

**CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING
AGENDA**

DATE: TUESDAY, NOVEMBER 17, 2020
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson
Council President Justin Head
Vice-President Marguerite Robinson
Vacant
Councilmember Debra Jones
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman
City Attorney Fred Koberlein
City Clerk Latricia Wright
Deputy City Manager CJ Zimoski
Finance Director Stephen Bloom

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

ITEM – 1 – ADDITIONS, DELETIONS, CHANGES AND APPROVAL OF THE AGENDA

ITEM – 2 – PUBLIC PARTICIPATION

ITEM – 3 – CONSENT AGENDA (pp 4-13)

- Council minutes from November 04, 2020
- Resolution 2020-76: A Resolution of the City Council of the City of Williston, Florida Authorizing the Purchase of a Wood-Mizer LT15 Wide Sawmill in the amount of \$11,695.00.

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCILOR UPDATES

- CITY MANAGER JACKIE GORMAN
- DEPUTY CITY MANAGER CJ ZIMOSKI

B. DISCUSSION WITH POSSIBLE ACTION: CONTINUED DISCUSSION OF PARK HOURS- PRESIDENT JUSTIN HEAD.

ITEM – 5 – NEW BUSINESS –

A. DISCUSSION WITH POSSIBLE ACTION: SURPLUS AND SALE OF THE 2007 F550 SQUAD TRUCK- FIRE CHIEF LAMAR STEGALL (pp 14)

B. RESOLUTION 2020-77: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPROVING THE COOPERATIVE FUNDING CONTRACT (Q197) WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

DISTRICT AND TWO CONTRACTS FOR ENGINEERING SERVICES WITH WRIGHT-PIERCE FOR THE JOHN HENRY PARK STORMWATER IMPROVEMENTS, OPTION B PROJECT. – DENNIS DAVIS WITH WRIGHT-PIERCE. (pp 15-51)

- C. RESOLUTION 2020-78: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2019-20 GENERAL FUND BUDGETS AND PROVIDING AN EFFECTIVE DATE. - FINANCE DIRECTOR STEPHEN BLOOM. (pp 52-55)
- D. REVIEW OF FY 2020 FINANCIAL REPORT. - FINANCE DIRECTOR STEPHEN BLOOM. REVIEW OF FY 2020 FINANCIAL REPORT. - FINANCE DIRECTOR STEPHEN BLOOM. (pp 56-78)
- E. FIRST READING ORDINANCE NO. 688: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE SUBMISSION OF AMENDMENTS TO THE CITY CHARTER, AMENDING THE COMPENSATION OF THE COUNCILMEMBERS AND MAYOR, TO THE CITIZENS THROUGH A REFERENDUM; AND PROVIDING FOR AN EFFECTIVE DATE. - MAYOR ROBINSON AND PRESIDENT HEAD. (pp 79-82)
- F. DISCUSSION WITH POSSIBLE ACTION: APPOINTING A TEMPORARY APPOINTMENT TO THE CITY COUNCIL/GROUP "D". – PRESIDENT HEAD.(pp 83-94)

ITEM – 6 – PUBLIC PARTICIPATION

ITEM – 7 – ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

NEXT SCHEDULED MEETING DECEMBER 8, 2020 AT 6:00 P.M.

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/CityOfWillistonFL>

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3122
- One-touch: <tel:+16467493122,645230685#>

Access Code: 645-230-685

YouTube Link: <https://www.youtube.com/channel/UCKt1468kcNjBS2AYgOaBsRQ>

Clicking this link will enable you to see and hear the Council meeting.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

** Because this meeting is being held in person, Florida law requires that it be open to the physical presence of the public. To maintain proper health precautions, we will maintain 6' separations in the meeting room and we will offer additional seating in another area for the overflow if needed. Also, we encourage the use of face masks in the meeting room. (Limitation of 50 people)

We invite you to continue participating in our council meetings via telephone or the Internet as we have been doing for the last several weeks. **

Minutes of the City Council meeting may be obtained from the City Clerk's office. The minutes are recorded, but not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be borne by the requesting party.

In accordance with Section 286.0105, Florida Statutes, notice is given that if a person wishes to appeal a decision made by the City Council with respect to any matter considered at this meeting they will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Mayor through the City Clerk's office no later than 5:00 P.M. on the day prior to the meeting.

**CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING
MINUTES**

DATE: WEDNESDAY, NOVEMBER 4, 2020
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson
Council President Justin Head
Vice-President Marguerite Robinson
Councilmember Vacant
Councilmember Debra Jones
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman
City Attorney Fred Koberlein
Deputy City Manager CJ Zimoski

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and Pledge of Allegiance to the flag was led by Mayor Robinson.

ITEM – 1 – ADDITIONS, DELETIONS, CHANGES AND APPROVAL OF THE AGENDA

Vice-President Robinson moved to accept agenda as written. Councilmember Jones seconded. Motion carried by saying “Aye” 4-0.

ITEM – 2 – PUBLIC PARTICIPATION

Cassandra Williams addressed comments made by Mr. Charles Goodman at the October 20, 2020. She referenced Mr. Goodman’s statement that Mayor Robinson had approached Mr. Goodman about approving \$100,000 without the Council’s approval. She was surprised by the silence of the Council, whether it was because of Mr. Goodman’s actions or because they had just been made aware of the meeting. Mr. Robinson did not rebuff the claim made by Mr. Goodman. She asked President Head if a meeting occurred between the Mr. Goodman and Mayor Robinson was that a Sunshine Law violation? Mr. Head asked the timer to be stopped. President Head asked City Attorney Koberlein if Council asks questions during Public Participation. If Council choses to answer, how does that effect the timer?

City Attorney Koberlein said it is time for Public Comments, not question and answer, and you should generally not engage a question and answer session. The item should be on the agenda so it can be discussed. If you do want to engage in a question and answer session, it is up to Council to decide when the timer is stopped. There is no law as to if the 5 minutes should be counted or not. He suggested the Council does not engage in a question and answer session during Public Comments. President Head responded to Ms. Williams that he is willing to speak with her and it can be an agenda item if she wants further discussion.

Ms. Williams directed a comment at Mayor Robinson that he said he will not resign as Mayor under any circumstances. She said it is true he does not have to resign but he should address the

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

secret meeting with Mr. Goodman and she wanted to leave the Mayor with one last statement, "Black Lives Matter and you can quote me on that".

Carol Fortney said that it is very easy to critique someone, and that Mayor Robinson always has the City's best interests in mind, and she is proud of the City and the Mayor.

ITEM – 3 – CONSENT AGENDA

- Council minutes from October 22, 2020
- Resolution 2020-60; a Resolution of the City Council of the City of Williston, Florida, Authorizing the Purchase of a Thompson 6" Water Pump as Budgeted in the 2020/2021 CIP Equipment Purchase Program.
- Resolution 2020-72; a Resolution of the City Council of the City of Williston, Florida, approving a proposed final subdivision plat for Cottage Cove North, Phase 3.
- Resolution 2020-73; a resolution of the city of Williston, Florida, granting with appropriate conditions and safeguards, a special exception per ordinance 673 of the City of Williston Code of Ordinances; providing for a Special Exception to the permitted uses within residential zoning to allow horses for non-commercial purposes on parcels of three (3) acres or more (but less than eight (8) acres) within the corporate limits of the city of Williston, Florida; and providing an effective date.

Councilmember Jones moved to approve Consent Agenda. Vice-President Robinson seconded. Motion carried by saying "Aye" 4-0.

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCILOR UPDATES

- CITY MANAGER JACKIE GORMAN – City Manager Gorman stated she had no updates at this time. President Head said he appreciates the weekly updates.
- DEPUTY CITY MANAGER CJ ZIMOSKI – Deputy City Manager Zimoski told the Council that the contractor has a part backordered for the automatic door opener at the front door of City Hall. The Foolish Pleasure sign has finally deteriorated, and he asked if the Council wants a new sign. Councilmember Jones said it is part of what Williston is. Maybe the farm would help if they put their name on it. Mr. Zimoski will put more research into it.
- Councilmember Ross asked for an update with WastePro. City Manager Gorman told Council they did meet with them and a draft of terms was submitted to City Attorney Koberlein.
- President Head mentioned they are in the process of appointing someone to the vacant seat of City Council. Terry Witt, reporter from Spotlight on Levy County Government asked if Mr. Goodman needed to give a written resignation. City Attorney Koberlein answered that it is not required, nor can it be compelled.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

ITEM – 5 – NEW BUSINESS

A. DISCUSSION WITH POSSIBLE ACTION: PARK HOUR WAIVER – DEPUTY CITY MANAGER CJ ZIMOSKI – TABLED

Discussed park hours. President Head asked this be brought back for discussion.

B. DISCUSSION WITH POSSIBLE ACTION: REQUEST FOR EXTENSION ON LIEN REDUCTION FOR PROPERTY LOCATED AT 415 SE 4TH DRIVE, CAROL CHICO (FORMERLY OWNED BY FALISI) – CITY MANAGER JACKIE GORMAN

City Manager Gorman discussed the issues the property owner is having as they are currently residing in Puerto Rico. The property is in compliance. President Head mentioned that with the holidays coming up he is willing to give her 90 days from October 22, 2020. Passed by general consent.

C. RESOLUTION 2020-69: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPROVING THE 2021 GENERAL MUNICIPAL ELECTION DATES AND PROCESS AND ESTABLISHING AN EFFECTIVE DATE - CITY MANAGER JACKIE GORMAN

Councilmember Jones moved to approve Resolution 2020-69. Vice-President Robinson seconded. Motion carried by saying “Aye” 4-0.

D. RESOLUTION 2020-70: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPOINTING A CANVASSING BOARD FOR THE 2021 GENERAL MUNICIPAL ELECTIONS AND ESTABLISHING AN EFFECTIVE DATE - CITY MANAGER JACKIE GORMAN

Vice-President Robinson moved to approve Resolution 2020-70. Councilmember Jones seconded. Motion carried by saying “Aye” 4-0.

E. CONTINUING ECONOMIC DEVELOPMENT SERVICES - CITY MANAGER JACKIE GORMAN

City Manager Gorman discussed economic development and that this is to continue to use the services being supplied by Dr. Lynn Patterson. Council had no questions or issues.

ITEM – 6 – PUBLIC PARTICIPATION

None

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

ITEM – 7 – ANNOUNCEMENTS

Councilmember Ross mentioned that the Pawn Shop near the top of the hill has the roof falling in and it is a danger. City Manager Gorman said they will address it.

Councilmember Jones asked about the electric contract. Deputy City Manager Zimoski said the contract has been approved and they are getting access agreements together.

Mayor Robinson informed everyone that Veteran's Day will be held on Wednesday November 11, 2020 at 11:00 a.m. at Heritage Park Pavilion.

ITEM – 8 – ADJOURNMENT

Vice-President Robinson moved to adjourn meeting at 6:45 p.m. Councilmember Jones seconded. Motion carried by saying "Aye" 4-0.

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You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

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- One-touch: <tel:+16467493122,645230685#>

Access Code: 645-230-685

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CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

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Date: November 17, 2020

COUNCIL AGENDA ITEM

RESOLUTION 2020-

REQUESTED BY: CJ ZIMOSKI

PREPARED BY: CJ ZIMOSKI

BACKGROUND / DESCRIPTION: The City of Williston Public Works/Utility Departments have budgeted the purchase of a sawmill which will aid in the reduction of expenses when doing concrete form work and replacing the decking on trailers. The increased cost of this sawmill is due to the upgrade of the drive engine from gasoline to diesel.

LEGAL REVIEW: N/A

FISCAL IMPACTS: \$11695.00 total, \$10000 CIP, \$1695 spread between various departments material and supply budget.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

CONTRACT **RESOLUTION 2020-76** **MAP**

LEASE **OTHER DOCUMENTS**

CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED

COUNCIL ACTION:

APPROVED

DENIED

RESOLUTION 2020-76

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE PURCHASE OF A WOOD-MIZER LT15 WIDE SAWMILL IN THE AMOUNT OF \$11,695.00.

WHEREAS, THE CITY OF WILLISTON PUBLIC WORKS/UTILITY DEPARTMENTS DESIRE PURCHASING A WOOD-MIZER BAND SAW MILLAND;

WHEREAS, THE 2020/21 CIP BUDGET CONTAINS AN ALLOCATION IN THE AMOUNT OF \$10,000 FOR THE PURCHASE OF SAID SAWMILL AND THE REMAINING BALANCE WILL BE PAID FROM INTER-DEPARTMENTAL BUDGES

WHEREAS, UPON APPROVAL OF THIS RESOLUTION STAFF WILL BEGIN THE PROCUREMENT PROCESS TO PURCHASE SAID SAWMILL

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Williston, Florida, as follows:

SECTION 1. The above recitals are true and accurate and are made a part of this resolution.

SECTION 2. The City Council hereby authorizes the purchase of a Wood-Mizer LT 15 Wide Sawmill

SECTION 3. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this 17th day of November, 2020

CITY OF WILLISTON, FLORIDA

ATTEST:

Justin Head, Council President

Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Frederick L. Koberlein, Jr., City Attorney



CITY OF
WILLISTON
FLORIDA

50 N.W. Main ST. • P.O. Drawer 160 • Williston, Florida 32696-0160
Phone (352) 528-3060 • Fax (352) 528-2877

PO NUMBER: 1458

To: **EMERALD TRANSFORMER**
4509 US HWY 83 N.
DEFUNIAK SPRINGS, FL. 32435

DATE: 11/03/2020

Ship To: City of Williston
50 NW Main St.
Williston, FL. 32696

Shipping Instructions:
505 N.W 4TH ST.
Williston, FL. 32696

Quantity:	Description:	Unit Price:	Total Price
1 EA.	T15WIDE Portable Sawmill WITH 17 HP DIESEL.	\$11,495.00	\$11,495.00

Total: \$11,495.00

INSTRUCTIONS TO VENDOR: Mail all invoices in duplicate, Showing Purchase Order Number, to the Purchasing Department, City of Williston, immediately upon shipment of goods. Show cash discount on all invoices. Please acknowledge ThisPurchase Order shipping date

CITY OF WILLISTON, FLORIDA

The mission of the City of Williston is to offer an efficient affordable and safe place to live, work and play.

