MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION; PROVIDING FOR ENGINEERING SERVICES RELATED TO THE CITY'S 120 ACRE WETLAND AND THE IDENTIFICATION OF ADDITIONALLY POTENTIAL EFFLUENT DISPOSAL SITES; PROVIDING FOR THE SUBMISSION OF A PLAN OF ACTION TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; PROVIDING FOR A COST NOT-TO-EXCEED \$79,500.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the "City") entered into a Continuing Contract for Professional Services with Mittauer & Associates, Inc. (hereinafter "Mittauer & Associates"), as authorized by City Council Resolution No. 2019-022 with respect to certain studies, planning, design, and construction of improvements to the City water system, wastewater system, reuse water, stormwater systems, gas system, Lake City Gateway Airport, City recreational facilities, City Hall, City safety facilities and streets (herein collectively the "City Projects"); and

WHEREAS, the Continuing Contract provides that Mittauer & Associates 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 with the scope of the work to be defined by and embodied in a separate Task Assignment; and

WHEREAS, the City Council desires to enter into Task Assignment Number Seven to its Continuing Contract with Mittauer & Associates for engineering services including, but not limited to, an evaluation of using the City's existing one hundred twenty (120) acre wetland for achieving advanced waste treatment, identifying additional potential effluent disposal sites, and the preparation of a Plan of Action to be submitted to the Florida Department of Environmental Protection, all in accordance with the terms and conditions of

Task Assignment Number Seven, a copy of which is attached hereto and made a part of this resolution and the Continuing Contract.

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 made a part of this resolution.

Section 2. The City Council hereby authorizes Task Assignment Number Seven with Mittauer & Associates for the professional services.

Section 3. The City Manager and City Attorney are authorized to make such reasonable changes and modifications to Task Assignment Number Seven 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 Seven 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 Mittauer & Associates shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions if any.

[Remainder of this page left blank intentionally.]

Section 4. This resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of February 2022.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

**TASK ASSIGNMENT NUMBER SEVEN TO THE CONTINUING CONTRACT
BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND MITTAUER &
ASSOCIATES, INC., A FLORIDA CORPORATION, FOR PROFESSIONAL
ENGINEERING SERVICES**

THIS TASK ASSIGNMENT NUMBER SEVEN made and entered into this ____ day of February 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter the "City"), and Mittauer & Associates, Inc., a Florida corporation (hereinafter the "Consultant").

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for professional consulting services as authorized by City Council Resolution No. 2019-022.

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 professional engineering services including, but not limited to, an evaluation of using the city's existing one hundred twenty (120) acre wetland for achieving advanced waste treatment, identifying additional potential effluent disposal sites, and the preparation of a Plan of Action to be submitted to the Florida Department of Environmental Protection. The City desires to enter into this Task Assignment Number Seven with the Consultant

for the aforementioned services pursuant to the terms and conditions contained herein and the attachment hereto (proposal dated February 7, 2022 from Consultant).

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 Seven.

2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to City the services and work as set forth in the correspondence dated February 7, 2022, received by the City from the Consultant consisting of a total of three (3) pages and attached hereto as “Exhibit A” and made a part of this Task Assignment.

3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fee for each of the six (6) tasks identified in Exhibit A. Consultant shall provide monthly invoices to the City as work is completed. The total compensation shall not exceed seventy-nine thousand five hundred dollars and zero cents (\$79,500.00).

4. **PROVISIONS OF CONTINUING CONTRACT**: The terms, provisions, conditions, and requirements of the Continuing Contract are incorporated herein and made a part of this agreement and shall be 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 any 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 any Task Assignment, including reasonable attorneys' fees and legal costs and fees incurred in seeking reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment 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. This Task Assignment may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Seven 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: _____
Frederick L. Koberlein, Jr.,
City Attorney

MITTAUER & ASSOCIATES, INC.

By: _____
Joseph A. Mittauer,
President & Secretary



MITTAUER
& ASSOCIATES, INC.
CONSULTING ENGINEERS &
PROJECT FUNDING SPECIALISTS

580-1 WELLS ROAD
ORANGE PARK, FL 32073
PHONE: (904) 278-0030
FAX: (904) 278-0840
WWW.MITTAUER.COM

February 7, 2022

Mayor and City Council
City of Lake City
205 N. Marion Ave.
Lake City, FL 32055-3918

RE: Engineering Services Agreement
Wetlands Evaluation for AWT and Identification of New Potential Effluent Disposal Sites
City of Lake City, Florida
Mittauer & Associates, Inc. Project No. 8904-22-1

Dear Mayor and City Council:

We are pleased to present the following proposal for Engineering Services in conjunction with the evaluation of using the City's existing 120 acre wetland for achieving advanced waste treatment (AWT), as well as identifying other potential effluent disposal sites located in Lake City, Florida. Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the City of Lake City, the Client, for the fees stipulated hereafter.

