

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

DATE: TUESDAY, MAY 18, 2021  
TIME: 6:00 P.M.  
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson  
Council President Debra Jones  
Vice-President Marguerite Robinson  
Councilmember Michael Cox  
Councilmember Darfeness Hinds  
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman  
City Attorney Fred Koberlein  
City Clerk Latricia Wright

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 –SWEARING IN OF NEW POLICE OFFICER– MAYOR JERRY ROBINSON.

ITEM – 4 – CONSENT AGENDA (pp 5-8)

- Council minutes from May 4, 2021

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN
- DEPUTY CITY MANAGER CJ ZIMOSKI
- CRA PRESIDENT NICK WILLIAMS
- COUNCIL

ITEM – 6 – NEW BUSINESS –

- A. MICHAEL PESSO DISCUSSION ABOUT HIS PROPERTY LOCATED AT 541 W NOBLE AVE.
- B. JACKIE APPLING: DISCUSSION ABOUT CORNELIOUS WILLIAMS PARK AND PRESENTATION.

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- C. REVIEW OF MARCH 2021 FINANCIAL REPORT. FINANCE DIRECTOR STEPHEN BLOOM.(pp 9-31)
- D. DISCUSSION WITH POSSIBLE ACTION: EPIC GRANT AGREEMENT- CITY MANAGER JACKIE GORMAN.(pp 32-45)
- E. DISCUSSION WITH POSSIBLE ACTION: POLICE DEPARTMENT RENOVATION LOAN. CHIEF DENNIS STROW.
- F. RESOLUTION 2021-24: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GFL SOLID WASTE SOUTHEAST LLC; PROVIDING FOR THE PURPOSE OF RESIDENTIAL AND COMMERCIAL AND DISPOSAL OF SOLID WASTE FOR THE CITY; AND PROVIDING AN EFFECTIVE DATE. CITY MANAGER JACKIE GORMAN.(pp 46-68)
- G. RESOLUTION 2021-26: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ALLOWING FOR THE RENEWAL OF THE HIGHWAY LIGHTING AGREEMENT CONTRACT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF WILLISTON, FLORIDA. DEPUTY CITY MANAGER CJ ZIMOSKI.(pp 69-89)
- H. RESOLUTION 2021-27: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA; APPOINTING MR. MARC POMPEO TO THE PLANNING AND ZONING COMMISSION FOR A THREE-YEAR TERM BEGINNING MAY 22, 2021 AND ENDING MAY 22, 2024; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES.(pp 90-92)
- I. RESOLUTION 2021-28: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, RE-APPOINTING SHARON BRANNAN TO THE CITY OF WILLISTON BOARD OF ADJUSTMENT AND CODE ENFORCEMENT FOR A TERM BEGINNING MAY 18, 2021 AND ENDING MAY 7, 2024. CITY PLANNER LAURA JONES.(pp 93-94)
- J. 1<sup>ST</sup> READING ORDINANCE 2021-691: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, PROVIDING FOR THE INCREASE IN COMPENSATION OF THE COUNCILMEMBERS AND MAYOR; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR THE SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. – COUNCIL PRESIDENT DEBRA JONES.(pp 95-97)
- K. DISCUSSION WITH POSSIBLE ACTION: ADDING LAURA JONES TO THE GENERAL PENSION BOARD. RESOLUTION 2021-31: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPOINTING LAURA JONES TO THE GENERAL EMPLOYEES PENSION COMMITTEE FOR AN UNDESIGNATED PERIOD. COUNCIL PRESIDENT DEBRA JONES. (pp 98-102)
- L. DISCUSSION WITH POSSIBLE ACTION: CITY ATTORNEY FRED KOBERLEIN RESIGNATION. COUNCIL PRESIDENT DEBRA JONES.

ITEM – 7 – PUBLIC PARTICIPATION

ITEM – 8 – ANNOUNCEMENTS

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ITEM – 9 – ADJOURNMENT

**NEXT SCHEDULED MEETING JUNE 1, 2021 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.

**\*\* 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. \*\***

Council Meeting Procedures for members of the Public

1. All cell phones to be turned off when entering the Council Chambers;
2. Once the audience has taken their seat and the meeting begins, there will be no talking between audience members during the course of the Council meeting. If anyone continues to talk within the audience and is called down 3 times during the course of the meeting, on the third time that person will be escorted out of the Council meeting;
3. The audience must be recognized by the President before being allowed to address the Council;
4. The member of the audience that is recognized will proceed to the podium, state their name for the benefit of the City Clerk, prior to offering comments on a given matter;
5. The audience member will be limited to not more than 5 minutes to speak based on Resolution 2012-07;
6. There will be no personal attacks made by any member in the audience toward a sitting Council member and no personal attacks made by any Council member toward a member of the audience;
7. There will be no conversation between a member of the audience that has been recognized and any other member of the audience when speaking while at the podium;
8. If an audience member wants to speak more than the allotted 5 minutes allowed then that person should make a request to City Hall so that the item may be placed on the agenda.

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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

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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: TUESDAY, MAY 4, 2021  
TIME: 6:00 P.M.  
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson  
Council President Debra Jones  
Vice-President Marguerite Robinson  
Councilmember Michael Cox  
Councilmember Darfeness Hinds  
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman  
City Attorney Fred Koberlein  
City Clerk Latricia Wright  
Deputy City Manager CJ Zimoski

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and Pledge of Allegiance led by Mayor Jerry Robinson.

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

Vice-President Marguerite Robinson moved to approve the agenda as written. Councilmember Cox seconded. Motion carried 5-0 by saying “Aye”.

ITEM – 2 – PUBLIC PARTICIPATION - Ben Wessels from Morriston, Florida, donated to the City a 6ft horse that can be painted to look like Foolish Pleasure. . Mr. Wessels said Foolish Pleasure birthday is March 23, 2020 and he would like to see it dedicated at a ceremony. Council President Jones said the CRA would be the best board for him to work with on this project.

ITEM – 3 - PROCLAMATION: RECOGNIZING MAY 2 - 8<sup>TH</sup> AS MUNICIPAL CLERKS WEEK– MAYOR JERRY ROBINSON. Mayor Robinson presented the Proclamation recognizing May 2-8<sup>th</sup> as Municipal Clerks Week to City Clerk Latricia Wright.

ITEM – 4 – CONSENT AGENDA - Vice President Robinson moved to approve consent agenda. Councilmember Cox and Ross seconded. Motion carried 5-0 by saying “Aye”.