Mayor – JERRY ROBINSON / President – JUSTIN HEAD
Vice President – MARGUERITE ROBINSON
Council members -CHARLES GOODMAN – DEBRA JONES – ELIHU ROSS
City Manager –JACKIE GORMAN / Deputy City Manager CJ ZIMOSKI / City Clerk – LATRICIA WRIGHT



PURCHASE ORDER REQUEST FORM

Date: 11/03/2020	Date Required: ASAP
Vendor Name: WOOD-MIZER	
Address: 74 PINE RD.	
City, State, Zip: NEWNAN, GA. 30263	
Phone Number: 770-251-4894	Email:

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1 EA	T15WIDE Portable Sawmill WITH 17 HP DIESEL	\$11,495.00	\$11,495.00
	BUGETED ITEM 2020-2021 YEAR		
		TOTAL:	\$11,495.00

Fund	Department	Division	Type/Object

CJ Zimoski Department Head Name (Print)	 Department Head Signature
 Finance Approval 1458	 City or Deputy City Manager Approval 11/3/2020
Purchase Order Number Assigned:	Date Number Assigned

INSTRUCTIONS
Please print legibly and complete the entire form

- Vendor Name:** The vendor name, complete mailing address, telephone number, and fax number are ALL required. If there is more than one address for this vendor, then indicate the address where the purchase order is to be sent. If the vendor is an individual, the person's legal name must be provided with middle initial, i.e. William E. Smith (not Bill Smith).
- Date:** Date of the request. **Date Required:** Date by which delivery is needed.
- Quantity, Description, Unite, Price & Total Price:** For each item provide quantity, a complete description and the unit price.
- Purchase Order Number:** Assigned by Purchasing Department.
- Required Attachments:**
1. Formal Request for Bid or Formal Request for Quotes and
 2. Original Vendor Quotes or Proposal and
 3. Quote or Bid Tabulation Sheet and
 4. Resolution Approving Bid or Approval of City Manager

Print



Wood-Mizer South
 74 Pine Road
 Newnan, GA 30263
 Phone 770.251.4894
 Fax 770.251.4896

Quote

Quote# Q597289362

Bill To CITY OF WILLISTON ATTN: C J ZIMOSKI 50 NORTHWEST MAIN STREET WILLISTON, FL 32696 USA	Shipping Address CITY OF WILLISTON 74 Pine Rd Newnan, GA 30263 USA	Customer# g003801 Phone 352-528-3060 PO# Salesperson COLEMAN, JUSTIN	Quote Date 11/3/2020 Taxcode Tax Interface Terms CREDIT CARD Ship Via GA PICKUP
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Line	Item	Description	U/M	QTY Ordered	Shipped	Sale Price	Total Price
1	LT15D17W	Sawmill, LT15 17HP Diesel, Wide	ea	1.00	0.00	12,495.00	12,495.00
2	ZDSM	MILL MANIA MONTH	ea	1.00	0.00	-1,000.00	-1,000.00
3	B3751764S-5	Blade QTY-5, 0.045x1.25x176;4°	BX	1.00	0.00	131.00	131.00
4	ZDSM	Sawmill Discount	ea	1.00	0.00	-131.00	-131.00

Payment

Sub Total:	\$11,495.00
Freight	\$0.00
Sales Tax	\$804.65
Total Price	\$12,299.65
Less Prepayment	\$0.00
Total Price	\$12,299.65

Handwritten:
 \$11,495.00
 DW

1. All prices are in US dollars. Prices valid for 30 days from quote date.
2. Buyer is liable for all the applicable sales and use taxes.
3. Date to Ship is subject to change.
4. A 10% deposit is required for ordering sawmills and other finished goods.

Date: November 17, 2020

COUNCIL AGENDA ITEM

TOPIC: Sale and Surplus of the 2007 F550 Squad Truck

REQUESTED BY: LAMAR STEGALL

PREPARED BY: LAMAR STEGALL

BACKGROUND / DESCRIPTION: Permission to surplus and sale the 2007 F550 Squad Truck. The engine is blown and estimated repair cost is \$35,000.00.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

APPROVED

DISAPPROVED

Date: November 17, 2020

COUNCIL AGENDA ITEM

TOPIC: John Henry Park Stormwater Project – Request for approval of: Cooperative Funding Agreement with the SWFWMD (Q197) and two Engineering Services Contracts with Wright-Pierce.

REQUESTED BY: CJ ZIMOSKI

PREPARED BY: CJ ZIMOSKI

BACKGROUND / DESCRIPTION: The City completed a comprehensive study of stormwater flooding issues in March of 2019. This multi-year project was funded by the SWFWMD through their Cooperative Funding Initiative (CFI) Project No. N590 which was approved in FY2015.

The final report from this effort identified eight projects to relieve flooding throughout the City including two alternative projects to relieve funding around John Henry Park. The City submitted a second CFI grant funding application to the SWFWMD in October of 2019 to provide funding for John Henry Park Option B stormwater project. The project required a 25% match from the City which was originally contemplated to be in-kind services to construct a portion of the project. The SWFWMD recently notified City staff that in-kind services are not allowed as part of the CFI grant program and that the City will be required to put up a cash match for the project instead of in-kind services.

On August 18, 2020 the Council approved Resolution 2020-43 which approved City Staff to move forward with completion of the SWFWMD Cooperative Funding Agreement. The Resolution also approved the City's required match for FY21(\$100,000) and FY22 (\$140,750) in order to implement this project.

As noted at the August 18 meeting a separate Resolution would be brought before the Council to approve the contract with the SWFWMD and the design contract with the City's Engineering Consultant, Wright-Pierce. Wright-Pierce has provided a proposal to perform the engineering design, permitting, bidding and construction phase services for the project. The engineering fees were included within the overall budget within the Cooperative Funding Agreement for the John Henry Park Stormwater Project.

Additionally, another water and sanitary sewer utility related infrastructure improvements were identified that need to be made in the vicinity of John Henry Park. These improvements will be permitted by Wright-Pierce under a separate contract and constructed by the City of Williston. A second Engineering Services in the amount of \$10,446 is attached.

This agenda item requests that the City Council approve:

1. Cooperative Funding Agreement (Type 3) Between the Southwest Florida Water Management District and City of Williston For John Henry Celebration Park Stormwater Improvements (Q197).
2. A contract with Wright-Pierce to perform the design and permitting for John Henry Celebration Park Stormwater Improvements in the amount of \$217,500.
3. A contract with Wright-Pierce to perform the permitting for water and sewer utility improvements around John Henry Park in the amount of \$10,446.

Date: November 17, 2020

LEGAL REVIEW:

FISCAL IMPACTS: none, funding approved under Resolution 2020-43.

RECOMMENDED ACTION: Approve

ATTACHMENTS:

1. Resolution
2. SWFWMD Cooperative Funding Agreement (Q197)
3. Wright-Pierce agreement for John Henry Park Stormwater Project
4. Wright-Pierce agreement for Utility Improvements Project
5. Power Point Presentation

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2020 - 77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE COOPERATIVE FUNDING CONTRACT (Q197) WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AND TWO CONTRACTS FOR ENGINEERING SERVICES WITH WRIGHT-PIERCE FOR THE JOHN HENRY PARK STORMWATER IMPROVEMENTS, OPTION B PROJECT.

WHEREAS, the City of Williston completed a Watershed Management Plan funded by the SWFWMD through its Cooperative Funding Initiative (CFI) Project N590 in March of 2019, and

WHEREAS, Project N590 identified the John Henry Park Option B Project as one of the projects that will alleviate flooding in a portion of the City; and

WHEREAS, the SWFWMD has agreed to providing 75% funding for the construction of the John Henry Park Option B project given that the City will provide a 25% match; and

WHEREAS, the City of Williston has approved funding for the 25% match by Resolution 2020-43 on August 18th, 2020.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Williston, Florida, as follows:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

SECTION 2. The City Council hereby approves City Staff to execute:

1. Cooperative Funding Agreement (Type 3) Between the Southwest Florida Water Management District and City of Williston For John Henry Celebration Park Stormwater Improvements (Q197).
2. A contract with Wright-Pierce to perform the design and permitting for John Henry Celebration Park Stormwater Improvements in the amount of \$217,500.
3. A contract with Wright-Pierce to perform the permitting for water and sewer utility improvements around John Henry Park in the amount of \$10,446.

SECTION 3. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this 17th day of November, 2020.

CITY OF WILLISTON, FLORIDA

Justin Head, Council President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Frederick L. Koberlein, Jr., City Attorney

PASSED AND ADOPTED at a meeting of the City Council this 17th day of on November, 2020.

CITY OF WILLISTON, FLORIDA

Justin Head, Council President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Frederick L. Koberlein, Jr., City Attorney

COOPERATIVE FUNDING AGREEMENT (Type 3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF WILLISTON
FOR
JOHN HENRY CELEBRATION PARK STORMWATER IMPROVEMENTS (Q197)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and the CITY OF WILLISTON, a municipal corporation of the State of Florida, whose address is 50 Northwest Main Street, Williston, Florida 32696, hereinafter referred to as the "COOPERATOR."

WITNESSETH

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of the design, permitting, and construction of stormwater improvements for John Henry Park in the City of Williston, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES.

Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Contract Manager for the DISTRICT:
Ann Wolfgang
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604

Project Manager for the COOPERATOR:
Jackie Gorman
City of Williston
50 Northwest Main Street
Williston, Florida 32696

Any changes to the above contact information must be provided to the other party in writing.

Unless otherwise indicated in this Agreement, reports required under this Agreement may be provided to the DISTRICT'S Contract Manager via email.

1.1 The DISTRICT'S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in the Project Plan. Such approval must be in writing, explain the reason for the extension and be signed by the DISTRICT'S Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the DISTRICT'S Contract Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this Subparagraph. The DISTRICT'S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.

1.2 The DISTRICT'S Contract Manager is authorized to adjust a line item amount of the Project Budget set forth in the Project Plan, or, if applicable, the refined budget as set forth in Subparagraph 4 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Contract Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the Funding Paragraph of this Agreement.

2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, both during and after construction and during and after the operation and maintenance of the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

The parties agree that time is of the essence in the performance of each obligation under this Agreement.

3. FUNDING.

The parties anticipate that the total cost of the PROJECT will be Nine Hundred Sixty-Three Thousand Dollars (\$963,000). The DISTRICT agrees to fund PROJECT costs as appropriated by the DISTRICT in accordance with Subparagraph 1 of this Funding Paragraph and anticipates funding PROJECT costs up to Seven Hundred Twenty-Two Thousand Two Hundred Fifty Dollars (\$722,250), and shall have no obligation to pay any costs beyond this anticipated maximum amount. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

- 3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR recognizes that the DISTRICT has approved \$300,000 for the PROJECT through Fiscal Year 2021. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Commission of legally available funds.
- 3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the Project Budget set forth in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes expenditures of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expenditures. The DISTRICT shall not reimburse the COOPERATOR for any expenditures of contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COOPERATOR for seventy-five percent (75%) of all allowable costs in each DISTRICT approved invoice received from the COOPERATOR. The parties acknowledge that the DISTRICT'S reimbursement percentage stated above is subject to change if the percentage of the DISTRICT'S anticipated funding amount is changed due to subsequent Governing Board approvals, but amounts approved by the DISTRICT in its annual budget shall not be reduced after the COOPERATOR has paid PROJECT costs of incurred obligations approved by the DISTRICT pursuant to Subparagraph 4 of this Funding Paragraph and are otherwise reimbursable by the DISTRICT under this Agreement.
- 3.3 Unless otherwise provided in the Project Plan, any federal or state appropriations, or grant monies received by the COOPERATOR for the PROJECT shall be applied to proportionately reduce each party's share of PROJECT costs. The COOPERATOR shall provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for the PROJECT. This Subparagraph shall survive the expiration or termination of this Agreement.
- 3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. Prior to posting solicitations, the COOPERATOR must obtain the DISTRICT'S written input regarding whether costs to be paid are

allowable under this Agreement. The COOPERATOR must also obtain the DISTRICT'S written approval prior to entering into agreements for PROJECT work to ensure that costs to be reimbursed by the DISTRICT are reasonable. The DISTRICT shall provide a written response to the COOPERATOR within twenty-one (21) days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such agreement(s) shall refine the amounts set forth in the Project Budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this Subparagraph have been obtained.

- 3.5 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. If necessary for audit purposes, the COOPERATOR shall provide additional supporting information as required to document invoices. Invoices shall be submitted to the DISTRICT every two (2) months electronically at invoices@WaterMatters.org, or at the following address:

Accounts Payable Section
Southwest Florida Water Management District
Post Office Box 15436
Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes expenditures of contingency funds. The DISTRICT agrees to reimburse the COOPERATOR for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 2 of this Funding Paragraph.

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Contract Manager in order to expedite the review process. Failure of the COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

The DISTRICT makes payments electronically through the Automated Clearing House (ACH) process. The COOPERATOR agrees to complete the DISTRICT'S *Vendor Registration Form* and *Vendor Electronic Payment Authorization Form* to enable payments to be sent to the COOPERATOR electronically. The forms may be downloaded from the DISTRICT'S website at www.watermatters.org under Business & Finance – Contracts and Procurement. Any questions regarding electronic payments may be directed to the DISTRICT'S Accounts Payable Lead at 352-796-7211, extension 4108.

- 3.6 If at any point during the progression of the PROJECT, the DISTRICT determines that it is likely that the Measurable Benefit as set forth in the Project Plan will not be achieved, the DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the

COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies.

Furthermore, if at any point during the progression of the PROJECT, it is determined by the DISTRICT, in its sole discretion, that the Resource Benefit as set forth in the Project Plan may not be achieved, the DISTRICT may terminate this Agreement without any payment obligation. Such termination shall be effective ten (10) days following the COOPERATOR'S receipt of written notice from the DISTRICT.

- 3.7 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The DISTRICT shall not reimburse the COOPERATOR for any purpose not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the COOPERATOR are not reimbursable by the DISTRICT and may not be included in the COOPERATOR'S share of funding contributions under this Agreement.
- 3.8 The DISTRICT has no obligation and shall not reimburse the COOPERATOR for any costs under this Agreement until the Notice to Proceed with construction has been issued to the COOPERATOR'S contractor.
- 3.9 Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:

"I hereby certify that the costs requested for reimbursement and the COOPERATOR'S matching funds, as represented in this invoice, are directly related to the performance under the John Henry Celebration Park Stormwater Improvements (Q197) agreement between the Southwest Florida Water Management District and City of Williston (Agreement No 21CF0003403), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$_____ of contingency funds expenditures. The COOPERATOR has been allocated a total of \$_____ in federal and state appropriations and/or grant monies for the PROJECT (not including DISTRICT funds) and \$_____ has been allocated to this invoice, reducing the DISTRICT'S and COOPERATOR'S share to \$_____ / \$_____ proportionately."

- 3.10 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COOPERATOR will continue to perform the PROJECT work in accordance with the Project Plan. The COOPERATOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the DISTRICT'S Contract Manager, in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice,

the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The COOPERATOR'S continuation of the PROJECT work as required under this Subparagraph shall not constitute a waiver of any legal remedy available to the COOPERATOR concerning the dispute.

4. COMPLETION DATES.

The COOPERATOR shall commence and complete the PROJECT and meet the task deadlines in accordance with the Project Schedule set forth in the Project Plan, including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the COOPERATOR, the COOPERATOR'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the COOPERATOR is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the COOPERATOR'S obligations provided for in this Paragraph shall be the COOPERATOR'S sole remedy for the delays set forth herein.

5. REPAYMENT.

5.1 The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to achieve the Measurable Benefit; b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph; or d) a Paragraph or Paragraphs of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, including the duration of the operation and maintenance obligations set forth in this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.

5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to achieve the Measurable Benefit set forth in the Project Plan, the COOPERATOR may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.

- 5.3 In the event the COOPERATOR is obligated to repay the DISTRICT under any Paragraph of this Agreement, the COOPERATOR shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.
- 5.4 The COOPERATOR shall pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of the COOPERATOR'S failure to repay the DISTRICT as required by this Agreement.
- 5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. OPERATION AND MAINTENANCE.

