

**CITY COUNCIL RESOLUTION NO. 2022-119**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING TASK ASSIGNMENT NUMBER FOUR TO THE CONTINUING CONTRACT WITH GMUER ENGINEERING, LLC; PROVIDING FOR AN APPLICATION FOR A PERMIT FOR THE MAINTENANCE OF AN EXISTING DRAINAGE DITCH AT EVERGREEN DRIVE; PROVIDING FOR A COST NOT-TO-EXCEED \$4,700.00; 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 Gmuer Engineering, LLC (hereinafter “Gmuer”), as authorized by City Council Resolution No. 2021-179 with respect to engineering and consulting services for City projects; and

**WHEREAS**, the Continuing Contract provides that Gmuer 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 Four to its Continuing Contract with Gmuer for permitting services for the maintenance of an existing drainage ditch at Evergreen Drive, along with additional services, all of which are identified in the terms and conditions of Task Assignment Number Four, 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 the execution of Task Assignment Number Four with Gmuer 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 Four as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to Gmuer to exceed the pricing referenced herein. The Mayor is authorized and directed to execute and deliver Task Assignment Number Four 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 Gmuer shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions, if any.

**Section 4.** Effective Date. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council on this \_\_\_\_ day of October 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 FOUR TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND GMUER ENGINEERING, LLC, FOR PROFESSIONAL SERVICES RELATED TO THE PERMITTING FOR MAINTENANCE OF AN EXISTING DRAINAGE DITCH LOCATED AT EVERGREEN DRIVE.**

THIS TASK ASSIGNMENT NUMBER FOUR is made and entered into this \_\_\_\_ day of October 2022, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, located at 205 North Marion Avenue, Lake City, Florida 32055 (hereinafter referred to as the "City") and GMUER ENGINEERING, LLC, a Florida limited liability company, having a mailing address of 1135 NW 23<sup>rd</sup> Ave, Suite G, Gainesville, Florida 32609 (hereinafter referred to as "Consultant").

**RECITALS**

A. City and Consultant have heretofore entered into a Continuing Contract for professional services as authorized by City Council Resolution No. 2021-179 (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 desires to apply for a permit for the maintenance of a drainage ditch located at Evergreen Drive, and desires to enter into Task Assignment Number Four with Consultant for such services pursuant to the terms and conditions contained in Exhibit A, attached hereto, (hereinafter the "Services").

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 Task Assignment Number Four.
2. **PROJECT**: The City hereby engages Consultant and Consultant agrees to furnish to the City the Services identified in Exhibit A.
3. **COMPENSATION TO CONSULTANT**: City shall pay Consultant a fee for each of the five (5) services listed in Exhibit A and the total projected cost of the project shall not exceed \$4,700.00. 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, obligations, and requirements of the Continuing Contract are incorporated in and made a part of this Task Assignment and shall be binding on, and complied with by, the Consultant.
5. **ATTORNEYS' FEES AND COSTS**. In the event of breach by either party of the Continuing Contract or 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 Task Assignment Number Four, including reasonable attorneys' fees.

6. **ENTIRE AGREEMENT.** This Task Assignment Number Four 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. Should any of the provisions of this Task Assignment and the Continuing Contract conflict with the provisions of the attachments hereto, the provisions of this Task Assignment and the Continuing Contract shall control. This Task Assignment Number Four may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7. **PARTIES BOUND.** This Task Assignment Number Four 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.

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

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Task Assignment Number Four 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