SCOPE OF SERVICES

The Engineer shall conduct a site visit of the City's existing effluent disposal sites and facilities which shall include the holding pond, sprayfield pump station, wetlands, sprayfields, filter, public access reuse storage tank, and reuse high service pumps.

The Engineer and its subconsultant, along with City staff, shall meet with the Florida Department of Environmental Protection (FDEP) and the Suwannee River Water Management District (SRWMD) to discuss the project in general and receive input from the various regulatory agencies on how best to achieve AWT and increased effluent disposal capability from a regulatory standpoint.

The Engineer shall evaluate the City's existing 120 acre recharge wetland to see how much combined effluent from the St. Margarets Water Reclamation Facility (SMWRF) and the Kicklighter Water Reclamation Facility (KLWRF) that the wetland can treat to a 3.0 mg/l total nitrogen (TN) limit. The wetland is hydraulically limited to approximately 1.5 MGD; however, it is believed that this wetland can treat anywhere from 3.0 MGD to 6.0 MGD of effluent to the 3.0 mg/l TN limit. Our subconsultant, Wetland Solutions Inc. (WSI), will evaluate the existing wetland by collecting water quality data for various nitrogen species from each of the various wetland cells for use in developing a wetland performance model. The wetland performance model will determine how much effluent the existing wetland can effectively treat to the 3.0 mg/l TN limit and how much additional wetland area (if any) will be needed to handle the combined 6.0 MGD of effluent from both the SMWRF and

KLWRF. Any required additional wetland areas would be assumed to be located at the Steedley Field, South Sprayfield, and/or the existing biosolids application sites. Conceptual layouts of any required additional wetland area(s) will be provided, as well as an opinion of probable project cost.

The Engineer shall also identify new potential effluent disposal sites so that the City's total effluent disposal capability matches the City's total wastewater treatment capacity of 6.0 MGD. These additional effluent disposal sites may include restricted public access sites (i.e., recharge wetlands, sprayfields, and/or agricultural sites) or public access reuse (PAR) sites (i.e., golf courses and/or new residential developments). Questionnaires would be sent to various property owners in the area, who appear to have the potential to use significant (i.e., > 100,000 gpd) of reclaimed water, to gauge their willingness and interest in receiving reclaimed water. An exhibit identifying the location of each of the potential reclaimed water users would be prepared, as well as an opinion of probable project cost to serve each entity.

The Engineer shall prepare a report summarizing the findings, recommendations, and opinions of cost for achieving AWT using recharge wetlands, as well as for identifying additional potential effluent disposal sites. Ten (10) copies of the report will be furnished to the City.

The Engineer shall prepare a Plan of Action to achieve the TN limit of 3.0 mg/l for all effluent to be land applied in accordance with Paragraph III. 2. c. I. of Administrative Order AO 227 NE on or before March 1, 2022.

ITEMS FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER

The Client shall provide the Engineer with the following information from the SMWRF, KLWRF, and the various effluent disposal sites and facilities prior to the Engineer being issued Notice to Proceed: all available record drawings, any relevant reports or studies, and all related sampling results.

The Engineer's scope of services does not include topographic surveying, design, the preparation of plans and specifications, permitting, bidding and award services, construction administration services, resident observation, zoning related tasks, wetlands surveys, flood plain permitting and/or flood plain mitigation, tree surveys, and boundary or easement related surveys.

TIME OF PERFORMANCE

The Engineer shall submit the Plan of Action to FDEP on or before March 1, 2022. The final report will be prepared and presented to the Client on or before July 1, 2022.

SCHEDULE OF FEES

Client shall pay the Engineer for services rendered as follows:

Site Visit: The Engineer shall be paid a lump sum fee of \$2,600.

Meeting with Regulatory Agencies: The Engineer shall be paid a lump sum fee of \$6,700.

Evaluation and Modeling of Wetland: The Engineer shall be paid a lump sum fee of \$36,000

Identify New Effluent Disposal Sites: The Engineer shall be paid a lump sum fee of \$14,800.

Prepare Final Report: The Engineer shall be paid a lump sum fee of \$17,000.

Prepare Plan of Action: The Engineer shall be paid a lump sum fee of \$2,400.

Total Engineering Fee = \$79,500

The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for changes in the project scope of work.

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 herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, 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 shall serve as Notice to Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void.

Sincerely,
Mittauer & Associates, Inc.

Accepted by
City of Lake City, Florida

Joseph A. Mittauer, P.E.
President

By: _____
Stephen M. Witt, Mayor

JAM/TPN/pj

Date: _____