After construction is completed, the COOPERATOR shall operate, use and maintain the PROJECT for a minimum of twenty (20) years, in such a manner that the Measurable Benefit required under this Agreement is maintained. In the event the PROJECT is not operated, used and maintained in accordance with these requirements, the COOPERATOR shall repay the DISTRICT an amount of five percent (5%) of total DISTRICT monies contributed to the PROJECT, for each year or a fraction thereof for the early termination of the PROJECT. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

- 6.1 Within thirty (30) days after construction is completed, the COOPERATOR shall provide the DISTRICT with construction record drawings, to include Resource Benefit calculations and methodology, signed and sealed by a professional engineer, certifying that the Measurable Benefit has been achieved. The COOPERATOR shall provide the DISTRICT with an operation and maintenance plan that ensures the Measurable Benefit will be maintained. Every two (2) years following the completion of the PROJECT, the COOPERATOR shall generate a report describing the operations and maintenance activities that took place during the reporting period that certifies that the Measurable Benefit set forth in the Project Plan has been maintained. The COOPERATOR'S obligation to generate reports shall continue until the expiration of the 20-year operation and maintenance period.
- 6.2 The DISTRICT retains the right to audit any certification and the COOPERATOR shall provide documentation as requested by the DISTRICT to support its certification that the specified Measurable Benefit has been maintained.
- 6.3 This Operation and Maintenance Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

7. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2020 and shall remain in effect through December 30, 2022, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COOPERATOR, whichever occurs first, unless amended in writing by the parties. The COOPERATOR shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

8. PROJECT RECORDS AND DOCUMENTS.

Upon request by the DISTRICT, the COOPERATOR shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the COOPERATOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least five (5) years following completion of the PROJECT. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to PROJECT documents and materials made or received by either party. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.

9. REPORTS.

9.1 The COOPERATOR shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the Project Schedule and any developments affecting the PROJECT. The COOPERATOR shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT'S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.

9.2 Upon request by the DISTRICT, the COOPERATOR shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. This Subparagraph shall survive the expiration or termination of this Agreement.

9.3 The COOPERATOR must ensure that the design of the PROJECT maximizes the resource benefits to the greatest extent practicable. The COOPERATOR shall provide the DISTRICT with the 30%, 60%, 90% and final design drawings, including supporting documentation and Resource Benefit calculations and methodology, for review by the DISTRICT, in order for the DISTRICT to verify that the design meets the requirements of the PROJECT as set forth in the Project Plan. A professional engineer shall, at a minimum, sign and seal the final design drawings, including Resource Benefit calculations and methodology. The DISTRICT shall provide a written response to the COOPERATOR within fourteen (14) days of receipt of the design drawings and supporting documentation either verifying the design drawings appear to meet the requirements of this Agreement or stating its insufficiencies. The COOPERATOR shall not advertise the

construction bid documents until the DISTRICT provides the required verification. The DISTRICT'S verification shall not constitute an approval of the design, or a representation or warranty that the DISTRICT has verified the architectural, engineering, mechanical, electrical, or other components of the construction bid documents or that such documents are in compliance with DISTRICT rules and regulations or any other applicable rules, regulations or law. The COOPERATOR shall require the design professional to warrant that the construction bid documents are adequate for bidding and construction of the PROJECT.

9.4 The COOPERATOR shall provide the data, reports and documents referenced in this Paragraph at no cost to the DISTRICT.

10. RISK, LIABILITY, AND INDEMNITY.

10.1 To the extent permitted by Florida law, the COOPERATOR assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the PROJECT; provided, however, that the COOPERATOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DISTRICT'S officers, employees, contractors and agents. The acceptance of the DISTRICT'S funding by the COOPERATOR does not in any way constitute an agency relationship between the DISTRICT and the COOPERATOR.

10.2 The COOPERATOR agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the COOPERATOR'S officers, employees, contractors and agents related to its performance under this Agreement.

10.3 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall not be construed as a waiver of the COOPERATOR'S sovereign immunity or an extension of the COOPERATOR'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Risk, Liability, and Indemnity Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the COOPERATOR for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the COOPERATOR to be sued by third parties in any manner arising out of this Agreement.

10.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.

10.5 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

11. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

12. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

13. DISTRICT RECOGNITION.

The COOPERATOR shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to the DISTRICT'S approval. If construction is involved, the COOPERATOR shall provide signage at the PROJECT site that recognizes the DISTRICT'S funding for the PROJECT. All signage must receive the DISTRICT'S written approval as to form, content and location, and must be in accordance with local sign ordinances.

14. PERMITS AND REAL PROPERTY RIGHTS.

The COOPERATOR shall obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any construction involved in the PROJECT. The DISTRICT shall have no obligation to reimburse the COOPERATOR for any costs under this Agreement until the COOPERATOR has obtained all permits, approvals, and property rights necessary to accomplish the objectives of the PROJECT. In the event a permit, approval or property right is obtained but is subsequently subject to a legal challenge that results in an unreasonable delay or cancellation of the PROJECT as determined by the DISTRICT in its sole discretion, the COOPERATOR shall repay the DISTRICT all monies contributed to the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

15. LAW COMPLIANCE.

The COOPERATOR shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement.

16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING.

The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COOPERATOR to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

16.1 If requested, the DISTRICT shall assist the COOPERATOR by sharing information to help the COOPERATOR in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

16.2 The COOPERATOR agrees to provide the DISTRICT with a report indicating all contractors and subcontractors who performed work in association with the PROJECT, the amount spent with each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. If no minority owned or woman owned or small business enterprises were used in the performance of this Agreement, then the report shall so indicate. The Minority/Women Owned and Small Business Utilization Report form is attached as an exhibit. The report is required upon final completion of the PROJECT prior to final payment, or within thirty (30) days of the execution of any amendment that increases PROJECT funding, for information up to the date of the amendment and prior to the disbursement of any additional funds by the DISTRICT.

17. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this Paragraph is void. This Paragraph shall survive the expiration or termination of this Agreement.

18. CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COOPERATOR.

19. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

20. LOBBYING PROHIBITION.

Pursuant to Section 216.347, F.S., the COOPERATOR is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

21. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COOPERATOR agrees to include this Paragraph in all contracts issued as a result of this Agreement.

22. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria. By signing this Agreement, the COOPERATOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The COOPERATOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the COOPERATOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

23. COMPENSATORY TREATMENT MITIGATION

The PROJECT shall not be used by the COOPERATOR or any other entity as compensatory water quality treatment or wetland mitigation, or any other required

mitigation due to impacts for any projects. The PROJECT shall not be used for WUP withdrawal credits. In the event the PROJECT is used for compensatory water quality treatment or mitigation or WUP withdrawal credits in violation of this Paragraph, the COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement. The PROJECT can be used for self-mitigation due to impacts specifically associated with the construction of the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

24. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

25. SEVERABILITY.

If any Paragraph or Paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining Paragraphs shall not in any way be affected or impaired thereby. Notwithstanding the above, if a Paragraph or Paragraphs of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with Subparagraph 1 of the Repayment Paragraph. This Paragraph shall survive the expiration or termination of this Agreement.

26. COUNTERPARTS.

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and will have the same force and effect as a written signature.

27. ENTIRE AGREEMENT.

This Agreement and the attached exhibit(s) listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

28. DOCUMENTS.

The following document(s) is/are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A" and then to Exhibit "B."

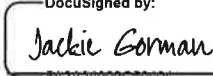
- Exhibit "A" Project Plan
- Exhibit "B" Minority/Women Owned and Small Business Utilization Report Form

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: _____
Amanda Rice, P.E. Date
Assistant Executive Director

CITY OF WILLISTON

By:  11/05/2020
Name: Jackie Gorman Date
Title: City Manager
Authorized Signatory

COOPERATIVE FUNDING AGREEMENT (Type 3)
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND
CITY OF WILLISTON
FOR
JOHN HENRY CELEBRATION PARK STORMWATER IMPROVEMENTS (Q197)

**EXHIBIT "A"
PROJECT PLAN**

PROJECT DESCRIPTION

The PROJECT is a cooperative funding project located within the City of Williston in Levy County. The PROJECT includes design, permitting and construction of stormwater improvements for the City-owned John Henry Park. Flooding occurs in the park and adjacent properties due to low topography and undersized stormwater infrastructure. The general location of the PROJECT is shown on the attached map (Figure 1).

RESOURCE BENEFIT

Reduce the existing flooding problem during the 100-year, 24-hour storm event.

MEASURABLE BENEFIT

The completion of design, permitting, and construction of the proposed stormwater improvement to relieve flooding at John Henry Park and adjacent properties. Construction will be done in accordance with the permitted plans.

PROJECT TASKS

All contractors and consultants shall be procured in accordance with the procurement laws applicable to the COOPERATOR. Key tasks to be performed by the COOPERATOR:

1. DESIGN – The COOPERATOR shall provide the necessary services such as survey, geotechnical services, environmental services, and engineering services to develop design drawings and technical specifications for construction. At each design stage submittal, the COOPERATOR shall provide Resource Benefit calculations and methodology. At the final design, the COOPERATOR shall provide an updated cost-benefit analysis.
2. PERMITTING – The COOPERATOR shall prepare and submit all necessary permit applications and obtain necessary approvals.
3. BIDDING AND CONTRACT AWARD – The COOPERATOR shall procure a contractor to implement the PROJECT based on the final design drawings and approved permits in accordance with the procurement laws applicable to the COOPERATOR. Prior to bid advertisement, the COOPERATOR shall identify those bid items for which reimbursement will be requested from the DISTRICT.
4. CONSTRUCTION – The COOPERATOR shall construct the PROJECT in conformance with the final design drawings, specifications and approved permits.
5. CONSTRUCTION ENGINEERING AND INSPECTION (CEI) – The COOPERATOR shall review all shop drawings, complete engineering inspections and monitor all phases of construction by means of survey, observations, and materials testing to give reasonable assurance that the construction work conforms to the permitted drawings and design specifications. The COOPERATOR shall provide the DISTRICT with inspection documents and photographs, if requested.

6. GIS DATA, AS-BUILT SURVEY, RECORD DRAWINGS AND CERTIFICATE OF SUBSTANTIAL COMPLETION – The COOPERATOR shall obtain and provide to the DISTRICT GIS shapefiles, an As-Built Survey signed and sealed and certified by a licensed Florida professional surveyor and mapper (if applicable), the Record Drawings signed and sealed by a professional engineer, and a Certificate of Substantial Completion, signed by the COOPERATOR, contractor, and professional engineer. The COOPERATOR shall provide the Resource Benefit calculations and methodology, signed and sealed by a professional engineer, following completion of construction. The COOPERATOR shall provide updated cost benefit analysis at the completion of construction.
7. OPERATION AND MAINTENANCE - The COOPERATOR shall provide for the operation and maintenance of the completed PROJECT to provide pollutant removal and ensure the PROJECT functions in accordance with the final design drawings, and conforms to all the conditions specified in the environmental permits issued for the PROJECT. The COOPERATOR shall be identified as the entity responsible for all operation and maintenance requirements in all permits issued for the PROJECT. The COOPERATOR shall prepare an Operation and Maintenance Plan detailing the inspection and maintenance activities to ensure optimum performance of the PROJECT improvements.

DELIVERABLES

- Quarterly status reports
- Minutes of kick-off, pre-application and progress meetings
- Design drawings at 30%, 60%, 90% and final design levels; include electronic and CAD
- Estimate of proposed construction cost at 30% design
- Engineer's opinion of probable cost at 60%, 90% and final design
- Technical Specifications at 60%, 90% and final design
- Copy of all required federal, state and local environmental permit approvals and permitted drawings
- Construction bid packages, with reimbursable items identified, prior to posting (for cost reimbursement review)
- Copy of contract with consultant and contractor, prior to execution (for cost reimbursement review)
- Copy of executed contract with consultant and contractor
- Copy of Notice to Proceed to contractor
- Copy of construction permits
- Dated color (digital) photographs of the construction site prior to, during, and immediately following completion of construction
- Construction inspection reports
- As-Built Survey
- Construction Record Drawings
- Certificate of Substantial Completion
- Resource Benefit calculations and methodology
- Cost benefit analysis
- One (1) set, electronic and hardcopy, of any final reports and data files
- Minority/Women Owned and Small Business Utilization Report

- Operation and Maintenance Plan
- Upon DISTRICT request, biennial Operation and Maintenance Report

PROJECT SCHEDULE

DESCRIPTION	COMMENCE	COMPLETE
Design	10/1/2020	3/15/2021
Permitting	10/1/2020	4/1/2021
Bidding and Contract Award	4/1/2021	5/31/2021
Construction and Construction Engineering & Inspection (CEI)	6/1/2021	2/28/2022
GIS Data, As-Built Survey, Record Drawings & Certificate of Substantial Completion	2/28/2021	5/31/2022

Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

PROJECT BUDGET

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Design	\$83,250	\$27,750	\$111,000
Permitting	\$41,250	\$13,750	\$55,000
Construction and Construction Engineering & Inspection (CEI)	\$555,750	\$185,250	\$741,000
GIS Data, As-Built Survey, Record Drawings & Certificate of Substantial Completion	\$42,000	\$14,000	\$56,000
TOTAL	\$722,250	\$240,750	\$963,000

Reimbursement for expenditures of contingency funds is contingent upon DISTRICT approval in accordance with the Funding Paragraph in the Agreement. The COOPERATOR must provide justification for the expenditure that will require documentation including, but not limited to, the purpose and necessity of the expenditure, the reason the expenditure was not included in the consultant or contractor agreement with the COOPERATOR, expenditure cost comparisons and justification of the cost.

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FIGURE 1

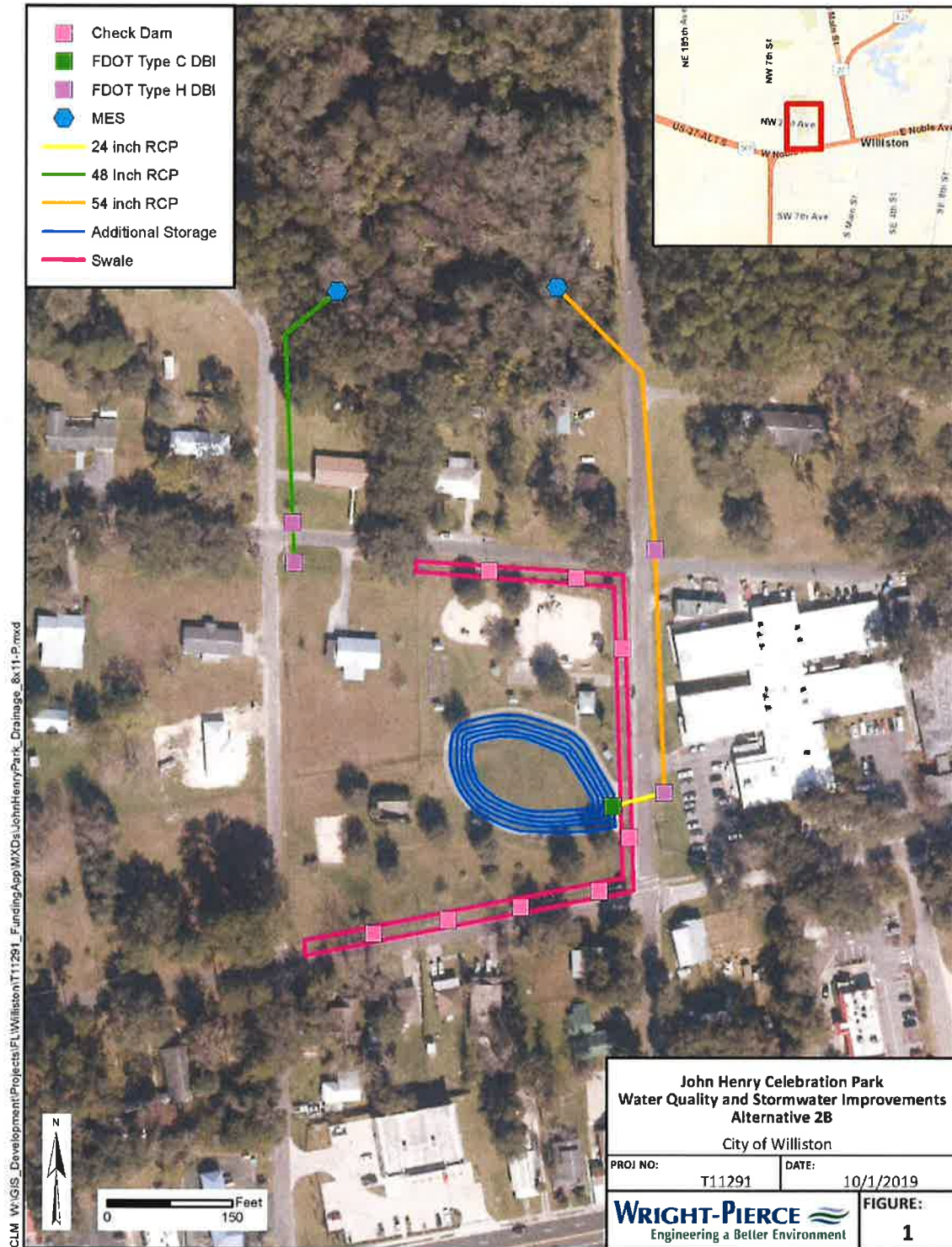


EXHIBIT "B"
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

COOPERATOR: _____ AGREEMENT NO.: _____ PROJECT NAME: _____ TOTAL PROJECT COST: _____		INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*												
		BUSINESS CLASSIFICATION		CERTIFIED MBE				NON-CERTIFIED MBE				UNKNOWN		
		NON-MINORITY	SMALL BUSINESS Section 288.703(1) F.S.	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	
NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED	TOTAL AMOUNT PAID													

* Our organization does not collect minority status data.