- Council minutes from April 20, 2021
- Resolution 2021-22: A Resolution of the City Council of the City of Williston, Florida, designating Saturday, July 3, 2021, as the scheduled date for the 2021 City of Williston Independence day Celebration, and establishing an effective date.
- Resolution 2021-25: A Resolution of the City Council of the City of Williston, Florida, ratifying the Mayor’s extension of the State of Emergency arising from the Covid-19 Public Health emergency.

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ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN –absent
- DEPUTY CITY MANAGER CJ ZIMOSKI – Deputy City Manager Zimoski updated the Council on the Waste Collection Contract. Deputy City Manager Zimoski said the contract will be ready at the next meeting. The liquidated clause was missing in the contract. Deputy City Manager Zimoski also gave the Council an update on the last three FMFA bills.
- COUNCIL – none

ITEM – 6 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: APPROVING A PROPOSED PRELIMINARY PLAT FOR WILLISTON CORNERS. – CITY PLANNER LAURA JONES. – City Planner Jones presented the plat to the Council for review. Planner Jones said there were a few changes that need to be corrected. Council President Jones asked if they name of the plaza could be changed from Williston Corners because we already have a Williston Corner deli off state road 41. Planner Jones replied yes. Councilmember Cox moved to approve the preliminary plat. Vice-President Robinson seconded. Motion carried 5-0 by saying “Aye”.
- B. RESOLUTION 2021-20: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE EXECUTION OF A RELEASE AND SATISFACTION OF LIEN RECORDED IN THE OFFICIAL RECORDS BOOK 1562, BEGINNING AT PAGE 40, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, RELATING TO A CODE ENFORCEMENT LIEN. – CITY PLANNER LAURA JONES. City Planner Jones told the Council the property had been sold and the new owners have cleaned up the property and are in compliance. Vice-President Robinson moved to approved Resolution 2021-20. Councilmember Cox seconded. Motion carried 5-0 by saying “Aye”.
- C. RESOLUTION 2021-23: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN AN AMOUNT OF UP TO \$23,000.00, FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION IN ACCORDANCE WITH THE CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT. – AIRPORT MANAGER BENTON STEGALL. Airport Manager Stegall discussed with the FAA grant with the Council. Mr. Stegall said the grant would be used for reimbursement for the cost of moving the fence from one spot to another and a few other things. Councilmember Ross moved to approve

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Resolution 2021-23. Councilmember Hinds seconded. Motion carried 5-0 by saying "Aye".

- D. ORDINANCE NO. 690: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; CHAPTER 2 ADMINISTRATION; ARTICLE 6 FINANCES; REMOVING LANGUAGE IN SECTION 2-232 COLLECTION OF EXPENSES AND REPLACING WITH NEW LANGUAGE FOR COLLECTION OF FEES FOR ALL PAST DUE ACCOUNTS, OF ALL TYPES; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. – CITY MANAGER JACKIE GORMAN.  
First reading of Ordinance 690. Deputy City Manager Zimoski told the Council the Ordinance would allow for the City to collect 15% above the amount due for delinquent bills. Councilmember Cox moved to approve the first reading of Ordinance 690. Vice-President Robinson seconded. Motion carried 5-0 by saying "Aye".
- E. SPECIAL EXCEPTION SE 2021-01: AN APPLICATION FROM RAHI ONE PROPERTY, LLC REQUESTING A SPECIAL EXCEPTION TO ALLOW ALCOHOL SALES "PACKAGE STORE" IN A COMMERCIAL INTENSIVE (C-2) DISTRICT. – CITY PLANNER LAURA JONES. – City Clerk Wright swore in all that would be making statements regarding Special Exception 2021-01. Attorney Norm Fugate was present, representing RAHI One Property, LLC. All of the Council disclosed they had spoken with Attorney Blake Fugate about the Special Exception 2021-01. Attorney Norm Fugate reminded everyone that the Special Exception is based on the criteria's for the case and not personal feelings. DeeDee Merando representing the Levy County Coalition stated Levy County have the highest status for alcohol drinking than anywhere else in the State of Florida. Mrs. Merando discussed several other issues as to why the Council should decide against allowing the Special Exception. After much discussion, Vic-President Robinson moved to approve Special Exception 2021-01. Councilmember Hinds seconded. Motion carried 4-1 by saying "Aye". Council President Jones, Vice-President Robinson, Councilmembers Cox and Hinds all voted "Aye". Councilmember Ross voted "Nay".
- F. DISCUSSION WITH POSSIBLE ACTION: WHO SIGNS COUNCIL PAF'S (PERSONNEL ACTION FORM) – COUNCIL PRESIDENT DEBRA JONES. – Council President Jones told Councilors that the Mayor had researched this subject and raises are to be done by Ordinances. Council agreed the amount of the raises should be what the voters, voted on. The vote was \$500 for Mayor and Council President and \$400 for all other Council members. Raises should be effective June first per City Attorney Fred Koberlein.

ITEM – 7 – PUBLIC PARTICIPATION - None

ITEM – 8 – ANNOUNCEMENTS – Mayor Robinson announced National Day of Prayer will be held on May 6<sup>th</sup> at noon at the Pavilion. Chief Dennis Strow announced they will be honoring all fallen officers on May 12<sup>th</sup> at 10:00 at the Pavilion. Vice-President Robinson announced their

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will be music in the Heritage Park on Friday May 7<sup>th</sup> starting at 6:00. Council President Jones announced Memorial Day Service will be held on May 31<sup>st</sup> at Orange Hill Cemetery.

ITEM – 9 – ADJOURNMENT –with no further business Vice-President moved to adjourn at 7:30 p.m. Councilmember Cox seconded. Motion carried 5-0 by saying “Aye”.

