

**CITY COUNCIL RESOLUTION NO. 2023-023**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER EIGHT TO THE CONTINUING CONTRACT WITH MITTAUER & ASSOCIATES, INC., A FLORIDA CORPORATION; PROVIDING FOR ENGINEERING SERVICES ASSOCIATED WITH THE PREPARATION OF A DEP BIOSOLIDS SITE PERMIT RENEWAL APPLICATION; PROVIDING FOR A COST NOT-TO-EXCEED \$6,400.00; 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 Eight to its Continuing Contract with Mittauer & Associates for engineering services including, but not limited to, the preparation of a DEP Biosolids Site Permit Renewal Application, all in accordance with the terms and conditions of Task Assignment Number Eight, 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 Eight 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 Eight 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 Eight 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.

**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 March 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 EIGHT 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 EIGHT made and entered into this \_\_\_\_ day of March 2023, 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 associated with the preparation of a DEP Biosolids Site Permit Renewal Application.

D. The City desires to enter into this Task Assignment Number Eight with the Consultant for the aforementioned services pursuant to the terms and conditions contained herein and the attachment hereto.

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 Eight.

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 10, 2023, 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 three (3) tasks identified in Exhibit A as each task is completed for a total projected cost not to exceed six thousand four hundred dollars and zero cents (\$6,400.00).

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 Eight 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 Eight 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

**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 10, 2023

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

RE: Engineering Services Agreement  
2023 Biosolids Site Permit Renewal  
City of Lake City, Florida  
Mittauer & Associates, Inc. Project No. 8904-25-1

Dear Mayor and Council Members:

In accordance with our Agreement for Continuing Consulting Engineering Services, we are pleased to present the following proposal for Engineering Services for preparation of a DEP Biosolids Site Permit Renewal Application. This is required for the City to continue to land apply biosolids at the Branford Road Site. 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**

Engineer shall compile data and prepare the required DEP Biosolids Site Permit Renewal Application. Engineer shall respond to any DEP request for additional information in conjunction with this Scope of Services. These service are generally summarized as follows:

- Application Preparation:
  - Submission of Form 62-640.210(2)(d), including submittal of the appropriate processing fee (provided by Client) set forth in Rule 62-640.300(3)(c).
  - Completion of required Attachments, including, but not limited to, Site Information, Aerial Map with Application Zone Boundaries, Biosolids Storage Areas, Setback Exhibits, Groundwater Monitoring Analysis, and Soil Analysis.
  - Assessment of historic nutrient loading and application rates based on solids production from the City's wastewater treatment facility.

### **ITEMS FURNISHED BY CLIENT AT NO EXPENSE TO THE ENGINEER**

The Client shall provide the following items in a timely fashion and at no expense to the Engineer:

1. Annual biosolids summaries and site logs.
2. Historical data for the site, including nitrogen and metals loading for each land application zone.
3. Soil sampling results for each site.
4. All other site-specific information required to complete the application.
5. Permit fees.
6. Land Owner Consent.
7. Site Permittee Certification.

### **SCHEDULE OF FEES**

The Engineer shall be paid a lump sum fee of \$6,400 for the work included in the Scope of Services.

The scope of work does not include a site visit or preparation of a Nutrient Management Plan (NMP) update. The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested and changes in 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, federal sales tax, or value added tax (VAT), should they be required by law.

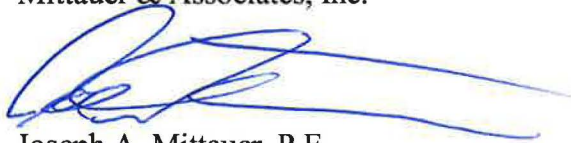
*[Remainder of Page Intentionally Blank]*

City of Lake City, Florida  
Engineering Services Agreement  
February 10, 2023  
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### 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.

A handwritten signature in blue ink, appearing to read 'J. Mittauer', with a long horizontal flourish extending to the right.

Joseph A. Mittauer, P.E.  
President

JAM/JPP/mar/pj

Accepted by  
City of Lake City, Florida

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

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