Signature

Date

Print Name and Title

November 6, 2020
W-P Project No. T15586

Jackie Gorman, City Manager
City of Williston, FL
50 North West Main Street
Williston, FL 32696

Subject: John Henry Celebration Park Stormwater Improvements - Fee Proposal

Dear Jackie,

Wright-Pierce would like to thank the City of Williston for the opportunity to submit this proposal to provide professional engineering services associated with the proposed stormwater improvements at John Henry Celebration Park. This proposal is based on our past conversations and the scope outlined in the Project Plan for project Q197 under the FY 2021 SWFWMD Cooperative Funding Initiative (CFI). The following presents our understanding of the needed scope of services, proposed fee, and schedule for the project.

PROJECT BACKGROUND AND UNDERSTANDING

This project was developed as part of the City of Williston's Watershed (N590) Best Management Practices Alternative Analysis (BMPAA) which was completed in March 2019. The City-owned John Henry Park is within a 12-acre drainage basin. The stormwater outfall for the park is to the existing piped stormwater system that conveys runoff from a portion of US-41 to a historical quarry north of the park. The park is in a low area in this portion of the watershed and acts as a storage area for stormwater runoff before ultimately discharging into the quarry to the north. Stormwater enters the park from several locations under existing conditions.

Flooding occurs in the park and the adjacent stormwater pond serving the Williston Care/Rehabilitation and Nursing facility located directly east of the park, discharge from US-41 passes through this area. Depending on the severity of the storm event, the flooding extends outward from this point to inundate other nearby roadways and structures. Access and parking for the nursing home are severely impacted during rain events.

In addition, to mitigating the flooding impacts to the streets and properties surrounding John Henry Park the proposed project is also expected to have positive water quality benefits. The Upper Floridan Aquifer (UFA) is largely unconfined within the City of Williston watershed, and the historical quarries and swallets in the City provide direct connections to the UFA. Infiltrated stormwater in this watershed is one of the sources of water in the UFA and ultimately Rainbow Springs. Reducing nutrient concentrations in stormwater before it enters the UFA will have an impact on the water quality at the Springs.

The BMPAA evaluated two alternatives to improve water quality and to fix the flooding problem. This CFI request contemplates implementing Alternative 2b from the BMPAA which includes:

1. Construction of additional stormwater storage within the park by further excavating the existing low area and adding roadside swales with ditch blocks along the north, south, and east sides of the park.
2. Upsizing the outfall pipe draining the park and surrounding area into the quarry to the north to 54-inch RCP.
3. Adding a series of inlets and pipes to collect runoff at the intersection of NW 5th Street and NW 2nd Avenue, which will then discharge to the quarry to the north through a 48-inch RCP.

Funding for the work is being provided through the SWFWMD Cooperative Funding Initiative (CFI) project which consists of a 75/25% split between the District and City of Williston (REDI Community). The project funding will span FY 2021 and 2022, with design and permitting to occur in 2021 and construction starting in April 2021 and running through 2022.

Wright-Pierce prepared the FY21 and FY22 SWFWMD CFI applications free of charge to the City. Wright-Pierce will perform the services proposed as part of this Scope of Services under our continuing services contract.

PROPOSED SCOPE OF SERVICES

Wright-Pierce and subconsultants will perform the following services as outlined in the Project Plan for Q197.

TASK 1: DESIGN

Wright-Pierce and subconsultants will provide the following services:

1. **Wetlands Delineation:** We will retain a subconsultant to delineate wetlands within the quarry area in the vicinity of the proposed stormwater outfalls. National Wetlands Inventory mapping indicates existing wetlands within the quarry which warrants field investigation.
2. **Subsurface Utility Designation:** We will retain a subconsultant to perform utility location services within the project area using Ground Penetrating Radar (GPR) and Electromagnetic Induction (EM). The goal will be to horizontally locate and field mark (paint/flags) utilities prior to performing a boundary and topographic survey.
3. **Geotechnical Investigation:** We will retain a subconsultant to perform an investigation of the soils within the project area. Scope will include SPT borings every 500 feet along the route for new storm drain as well as within the area proposed for a new dry retention area within the park. A permeability test will be performed in the dry retention area as well.
4. **Boundary and Topographic Survey:** We will retain a subconsultant to prepare a boundary and topographic survey of the project area. The survey will include wetland flagging and utility markings as noted above.
5. **Quarterly Status Reports:** We will assist the City in preparation of quarterly status reports to the District. Reports will consist of a summary of progress since the last report was filed and focus on design and permitting progress relative to the schedule determined by the project team.
6. **Conceptual Planning:** Using the information gathered in the tasks above we will create a base plan and prepare a conceptual level plan for Alternative 2b. The conceptual plan will depict initial horizontal and vertical layout of the proposed dry retention area, storm drain inlets and piping. The conceptual level plan will be provided to the City for review and comment. After making any

City directed revisions the Conceptual Plan will be utilized for a pre-application meeting with the SWFWMD.

7. **Cost Estimating:** We will provide an engineer's opinion of probable cost (OPC) at 30%, 60% and 90% design level.
8. **Stormwater Design:** This task consists of modeling of the pre and post development conditions to verify the design intent of Alternative 2b. The design intent is to lower the peak stages in the park and surrounding areas to minimize flooding of roads, parking areas and structures. This task will include preparation of calculations and a report suitable for permitting purposes. This task includes preparation of a post-construction Operation and Maintenance Plan for the stormwater improvements.
9. **Plans:** We will prepare design drawings at 30%, 60%, 90% and final levels for submittal to City for review and comment. It is assumed the 60% plans will be utilized for permitting purposes and the final plans will address all permitting agency comments and be used for bidding. In general, the design drawings are anticipated to include the following:
 - Cover Sheet
 - General Notes
 - Demolition Plan
 - Erosion and Sedimentation Control Plan
 - Plan and Profile Sheets
 - Signing and Marking Plan
 - Cross Sections
 - Detail Sheets
10. **Specifications:** We will prepare specifications at the 90% and final levels for City review. Unless specified otherwise specifications will be in 16 Division format.

TASK 2: PERMITTING

Wright-Pierce will attend a kickoff and pre-application meeting with SWFWMD, it is assumed one meeting for each will be required. Wright-Pierce will prepare permit applications and submittal packages for the following:

- SWFWMD Environmental Resource Permit;
- FDEP Water Distribution System Permit (or exemption, if needed);
- FDEP Sewage Collection System Permit (or exemption, if needed);
- FDEP NPDES Construction General Permit;

Based on prior discussions with CJ Zimoski we don't anticipate the need for any dewatering during construction, as such no dewatering permitting is proposed in this scope.

FDEP water and sewer permitting may not be necessary for this project and depends on the scope of relocation work to install the new storm drain. If relocation/offsets of existing City water and sewer mains is minimal FDEP permitting may not be necessary and W-P would not charge for that portion of the scope which we estimate to be approximately \$4,600.

W-P anticipates one round of reasonable comments from each agency during the permitting review process. Responding to requests for additional information beyond what is normal and customary and

responding to permitting issues beyond our control (which cannot currently be anticipated) is outside this scope of services.

TASK 3: BIDDING AND CEI

Assuming the project is constructed in one phase W-P will provide the following scope of services. The scope below assumes the City will post the advertisement for bid on the City website under the "For Government Vendors" page to alert potential bidders and link to the W-P Online Plan Room where the bid documents described below will be posted.

1. **Construction Site Photos:** W-P will provide photographs of the construction site before, during and immediately following completion of construction. The "during" photos will be obtained during the Site Visits noted below.
2. **Bid Documents:** W-P will perform the following related to bidding: prepare specifications for bidding including Division 00 and 01 specifications, publish the bid documents on the W-P Online Plan Room, and post addenda and answers to bid questions.
3. **Pre-Bid Meeting:** W-P will attend a pre-bid meeting with the City and invited Bidders to review the project scope of work. We will prepare minutes from the meeting and post on the W-P Online Plan Room.
4. **Bid Questions:** W-P will assist the City in responding to questions during the bid period.
5. **Addenda:** W-P will prepare addenda during the bidding process and post to the W-P Online Plan Room.
6. **Bid Tabulation and Review:** W-P will provide a bid tabulation to the City, review the bids and provide a recommendation of award based on the City's criteria for selection.
7. **Final Documents:** W-P will provide the City and successful Bidder three (3) hardcopy sets of the final plans and Project Manual.
8. **Shop Drawing Review:** W-P will review shop drawings submitted by the Contractor for general compliance with the site civil construction documents.
9. **Response to Requests for Information (RFI) by the Contractor:** W-P will provide interpretations (up to twenty (20) engineering person hours) of the construction documents and provide responses to the requests for information from the contractor during construction.
10. **Periodic Site Visits:** W-P will provide up to eight (8) onsite visits during the construction phase of the project to observe the site work for general conformance to the plans, specifications, and permit conditions. The visits will be documented in a Construction Inspection Report.
Final Completion: Upon request of the City, and confirmation by the contractor that the "punch list" items have been completed, W-P will provide one (1) site visit (in addition to those described above) to review the construction work for final completion and general conformance with the plans, specifications, and permit conditions. W-P will prepare a memo notifying the City that the work has been completed or if any remaining items need to be addressed by the contractor.

TASK 4: GIS DATA, RECORD DRAWINGS, CERTIFICATIONS

Wright-Pierce will provide the following services:

1. **Review of As-Built Plans/Record Drawings:** W-P will review the signed and sealed As-Built Plans as provided by the contractor's professional registered surveyor for general compliance with the plans, specifications, and permit conditions.

2. **Permit Certifications:** Upon receipt of the final as-builts from the contractor and following final completion and stabilization W-P will prepare permit certification packages for submittal to the agencies listed in the permitting scope above, if required. In addition, we will assist the contractor in preparing the NPDES Notice of Termination. This task includes a letter of Substantial Completion to be submitted to SWFWMD.
3. **SWFWMD Final Documentation:** W-P will provide updated Resource Benefit Calculations as required by SWFWMD. These will be signed and sealed by a Florida Registered Professional Engineer. We will also assist the City to provide updated cost-benefit analysis for submittal to SWFWMD.

It is anticipated that the bid documents will specify the winning contractor shall be responsible to provide the as-builts / record drawings. W-P will provide the District requested GIS Shapefiles as part of the final documentation. This proposal does not include preparation of the as-builts but does include review and comment as noted above.

DELIVERABLES

Wright-Pierce will provide the following deliverables:

1. Quarterly Status Reports
2. Kick-off, Pre-Application and Progress Meeting Minutes
3. Geotechnical Investigation Report
4. Boundary and Topographic Survey
5. Design Drawings at 30%, 60%, 90% and final level, electronic and print
6. Engineers Opinion of Probable Cost at 30%, 60% and 90%
7. Technical Specifications at 90% and final design
8. Copies of federal, state, and local permits and approvals
9. Construction Bid Package (Plans and Specifications)
10. Construction Site Photo Documentation
11. Permit Certifications
12. Stormwater Operations and Maintenance Plan
13. As-Built Review
14. Letter of Substantial Completion
15. Final Resource Benefit Calculations
16. Final Cost Benefit Analysis

EXCLUSIONS AND LIMITATIONS

The following are limitations and exclusions to this scope of work:

1. Permit application fees will be paid by Wright-Pierce and billed as reimbursables.
2. Permit applications will be signed by an authorized representative of the City.
Record Drawings will be provided by the contractor.

FEE ESTIMATE

We propose to complete the services as a lump sum basis for a total fee detailed below which includes subconsultant fees, mileage, postage and printing. Permit application fees will be billed as reimbursable expenses which we estimate to be \$4,000 as a budgetary figure, this is not included in the fees below.

Task	Budget
Task 1 – Design	\$144,500
Task 2 – Permitting	\$40,500
Task 3 – Bidding and CEI	\$25,000
Task 4– GIS, Record Drawings, Certifications	\$7,500
TOTAL	\$217,500

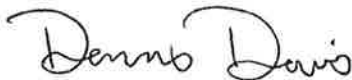
PROPOSED SCHEDULE

We recognize that the schedule is critical to the overall success of the project and we will work diligently to achieve the schedule below. Below is a summary of expected schedule, assuming a Notice to Proceed is given in October 2020:

PROJECT SCHEDULE		
DESCRIPTION	COMMENCE	COMPLETE
Design	10/1/2020	3/15/2021
Permitting	10/1/2020	4/1/2021
Bidding and Contract Award	4/1/2021	5/31/2021
Construction and Construction Engineering & Inspection (CEI)	6/1/2021	2/28/2022
GIS Data, As-Built Survey, Record Drawings & Certificate of Substantial Completion	2/28/2021	5/31/2022

We appreciate the opportunity to present this proposal and to serve the City of Williston. Should you have any questions or require additional information, please do not hesitate to contact me at (407) 785-5794 or at the e-mail address below.

Sincerely,
 WRIGHT-PIERCE



Dennis Davis, PE
 Senior Client Service Manager
dennis.davis@wright-pierce.com

cc: CJ Zimoski, City of Williston
 Bartt Booz, W-P
 Steve Hallowell, W-P

Williston John Henry Celebration Park Stormwater Improvements

Contract Acceptance Signatures

Engineer: **Wright-Pierce, Inc.**

Owner: **City of Williston**

By: _____
Signature

By: _____
Signature

Date: 10/14/2020

Date: _____

Steven C. Hallowell, PE

Vice President

City Council President

October 14, 2020
W-P Project No. T15586

C.J. Zimoski, Utility Director
City of Williston, FL
50 North West Main Street
Williston, FL 32696

Subject: Water and Sewer Utility Design - Fee Proposal

Dear C.J.,

Wright-Pierce would like to thank the City of Williston for the opportunity to submit this proposal to provide professional engineering services associated with the proposed water and sewer improvements in the vicinity of John Henry Celebration Park.