**NEXT SCHEDULED MEETING MAY 18, 2021 AT 6:00 P.M.**

**Date: May 18, 2021**

**COUNCIL AGENDA ITEM**

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**AGENDA ITEM:** REVIEW OF MARCH 2021 FINANCIAL REPORT (unaudited)

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

**BACKGROUND / DESCRIPTION:** This agenda item includes the March 2021 unaudited financial report. Also included prior to the financial report are PowerPoint slides. The 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 March 2021 unaudited Financial Report

**ATTACHMENTS:** ☐ CONTRACT      ☐ RESOLUTION      ☒ OTHER

**COUNCIL ACTION:** ☐ APPROVED      ☐ DISAPPROVED



# CITY OF WILLISTON, FL

## FINANCIAL REPORT FY2021 – 2ND QUARTER

Meeting Date: May 18, 2021

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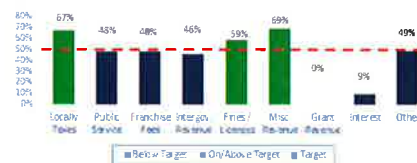
## GENERAL FUND

### Overview

(50% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$1,771,158	\$1,582,080	\$189,078	56.0%	✓
Expenditures / Other Uses	\$1,454,659	\$1,582,080	\$127,420	46.0%	✓
Current Year Surplus / (Deficit)	\$316,499	\$0	\$316,499	n/a	✓
Available Reserves	\$818,879	\$752,924	\$65,955	26.8%	✓

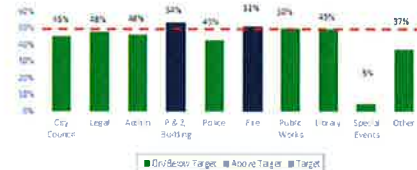
Chart 1: Revenues - % of Budget Collected



### Financial Highlights

- Property Taxes – 80.2% Collected.
- All Departments (except P&Z and Fire) are at or under the budget.
- Transferred \$8.7 thousand to Capital Project fund (CIP).

Chart 2: Expenditures - % of Budget Spent



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City of Williston, Florida

FY2021 2nd Quarter Report

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## AIRPORT FUND (OPERATIONS)

### Overview

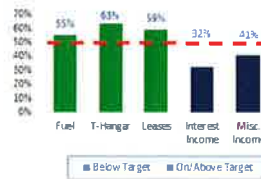
(50% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$759,222	\$676,704	\$82,517	56.1%	✓
Expenditures / Other Uses	\$692,109	\$676,704	(\$15,405)	51.1%	✗
Current Year Surplus / (Deficit)	\$67,112	\$0	\$67,112	n/a	✓
Available Reserves	\$86,023	\$338,352	(\$252,329)	6.4%	✗

Chart 3: Airport Fund - Fund Balance



Chart 4: Revenues - % of Budget Collected



### Financial Highlights

- Year over year fuel sales increased by 1.7% - \$9.3 thousand.
- All other operating revenue increased by 3.1% - \$5.7 thousand.
- Current A/R collection allowance - \$63.2 thousand.

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City of Williston, Florida

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## CRA FUND

### Overview

(50% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$212,247	\$123,920	\$88,327	85.6%	✓
Expenditures / Other Uses	\$48,021	\$256,124	\$208,103	9.4%	✓
Current Year Surplus / (Deficit)	\$164,226	\$0	\$164,226	n/a	✓
Available Reserves	\$516,937	\$128,062	\$388,875	100.9%	✓

### Financial Highlights

- County distribution of tax revenue received in December - \$155.7K.

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City of Williston, Florida

FY2021 2nd Quarter Report

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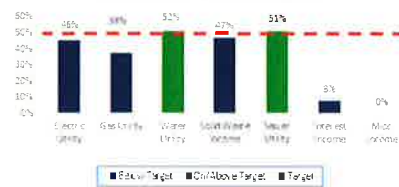
## UTILITY FUND

### Overview

(50% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$2,685,305	\$2,992,449	(\$307,144)	44.9%	✗
Expenditures / Other Uses	\$2,523,469	\$2,992,449	\$468,980	42.2%	✓
Current Year Surplus / (Deficit)	\$161,836	\$0	\$161,836	n/a	✓
Available Reserves	\$4,153,763	\$1,239,628	\$2,914,134	83.8%	✓

Chart 5: Revenue - % of Budget Collected



### Financial Highlights

- Utility fund generated a surplus of \$161.8 thousand so far for the fiscal year. The surplus is used for capital purchases, repairs & maintenance.
- 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 2nd installment of infrastructure reimbursement for gas project.

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City of Williston, Florida

FY2021 2nd Quarter Report

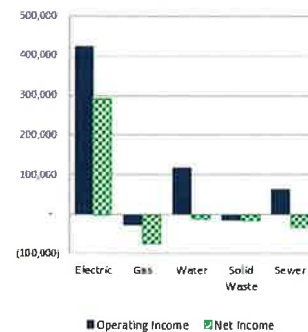
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## UTILITY FUND

### Breakdown by Utility Service

	Electric	Gas	Water	Solid Waste	Sewer	Total
<b>Operating Revenue</b>						
Service Charges	1,547.2	224.6	279.1	288.0	302.8	2,621.5
Other	37.4	5.4	6.7	6.5	7.3	63.4
<b>Total</b>	<b>1,584.6</b>	<b>230.1</b>	<b>285.8</b>	<b>274.5</b>	<b>309.9</b>	<b>2,684.9</b>
<b>Operating Expenses</b>						
Department Costs	1,083.5	245.3	154.4	277.4	233.0	1,993.6
Administrative Alloc	78.6	11.1	13.8	13.3	15.0	129.9
Depreciation	-	-	-	-	-	-
<b>Total</b>	<b>1,160.1</b>	<b>256.4</b>	<b>168.2</b>	<b>290.7</b>	<b>248.0</b>	<b>2,123.5</b>
<b>Operating Income</b>	<b>424.4</b>	<b>(26.4)</b>	<b>117.6</b>	<b>(16.2)</b>	<b>62.0</b>	<b>561.4</b>
<b>Non-operating income / (expenses)</b>						
Interest Income	0.2	0.0	0.0	0.0	0.0	0.4
Transfer to CF / CIP	(132.3)	(47.2)	(127.7)	-	(92.7)	(400.0)
<b>Total</b>	<b>(132.1)</b>	<b>(47.2)</b>	<b>(127.7)</b>	<b>0.0</b>	<b>(92.7)</b>	<b>(399.6)</b>
<b>Net Income</b>	<b>292.4</b>	<b>(73.6)</b>	<b>(10.1)</b>	<b>(16.1)</b>	<b>(30.7)</b>	<b>161.8</b>

