

CITY COUNCIL RESOLUTION NO. 2023-122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER THREE TO THE CONTINUING CONTRACT WITH WETLAND SOLUTIONS, INC., PROVIDING FOR ENGINEERING SERVICES RELATED TO A SEPTIC REMEDIATION PLAN TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; PROVIDING FOR PAYMENT FOR THE PROFESSIONAL SERVICES AT A COST NOT TO EXCEED \$36,600.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (hereinafter the “City”) entered into a Continuing Contract for Professional Services with Wetland Solutions, Inc. (hereinafter “Wetland”), as authorized by City Council Resolution No. 2021-180 to provide the City with engineering and consulting services when and as needed when requested by the City, for any of the City Projects; and

WHEREAS, the Continuing Contract provides that Wetland shall perform services for 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 performed and compensation to be paid defined by and embodied in a separate Task Assignment; and

WHEREAS, the City desires to enter into Task Assignment Number Three to its Continuing Contract with Wetland for engineering services related to the submission of a septic remediation plan to the Florida Department of Environmental Protection (hereinafter “FDEP”), pursuant to the terms and conditions of Task Assignment Number Three, a copy of which is attached hereto and made a part of this resolution, and the Continuing Contract at a cost not to exceed thirty-six thousand, six hundred dollars and zero cents (\$36,600.00).

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 Three with Wetland for the additional services.

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

PASSED AND ADOPTED at a meeting of the City Council on this ____ day of October 2023.

CITY OF LAKE CITY, FLORIDA

By: _____
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Audrey E. Sikes, City Clerk

By: _____
Thomas J. Kennon, III,
City Attorney

TASK ASSIGNMENT NUMBER THREE TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND WETLAND SOLUTIONS, INC., A FLORIDA CORPORATION, FOR ENGINEERING SERVICES RELATED TO THE SUBMISSION OF A SEPTIC REMEDIATION PLAN

THIS TASK ASSIGNMENT NUMBER THREE is made and entered into this _____ day of October 2023, 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 WETLAND SOLUTIONS, INC., a Florida corporation (herein referred to as "Consultant").

RECITALS

A. City and Consultant have heretofore entered into a Continuing Contract for professional engineering and consulting services as authorized by City Resolution No. 2021-180 (the "Continuing Contract").

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 related to the submission of a septic remediation plan to the Florida Department of Environmental Protection (hereinafter "FDEP"), and the City desires to enter into this Task Assignment Number Three with Consultant for such services pursuant to the terms and conditions contained herein.

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 Three.
2. **PROJECT**: The City hereby engages Consultant, and Consultant

agrees to furnish to City the services and work as set forth in “Exhibit A” titled *Scope of Services*, that was provided by Consultant and a copy of which is attached hereto and made a part of this Task Assignment Number Three.

3. **COMPENSATION TO CONSULTANT:** City shall pay Consultant for its services a not-to-exceed fee of thirty-six thousand, six hundred dollars and zero cents (\$36,600.00). Consultant shall invoice the City in accordance with the terms and conditions included in the Continuing Contract and in no event more than once per calendar month and said fees shall equal a percentage of the completed work. Should a conflict in the terms and conditions arise the Continuing Contract shall be controlling.

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. Should any term or condition of the documents referenced herein conflict with a term or condition of the Continuing Contract, the term or condition of the Continuing Contract shall prevail and be binding.

5. **ATTORNEYS’ FEES AND COSTS.** In the event of a breach of the Continuing Contract or any provision of this Task Assignment by either party, the breaching party shall be liable for, and agrees to pay, all costs and expenses incurred in the enforcement of this Continuing Contract or this Task Assignment, including reasonable attorneys' fees and legal costs and fees incurred in seeking reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Number Three, the Continuing Contract, and “Exhibit A”, constitute the entire agreement between City and Consultant and supersedes all prior written or oral understandings with respect to the project. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachment hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Number Three may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND.** This Task Assignment Number Three shall be

binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

8. **EXECUTION IN COUNTERPARTS AND AUTHORITY TO SIGN.**

This Task Assignment, any amendments, or change orders related to the Task Assignment, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Assignment Number Three 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: _____
Thomas J. Kennon, III,
City Attorney

WETLAND SOLUTIONS, INC.