PROJECT BACKGROUND AND UNDERSTANDING

The City of Williston desires to install and replace certain water and sewer mains within an area north of West Noble Avenue. The proposed water and sewer work consists of the following:

1. Replace the existing 8-inch water main in NW 3rd Street between West Noble and NW 1st Street.
2. Install new 8-inch water main within NW 1st Avenue between NW 3rd Street and NW 5th Street.
3. Install new 8-inch water main within NW 4th Street between NW 1st Avenue and NW 2nd Avenue.
4. Install new 8-inch sewer main within NW 5th Street between NW 1st Avenue and NW 2nd Avenue.

The final start and end locations of the water and sewer will vary slightly depending on input from the City during the design phase, but in general will be within these locations.

The scope of engineering services is based on the following approach as discussed and has been utilized previously by the City for similar work. W-P, on behalf of the City will prepare and submit an application to the Florida Department of Environmental Protection (FDEP) for a Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWS's Form 62-555.900(7). W-P will prepare a conceptual plan depicting the general location of the water and sewer mains to accompany the Notice of Intent. Following construction, the Record Drawings will be provided to FDEP along with the Certification of Construction Form 62-555.900(9) which will describe any deviations from the Notice of Intent.

It is our understanding that the City will self-perform the utility work described herein and as such the application to FDEP does not need to contain a detailed design plan. Instead W-P will prepare plans either using existing survey or aerial imagery to depict the general location of the water and sewer mains along with the necessary appurtenances such as hydrants, valves, manholes, etc. Vertical information and separation from other utilities will not be provided on these plans but instead will be provided to FDEP in the Record Drawings provided following construction completion. This scope includes sub-consultant effort to as-built the installed water and sewer mains.

PROPOSED SCOPE OF SERVICES

Wright-Pierce and subconsultants will perform the following services as outlined below:

TASK 1: SURVEY SERVICES

- A. Topographic Survey:** We will retain a subconsultant to prepare a topographic survey of the project area. The survey will include utility markings from the area of the project that is coincident with the survey and utility locates done for the John Henry Park Stormwater Improvements. Survey for NW 3rd Street and a section of NW 1st Avenue will not include subsurface utility locates, the City may wish to perform test-pits. W-P can coordinate with the City to identify potential areas for pre-installation test-pits along these roads.
- B. As-Built:** The same sub-consultant will prepare as-built drawings of the installed water and sewer and provide those to W-P for review prior to final Certifications. Coordination between the City and sub-consultant will be necessary during construction in order to allow for field data collection by the surveyor.

TASK 2: DESIGN AND PERMITTING

- A. Schematic Plans:** W-P, as noted above will prepare schematic plans either using existing survey or aerial imagery to depict the general location of the water and sewer mains along with the necessary appurtenances such as hydrants, valves, manholes, etc. Vertical information for water main design and separation from other utilities will not be provided on these plans but instead will be provided to FDEP in the Record Drawings provided following construction completion. Plans for the sewer main will include vertical information as necessary to submit the permit application and allow the City to order precast manhole structures. These plans will be provided to the City for review prior to submittal to FDEP.
- B. Permit Applications:** W-P, on behalf of the City will prepare and submit to the FDEP a Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWS's Form 62-555.900(7). The application will be signed by the City and be transmitted by W-P along with the plan developed above and the appropriate application fee. W-P will respond to general clarification comments from FDEP, comments requiring additional design or analysis would be an additional service subject to approval by the City.

TASK 3: RECORD DRAWINGS AND CERTIFICATIONS

Wright-Pierce will provide the following services:

- A. Review of As-Built Plans/Record Drawings:** W-P will review the signed and sealed As-Built Plans as provided by the surveyor subcontracted by W-P for general compliance with the plans and permit conditions. It is assumed the City will keep records of the installed locations of the water and sewer mains including individual service locations, offsets, valves, manholes and other appurtenances.
- B. Permit Certifications:** Upon receipt of the final as-builts and following final completion and stabilization, the Record Drawings will be provided to FDEP along with the Certification of Construction Form 62-555.900(9) which will describe any deviations from the Notice of Intent.

DELIVERABLES

Wright-Pierce will provide the following deliverables:

1. Topographic survey of the project area;
2. Schematic Design Plans;
3. FDEP Notice of Intent Application Form;
4. FDEP Certification of Construction Form;
5. As-Built Plans.

EXCLUSIONS AND LIMITATIONS

The following are limitations and exclusions to this scope of work:

1. Permit application fees will be paid by Wright-Pierce and billed as reimbursables.
2. Permit applications will be signed by an authorized representative of the City.
3. Record Drawings / As-Built will be reviewed by the City and compared to their records from installation of the water and sewer mains.
4. Detailed design of the water and sewer beyond what is described in the tasks above.

FEE ESTIMATE

We propose to complete the services as a lump sum basis for a total fee of **\$10,446** as detailed below which includes mileage, postage and printing.

Task	Budget
Task 1 – Survey Services	\$5,346
Task 2 – Design and Permitting	\$4,000
Task 3 – Record Drawings and Certifications	\$1,100
TOTAL	\$10,446

PROPOSED SCHEDULE

W-P will coordinate with the City to determine the best time to prepare plans and permit applications in relation to the proposed stormwater work at nearby John Henry Celebration Park. The scheduling goal in aligning the permitting and construction schedule is to minimize disturbance to the surrounding neighborhoods during construction.

C.J. Zimoski, Utility Director
October 14, 2020
Page 4 of 5

We appreciate the opportunity to present this proposal and to serve the City of Williston. Should you have any questions or require additional information, please do not hesitate to contact me at (407) 785-5794 or at the e-mail address below.

Sincerely,
WRIGHT-PIERCE

A handwritten signature in black ink that reads "Dennis Davis". The signature is written in a cursive style with a large, prominent "D" at the beginning.

Dennis Davis, PE
Senior Client Service Manager
dennis.davis@wright-pierce.com

cc: *Jackie Gorman, City of Williston*
Steve Hallowell, W-P

Williston John Henry Celebration Park Stormwater Improvements

Contract Acceptance Signatures

Engineer: **Wright-Pierce, Inc.**

Owner: **City of Williston**

By: _____
Signature

By: _____
Signature

Date: 10/14/2020

Date: _____

Steven C. Hallowell, PE

Vice President

City Council President



Date: NOVEMBER 17, 2020

COUNCIL AGENDA ITEM

AGENDA ITEM: RESOLUTION TO AMEND FY2020 GENERAL FUND OPERATION AND CAPITAL BUDGETS

REQUESTED BY: FINANCE DIRECTOR **PREPARED BY:** FINANCE DIRECTOR

BACKGROUND / DESCRIPTION: The budget is the means by which the City ensures that its expenditures are consistent with the levels approved by Council. When circumstances change, budget amendments are necessary to document the fiscal viability and Council approval of additional expenditures. Budgets amendments are required if the total expenditures (amount spent) for a fund exceeds the total amount budgeted. A budget amendment must be completed no later than 60 days after fiscal year end.

A budget amendment is required for the General fund mainly due a shortfall in revenue as well as a significant increase in the fire department's total payroll.

In total, the proposed amendment would increase the General Fund Operation budget by **\$175,000** and increase the General Fund Capital budget by **\$20,000**. A breakdown of the proposed amendment is included in Exhibit A of this agenda item.

LEGAL: REVIEW: N/A

FISCAL IMPACTS: The budget amendment increases the total expenditures for the General Funds by a total of \$195,000.

RECOMMENDED ACTION: Staff recommends that the Council approve the proposed budget amendment resolution.

ATTACHMENTS: CONTRACT RESOLUTION OTHER

COUNCIL ACTION: APPROVED DISAPPROVED

CITY OF WILLISTON

Exhibit A: Fiscal Year 2019/2020 Budget Amendment General Fund - Operations

Account Number	Description	Original Budget	Amended Budget	Incr (Decr) in Budget
REVENUES / SOURCES				
001-382-100	Transfer from Utility Fund	\$ 735,000	\$ 910,000	\$ 175,000
TOTAL REVENUES / SOURCES		735,000	910,000	175,000
EXPENDITURES / USES				
<u>Legal Services</u>				
001-514-030-031	Professional Services	40,000	50,000	10,000
	Subtotal	\$ 40,000	\$ 50,000	\$ 10,000
<u>Fire Department</u>				
001-522-010-021	Payroll Taxes	23,949	33,949	10,000
001-522-010-022	Retirement	77,320	102,320	25,000
001-522-010-112	Salaries & Wages	312,061	422,061	110,000
	Subtotal	\$ 413,330	\$ 558,330	\$ 145,000
<u>Other Departments</u>				
001-590-090-091	Transfer to CRA Fund	93,907	103,907	10,000
001-590-090-096	Transfer to Capital Project Fund	172,600	182,600	10,000
	Subtotal	\$ 266,507	\$ 286,507	\$ 20,000
TOTAL EXPENDITURES / USES		719,837	894,837	175,000
TOTAL REVENUES/SOURCES OVER (UNDER) EXPENDITURES/USES		\$ 15,163	\$ 15,163	\$ -

CITY OF WILLISTON

Exhibit A: Fiscal Year 2019/2020 Budget Amendment General Fund - Capital Projects

Account Number	Description	Original Budget	Amended Budget	Incr (Decr) in Budget
REVENUES / SOURCES				
300-382-100	Transfer from General Fund	172,600	192,600	20,000
TOTAL REVENUES / SOURCES		172,600	192,600	20,000
EXPENDITURES / USES				
300-513-060-065	Police Dept Building Repairs	-	10,000	10,000
300-560-060-072	Street Improvements	-	10,000	10,000
TOTAL EXPENDITURES / USES		-	20,000	20,000
TOTAL REVENUES/SOURCES OVER (UNDER) EXPENDITURES/USES		\$ 172,600	\$ 172,600	\$ -

RESOLUTION NUMBER 2020-78

Amending Budget

A RESOLUTION OF THE CITY OF WILLISTON OF LEVY COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2019-20 GENERAL FUND BUDGETS AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Williston has reviewed revenues and expenditures for Fiscal Year 2019-2020 and determined that budget adjustments should be made.

NOW, THEREFORE, BE IT RESOLVED by the City of Williston, Levy County, Florida, that:

SECTION 1. BUDGET AMENDMENT. The City Council of the City of Williston increases the Fiscal Year 2019-2020 budgets as specified in Exhibit A.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED and approved by the City Council of the City of Williston, Florida, on this 17th day of November 2020.

PASSED AND ADOPTED this 17th day of November 2020.

**CITY COUNCIL
CITY OF WILLISTON, FLORIDA**

Justin Head, President, City Council

ATTEST:

Latricia Wright, City Clerk

Attachments: Exhibit A – FY19/20 Budget Amendment

Date: November 17, 2020

COUNCIL AGENDA ITEM

AGENDA ITEM: REVIEW OF FY2020 FINANCIAL REPORT (unaudited)

REQUESTED BY: FINANCE DIRECTOR **PREPARED BY:** FINANCE DIRECTOR

BACKGROUND / DESCRIPTION: This agenda item includes the September 2020 unaudited financial report. Also included in this agenda item (prior to the financial report) are PowerPoint slides. These slides are designed to provide a high-level overview of the City's current financial position.

The financial report contains the following schedules for your review:

- Balance Sheet for all Funds (*Page 1*)
- Summary of Year-to-Date Fund Statements (*Pages 2 – 13*)
- Capital Project – Spending report (*Page 14*)
- Capital Purchases – Spending report (*Page 15*)

LEGAL: REVIEW: N/A

FISCAL IMPACTS: N/A

RECOMMENDED ACTION: Acceptance of September 2020 unaudited Financial Report

ATTACHMENTS: CONTRACT RESOLUTION OTHER

COUNCIL ACTION: APPROVED DISAPPROVED



CITY OF WILLISTON, FL

FINANCIAL REPORT SEPTEMBER 2020

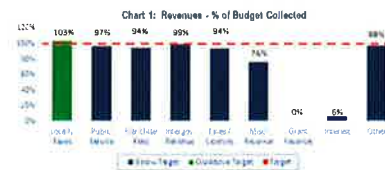
Meeting Date: November 17, 2020

GENERAL FUND

Overview

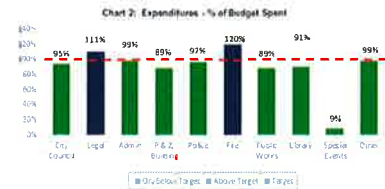
(100% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$3,058,349	\$3,192,075	(\$133,725)	96.8%	⊗
Expenditures / Other Uses	\$3,201,247	\$3,192,075	(\$9,172)	100.3%	⊗
Current Year Surplus / (Deficit)	(\$142,898)	\$0	(\$142,898)	n/a	⊗
Available Reserves	\$564,190	\$754,869	(\$190,679)	18.7%	⊗



Financial Highlights

- Year-end budget amendment required due to shortfall in revenue, increase in fire department incidents and animal shelter construction,
- Property Taxes – 98.3% Collected,
- Received \$68.8 in delinquent property taxes.
- Received \$10 thousand from County for Fire vehicle.
- All Departments (except Fire and Legal) are at the budget or very close to it.
- Transferred \$179.0 thousand to Capital Project fund (CIP).

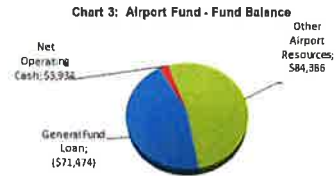


AIRPORT FUND

Overview

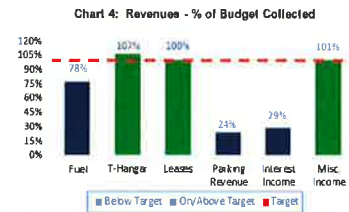
(100% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$1,395,616	\$2,006,813	(\$611,197)	69.5%	✘
Expenditures / Other Uses	\$1,396,339	\$2,006,813	\$611,473	69.5%	✔
Current Year Surplus / (Deficit)	\$276	\$0	\$276	n/a	✔
Available Reserves	\$16,847	\$385,284	(\$368,437)	1.1%	✘



Financial Highlights

- Year over year fuel sales decreased by 18.5% - \$205.7 thousand.
- All other operating revenue increased by 5.4% - \$18.3 thousand.
- Current A/R collection allowance - \$67.2 thousand.



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City of Williston, Florida

September 2020 Financial Report

CRA FUND

Overview

(100% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$235,786	\$229,332	\$6,454	102.8%	✔
Expenditures / Other Uses	\$234,320	\$536,442	\$302,122	43.7%	✔
Current Year Surplus / (Deficit)	\$1,466	\$0	\$1,466	n/a	✔
Available Reserves	\$326,088	\$134,111	\$191,978	60.8%	✔

Financial Highlights

- County distribution of tax revenue received in January - \$135K.
- Property purchased - \$96K

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City of Williston, Florida

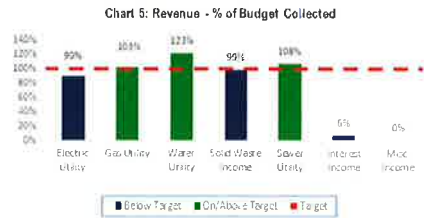
September 2020 Financial Report

UTILITY FUND

Overview

(100% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$5,952,486	\$5,928,897	(\$26,412)	93.8%	✘
Expenditures / Other Uses	\$5,962,617	\$5,928,897	\$366,280	93.8%	✔
Current Year Surplus / (Deficit)	(\$132)	\$0	(\$132)	n/a	✘
Available Reserves	\$3,231,193	\$1,270,974	\$1,960,219	83.6%	✔



Financial Highlights

- Without an estimated \$418.0 thousand of depreciation expense (non-cash transaction) which was recorded, the fund would have generated a surplus of \$417.8 thousand for the fiscal year.
- Electric, water and sewer services had a positive operating income. Only electric had a positive net income after subtracting the allocation of the transfer to the General Fund and CIP Fund. [See Exhibit 1 on next slide for more details]
- Billed 1st installment of infrastructure reimbursement for gas project.