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



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City of Williston, Florida

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## CAPITAL PROJECTS

Current Projects	Status	Project Cost	Funding		Spending		
			Revenue	City Match	YTD Amount	Remaining Amount	
<b><u>General Fund</u></b>							
Fire Station - Replace Bay Doors		32,000	32,000	-	5,400	26,600	
Remodeling Police Station		50,000	50,000	-	-	50,000	
Street Improvements		25,000	-	25,000	-	25,000	
Subtotal		<b>\$ 107,000</b>	<b>\$ 82,000</b>	<b>\$ 25,000</b>	<b>\$ 5,400</b>	<b>\$ 101,600</b>	
<b><u>Airport Fund</u></b>							
Purchase 5,000 Gallons Fuel Truck		160,000	160,000	-	-	160,000	
Rehabish GA Apron/ Construct Taxiway H		280,523	280,523	-	83,835	196,688	
Subtotal		<b>\$ 440,523</b>	<b>\$ 440,523</b>	<b>\$ -</b>	<b>\$ 83,835</b>	<b>\$ 356,688</b>	
<b><u>Utility Fund</u></b>							
Upgrade Sewer Plant		426,400	426,400	-	103,720	322,680	
Blue Rock Development		31,098	31,098	-	24,443	6,655	
John Henry Park - Stormwater Project		963,000	722,250	240,750	93,260	869,740	
Electric Infrastructure at Airport		100,000	-	100,000	8,000	92,000	
Subtotal		<b>\$ 1,520,498</b>	<b>\$ 1,179,748</b>	<b>\$ 340,750</b>	<b>\$ 229,424</b>	<b>\$ 1,291,074</b>	
<b><u>CRA Fund</u></b>							
2021 Projects		378,812	-	378,812	6,830	369,982	
Subtotal		<b>\$ 378,812</b>	<b>\$ -</b>	<b>\$ 378,812</b>	<b>\$ 6,830</b>	<b>\$ 369,982</b>	
Total			<b>\$ 2,446,833</b>	<b>\$ 1,702,271</b>	<b>\$ 742,562</b>	<b>\$ 325,488</b>	<b>\$ 2,119,344</b>

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City of Williston, Florida

FY2021 2nd Quarter Report

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## CAPITAL SPENDING

Capital Purchase	Total Cost	Funding		Spending	
		Revenue	City Match	YTD Amount	Remaining Amount
<b><u>Police/Fire</u></b>					
Dodge Chargers (2)	88,000	66,000	22,000	-	88,000
Fire Brush Truck	50,000	50,000	-	-	50,000
Computer Replacement	3,000	-	3,000	-	3,000
Exdnicalon Equipment Replacement	88,650	88,650	-	-	88,650
Video Surveillance System	6,500	6,500	-	-	6,500
<b>Subtotal</b>	<b>236,150</b>	<b>211,150</b>	<b>25,000</b>	<b>-</b>	<b>236,150</b>
<b><u>Utility Fund</u></b>					
GIS Mapping	15,000	-	15,000	-	15,000
ITRON Meter Reading Radio Upgrade	21,385	-	21,385	23,857	-
Replace/Repair Motor	17,851	-	17,851	17,851	-
6" Water Pump	50,000	-	50,000	39,766	10,234
Saw Mill	10,000	-	10,000	13,110	-
Meter replacement program	20,000	-	20,000	-	20,000
Fire hydrants (\$5,000 per hydrant - 2)	10,000	-	10,000	-	10,000
<b>Subtotal</b>	<b>144,236</b>	<b>-</b>	<b>144,236</b>	<b>94,383</b>	<b>55,234</b>
<b>Total</b>	<b>\$ 380,386</b>	<b>\$ 211,150</b>	<b>\$ 169,236</b>	<b>\$ 94,383</b>	<b>\$ 291,384</b>

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City of Williston, Florida

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## OUTSTANDING LOANS

Description	Original Amount	Amount Paid to Date	Amount Remaining	Funding Source
<b><u>Bank Loans</u></b>				
Purchase of Fire Truck	\$ 150,000	\$ 107,939	\$ 42,061	County Fire revenue
Construction of New City Hall	1,263,530	85,462	1,178,069	General / Utility Fund
<b>Subtotal</b>	<b>1,413,530</b>	<b>98,503</b>	<b>1,315,028</b>	
<b><u>Interfund Loans</u></b>				
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	31,183	71,474	Due to General Fund from Airport Fund
<b>Subtotal</b>	<b>1,064,794</b>	<b>41,588</b>	<b>1,023,206</b>	
<b>Total</b>	<b>\$ 2,478,324</b>	<b>\$ 140,090</b>	<b>\$ 2,338,234</b>	

# City of Williston



## Financial Report

Fiscal Year 2021 – 2nd Quarter

March 31, 2021

(unaudited)

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## Balance Sheet - All Funds

March 31, 2021

Description	General Fund	Airport Fund	CRA Fund	Utility Fund	Total
<b>ASSETS</b>					
Petty Cash	1,600	100	\$ -	\$ -	1,700
Cash & Cash Equivalents	824,526	(60,060)	434,216	2,557,343	3,756,025
Investments	8,848	-	-	186,995	195,843
Accounts Receivable	420	6,605	-	734,870	741,896
Note Receivable	71,474	-	-	-	71,474
Due from Other Funds	-	-	82,721	198,075	280,796
Due from Other Governmental Units	151,013	185,758	-	71,209	407,981
Prepaid Expenses	78,176	21,580	-	18,226	117,982
Inventory	-	28,869	-	271,013	299,882
Net Pension Assets	-	-	-	409,049	409,049
Net Capital Assets	-	-	-	8,254,390	8,254,390
<b>TOTAL ASSETS</b>	<b>1,136,058</b>	<b>182,851</b>	<b>516,937</b>	<b>12,701,169</b>	<b>14,537,016</b>
<b>DEFERRED OUTFLOW OF RESOURCES</b>					
Pension Related - Deferred Outflow	-	-	-	368,417	368,417
<b>TOTAL DEFERRED OUTFLOW OF RESOURCES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>368,417</b>	<b>368,417</b>
<b>LIABILITIES</b>					
Accounts Payable	5,202	10,842	\$ -	\$ 5,854	21,898
Accrued Expenses	25,737	2,045	3,044	306,186	337,013
Sales Tax Payable	-	2,287	-	7,656	9,943
Payroll Liabilities	-	-	-	76,949	76,949
Other Liabilities	3,849	-	-	-	3,849
Due to other Funds	280,796	-	-	-	280,796
Due to Other Governmental Units	-	-	-	-	-
Deposits	-	-	-	274,109	274,109
City Hall Loan	-	-	-	1,201,111	1,201,111
Notes Payable	-	71,474	-	-	71,474
Deferred Revenue	-	10,180	-	-	10,180
Power Cost Adjustment - Electric	-	-	-	103,750	103,750
Accum Absences/ OPEB Obligation	-	-	-	204,824	204,824
<b>TOTAL LIABILITIES</b>	<b>315,584</b>	<b>96,828</b>	<b>3,044</b>	<b>2,180,438</b>	<b>2,595,894</b>
<b>DEFERRED INFLOW OF RESOURCES</b>					
Pension Related - Deferred Inflow	-	-	-	360,467	360,467
<b>TOTAL DEFERRED INFLOW OF RESOURCES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>360,467</b>	<b>360,467</b>
<b>FUND BALANCES</b>					
Reserve for:					
Law Enforcement	1,595	-	-	-	1,595
Community Redevelopment	-	-	513,893	-	513,893
Unreserved, Reported in:					
General Fund	818,879	-	-	-	818,879
Special Revenue Airport	-	86,023	-	-	86,023
Capital Improvement Fund	-	-	-	-	-
Utility Fund	-	-	-	10,528,681	10,528,681
<b>TOTAL FUND BALANCES</b>	<b>820,474</b>	<b>86,023</b>	<b>513,893</b>	<b>10,528,681</b>	<b>11,949,072</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCES</b>	<b>1,136,058</b>	<b>182,851</b>	<b>516,937</b>	<b>12,701,169</b>	<b>14,537,016</b>