By: _____
Christopher H Keller,
President



SCOPE OF SERVICES

Clean Waterways Act Reporting

PREPARED FOR: Cody Pridgeon - Wastewater Director, City of Lake City
Paul Dyal - City Manager, City of Lake City

DATE: September 26, 2023

Purpose

The Clean Waterways Act (Chapter 2020-150, Laws of Florida) included several new water quality protection provisions to be undertaken by local governments that are intended to reduce the impact of nutrient pollution sources on Florida waters by strengthening certain Basin Management Action Plan (BMAP) requirements. One of the new provisions in the Clean Waterways Act, subparagraph 403.067(7)(a)9., Florida Statutes, requires local governments within a BMAP to develop a wastewater treatment facility and/or an onsite sewage treatment and disposal system (OSTDS) remediation plan(s) under certain circumstances. The Florida Department of Environmental Protection (FDEP) is required to adopt updated BMAPs by July 1, 2025, that incorporate these wastewater treatment and OSTDS remediation plans. The City of Lake City owns and operates two wastewater treatment facilities and its service area includes OSTDS that discharge within the Santa Fe River BMAP. Accordingly, the City must submit a draft plan to the FDEP complying with the statute by February 1, 2024, and a final plan by August 1, 2024. The plan(s) must include the following information:

For wastewater treatment facilities:

1. The facility's permitted capacity in average annual gallons per day;
2. The facility's permitted TN and TP effluent limits for the facility;
3. The annual TN and TP loads (showing both flow and concentrations) discharged from the facility over the past five years, estimated if necessary;
4. A capacity analysis for the facility, considering future growth over the next 20 years;
5. A list and ranking of facility construction, expansion, or upgrades necessary to meet applicable nutrient water quality requirements (for example, to meet nutrient effluent limits in BMAPs and TMDLs, section 403.064(17), Florida Statutes, requirements, or other statutory or regulatory requirements), and the estimated costs of these facility improvements; and,
6. A projected timeline of the dates by which the construction of any facility improvements, including new/extended sewer lines, will begin and be completed and the date by which operations of the improved facility will begin.

For OSTDS:

1. An inventory of the OSTDS (including locational information, such as GIS shape files, if available, or an excel spreadsheet with addresses and/or latitude and longitude) within the local government's jurisdiction or service area based on the best information available;
2. An estimate of future growth in new OSTDS over the next 20 years in the local government's jurisdiction or service area (including locational information, such as GIS shape files, if available, or an excel spreadsheet with addresses and/or latitude and longitude);
3. An inventory of OSTDS that are expected to be eliminated over the next 20 years through connection to central sewer lines of a domestic wastewater facility or other distributed wastewater system with additional nutrient reduction (including locational information, such as GIS shape files, if available, or an excel spreadsheet with address and/or latitude and longitude);
4. Identification of deadlines and interim milestones for the planning, design, and construction of new/extended central sewer lines and replacement of OSTDS by connection to the new/extended lines (including locational information, such as GIS shape files, if available, or an excel spreadsheet with address and/or latitude and longitude)
5. The estimated costs associated with the projects in 4) above;
6. For OSTDS that are not expected to be eliminated over the next 20 years through connection to central sewer lines, an estimate of the number of these OSTDS that will require upgrading to enhanced nutrient-reducing OSTDS or participating in a distributed wastewater treatment system with additional nutrient reduction (including locational information, such as GIS shape files, if available, or an excel spreadsheet with addresses and/or latitude and longitude) within the local government's jurisdiction, in order to meet the water quality objectives of the BMAP;
7. The estimated costs associated with upgrading to enhanced nutrient-reducing OSTDS that are identified in 6); and,
8. Any other cost-effective and financially feasible projects necessary to achieve the nutrient load reductions for OSTDS in order to meet the water quality objectives of the BMAP with estimated costs, timelines, and locational information.

Much of the required information for the wastewater facilities is available from recent permit renewal packages and on-going work the City has been conducting to develop BMAP compliance plans required by existing Administrative Orders (AO's). Limited information has been compiled to address the OSTDS requirements. The City has requested that Wetland Solutions, Inc. (WSI) assist with preparation and submittal of the required plans to the FDEP. A detailed scope of services is presented below.

Scope of Services

WSI intends to provide the required information in the format of an executive summary-style report with attached reference documents, GIS shapefiles, and spreadsheet files. The FDEP is not requesting lengthy, comprehensive reports.

Task 1 – Wastewater Plan

WSI will prepare a draft executive summary report that includes the six (6) items required by the FDEP that indicate how the City will achieve compliance with the Santa Fe River BMAP. Essentially, the requirement is that all reclaimed water achieve a total nitrogen (TN) annual average concentration not to exceed 3 milligrams per liter (mg/L) prior to discharge to the environment. WSI will satisfy the FDEP requirements by providing the following:

1. Permitted Capacity – WSI will summarize the permitted capacities of the St. Margarets and Kicklighter Water Reclamation Facilities and the Disposal Site. Current permits will be attached as supporting information.
2. TN and TP Limits – WSI will summarize the nutrient limits for the St. Margarets and Kicklighter Water Reclamation Facilities and the Disposal Site. The rationale for demonstrating BMAP compliance at the existing wetland (spatial average of surface water concentrations) and future wetlands will be explained. Current permits will be attached as supporting information.
3. TN and TP Loads – WSI will summarize TN and TP loads discharged to the wetland and two sprayfields for the prior 5 years. DMR data and wetland mass balances (already maintained by WSI) will be used for this analysis.
4. Capacity for Next 20 yrs – WSI will summarize and attach the recent Capacity Analysis Reports (CARs) that were submitted with the most recent permit renewal applications. Both CARs cover time periods in excess of the 20-year request.
5. Infrastructure Plan – WSI will summarize the City’s plans to convert the remaining sprayfields to recharge wetlands and to ultimately upgrade the Kicklighter facility to advanced wastewater treatment (AWT). The summary will list individual projects, cost estimates, and priority rankings. Recent reporting efforts by WSI and Mittauer & Associates will be used as supporting information.
6. Compliance Schedule – WSI will prepare a timeline summarizing the implementation schedule for the projects listed in item 5 above.