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City of Williston, Florida

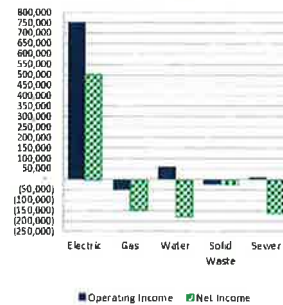
September 2020 Financial Report

UTILITY FUND

Breakdown by Utility Service

	Electric	Gas	Water	Solid Waste	Sewer	Total
Operating Revenue						
Service Charges	3,315.9	410.3	594.8	554.3	614.3	5,489.6
Other	41.1	5.1	7.4	6.9	11.5	72.0
Total	3,357.0	415.4	602.1	561.2	625.8	5,561.5
Operating Expenses						
Department Costs	2,362.3	395.6	385.4	554.9	441.9	4,140.1
Administrative Alloc	155.1	19.2	27.8	25.9	26.7	256.7
Depreciation	89.5	48.8	131.7	-	146.5	416.5
Total	2,606.8	463.7	544.9	580.8	617.1	4,813.3
Operating Income	780.2	(48.2)	97.3	(19.8)	8.7	748.2
Non-operating Income / (expenses)						
Interest Income	0.6	0.1	0.1	0.1	0.1	0.9
Transfer to GF / CIP	(249.0)	(85.3)	(234.7)	-	(170.4)	(749.3)
Total	(248.4)	(85.2)	(234.6)	0.1	(170.3)	(748.4)
Net Income	501.8	(143.4)	(177.4)	(19.5)	(181.6)	(0.1)

Chart 6: Utility Fund - Operating & Net Income by Service Type



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City of Williston, Florida

September 2020 Financial Report

CAPITAL PROJECTS

Current Projects	Status	Project Cost	Funding		Spending	
			Revenue	City Match	YTD Amount	Remaining Amount
General Fund						
Animal Shelter	In Progress	75,000	-	75,000	76,995	(1,995)
		Subtotal	\$ -	\$ 75,000	\$ 76,995	\$ (1,995)
Airport Fund						
Relubish of Existing GA Apron	In Progress	465,678	465,678	-	19,920	445,758
Airport Planning Phase	In Progress	96,560	96,560	-	82,003	14,557
		Subtotal	\$ 562,238	\$ -	\$ 101,923	\$ 460,315
Utility Fund						
Upgrade Sewer Plant	In Progress	426,400	426,400	-	145,760	280,640
Water main on SW 4th Ave	In Progress	10,000	-	10,000	-	10,000
Gas Project	In Progress	125,000	62,500	62,500	70,568	54,432
		Subtotal	\$ 581,400	\$ 125,000	\$ 216,328	\$ 365,072
CRA Fund						
Heritage Park Phase 3 Block 0	In Progress	26,197	-	26,197	38,461	(12,264)
Downtown Redevelopment Project	In Progress	362,535	-	362,535	96,010	266,524
		Subtotal	\$ -	\$ 388,732	\$ 134,471	\$ 254,260
		Total	\$ 1,587,370	\$ 536,232	\$ 529,739	\$ 1,057,632

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City of Williston, Florida

September 2020 Financial Report

CAPITAL SPENDING

Capital Purchase	Total Cost	Funding		Spending	
		Revenue	City Match	YTD Amount	Remaining Amount
Police/Fire					
Computer Back-up System	11,200	-	11,200	4,746	6,454
Dodge Chargers (2)	71,400	50,000	21,400	71,704	(304)
Fire Vehicle	50,000	10,000	40,000	43,274	6,726
Animal Control Pick-up Truck	25,000	-	25,000	23,630	1,370
	Subtotal	60,000	97,600	143,354	14,246
CRA					
Patrick Property	96,010	-	96,010	96,010	-
	Subtotal	-	96,010	96,010	-
Utility Fund - Shared Equipment					
New Radio / Software for Meter Reading	20,000	-	20,000	-	20,000
John Deere Loader	136,406	-	136,406	136,406	-
Meter Replacement Program	3,984	-	3,984	3,984	-
Tracked Skid Steer	80,000	-	80,000	83,052	(3,052)
	Subtotal	-	240,390	223,442	16,948
	Total	\$ 60,000	\$ 434,000	\$ 462,806	\$ 31,194

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City of Williston, Florida

September 2020 Financial Report

OUTSTANDING LOANS

Description	Original Amount	Amount Paid to Date	Amount Remaining	Funding Source
Bank Loans				
Purchase of Fire Truck	\$ 150,000	\$ 98,859	\$ 53,141	County Fire revenue
Construction of New City Hall	1,263,530	62,420	1,201,111	General / Utility Fund
Subtotal	1,413,530	159,279	1,254,252	
Interfund Loans				
Purchase of Fire Engine	208,500	10,425	198,075	Due to Utility Fund from General Fund
Construction of New City Hall	1,183,205	53,431	1,129,774	Due to Utility Fund from General Fund
Airport - Water Well	102,637	31,163	71,474	Due to General Fund from Airport Fund
Subtotal	1,494,341	95,018	1,399,323	
Total	\$ 2,907,872	\$ 254,297	\$ 2,653,575	

City of Williston



Financial Report

September 30, 2020

(unaudited)

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Balance Sheet - All Funds

September 30, 2020

Description	General Fund	Airport Fund	CRA Fund	Utility Fund	Total
ASSETS					
Petty Cash	\$ 1,600	\$ 100	\$ -	\$ -	\$ 1,700
Cash & Cash Equivalents	456,630	3,834	286,179	2,657,753	3,404,396
Investments	8,844	-	-	186,728	195,571
Accounts Receivable	11,673	32,991	1,225	902,558	948,448
Note Receivable	71,474	-	-	-	71,474
Due from Other Funds	-	-	40,584	198,075	238,659
Due from Other Governmental Units	185,789	101,923	-	96,320	384,032
Prepaid Expenses	1,188	10,022	-	16,524	27,734
Inventory	-	30,842	-	294,383	325,225
Net Pension Assets	-	-	-	409,049	409,049
Net Capital Assets	-	-	-	8,083,052	8,083,052
TOTAL ASSETS	737,197	179,713	327,988	12,844,441	14,089,339
DEFERRED OUTFLOW OF RESOURCES					
Pension Related - Deferred Outflow	-	-	-	368,417	368,417
TOTAL DEFERRED OUTFLOW OF RESOURCES	-	-	-	368,417	368,417
LIABILITIES					
Accounts Payable	\$ 47,925	\$ 79,401	\$ 180	\$ 333,831	\$ 461,337
Accrued Expenses	1,580	-	1,720	12,266	15,566
Sales Tax Payable	-	(489)	-	24,647	24,158
Payroll Liabilities	46,713	4,724	-	115,707	167,143
Other Liabilities	4,047	-	-	-	4,047
Due to other Funds	269,222	-	-	-	269,222
Due to Other Governmental Units	-	-	-	-	-
Deposits	-	-	-	268,938	268,938
City Hall Loan	-	-	-	1,245,540	1,245,540
Notes Payable	-	71,474	-	-	71,474
Deferred Revenue	13,719	7,757	-	-	21,476
Power Cost Adjustment - Electric	-	-	-	54,852	54,852
Accum Absences/ OPEB Obligation	-	-	-	204,824	204,824
TOTAL LIABILITIES	383,206	162,866	1,900	2,260,604	2,808,577
DEFERRED INFLOW OF RESOURCES					
Pension Related - Deferred Inflow	-	-	-	360,467	360,467
TOTAL DEFERRED INFLOW OF RESOURCES	-	-	-	360,467	360,467
FUND BALANCES					
Reserve for:					
Law Enforcement	1,595	-	-	-	1,595
Community Redevelopment	-	-	326,088	-	326,088
Unreserved, Reported in:					
General Fund	352,396	-	-	-	352,396
Special Revenue Airport	-	16,847	-	-	16,847
Capital Improvement Fund	-	-	-	-	-
Utility Fund	-	-	-	10,591,787	10,591,787
TOTAL FUND BALANCES	353,991	16,847	326,088	10,591,787	11,288,713
TOTAL LIABILITIES & FUND BALANCES	737,197	179,713	327,988	12,844,441	14,089,339

General Fund (Operations) - Summary of Revenues and Expenditures

September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
REVENUES						
Locally Levied Taxes	\$ 1,208,708	\$ 1,247,632	\$ 38,924	103.2%	\$ 1,131,788	\$ 115,844
Public Service Taxes	364,500	353,074	(11,426)	96.9%	373,899	(20,825)
Franchise Fees	97,230	91,870	(5,360)	94.5%	78,049	13,822
Intergovernmental Revenues	495,502	489,900	(5,602)	98.9%	489,511	390
Fines & Forfeitures	19,035	15,639	(3,396)	82.2%	9,678	5,961
License & Permits	103,150	98,869	(4,281)	95.8%	83,423	15,446
Miscellaneous	33,900	25,653	(8,247)	75.7%	43,225	(17,573)
Interest Income	12,000	709	(11,291)	5.9%	1,081	(372)
Grant	6,550	-	(6,550)	0.0%	3,850	(3,850)
Non-Operating	751,500	735,003	(16,497)	97.8%	695,078	39,925
Use of Fund Balance	100,000	-	(100,000)	0.0%	-	-
TOTAL REVENUES	3,192,075	3,058,349	(133,726)	95.8%	2,909,580	148,768
EXPENSES						
Total City Council	37,594	35,545	2,049	94.6%	36,849	1,303
Total Legal Services	41,000	45,621	(4,621)	111.3%	55,241	9,620
Total Administration	255,682	254,431	1,251	99.5%	267,472	13,041
Total Purchasing	5,300	4,350	950	82.1%	-	(4,350)
Total Planning & Zoning	89,500	70,626	18,874	78.9%	34,955	(35,671)
Total Building Permits	85,350	85,712	(362)	100.4%	68,920	(16,792)
Total Police Department	1,163,724	1,125,578	38,145	96.7%	1,171,988	46,410
Total Police Communications	247,103	240,287	6,817	97.2%	222,721	(17,565)
Total Health/Animal Control	51,159	58,152	(6,993)	113.7%	53,294	(4,858)
Total Fire Department	577,622	695,275	(117,652)	120.4%	592,533	(102,741)
Total Public Works	324,641	294,002	30,639	90.6%	325,784	31,782
Total Recreation / Athletics	7,736	1,570	6,166	20.3%	10,123	8,553
Total Library Department	6,970	6,343	627	91.0%	6,794	451
Total Special Events	13,300	1,192	12,108	9.0%	15,273	14,081
Total Non-Departmental	285,394	282,562	2,832	99.0%	148,405	(134,157)
TOTAL EXPENDITURES	3,192,075	3,201,247	(9,172)	100.3%	3,010,354	(190,893)
REVENUES OVER (UNDER) EXPENDITURES	\$ -	\$ (142,898)	\$ (142,898)	n/a	\$ (100,773)	\$ (42,125)

General Fund (CIP) - Summary of Revenues and Expenses

September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
REVENUES						
Grant Revenue	\$ 50,000	\$ 50,000	\$ -	100.0%	\$ 76,802	\$ (26,802)
County Contribution	10,000	10,391	391	103.9%	-	10,391
Transfer From General Fund	172,600	179,012	6,412	103.7%	-	179,012
Insurance Claim Refund	-	-	-	n/a	15,135	(15,135)
TOTAL REVENUES	232,600	239,403	6,803	102.9%	91,937	147,465
EXPENDITURES						
Animal Shelter	75,000	76,995	(1,995)	102.7%	11,870	(65,125)
Building Repairs - Police	-	7,684	(7,684)	n/a	8,900	1,216
City Planning Projects	-	-	-	n/a	79,420	79,420
Vehicle Purchases	146,400	132,451	13,949	90.5%	51,990	(80,461)
Equipment Purchases	11,200	12,386	(1,186)	110.6%	52,132	39,746
Software Purchases	-	-	-	n/a	11,264	11,264
Park Improvements	-	-	-	n/a	7,750	7,750
Street Improvements	-	9,886	(9,886)	n/a	45,448	35,561
Stormwater Improvements	-	-	-	n/a	13,029	13,029
TOTAL EXPENDITURES	232,600	239,403	(6,803)	102.9%	281,802	42,399
REVENUES OVER (UNDER) EXPENDITURES					\$ -	\$ -
					\$ (189,865)	\$ 189,865

Airport Fund - Summary of Revenues and Expenditures

September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
REVENUES						
Operating Revenue	\$ 1,523,175	\$ 1,246,733	\$ (276,442)	81.9%	1,437,460	\$ (190,728)
Interest Income	1,600	461	(1,139)	28.8%	740	(279)
Other Miscellaneous Income	16,360	16,498	138	100.8%	12,892	3,607
TOTAL REVENUES	1,541,135	1,263,692	(277,442)	82.0%	1,451,092	(187,399)
EXPENSES						
Personal Services	256,191	239,730	16,461	93.6%	205,864	(33,866)
Operating Expenditures	1,274,944	1,023,911	251,033	80.3%	1,235,582	211,671
Non-Operating Expenditures	10,000	-	10,000	0.0%	-	-
TOTAL EXPENSES	1,541,135	1,263,641	277,494	82.0%	1,441,446	177,805
OPERATING REVENUES OVER (UNDER) EXPENSES	-	51	51	n/a	9,646	(9,594)
NON-OPERATING REVENUE (EXPENSES)						
Capital Improvements - (Grants)	(465,678)	(131,698)	333,980	28.3%	(806,798)	675,100
JPA Revenue (Grants)	465,678	131,923	(333,755)	28.3%	796,946	(665,023)
Capital Outlay - Equipment	-	-	-	n/a	(99,048)	99,048
TOTAL NON-OPERATING REVENUES (EXPENSES)	-	225	225	n/a	(108,899)	109,124
TOTAL REVENUES OVER (UNDER) EXPENSES	-	276	276	n/a	\$ (99,254)	\$ 99,530

CRA Fund - Summary of Revenues and Expenditures

September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
REVENUES						
Tax Incremental Revenue - City	\$ 93,907	\$ 97,668	\$ 3,761	104.0%	\$ 91,068	\$ 6,600
Tax Incremental Revenue - County	135,225	135,226	1	100.0%	131,137	4,088
Interest Income	200	142	(58)	71.1%	213	(71)
Special Events	-	2,750	2,750	n/a	-	2,750
Other Financing Sources	307,110	-	(307,110)	0.0%	5,000	(5,000)
TOTAL REVENUES	536,442	235,786	(300,656)	44.0%	227,418	8,368
EXPENDITURES						
Personal Services	61,345	65,452	(4,107)	106.7%	50,597	(14,854)
Operating Expenditures	74,661	34,397	40,264	46.1%	61,420	27,022
Capital Outlay	390,436	134,471	255,965	34.4%	258,458	123,986
Non-Operating Expenditures	10,000	-	10,000	0.0%	-	-
TOTAL EXPENDITURES	536,442	234,320	302,122	43.7%	370,474	136,155
REVENUES OVER (UNDER) EXPENDITURES					\$ (143,056)	\$ 144,522