## General Fund (Operations) - Summary of Revenues and Expenditures

March 31, 2021

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Mar-20	Variance Fav (unfav)
REVENUES						
Locally Levied Taxes	\$ 1,204,705	\$ 813,096	\$ (391,609)	67.5%	\$ 794,905	\$ 18,191
Public Service Taxes	375,000	181,770	(193,230)	48.5%	168,256	13,514
Franchise Fees	77,230	37,294	(39,936)	48.3%	36,679	615
Intergovernmental Revenues	523,725	239,108	(284,617)	45.7%	223,149	15,960
Fines & Forfeitures	19,050	9,880	(9,170)	51.9%	2,914	6,965
License & Permits	111,650	67,301	(44,349)	60.3%	47,588	19,712
Miscellaneous	32,300	22,346	(9,954)	69.2%	19,465	2,881
Interest Income	4,000	364	(3,636)	9.1%	367	(3)
Non-Operating	816,500	400,000	(416,500)	49.0%	367,503	32,497
TOTAL REVENUES	3,164,160	1,771,158	(1,393,001)	56.0%	1,660,826	110,332
EXPENSES						
Total City Council	37,719	17,108	20,611	45.4%	18,778	1,670
Total Legal Services	41,000	19,670	21,330	48.0%	17,694	(1,976)
Total Administration	240,152	113,477	126,675	47.3%	111,070	(2,408)
Total Purchasing	5,800	410	5,390	7.1%	357	(53)
Total Planning & Zoning	58,664	27,848	30,817	47.5%	23,191	(4,656)
Total Building Permits	106,089	60,823	45,266	57.3%	20,714	(40,109)
Total Human Resources	18,254	13,778	4,475	75.5%	-	(13,778)
Total Police Department	1,231,283	521,748	709,534	42.4%	579,311	57,563
Total Police Communications	268,953	124,388	144,564	46.2%	115,085	(9,304)
Total Health/Animal Control	50,116	24,104	26,012	48.1%	24,972	868
Total Fire Department	587,580	301,673	285,907	51.3%	359,683	58,010
Total Public Works	309,732	157,425	152,307	50.8%	158,449	1,024
Total Recreation / Athletics	7,497	715	6,782	9.5%	38	(676)
Total Library Department	6,199	3,062	3,137	49.4%	2,577	(485)
Total Special Events	13,300	662	12,638	5.0%	536	(125)
Total Non-Departmental	181,822	67,769	114,053	37.3%	92,801	25,033
TOTAL EXPENDITURES	3,164,160	1,454,659	1,709,500	46.0%	1,525,257	70,597
REVENUES OVER (UNDER) EXPENDITURES \$					\$	\$
	-	\$ 316,499	\$ 316,499	n/a	\$ 135,569	\$ 180,929

## General Fund (CIP) - Summary of Revenues and Expenses

March 31, 2021

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Mar-20	Variance Fav (unfav)
REVENUES						
Grant Revenue	\$ 103,500	\$ -	\$ (103,500)	0.0%	\$ 31,661	\$ (31,661)
County Contribution	-	-	-	n/a	10,000	(10,000)
Insurance Claim Refund	-	168	168	n/a	-	168
Transfer From General Fund	50,000	8,742	(41,258)	17.5%	45,316	(36,574)
Bank Loans	189,650	-	(189,650)	0.0%	-	-
TOTAL REVENUES	343,150	8,910	(334,240)	2.6%	86,977	(78,067)
EXPENDITURES						
Vehicle Purchases	138,000	650	137,350	0.5%	55,291	54,641
Equipment Purchases	98,150	-	98,150	0.0%	6,229	6,229
Software Purchases	-	2,860	(2,860)	n/a	-	(2,860)
Street Improvements	25,000	-	25,000	0.0%	9,886	9,886
Building Renovations	82,000	5,400	76,600	6.6%	5,096	(304)
TOTAL EXPENDITURES	343,150	8,910	334,240	2.6%	76,977	68,067
REVENUES OVER (UNDER) EXPENDITURES \$ - - \$ - n/a					\$ 10,000 \$ (10,000)	

## Airport Fund - Summary of Revenues and Expenditures

March 31, 2021

(50% Yr Complete)

					PRIOR YEAR	
Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	Year to Date Mar-20	Variance Fav (unfav)
REVENUES						
Operating Revenue	\$ 1,335,948	\$ 753,307	\$ (582,641)	56.4%	739,594	\$ 13,714
Interest Income	600	194	(406)	32.4%	283	(88)
Other Miscellaneous Income	16,860	5,720	(11,140)	33.9%	4,379	1,341
TOTAL REVENUES	1,353,408	759,222	(594,187)	56.1%	744,256	14,966
EXPENSES						
Personal Services	260,005	100,527	159,478	38.7%	111,067	10,541
Operating Expenditures	1,083,403	591,583	491,821	54.6%	592,304	721
Non-Operating Expenditures	10,000	-	10,000	0.0%	-	-
TOTAL EXPENSES	1,353,408	692,109	661,299	51.1%	703,371	11,262
OPERATING REVENUES OVER (UNDER) EXPENSES					-	26,228
					40,885	
NON-OPERATING REVENUE (EXPENSES)						
Capital Improvements - (Grants)	(440,523)	(83,835)	356,688	19.0%	-	(83,835)
JPA Revenue (Grants)	440,523	83,835	(356,688)	19.0%	-	83,835
TOTAL NON-OPERATING REVENUES (EXPENSES)	-	-	-	n/a	-	-
TOTAL REVENUES OVER (UNDER) EXPENSES					-	26,228
					\$ 40,885	\$