Task 2 – OSTDS Plan

WSI will prepare a draft executive summary report that includes the eight (8) items required by the FDEP that indicate how the City will achieve compliance with the Santa Fe River BMAP for OSTDS.

1. Current OSTDS Inventory – WSI will prepare a GIS map and list of current OSTDS within the City’s service area. The City will provide the GIS layer identifying the current service area boundary for water and wastewater and billing addresses for all wastewater customers.
2. Future OSTDS Growth – WSI will prepare a GIS map and list of potential future OSTDS installations based on future land use mapping provided by the Suwannee River Water Management District (SRWMD), Columbia County Planning and Zoning Department, North Florida Regional Planning Council, or similar sources. This analysis will cover a 20-yr planning period.

3. OSTDS Elimination – WSI will meet with the City to identify current and planned extensions of the wastewater collection system to determine the location and number of OSTDS that may be eliminated in the next 20 years. This information will be summarized as a GIS figure and list of sites.
4. OSTDS Elimination Schedule – WSI will collaborate with the City to develop a timeline for design and construction of the collection system extensions needed to eliminate the OSTDS identified in Item 3.
5. OSTDS Elimination Cost Estimate – WSI will develop a cost estimate for the projects identified in Items 3 and 4. WSI will use recent septic-to-sewer project costs as a basis for developing unit costs.
6. OSTDS Upgrades – For OSTDS that remain, WSI will estimate the number of OSTDS that will require upgrading to enhanced nutrient-reducing OSTDS or participating in a distributed wastewater treatment system with additional nutrient reduction. This information will be summarized as a GIS figure and list of sites.
7. OSTDS Upgrade Cost Estimate – WSI will prepare costs estimates to upgrade the number of systems identified in Item 6.
8. Other Projects – WSI will meet with the City to identify any other cost-effective and financially feasible projects necessary to achieve the nutrient load reductions for OSTDS in order to meet the water quality objectives of the BMAP. Estimated costs, timelines, and locational information will be provided.

Task 3 – FDEP Coordination Meetings

WSI will coordinate and attend up to four (4) virtual meetings with FDEP staff to confirm that the information being summarized is sufficient to meet the reporting requirements. WSI envisions that two (2) meetings will be held prior to submittal of the draft report (due February 1, 2024), and two (2) between submittal of the draft and submittal of the final report by August 1, 2024.

Assumptions

The task descriptions and proposed budget are based on the following assumptions:

- The City’s GIS department will assist with preparation of the following:
 - Service area boundary for water distribution and wastewater collection,
 - Locations of lift stations and wastewater infrastructure, and
 - Billing addresses/shapefiles for water and wastewater customers.
- The City’s Billing Department will provide billing addresses for customers that receive wastewater service if GIS shapefiles do not exist.
- The City will provide information related to location and platting for known planned developments.

Budget Estimate

Exhibit 1 summarizes the estimated costs for the tasks described above. Work will be billed and compensated on a time and materials basis, based on the attached rate schedule (Exhibit 2) and will be invoiced monthly.

Exhibit 1. Estimated Labor Costs for Clean Waterways Act Report Preparation

Task	Labor		Expenses					Total
	Hours	Total	Travel	Equipment	Outside Services	Postage	Expenses Total	
Task 1 - Wastewater Plan	46	\$ 6,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,900.00
Task 2 - OSTDS Plan	202	\$ 25,600.00	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 26,100.00
Task 3 - FDEP Coordination	24	\$ 3,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600.00
Total	272	\$ 36,100.00	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 36,600.00

Exhibit 2. WSI Labor Cost Schedule for Consulting Services

WSI Staff	Rate (\$/hr)
Principal Engineer	170
Senior Engineer	165
Principal Scientist	145
Project Geologist	140
Project Engineer	130
Senior CAD Technician	130
CAD Technician	110
Engineer Intern	90
Environmental Scientist	85

Schedule

WSI will submit the draft report to the FDEP by the statutorily required deadline of February 1, 2024, and the final report by August 1, 2024.

Effective Date of Authorization

This scope of work is effective on the date of execution and WSI is authorized to begin work upon receipt of written authorization from the City of Lake City. In witness of this agreement, the parties below provide their approval.

Wetland Solutions, Inc.

City of Lake City

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____