Utility Fund (All Services) - Summary of Revenues and Expenses

September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
REVENUES						
Electric Utility	\$ 3,698,849	\$ 3,315,867	\$ (382,983)	89.6%	\$ 3,522,501	\$ (206,634)
Gas Utility	397,750	410,336	12,586	103.2%	424,805	(14,469)
Water Utility	482,426	594,763	112,337	123.3%	498,139	96,625
Solid Waste Income	558,179	554,311	(3,868)	99.3%	559,645	(5,334)
Sewer Utility	568,066	614,278	46,212	108.1%	574,749	39,529
Interest Income	15,000	943	(14,057)	6.3%	2,240	(1,297)
Other Miscellaneous Income	98,627	68,085	(30,541)	69.0%	39,611	28,475
Grant Revenue	-	3,901	3,901	n/a	-	3,901
Transfer from General Fund	-	-	-	n/a	53,431	(53,431)
Use of Retained Earnings	110,000	-	(110,000)	0.0%	-	-
TOTAL REVENUES	5,928,897	5,562,485	(366,412)	93.8%	5,675,120	(112,635)
EXPENSES						
Total Administration Department	200,653	256,712	(56,059)	127.9%	332,882	76,169
Total Electric Department	3,172,603	2,700,740	471,863	85.1%	2,896,036	195,296
Total Gas Department	600,133	539,727	60,406	89.9%	639,311	99,585
Total Water Department	661,277	751,801	(90,524)	113.7%	751,613	(189)
Total Solid Waste Department	546,639	554,898	(8,259)	101.5%	577,677	22,779
Total Sewer Collection / Treatment	747,591	758,739	(11,148)	101.5%	900,904	142,165
TOTAL EXPENSES	5,928,897	5,562,617	366,280	93.8%	6,098,422	535,805
REVENUES OVER (UNDER) EXPENSES	\$ -	\$ (132)	\$ (132)	n/a	\$ (423,302)	\$ 423,169

Utility Fund (Admin) - Summary of Revenues and Expenses

September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
REVENUES						
Other Miscellaneous Income	\$ 98,627	\$ 68,085	\$ (30,541)	69.0%	\$ 39,611	\$ 28,475
Interest Income	15,000	943	(14,057)	6.3%	2,240	(1,297)
Grant Revenue	-	3,901	3,901	n/a	-	3,901
Transfer from General Fund	-	-	-	n/a	53,431	(53,431)
Use of Retained Earnings	110,000	-	(110,000)	0.0%	-	-
TOTAL REVENUES	223,627	72,930	(150,697)	32.6%	95,281	(22,352)
EXPENSES						
Operating Expenditures	200,653	256,712	(56,059)	127.9%	332,882	76,169
TOTAL EXPENSES	200,653	256,712	(56,059)	127.9%	332,882	76,169
REVENUES OVER (UNDER) EXPENSES	22,973	\$ (183,783)	\$ (206,756)	-800%	\$ (237,600)	\$ 53,818

Utility Fund (Electric Services) - Summary of Revenues and Expenses

September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
REVENUES						
Electric Utility	\$ 1,385,418	\$ 1,357,382	\$ (28,036)	98.0%	\$ 1,334,403	\$ 22,979
Electric Utility - Power Cost Adj	2,306,931	1,943,874	(363,057)	84.3%	2,183,447	(239,573)
New Electric Service	4,000	1,680	(2,320)	42.0%	360	1,320
Electric Overhead / Underground	2,500	12,930	10,430	517.2%	4,291	8,639
TOTAL REVENUES	3,698,849	3,315,867	(382,983)	89.6%	3,522,501	(206,634)
EXPENSES						
Personal Services	426,573	297,525	129,048	69.7%	280,397	(17,128)
Operating Expenditures	2,477,911	2,154,250	323,661	86.9%	2,397,030	242,780
Non-Operating Expenditures	268,119	248,965	19,154	92.9%	218,609	(30,356)
TOTAL EXPENSES	3,172,603	2,700,740	471,863	85.1%	2,896,036	195,296
REVENUES OVER (UNDER) EXPENSES	526,246	\$ 615,127	\$ 88,881	117%	\$ 626,465	\$ (11,338)

Utility Fund (Gas Services) - Summary of Revenues and Expenses

September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
REVENUES						
Gas Utility	\$ 365,000	\$ 408,010	\$ 43,010	111.8%	\$ 422,995	\$ (14,985)
Gas Meter Connection/Reconnection	1,000	1,435	435	143.5%	1,510	(75)
New Gas Service	500	891	391	178.2%	300	591
Infrastructure Reimbursement	31,250	-	(31,250)	0.0%	-	-
TOTAL REVENUES	397,750	410,336	12,586	103.2%	424,805	(14,469)
EXPENSES						
Personal Services	217,902	190,474	27,428	87.4%	206,290	15,816
Operating Expenditures	270,446	253,998	16,448	93.9%	354,986	100,988
Non-Operating Expenditures	111,785	95,254	16,530	85.2%	78,035	(17,219)
TOTAL EXPENSES	600,133	539,727	60,406	89.9%	639,311	99,585
REVENUES OVER (UNDER) EXPENSES	\$ (202,383)	\$ (129,391)	\$ 72,992	64%	\$ (214,506)	\$ 85,116

Utility Fund (Water Services) - Summary of Revenues and Expenses

September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
REVENUES						
Water Utility	\$ 472,426	\$ 577,505	\$ 105,079	122.2%	\$ 490,639	\$ 86,866
Water Meter Connection/Reconn	5,000	5,264	264	105.3%	4,440	824
New Water Service	5,000	11,995	6,995	239.9%	3,060	8,935
TOTAL REVENUES	482,426	594,763	112,337	123.3%	498,139	96,625
EXPENSES						
Personal Services	204,304	188,103	16,201	92.1%	185,343	(2,760)
Operating Expenditures	187,243	328,969	(141,726)	175.7%	352,677	23,708
Debt Service	-	-	-	n/a	2,527	2,527
Non-Operating Expenditures	269,730	234,730	35,000	87.0%	211,066	(23,664)
TOTAL EXPENSES	661,277	751,801	(90,524)	113.7%	751,613	(189)
REVENUES OVER (UNDER) EXPENSES	\$ (178,851)	\$ (157,038)	\$ 21,813	88%	\$ (253,474)	\$ 96,436

Utility Fund (Waste Collection) - Summary of Revenues and Expenses

September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
REVENUES						
Solid Waste Income	\$ 558,179	\$ 554,311	\$ (3,868)	99.3%	\$ 559,645	\$ (5,334)
TOTAL REVENUES	558,179	554,311	(3,868)	99.3%	559,645	(5,334)
EXPENSES						
Personal Services	16,981	17,241	(260)	101.5%	22,606	5,365
Operating Expenditures	529,659	537,657	(7,999)	101.5%	525,971	(11,686)
Non-Operating Expenditures	-	-	-	n/a	29,100	29,100
TOTAL EXPENSES	546,639	554,898	(8,259)	203.0%	577,677	22,779
REVENUES OVER (UNDER) EXPENSES	\$ 11,539	\$ (587)	\$ (12,126)	-5%	\$ (18,032)	\$ 17,445

Utility Fund (Sewer Services) - Summary of Revenues and Expenses

September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
REVENUES						
Sewer Utility	\$ 563,066	\$ 604,038	\$ 40,972	107.3%	\$ 570,549	\$ 33,489
Sewer Connection	5,000	10,240	5,240	204.8%	4,200	6,040
TOTAL REVENUES	568,066	614,278	46,212	108.1%	574,749	39,529
EXPENSES						
Sewer Collection						
Personal Services	157,104	137,278	19,826	87.4%	145,237	7,959
Operating Expenditures	70,620	159,750	(89,130)	226.2%	227,377	67,627
Total Sewer Collection	227,724	297,028	(69,303)	130.4%	372,614	75,586
Sewer Treatment						
Personal Services	159,527	140,824	18,703	88.3%	144,675	3,851
Operating Expenditures	164,974	150,522	14,453	91.2%	230,425	79,903
Total Sewer Treatment	324,501	291,345	33,155	89.8%	375,100	83,755
Non-Departmental						
Transfer To General Fund	170,366	170,366	0	100.0%	153,190	(17,176)
Transfer to Capital Improvement Fund	25,000	-	25,000	0.0%	-	-
Total Sewer Collection	195,366	170,366	25,000	87.2%	153,190	(17,176)
TOTAL EXPENSES	747,591	758,739	(11,148)	101.5%	900,904	142,165
REVENUES OVER (UNDER) EXPENSES	\$ (179,525)	\$ (144,461)	\$ 35,064	80.5%	\$ (326,155)	\$ 181,694

Utility Fund (CIP) - Summary of Revenues and Expenses

September 30, 2020

(100% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Sep-19	Variance Fav (unfav)
REVENUES						
Grant Revenue - CDGB	\$ 426,400	\$ 197,727	\$ (228,673)	46.4%	\$ 9,886	187,841
Transfer From Utility Fund	110,000	14,315	(95,685)	13.0%	-	14,315
Infrastructure Reimbursement (IRAs)	-	12,500	12,500	n/a	-	12,500
TOTAL REVENUES	536,400	224,542	(311,858)	41.9%	9,886	214,656
EXPENDITURES						
City Hall Improvements	-	-	-	n/a	-	-
Meter Replacement Program	-	3,984	(3,984)	n/a	-	(3,984)
Software Purchases	20,000	-	20,000	0.0%	-	-
Heavy Equipment Purchases	80,000	232,265	(152,265)	290.3%	-	(232,265)
Water Improvements	10,000	4,401	5,599	44.0%	-	(4,401)
Sewer Improvements	426,400	192,727	233,673	45.2%	-	(192,727)
Gas Improvements	-	70,588	(70,588)	n/a	-	(70,588)
TOTAL EXPENDITURES	536,400	503,965	32,435	94.0%	-	(503,965)
REVENUES OVER (UNDER) EXPENDITURES	\$ -	\$ (279,424)	\$ (279,424)	n/a	\$ 9,886	\$ (289,309)

Capital Projects - Spending Report

September 30, 2020

Current Projects	Status	Project Cost	Funding		Spending	
			Revenue	City Match	YTD Amount	Remaining Amount
General Fund						
Animal Shelter	In Progress	75,000	-	75,000	76,995	(1,995)
	Subtotal	\$ 75,000	\$ -	\$ 75,000	\$ 76,995	\$ (1,995)
Airport Fund						
Refurbish of Existing GA Apron	In Progress	465,678	465,678	-	19,920	445,758
Airport Planning Phase	In Progress	96,560	96,560	-	82,003	14,557
	Subtotal	\$ 562,238	\$ 562,238	\$ -	\$ 101,923	\$ 460,315
Utility Fund						
Upgrade Sewer Plant	In Progress	426,400	426,400	-	145,760	280,640
Water main on SW 4th Ave		10,000	-	10,000	-	10,000
Gas Project	In Progress	125,000	62,500	62,500	70,588	54,412
	Subtotal	\$ 561,400	\$ 488,900	\$ 72,500	\$ 216,349	\$ 345,051
CRA Fund						
Heritage Park Phase II Block 0	In Progress	26,197	-	26,197	38,461	(12,264)
Downtown Redevelopment Project	In Progress	362,535	-	362,535	96,010	266,524
	Subtotal	\$ 388,732	\$ -	\$ 388,732	\$ 134,471	\$ 254,260
	Total	\$ 1,587,370	\$ 1,051,138	\$ 536,232	\$ 529,738	\$ 1,057,632

Capital Purchases - Spending Report

September 30, 2020

Capital Purchase	Total Cost	Funding		Spending	
		Revenue	City Match	YTD Amount	Remaining Amount
Police/Fire					
Computer Back-up System	11,200	-	11,200	4,746	6,454
Dodge Chargers (2)	71,400	50,000	21,400	71,704	(304)
Fire Vehicle	50,000	10,000	40,000	43,274	6,726
Animal Control Pick-up Truck	25,000	-	25,000	23,630	1,370
Subtotal	157,600	60,000	97,600	143,354	14,246
CRA					
Patrick Property	96,010	-	96,010	96,010	-
Subtotal	96,010	-	96,010	96,010	-
Utility Fund - Shared Equipment					
New Radio / Software for Meter Reading	20,000	-	20,000	-	20,000
John Deere Loader	136,406	-	136,406	136,406	-
Meter Replacement Program	3,984	-	3,984	3,984	-
Tracked Skid Steer	80,000	-	80,000	83,052	(3,052)
Subtotal	240,390	-	240,390	223,442	16,948
Total	\$ 494,000	\$ 60,000	\$ 434,000	\$ 462,806	\$ 31,194

Date: November 17, 2020

COUNCIL AGENDA ITEM

TOPIC: Ordinance No. 2020-688 An Ordinance of the City Council of the City of Williston, Florida, Authorizing the Submission of the Amendments to the City Charter, Amending the Compensation of the Councilmembers and Mayor, to the Citizens through a Referendum; and Providing for an effective date.

**REQUESTED BY: ATTY. FREDERICK L. KOBERLEIN, JR. PREPARED BY:
ATTY. FREDERICK L. KOBERLEIN, JR.**

BACKGROUND / DESCRIPTION: Amending the compensation of the Councilmembers and Mayor to the Citizens through a Referendum; and Providing for an Effective Date.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

ORDINANCE NO. 2020-688

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE SUBMISSION OF AMENDMENTS TO THE CITY CHARTER, AMENDING THE COMPENSATION OF THE COUNCILMEMBERS AND MAYOR, TO THE CITIZENS THROUGH A REFERENDUM; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Williston, Florida (hereinafter "City") is a municipality organized and existing under the laws of the State of Florida; and

WHEREAS, the electorate of the City approved the current Charter which, as amended, has been the governing Charter of the City; and

WHEREAS, certain provisions of the Charter have become outdated; and

WHEREAS, the City Council finds that the Charter requires amendments in order to update the compensation of the current and future councilmembers and the mayor.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WILLISTON, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are true and accurate and are adopted and incorporated herein.

Section 2. Section 2.04 of Article II ("City Council and Mayor"), of the Charter shall be amended as follows (words ~~stricken~~ are deletions; words underlined are additions) and submitted to the electorate:

Section 2.04. – Compensation; expenses.

The council may determine the monthly salary of the councilmen, the said salary to be set by ordinance; provided, however, the salary of each councilman shall not be more than ~~two hundred dollars (\$200.00)~~ four hundred dollars (\$400.00) monthly, and the salary of the president of the city council shall not be more than ~~two hundred fifty dollars (\$250.00)~~ five hundred dollars (\$500.00) monthly. Councilmen shall receive their actual and necessary expenses in the performance of the duties of their offices. The mayor shall receive a monthly salary in the amount determined by the city council, the said salary to be set by ordinance, provided, however, the salary of the mayor

shall be not more than ~~two hundred fifty dollars (\$250.00)~~ five hundred dollars (\$500.00) monthly. The mayor shall receive his actual and necessary expenses in the performance of his duties of office.