## CRA Fund - Summary of Revenues and Expenditures

March 31, 2021

(50% Yr Complete)

					PRIOR YEAR	
Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	Year to Date Mar-20	Variance Fav (unfav)
REVENUES						
Tax Incremental Revenue - City	\$ 112,465	\$ 56,232	\$ (56,233)	50.0%	\$ 46,953	\$ 9,279
Tax Incremental Revenue - County	135,225	155,721	20,496	115.2%	135,226	20,495
Interest Income	150	94	(56)	62.4%	70	24
Special Events	-	200	200	n/a	450	(250)
Other Financing Sources	264,408	-	(264,408)	0.0%	-	-
TOTAL REVENUES	512,248	212,247	(300,002)	41.4%	182,699	29,548
EXPENDITURES						
Personal Services	61,198	31,443	29,755	51.4%	31,238	(205)
Operating Expenditures	64,239	11,863	52,376	18.5%	15,320	3,457
Capital Outlay	376,812	4,715	372,097	1.3%	134,471	129,757
Non-Operating Expenditures	10,000	-	10,000	0.0%	-	-
TOTAL EXPENDITURES	512,248	48,021	464,227	9.4%	181,029	133,008
REVENUES OVER (UNDER) EXPENDITURES					\$ -	\$ 162,556
					\$ 1,669	\$ 162,556

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

March 31, 2021

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR										
					Year to Date Mar-20	Variance Fav (unfav)									
REVENUES															
Electric Utility	\$ 3,385,815	\$ 1,547,172	\$ (1,838,643)	45.7%	\$ 1,556,065	\$ (8,893)									
Gas Utility	596,350	224,645	(371,705)	37.7%	193,886	30,759									
Water Utility	539,289	279,051	(260,238)	51.7%	265,459	13,592									
Solid Waste Income	567,669	268,043	(299,626)	47.2%	283,834	(15,792)									
Sewer Utility	588,931	302,606	(286,325)	51.4%	294,361	8,245									
Interest Income	5,000	402	(4,598)	8.0%	584	(182)									
Other Miscellaneous Income	75,460	63,386	(12,074)	84.0%	25,862	37,524									
Use of Retained Earnings	226,385	-	(226,385)	0.0%	-	-									
TOTAL REVENUES	5,984,898	2,685,305	(3,299,593)	44.9%	2,620,051	65,253									
EXPENSES															
Total Administration Department	243,807	129,864	113,943	53.3%	114,210	(15,654)									
Total Electric Department	2,980,885	1,215,801	1,765,084	40.8%	1,268,902	53,101									
Total Gas Department	709,904	292,537	417,367	41.2%	267,636	(24,901)									
Total Water Department	751,989	282,151	469,838	37.5%	366,088	83,937									
Total Solid Waste Department	552,587	277,432	275,154	50.2%	273,363	(4,069)									
Total Sewer Collection / Treatment	745,727	325,684	420,043	43.7%	369,952	44,268									
TOTAL EXPENSES	5,984,898	2,523,469	3,461,429	42.2%	2,660,152	136,683									
REVENUES OVER (UNDER) EXPENSES					\$	-	\$	161,836	\$	161,836	n/a	\$	(40,100)	\$	201,936

## Utility Fund (Admin) - Summary of Revenues and Expenses

March 31, 2021

(50% Yr Complete)

					PRIOR YEAR	
Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	Year to Date Mar-20	Variance Fav (unfav)
REVENUES						
Other Miscellaneous Income	\$ 75,460	\$ 63,386	\$ (12,074)	84.0%	\$ 25,862	\$ 37,524
Interest Income	5,000	402	(4,598)	8.0%	584	(182)
Use of Retained Earnings	-	-	-	n/a	-	-
TOTAL REVENUES	80,460	63,788	(16,672)	79.3%	26,446	37,342
EXPENSES						
Operating Expenditures	243,807	129,864	113,943	53.3%	114,210	(15,654)
TOTAL EXPENSES	243,807	129,864	113,943	53.3%	114,210	(15,654)
REVENUES OVER (UNDER) EXPENSES	(163,347)	\$ (66,076)	\$ 97,271	40%	\$ (87,764)	\$ 21,688

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

March 31, 2021

(50% Yr Complete)

					PRIOR YEAR	
Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	Year to Date Mar-20	Variance Fav (unfav)
REVENUES						
Electric Utility	\$ 1,350,809	\$ 645,266	\$ (705,543)	47.8%	\$ 652,536	\$ (7,269)
Electric Utility - Power Cost Adj	2,026,006	897,767	(1,128,239)	44.3%	896,513	1,254
New Electric Service	4,000	780	(3,220)	19.5%	480	300
Electric Overhead / Underground	5,000	3,358	(1,642)	67.2%	6,535	(3,177)
Use of Retained Earnings	116,596	-	(116,596)	0.0%	-	-
TOTAL REVENUES	3,502,411	1,547,172	(1,955,239)	44.2%	1,556,065	(8,893)
EXPENSES						
Personal Services	432,560	145,688	286,872	33.7%	142,049	(3,639)
Operating Expenditures	2,167,109	937,804	1,229,306	43.3%	999,448	61,644
Non-Operating Expenditures	381,215	132,309	248,906	34.7%	127,406	(4,904)
TOTAL EXPENSES	2,980,885	1,215,801	1,765,084	40.8%	1,268,902	53,101
REVENUES OVER (UNDER) EXPENSES						
	521,526	\$ 331,371	\$ (190,155)	64%	\$ 287,162	\$ 44,208

