

**CITY COUNCIL RESOLUTION NO. 2023-065**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING THE EXECUTION OF TASK ASSIGNMENT NUMBER TWO TO THE CONTINUING CONTRACT WITH WETLAND SOLUTIONS, INC., PROVIDING FOR ENGINEERING SERVICES RELATED TO GWEN LAKE; PROVIDING FOR PAYMENT FOR THE PROFESSIONAL SERVICES AT A COST NOT TO EXCEED \$23,700.00; 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 Two to its Continuing Contract with Wetland for engineering services related to the engineering plans and permit applications to prepare for the rehabilitation of the outlet structure, removal of sediment, and restoration of Gwen Lake to an open water condition, pursuant to the terms and conditions of Task Assignment Number Two, a copy of which is attached hereto and made a part of this resolution, and the Continuing Contract at a cost not to exceed twenty three thousand, seven hundred dollars and zero cents (\$23,700.00).

**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 Two 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 Two 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 Two 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 June 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 TWO TO THE CONTINUING CONTRACT BETWEEN THE CITY OF LAKE CITY, FLORIDA, AND WETLAND SOLUTIONS, INC., A FLORIDA CORPORATION, FOR ENGINEERING SERVICES RELATED TO GWEN LAKE**

THIS TASK ASSIGNMENT NUMBER TWO is made and entered into this \_\_\_\_\_ day of June 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 engineering plans and permit applications to prepare for the rehabilitation of the outlet structure, removal of sediment, and restoration of Gwen Lake to an open water condition, and the City desires to enter into this Task Assignment Number Two 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 Two.
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 Two.

3. **COMPENSATION TO CONSULTANT:** City shall pay Consultant for its services a not-to-exceed fee of twenty three thousand, seven hundred dollars and zero cents (\$23,700.00). 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, 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 Two, 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 Two may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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



## **EXHIBIT A**

6212 NW 43<sup>rd</sup> Street, Suite A  
Gainesville, FL 32653  
(386) 462-9286  
(386) 462-3196 fax

### SCOPE OF SERVICES

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## **Gwen Lake Restoration Project – Preliminary Engineering Phase**

**PREPARED FOR:** Paul Dyal – City Manager, City of Lake City

**DATE:** May 25, 2023

### **Purpose**

The City of Lake City owns Parcel 31-3S-17-06000-999 which includes Gwen Lake (~7 acres), surrounding lake edge, and an outflow channel from the lake that discharges to the southwest. Privately-owned parcels lie adjacent to the north and west shoreline of the lake. The City-owned property is designated as a park. A water level control structure is located on the southwest shore of the lake and discharges to the City-owned drainage channel. The structure partially collapsed and was undermined sometime prior to early 2017, resulting in a dramatic lowering of the normal lake water level and establishment of emergent wetland herbaceous plants and shrubs in the shallower water. A channel conveys baseflow and stormwater flows into the lake along the northeast shoreline. Extreme flow events resulted in the formation of a sediment delta that now supports similar wetland plants and shrubs. Improvements have been made to the inlet channel and structure to reduce the sediment load, but engineering plans and permit applications have not been prepared for rehabilitation of the outlet structure, removal of sediment, and restoration of the lake to an open water condition.

The City has requested that Wetland Solutions, Inc. (WSI) assist with advancing the project by completing necessary field investigations, evaluating the regulatory permitting pathway, and identifying potential funding sources. A detailed scope of services for these tasks is presented below.

### **Scope of Services**

#### ***Task 1 – Field Data Collection***

Preliminary coordination with regulatory staff indicated the need to identify the extent and depth of the accumulated sediment plume and to evaluate the ecological functional value of the lake in its current and proposed future conditions.

##### **Task 1.1 – Lake and Tributary Stream Delineations and Functional Value Assessment**

WSI will delineate the lake edge and outflow channel through a combination of topographic data and aerial photography interpretation and field assessment of wetland hydrology, soils, and vegetation. Temporary flagging will be placed and numbered identifying the wetland and surface water boundaries. WSI will assess the ecological condition of the lake using the Unified Mitigation Assessment Method (UMAM) to develop a pre-project functional value score.

### **Task 1.2 – Sediment Plume Mapping**

WSI will use a combination of survey equipment and sediment coring devices to delineate the sediment plume and measure deposition thicknesses so that the accumulated sediment volume and prior lake bathymetry can be estimated.

### **Task 1.3 – Limited Engineering Survey**

WSI will conduct a limited engineering survey to approximately locate the wetland/surface water delineation flags and to locate the edges and relative elevations of the sediment plume. This effort will not result in the preparation of boundary, topographic, or other surveys that may be needed for final design and permitting.

## **Task 2 – Regulatory Coordination**

### **Task 2.1 – Field Review**

WSI will coordinate a field meeting with regulatory environmental staff to review the wetland/surface water boundaries and pre-project UMAM score. Post-project UMAM scores will also be discussed with the intent of understanding the likelihood of needing supplemental mitigation to offset project impacts.

### **Task 2.2 – Environmental Resource Permitting Pre-Application Meeting**

WSI will coordinate a pre-application meeting with regulatory environmental, water resources, and funding staff to discuss the results of the data collection efforts, identify outstanding data, clarify hydrologic and hydraulic modeling needed for design and permitting, and identify potential funding sources.

## **Task 3 – Funding Application Assistance**

WSI will assist the City with completing funding applications for sources identified during the pre-application meeting.

## **Task 4 – Conceptual Planning Document**

WSI will prepare a brief planning document summarizing the results of the field data collection and regulatory coordination tasks. The document will include conceptual layouts and figures for a rehabilitated outlet structure and shoreline vegetative enhancements, assuming that the enhancements are likely to provide adequate functional value to offset losses caused by returning the system to an open water condition. The document may be used to convey information to City officials, the public, and funding agencies.

## **Assumptions**

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

- The property is owned by the City. The City authorizes WSI staff to access the property as needed to complete the work.
- The City's surveyor will establish two (2) temporary benchmarks prior to WSI completing the engineering survey. The City will provide WSI with the horizontal location of the

benchmarks in the State Plane Florida North (U.S. feet) coordinate system and vertical elevation relative to the North American Vertical Datum 1988.

## 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 Gwen Lake Restoration Project**

Task	Labor		Expenses					Total
	Hours	Total	Travel	Equipment	Outside Services	Postage	Expenses Total	
Task 1 - Field Evaluations	87	\$ 10,200.00	\$ 300.00	\$ 600.00	\$ 500.00	\$ -	\$ 1,400.00	\$ 11,600.00
Task 2 - Regulatory Coordination	22	\$ 3,100.00	\$ 300.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 3,400.00
Task 3 - Funding Assistance	20	\$ 2,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600.00
Task 4 - Conceptual Planning Document	54	\$ 6,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,100.00
<b>Total</b>	<b>183</b>	<b>\$ 22,000.00</b>	<b>\$ 600.00</b>	<b>\$ 600.00</b>	<b>\$ 500.00</b>	<b>\$ -</b>	<b>\$ 1,700.00</b>	<b>\$ 23,700.00</b>

**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 anticipates completing the work within 3 months of receipt of notice-to-proceed.

## 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: \_\_\_\_\_