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**Town Commission**

**Minutes Special Meeting • Kimley-Horn Agreement Review**

***Via Virtual Conferencing***

**Tuesday • April 21, 2020 • 6:00 pm**

1.Call to Order: 6:00pm

2. Invocation and Pledge of Allegiance to Flag

3. Roll Call

*Commissioners Attending:*

* Joseph Aufmuth, Mayor Present
* Timothy Parker, Mayor Pro Tem Present *(joining after agenda approval)*
* Troy Blakely Present
* Mike Roberts Present
* *Seat #3 Vacant*
* Debbie Gonano, Town Administrator Present
* Andrea Parker, Town Attorney Present

4. Agenda Approval

***Motion made and second (Blakely/Roberts) to approve the agenda; Passed 3-0***

5. Kimley-Horn Professional Agreement

A) Professional Services Agreement Review

Discussion regarding the Professional Services Agreement lasted for nearly 1¼ hours. Attorney Parker outlined the details of the agreement, estimated to take four months to complete and costing $99,595 in engineering fees, but excluding permitting, application, and other project fees:

Task 1 – Construction Plans: Kimley-Horn will conduct a project kickoff with the Town, collect and review information from the Town, coordinate with the St. John’s River Water Management District (SJRWMD) and the Florida Department of Environmental Protection (FDEP) for permitting and sampling requirements, evaluate existing site conditions to identify a new well location, coordinate site boundary and topographic survey, prepare FDEP application, prepare conceptual site plan, prepare *Opinion of Probable Cost* for upper Floridan aquifer well, contract an electrical engineer, coordination of new well on consumptive use permit, and provide technical specifications for smart water meters.

Task 2 - Administration: Kimley-Horn will prepare bid packages, prepare and advertise bid notification, conduct pre-bid meeting with bidders, administer distribution of bid packages, respond to Requests for Information (RFI), review bid responses and tabulate results.

Task 3 – Construction Phase: Kimley-Horn will contract electrical engineer, attend pre-construction meeting, prepare *Notice to Proceed*, provide part-time on-site visits, respond to reasonable contractor requests, review and make recommendations of Change Orders, review shop drawings, evaluate acceptability of proposed substitute materials, review contractor’s payment applications, conduct final site visits, prepare permit close outs, review ‘as-built’ drawings provided by contractor, and complete FDEP permitting requirements.

*(The Floridan aquifer system is composed of two main aquifers: the upper Floridan aquifer and the lower Floridan aquifer.)* Mayor Pro Tem Parker questioned Proposal *Task 1, Item H: “Kimley-Horn will prepare 90% and 100% construction plans, specifications, and opinion of probable construction cost (OPC) for a single upper Floridan aquifer potable water supply well…”* Kimley-Horn proposed using Well #1 as a test well for performing geophysical logging for the new well; whereby water test samples used to determine water quality and production rates would be taken at 20’ intervals in the well. Parker felt that the two existing wells are upper aquifer wells, and he felt that by drilling to at least 400’-620’ and penetrating the second layer of the aquifer, the Town would get better water quality (although he stated that he was aware of local wells obtaining good water quality at 300’).

Mayor Pro Tem Parker reminded Lewis Bryant that he had suggested the possibility of drilling the well deeper at the January 20th meeting, and Parker wanted to know the justification for the proposal stating that the well depth would be in the single layer of the aquifer. Mr. Bryant explained that well conditions are not predictable, and that wells in Marion County had shown elevated sulfates at about 300’. Further, Lewis responded that deeper wells don’t necessarily produce better quality water. In the Marion County wells he drilled, the confining *(impervious)* layer started between 450-650’, but might need to go to 700-750’. His firm had recently drilled lower Floridan aquifer wells in Marion ($100/foot) and Sumter Counties with varying results, and Lewis suggested that a test well would be needed for such a well. His experience with these wells were that they produced high hydrogen sulfide and high iron concentrations.

Mayor Aufmuth asked if it was possible to include language in the agreement detailing that the well would be drilled to a depth producing the best water quality. Attorney Parker explained that parameters could always be established in the agreement. Lewis Bryant repeated that geophysical logging producing samples determining water quality and production would be taken in the existing well with the intention of using that information for drilling the new well to a depth of 400’ if needed (but within the upper aquifer). Answering the Mayor, Lewis stated that a casing (probably about 120’) needs to be imbedded and cemented into rock, that an open hole needs to be drilled through the rock, and that drilling would proceed (probably another 100’) until water quality and water production (determined by drawdown) meets the Town’s needs. Kimley-Horn does not have a depth-specific requirement in their design fee; but there is a set time frame of about seventeen weeks for completion of the project. Based on recent experience, Mr. Bryant estimated total cost of the project to be located at the existing water plant site including the well, well head, piping, chlorination, electrical, etc. between $450,000-$500,000.

The Mayor asked if the existing well plant site was the best place to drill the new well, or if it should be placed elsewhere. Mr. Bryant responded that the two existing wells have water quality history and that geophysical logging will be performed to determine that indications are as predicted. There might be another location for the new well, but the cost to relocate the entire water plant is probably not going to make it worthwhile; it would be cheaper to treat the water than move the entire plant. Trying to dial in parameters of the new well project, the Mayor asked if language such as *‘depth not to exceed 400’* or a *‘not to exceed cost’* should be included in the agreement; will grant funding cover the expected costs? Lewis Bryant answered that any restrictions included in the CDBG grant will need to be confirmed and that Kimley-Horn will be mindful of limitations of grant funding. Additionally, Mr. Bryant related that the *unmet needs* (tank mixer and smart meters) established in the grant have very low design costs. Lewis felt comfortable that CDBG grant funding would cover costs of an upper aquifer well which would meet the Town’s needs and the *unmet needs* projects. Mayor Aufmuth answered that the top priority is obtaining good water and that the *unmet needs* were secondary.

Ginny Mance *(255 W Smith Avenue)*, who had reviewed the contract, saw the logic in the procedure outlined and appreciated the Town Commission doing due diligence. She questioned the procedure and ramifications for change orders *(Task 3, Item E)*. The Mayor pointed out that the Town has the ability to review and approve recommended change orders.

Mayor Pro Tem Parker questioned if language in the agreement *(Task 1, Item H)* needed to be changed to accommodate this evening’s discussions? Commissioner Blakely wondered if we needed a new agreement. Attorney Parker summarized that these discussions fall within the terms of the agreement presented: a well in the upper Floridan aquifer. Lewis Bryant agreed with Attorney Parker’s interpretation. Mr. Bryant answered that Kimley-Horn uses the information on hand to prepare the bid parameters for the project. If circumstances warrant, a change order would be submitted changing the parameters of the construction cost bid. Restating, Mr. Bryant thought that the additional costs associated with drilling a lower Floridan well would not be covered by CDBG grant funding alone. If a lower aquifer well was requested, additional funding would be needed. Commissioner Roberts asked what permitting fees would cost; Mr. Bryant ballparked that a consumptive use permit would cost no more than $5,000.

***Motion made and second (Roberts/Parker) to accept the Kimley-Horn Professional Services Agreement as presented; Passed 4-0***

6. Adjourn 7:11pm

**MINUTES APPROVED:**

**As submitted \_\_\_\_\_\_ as amended \_\_\_\_\_ at Town Commission Meeting \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**Joseph L. Aufmuth, Mayor Debbie Gonano, Town Administrator/Clerk**