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

March 31, 2021

(50% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Mar-20	Variance Fav (unfav)
REVENUES						
Gas Utility	\$ 550,000	\$ 209,357	\$ (340,643)	38.1%	\$ 192,636	\$ 16,721
Gas Meter Connection/Reconnection	2,000	415	(1,585)	20.8%	950	(535)
New Gas Service	600	2,373	1,773	395.6%	300	2,073
Infrastructure Reimbursement	43,750	12,500	(31,250)	28.6%	-	12,500
Use of Retained Earnings	16,596	-	(16,596)	0.0%	-	-
TOTAL REVENUES	612,946	224,645	(388,301)	36.7%	193,886	30,759
EXPENSES						
Personal Services	255,661	83,557	172,105	32.7%	93,144	9,588
Operating Expenditures	343,187	161,751	181,436	47.1%	122,630	(39,121)
Non-Operating Expenditures	111,056	47,229	63,826	42.5%	51,862	4,632
TOTAL EXPENSES	709,904	292,537	417,367	41.2%	267,636	(24,901)
REVENUES OVER (UNDER) EXPENSES	\$ (96,957)	\$ (67,892)	\$ 29,066	70%	\$ (73,750)	\$ 5,858

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

March 31, 2021

(50% Yr Complete)

					PRIOR YEAR	
Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	Year to Date Mar-20	Variance Fav (unfav)
REVENUES						
Water Utility	\$ 524,289	\$ 270,626	\$ (253,663)	51.6%	\$ 259,549	\$ 11,077
Water Meter Connection/Reconn	5,000	1,795	(3,205)	35.9%	2,340	(545)
New Water Service	10,000	6,630	(3,370)	66.3%	3,570	3,060
Use of Retained Earnings	76,596	-	(76,596)	0.0%	-	-
TOTAL REVENUES	615,885	279,051	(336,834)	45.3%	265,459	13,592
EXPENSES						
Personal Services	241,215	80,271	160,944	33.3%	98,113	17,842
Operating Expenditures	178,689	74,135	104,554	41.5%	150,610	76,475
Non-Operating Expenditures	332,085	127,745	204,340	38.5%	117,365	(10,380)
TOTAL EXPENSES	751,989	282,151	469,838	37.5%	366,088	83,937
REVENUES OVER (UNDER) EXPENSES					\$ (136,104)	\$ 97,529
					\$ (3,100)	\$ 133,004
					2%	\$ (100,629)

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

March 31, 2021

(50% Yr Complete)

						PRIOR YEAR	
Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	Year to Date Mar-20	Variance Fav (unfav)	
REVENUES							
Solid Waste Income	\$ 567,669	\$ 268,043	\$ (299,626)	47.2%	\$ 283,834	\$ (15,792)	
TOTAL REVENUES	567,669	268,043	(299,626)	47.2%	283,834	(15,792)	
EXPENSES							
Personal Services	21,323	8,997	12,326	42.2%	8,082	(915)	
Operating Expenditures	531,264	268,435	262,829	50.5%	265,281	(3,154)	
TOTAL EXPENSES	552,587	277,432	275,154	92.7%	273,363	(4,069)	
REVENUES OVER (UNDER) EXPENSES	\$ 15,082	\$ (9,389)	\$ (24,471)	-62%	\$ 10,471	\$ (19,860)	

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

March 31, 2021

(50% Yr Complete)

(50% Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Mar-20	Variance Fav (unfav)
REVENUES						
Sewer Utility	\$ 583,931	\$ 294,806	\$ (289,125)	50.5%	\$ 288,361	\$ 6,445
Sewer Connection	5,000	7,800	2,800	156.0%	6,000	1,800
Use of Retained Earnings	16,596	-	(16,596)	0.0%	-	-
TOTAL REVENUES	605,527	302,606	(302,921)	50.0%	294,361	8,245
EXPENSES						
Sewer Collection						
Personal Services	168,867	76,399	92,468	45.2%	66,581	(9,818)
Operating Expenditures	69,074	32,352	36,722	46.8%	77,048	44,697
Total Sewer Collection	237,941	108,750	129,190	45.7%	143,629	34,879
Sewer Treatment						
Personal Services	166,087	76,398	89,688	46.0%	68,204	(8,194)
Operating Expenditures	139,671	47,819	91,852	34.2%	72,935	25,117
Total Sewer Treatment	305,758	124,217	181,541	40.6%	141,139	16,922
Non-Departmental						
Transfer To General Fund	185,433	92,717	92,716	50.0%	85,183	(7,533)
Transfer to Capital Improvement Fund	16,596	-	16,596	0.0%	-	-
Total Sewer Collection	202,029	92,717	109,312	45.9%	85,183	(7,533)
TOTAL EXPENSES	745,727	325,684	420,043	43.7%	369,952	44,268
REVENUES OVER (UNDER) EXPENSES	\$ (140,200)	\$ (23,078)	\$ 117,122	16.5%	\$ (75,591)	\$ 52,513

## Utility Fund (CIP) - Summary of Revenues and Expenses

March 31, 2021

(50% Yr Complete)

					PRIOR YEAR	
Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	Year to Date Mar-20	Variance Fav (unfav)
REVENUES						
Grant Revenue	\$ 426,400	\$ 100,552	\$ (325,848)	23.6%	\$ -	100,552
Transfer From Utility Fund	226,385	-	(226,385)	0.0%	14,315	(14,315)
Infrastructure Reimbursement (IRAs)	-	31,098	31,098	n/a	12,500	18,598
TOTAL REVENUES	652,785	131,650	(521,135)	20.2%	26,815	104,835
EXPENDITURES						
GIS Mapping	15,000	-	15,000	0.0%	-	-
Software Purchases	21,385	-	21,385	0.0%	-	-
Heavy Equipment Purchases	60,000	70,727	(10,727)	117.9%	83,798	13,071
Electric Improvements	100,000	32,443	67,557	32.4%	-	(32,443)
Sewer Improvements	426,400	103,720	322,680	24.3%	60,736	(42,984)
Drainage Improvements	-	93,260	(93,260)	n/a	-	(93,260)
Meter Replacement Program	20,000	23,657	(3,657)	118.3%	-	(23,657)
Fire Hydrant Safety Program	10,000	-	10,000	0.0%	-	-
TOTAL EXPENDITURES	652,785	323,807	328,978	49.6%	215,122	(108,685)
REVENUES OVER (UNDER) EXPENDITURES					\$ -	\$ (3,850)
					\$ (188,307)	\$ (3,850)