**GMUER ENGINEERING, LLC**

By: \_\_\_\_\_  
Christopher A Gmuer  
Authorized Member - President

<b>MEETING DATE</b>
10/17/2022

# CITY OF LAKE CITY

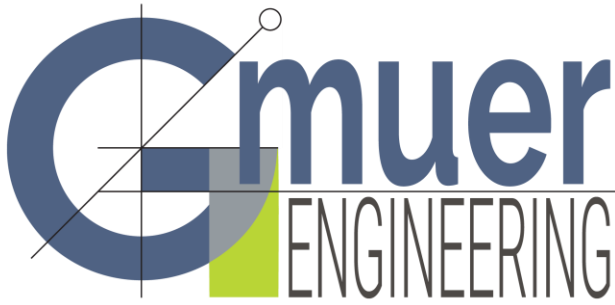
## Report to Council

COUNCIL AGENDA	
<b>SECTION</b>	
<b>ITEM NO.</b>	

**SUBJECT:** Engineering for ditch maintenance - Evergreen Drive

**DEPT / OFFICE:** Public Works

<b>Originator:</b> Steve Brown		
<b>City Manager</b> Paul Dyal	<b>Department Director</b> Steve Brown	<b>Date</b> 9/21/2022
<b>Recommended Action:</b> Proceed with the engineering as recommended and provide a task assignment.		
<b>Summary Explanation &amp; Background:</b> While attempting to complete maintenance on the drainage ditch located at 508 Evergreen the city performed work that was viewed as exceeding our permit issued by SRWMD. After a field inspection with SRWMD they have requested an additional permit to complete the restoration and maintenance on the project.		
<b>Alternatives:</b> None		
<b>Source of Funds:</b> 001-15-541-030.31		
<b>Financial Impact:</b> Approximately \$4,7000		
<b>Exhibits Attached:</b> Please see attached		



September 9, 2022

Owner: Lake City  
Stephen Brown, Director

Re: 508 Evergreen Drainage Restoration

Dear Stephen,

Thank you for the opportunity to submit this proposal for professional services. The project scope and services are listed below and our standard agreement for professional services is attached for your signature. Contact us if you have any questions or would like changes made to this proposal. When returning the signed agreement, please indicate whether we should proceed immediately or wait for future direction. We look forward to working with you.

**Project understanding and scope:**

The City began to perform maintenance of an existing drainage ditch located within a 40ft drainage and utility ROW that runs between lots 9 and 10 of Block 12 of the Forest Hills Unit One subdivision. The City was interrupted and notified by SRWMD staff of the need to apply for a permit with the District. A previous general permit was issued in 1999 for similar maintenance on this same ditch under SRWMD ERP 206504-1. The City would like to complete the maintenance on the ditch in a way that would comply with any allowances FAC would allow. The SRWMD staff have responded that the maintenance operations should be processed as an exemption under 62-330.051(15) if it is the intent of the City to reconstruct or restore the existing conveyance system. If so, there is an official request for exemption determination with appropriate documentation to demonstrate compliance with the criterial.

To facilitate the project, Gmuer Engineering, LLC (GmuerEng) will complete due diligence of the permitting history of the drainage right-of-way, complete a site visit, review the exception criteria discussed by SRWMD, prepare applicable justification letter and exhibits in support of an exemption request, submit the exception request to the Suwannee River Water Management District (SRWMD), supply the permit and parameters of the work to the City, and complete a site visit at the substantial completion of activities and notify the SRWMD. The services are more specifically outlined in the following sections.

**GmuerEng has not included the following services in this proposal:**

- Preparation of engineered site plans, scaled plans, etc.
- Evaluation of the presence or impacts of any listed species or any other environmental features



**Other conditions of this proposal:**

- Parameters provided by GmuerEng are approximate. Any resulting costs are the responsibility of the City.
- The following costs will be billed as direct reimbursable to the City:
  - All printing, shipping, and materials costs for submittals, response to comments, etc.
- Owner is responsible for supplying all permitting fees, impact fees, connection fees, etc.
- Additional services may be required for changes made after reviewing agency approval.

**Fee:** To be invoiced in portions based upon Engineer's estimate of services completed. Each task and its associated fee are outlined below. See the attached agreement for details.

<b>\$300</b>	Due diligence of the Permitting History
<b>\$500</b>	Site meeting with SRWMD and City Staff
<b>\$2,000</b>	Prepare Exemption Application Package with justification letter and applicable schematic exhibits
<b>\$1,400</b>	Permitting the Exception Determination with the SRWMD and Respond to Comments
<b>\$500 per Visit</b>	Once at the substantial completion of activities and as requested by City

Sincerely,

Gmuer Engineering, LLC



Christopher A Gmuer, PE

President