Section 3. The vote to be cast at the election shall pose the following questions to the electors of the City of Williston:

Section 2.04 – Compensation; expenses

Section 2.04 of the City Charter has not been amended in over two decades. Should Section 2.04 be amended so that the monthly compensation for the mayor and city council president will be increased to five hundred dollars (\$500.00) and the monthly compensation for all other councilmembers will be increased to four hundred dollars (\$400.00)?

YES

NO

Section 4. Severability. Should any section, subsection, sentence, clause, phrase, or other provision of this ordinance be held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 5. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

[Remainder of this page intentionally left blank]

Section 6. Effective Date. This Ordinance shall take effect upon its adoption.

PASSED AND ADOPTED upon first reading this ____ day of July 2020.

NOTICE AND PUBLISHED on the _____ day of _____ 2020.

PASSED AND ADOPTED on the _____ day of _____ 2020.

CITY OF WILLISTON, FLORIDA

By: _____
Justin Head,
City Council President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Latricia Wright, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

Date: November 17, 2020

COUNCIL AGENDA ITEM

TOPIC: APPLICATION/RESUMES FOR TEMPORARY APPOINTMENT TO CITY COUNCIL GROUP "D".

REQUESTED BY: COUNCIL

PREPARED BY: CITY CLERK

BACKGROUND / DESCRIPTION: TEMPORARY COUNCIL SEAT GROUP "D".

LEGAL REVIEW:

APPLICANTS:

- 1. TAMMY JOHNS**
- 2. ANGELA POMPEO**
- 3. PERRY ADAM CLARK**
- 4. MICHAEL COX**
- 5. ALBERT FULLER**
- 6. DEEDEE MERANDO**

CITY OF WILLISTON
APPLICATION FOR TEMPORARY
APPOINTMENT TO CITY COUNCIL/GROUP "D"

Name: Tammi Johns

Mailing Address: 706 W Noble Ave, Williston

Physical Address: 901 SW 16th Ave, Williston

Telephone Number: Home cell 258-9428 Work 528-0090 Fax —

How long have you been a resident of the City of Williston? 10 yrs (city limits)
[City Charter, Article II, Section 2.01(b)]

Brief Educational/Employment/Business Experience WHS Graduate, attended SFCC, worked in Williston since I was 11yrs. Owned a business in Williston for 18.5 yrs.

Why would you like to serve on the Williston City Council? I would like to serve so I can be more involved in my community.

What special assets would you bring to the City Council? I believe owning a business in Williston is my best asset. Also, being from Williston & raising a family gives me a special interest.

Date: 10/26/20 Signature: Tammi Johns

Please attach a copy of any additional information you wish to submit for consideration of your application, such as, Diplomas, Certificates, Resume materials, etc.

DEADLINE: To be considered for this vacancy, please submit your completed application to the City Clerk's Office by noon on Tuesday, November 10, 2020.

Contact:

Angela Pompeo
720 N.W. 7th Street
Williston, Florida 32696
352-538-0633
Angiern1999@gmail.com

Skill Highlights:

I am dependable, organized, flexible, computer literate, excellent telephone etiquette. Filing both alphabetical and numerical, creating documents and educating staff on new policies and procedures.

Proficient in IVs, Catheters, blood drawing, patient care, care planning, administering Medication, supply ordering and maintenance, scheduling, assisting physicians and upper management. Conducting staff meetings. Organized outreach flu clinics, ran special need shelters, and spoke to various organizations on the health dept. Services and prevention Patient and employee advocate, able to decelerate possible volatile situations

I am a people person and work well in a team.

I currently hold a registered nurse license since 1999 and was a LPN since 1982.

Work Experience:

2012 – Present: School Board of Levy County
Williston, Fl

Nursing assistant instructor since 2012. In the program I teach 9th through 12th grade. Focusing on Health careers in 9th grade, Anatomy and Physiology in 10th grade, foundations in 11th grade and NA in 12th grade. In the NA class they go out in the field and do clinicals at the local nursing home and Job shadow through various health care facilities in town. I organize the rotation schedules, contact the facilities and supervisor them throughout. I create lesson plans and reach out to various agencies to speak to my students on healthcare professions and college courses.

I have an 80 percent passing rate of students that graduate with their C.N.A. certificate.

2016 –present: Williston care center
Williston, Fl

Weekend House supervisor: assist nurses as needed, patient rounds, liaison for family and administration, assure overall running of facility. CNA consultant for their CNA class.

2003 -2012: Charlotte County Health Dept.
Port Charlotte, Fl

Clinic Manager of nurses and clerical staff: Scheduling, assisting physicians with patients and paperwork, participate in administrators meetings, conduct staff meetings, administer medications, supply ordering and maintenance, and decelerate possible volatile situations, organized outreach clinics, Special needs shelter manager (setting up, working through the storm take down). Speak to different organizations about services provided. Patient and Staff

advocate. Maintained monthly inventories of medications supplies, No shows and referrals to specialists. Hiring and firing employees.

1999 – 2003 St. Joseph Hospital
Port Charlotte, Fl.

Charge Nurse / Floor Nurse: Assisted nurses with tasks as needed, made rounds with doctors, administered medications, patient care, IV certified, take off orders and made sure they were carried out. Accurate documentation. Facilitated Staff meetings, worked with care plan team.

1994-1999 Port Charlotte Care center:
Port Charlotte

floor nurse, ADLS, medication administration, telephone orders. Assist with doctor rounds. Care plan team

1989-1994 Stuart Convalescent Center
Stuart, Florida

Charge Nurse of long term care residents. Medication administration, ADLS, CAN schedules, feeding, ROM, weekend house supervisor. Wound care

Education and Training:

Edison College
South University

1996 – 1999
2005 – 2008

AS degree in nursing
BSN courses

CITY OF WILLISTON
APPLICATION FOR TEMPORARY
APPOINTMENT TO CITY COUNCIL/GROUP "D"

Name: Perry Adam Clark

Mailing Address: 940 NW 7th Street Williston, FL 32696

Physical Address: 940 NW 7th Street Williston FL 32696


Telephone Number: Cell 352-278-5618 Work 352-745-7546 Fax 352-745-7587

How long have you been a resident of the City of Williston? 4 years
[City Charter, Article II, Section 2.01(b)]

Brief Educational/Employment/Business Experience I have been a licensed insurance representative for twenty-six years. I have been an insurance executive/manager for twenty years. I have owned my own insurance agency for five years.

Why would you like to serve on the Williston City Council? I would like to serve on the Williston City council because Williston is an amazing community that has been very good to me and my family. I want to do my part to keep Williston a great community and I see opportunities to make it even better. I can see the significant changes and obstacles coming before our city. I am seeking a seat on the Williston City Council because I want to help Williston continue to grow and thrive.

What special assets would you bring to the City Council? I am a people person; I connect with everyone. I am a goal driven visionary who sees the big picture and can implement a plan to achieve that goal.

Date: 11/6/2020 Signature: 

Please attach a copy of any additional information you wish to submit for consideration of your application, such as, Diplomas, Certificates, Resume materials, etc.

DEADLINE: To be considered for this vacancy, please submit your completed application to the City Clerk's Office by noon on Tuesday, November 10, 2020.

CITY OF WILLISTON
APPLICATION FOR TEMPORARY
APPOINTMENT TO CITY COUNCIL/GROUP "D"

Name: Michael (Mike) Cox

Mailing Address: 713 SE 3rd St., Williston, FL 32696

Physical Address: Same

Telephone Number: Home 352-256-8636 Work 904-463-2090 Fax None

How long have you been a resident of the City of Williston? 15 years, 1.5 months
[City Charter, Article II, Section 2.01(b)]

Brief Educational/Employment/Business Experience Proud high school graduate of Bronson High School, Bronson, FL. Cumulative 30+ years business experience, to include 10+ in management and 20 in the QSR industry' * see resume for further details.

Why would you like to serve on the Williston City Council? Why not? As a member of the planning and zoning committee, this is an exciting time for Williston. We have pending growth not only businesses but in residential areas as well. Williston is my community, having lived here for over 15 years, being a part of this growth is an exciting prospect.

What special assets would you bring to the City Council? A positive attitude and eagerness to see outside the box . I know the need for change but also respect the past. Looking towards the future with an eye, always, on our history.

Date: 11-10-2020

Signature: _____

Michael Cox

Please attach a copy of any additional information you wish to submit for consideration of your application, such as, Diplomas, Certificates, Resume materials, etc.

DEADLINE: To be considered for this vacancy, please submit your completed application to the City Clerk's Office by noon on Tuesday, November 10, 2020.

Michael A. Cox

Objective

Working in an environment, for an organization, that utilizes my management, customer service, organizational and job skills in an atmosphere that offers personal and professional advancement.

Experience

July, 2002 – present SE Subway Development LLC Jacksonville, FL

Business Consultant

- Oversee and evaluate 30 – 35 franchised Subway restaurants for policy and procedural compliance.
- Orchestrate new business development, consisting of design, set up, and grand opening of new franchise locations
- Lead trainer, introducing new menu items; training new employees to guarantee consistency with food product and procedural regulation.
- Continued monitoring of franchises to increase profitability; collaborate with developing agent to introduce/enforce new policy changes.
- Conduct monthly on-site business evaluations.

Aug., 2001 – July, 2002 Cinnabon Gainesville, FL

General Manager

- Manage staff of eight (ft/pt); including hiring, scheduling, payroll, training.
- Conduct weekly inventory; product ordering.
- Report on food cost, labor cost.
- Daily deposit and cash management.
- Develop new commercial accounts, build sales.

Nov., 1999 – Aug., 2001 Chick-Fil-A Gainesville, FL

General Manager

- Manage staff of 40 (ft/pt); including hiring, scheduling, payroll, training.
- Conduct weekly inventory; product ordering
- Report on food cost, labor cost.
- Daily deposit and cash management.
- Develop new commercial accounts, build sales – increasing store profit from eight percent to twelve percent.

Sept., 1996 – Nov., 1999 Cinnabon Gainesville, FL

Certified Manager/ Trainer

- Manage staff of 8 (ft/pt); including hiring, scheduling, payroll, training.
- Conduct weekly inventory; product ordering.
- Report on food cost, labor cost.
- Daily deposit and cash management.
- Develop new commercial accounts, build sales.
- Trained new managers, on a corporate level, for site specific locations.
- Assisted with the openings of new locations.

Education

Aug., 1979 – June, 1984

Bronson High School

Bronson, FL

High School Diploma

- Outstanding school service

1999

Sante Fe College

- Welding

Awards/ Recognitions

- Four time recipient of the Business Consultant award: Highest customer service

References

References are available on request.

To: Williston City Council C/O City Clerk

50 NW Main St, Williston, FL 32696

From: Albert Fuller

Date: November 9, 2020

Subject: Application for Appointment to City Council

Please find attached the completed application for appointment to the city council. This is a brief representation of the skills and abilities I promise to bring to the position if appointed. Further documentation is available upon request.

I appreciate your careful consideration of the contents of this application.

CITY OF WILLISTON
APPLICATION FOR TEMPORARY
APPOINTMENT TO CITY COUNCIL/GROUP "D"

Name: Albert Fuller

Mailing Address: 5450 Ne 144th Ave Williston, FL 32696

Physical Address: 820 Ne 3rd Ave Williston, FL 32696

Telephone Number: 352-256-0049

How long have you been a resident of the City of Williston? [City Charter, Article II, Section 2.01 (b)]. 32 years

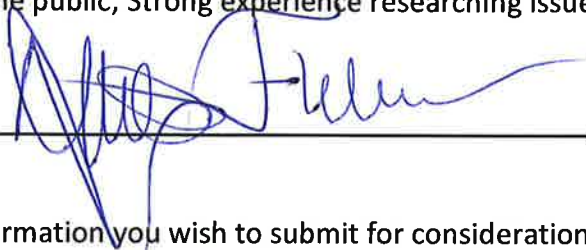
Brief Educational/Employment/Business Experience: Bachelor of Science Degree in Soil Science; Master of Science Degree in Agriculture Economics/ Marketing; Four years as Soil Scientist with USDA. Thirty-Eight years as an Educator with the University of Florida/ Twenty-Eight years as unit administrator. Thirty-Three years as a self-employed educator in Leadership Development, Team Building and Community Development, serving in over 20 different countries and territories throughout the world. I also presently operate a Small Farm in Levy County in Partnership with my son.

Why would you like to serve on the Williston City Council? I would like the opportunity to exercise my education, experience, and knowledge of Williston to help make sound decisions for the present and future of the city and all of its residents. Although, the needs and desires of the African-American community in Williston may have been represented in previous decisions, having an African American person on the council, that lives in the community may give the rank and file members of the community a feel, that their needs and desires are being represented by someone who better understands that segment of the community.

What special assets would you bring to the City Council? Strong experience serving in leadership roles with the City of Williston, presently serving as chair of the Planning and Zoning commission; Strong understanding of, and strategic vision into the African-American community; Experience working with all segments of the Williston community; Forty-Two years of professional experience working with the public; Strong experience researching issues.

Date: 11/9/20

Signature: _____



Please attach a copy of any additional information you wish to submit for consideration of your application, such as, Diplomas, Certificates, Resume materials, etc.

November 3, 2020

This letter is to express my interest in the Williston City Council seat vacancy. The following is a brief introduction and why I would make a good appointment for councilor.

I am not a long-term resident of Williston, but I believe that does not hinder my candidacy for this position. I have been a part of small towns that, like Williston, want to retain their great qualities but also want to offer ways for the community to grow and prosper. I feel I can draw from those experiences and help Williston continue to reach its potential and go beyond its residents' expectations. I am not a "my way" kind of person but love to exchange ideas, take part in discussions, and move forward on what is agreed upon by the majority. I can agree to disagree if the majority rules on an idea different than my own without negative actions. I have learned through many years of experience as a co-pastor/pastor's wife to serve and care for those around me and to focus on what best serves the community and not my own interest.

In every church/community I have served in I have planned and participated in many community events, helped and supported small businesses from their opening ceremonies all the way to seeing them exceed the communities expectations, counseled business owners to find partners to share expenses so they can grow and eventually become independent, and helped business owners through revitalization of their business.

Upon moving to Williston in December of 2017 to re-launch Cornerstone Church, my husband and I encountered a unique situation of having a large sinkhole under the church building. This circumstance caused us to seek out our city leaders and their experience as we understood that the City Hall was just finishing their building after dealing with much the same issue. I appreciated the time they took with us and the concern they showed having already gone through the process and I knew that should the opportunity arise I would love to be part of the leadership of this community.

I have enjoyed getting to know members of this community and hearing the history from those that grew up here. I have heard what Williston once was, how it has evolved with the times, and how it is now looking forward to better days. I believe memories have their place in the heart of the town, but I also believe that well planned ideas can be exciting and can regenerate a community. I believe that Williston is a great small community that is wanting to reach its full potential and at the same time want to keep a small town feel. I believe that communication between the council members and the people they represent is key to making intelligent decisions regarding

the best possible approach to move our city forward in a fiscally responsible and appropriate manner. Communication with the citizens, department heads and other involved governmental agencies would be one of my top concerns should this position be made available to me.

It is my feeling that I would serve without conflict as I am not related to any of the current members nor do I have a pre-planned agenda for the City of Williston. I also know the importance of confidentiality in this position and I do not see any conflicts in my life that would keep me from being prepared for and attending scheduled meetings and serving my community as a City Council member.

I look forward to hearing from the council and can be available on short notice. I can also provide references upon request from congregation members, friends, and other business associates. Thank you.

Deedee Merando
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352.538.0798 (cell)