## Capital Projects - Spending Report

March 31, 2021

Current Projects	Status	Project Cost	Funding		Spending	
			Revenue	City Match	YTD Amount	Remaining Amount
<b><u>General Fund</u></b>						
Fire Station - Replace Bay Doors		32,000	32,000	-	5,400	26,600
Remodeling Police Station		50,000	50,000	-	-	50,000
Street Improvements		25,000	-	25,000	-	25,000
	<b>Subtotal</b>	<b>\$ 107,000</b>	<b>\$ 82,000</b>	<b>\$ 25,000</b>	<b>\$ 5,400</b>	<b>\$ 101,600</b>
<b><u>Airport Fund</u></b>						
Purchase 5,000 Gallons Fuel Truck		160,000	160,000	-	-	160,000
Refurbish GA Apron/ Construct Taxiway H		280,523	280,523	-	83,835	196,688
	<b>Subtotal</b>	<b>\$ 440,523</b>	<b>\$ 440,523</b>	<b>\$ -</b>	<b>\$ 83,835</b>	<b>\$ 356,688</b>
<b><u>Utility Fund</u></b>						
Upgrade Sewer Plant		426,400	426,400	-	103,720	322,680
Blue Rock Development		31,098	31,098	-	24,443	6,655
John Henry Park - Stormwater Project		963,000	722,250	240,750	93,260	869,740
Electric Infrastructure at Airport		100,000	-	100,000	8,000	92,000
	<b>Subtotal</b>	<b>\$ 1,520,498</b>	<b>\$ 1,179,748</b>	<b>\$ 340,750</b>	<b>\$ 229,424</b>	<b>\$ 1,291,074</b>
<b><u>CRA Fund</u></b>						
2021 Projects		376,812	-	376,812	6,830	369,982
	<b>Subtotal</b>	<b>\$ 376,812</b>	<b>\$ -</b>	<b>\$ 376,812</b>	<b>\$ 6,830</b>	<b>\$ 369,982</b>
	<b>Total</b>	<b>\$ 2,444,833</b>	<b>\$ 1,702,271</b>	<b>\$ 742,562</b>	<b>\$ 325,488</b>	<b>\$ 2,119,344</b>

## Capital Purchases - Spending Report

March 31, 2021

Capital Purchase	Total Cost	Funding		Spending	
		Revenue	City Match	YTD Amount	Remaining Amount
<b><u>Police/Fire</u></b>					
Dodge Chargers (2)	88,000	66,000	22,000		88,000
Fire Brush Truck	50,000	50,000	-	-	50,000
Computer Replacement	3,000	-	3,000	-	3,000
Extrication Equipment Replacement	88,650	88,650	-	-	88,650
Video Surveillance System	6,500	6,500	-	-	6,500
<b>Subtotal</b>	<b>236,150</b>	<b>211,150</b>	<b>25,000</b>	<b>-</b>	<b>236,150</b>
<b><u>Utility Fund</u></b>					
GIS Mapping	15,000	-	15,000	-	15,000
ITRON Meter Reading Radio Upgrade	21,385	-	21,385	23,657	-
Replace/Repair Motor	17,851	-	17,851	17,851	-
6" Water Pump	50,000	-	50,000	39,766	10,234
Saw Mill	10,000	-	10,000	13,110	-
Meter replacement program	20,000	-	20,000	-	20,000
Fire hydrants (\$5,000 per hydrant - 2)	10,000	-	10,000		10,000
<b>Subtotal</b>	<b>144,236</b>	<b>-</b>	<b>144,236</b>	<b>94,383</b>	<b>55,234</b>
<b>Total</b>	<b>\$ 380,386</b>	<b>\$ 211,150</b>	<b>\$ 169,236</b>	<b>\$ 94,383</b>	<b>\$ 291,384</b>

## COUNCIL AGENDA ITEM

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**TOPIC:** City of Williston – EPIC Grant Agreement

**PREPARED BY:** Jackie Gorman, City Manager

**BACKGROUND / DESCRIPTION:**

On March 5, 2021, the City applied for an Expanding Potential in Communities (EPIC) Grant that would provide affordable internet to our citizens. In our application, we explained how the grant would improve our rural community in many ways, for example:

- 1) Connect our citizens to public healthcare.
- 2) Make it easier for students to attend online classes.
- 3) Provide a solid network that will connect a large business to its vendors, employees, and consumers (and draw in more big businesses which brings more jobs!).
- 4) Enable home-based businesses which have become very popular since the COVID-19 pandemic.
- 5) Offer farmers and ranchers an affordable way to engage in social media as a tool for building their business by utilizing local websites devoted to buying and selling livestock, analyzing weather data, managing nutrient application, etc.; and
- 6) Attract visitors to local businesses via use of GPS. Without an internet connect, local businesses would not show up on maps or in local Google search listings.

On April 12, 2021 we received notice that we were 1 of 5 in the nation to receive the grant for \$108,000. Recently we were awarded even more funding bringing our total to \$131,708.

With this award the City of Williston will be adding a new utility referred to as CowLink. This new utility will be managed through Aaron Mills, IT Manager.

Attached you will find a contract that includes the following information:

Exhibit A – Project Description

Exhibit B – Project Implementation that includes a Timeline & Budget

Exhibit C – Installments for funding schedule

Exhibit D – Reporting

Please note that we will be working hand in hand with the Internet Society who will assist us with any issues we may have moving forward.

We have a team of Department Managers that are working together to assure the success of CowLink. Aaron Mills, IT Manager – Project Manager; Melisa Thompson, HR Manager – staffing; Jennifer Andrews, Finance – Budget; Laura Jones, Marketing

The plan for connections is conservative with Year 1 – 164 connections: Year 3 – 250 connections and Year 5 – 500 connections. Once we begin, we feel these numbers will increase.

**May 18, 2021**

Please let us know if you need further information.

**LEGAL REVIEW: Complete**

**FISCAL IMPACTS: Yes**

**RECOMMENDED ACTION: Approval**

**ATTACHMENTS: EPIC Grant Agreement & April 12, 2021 Project Award Email**

**COMMISSION ACTION:**

☐ **APPROVED**

☐ **DISAPPROVED**

## City Manager

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**From:** City Planner  
**Sent:** Wednesday, May 12, 2021 4:20 PM  
**To:** City Manager  
**Subject:** FW: Truist EPIC Grant Application Decision

**From:** Truist Grant - Epic <[epic@isoc.org](mailto:epic@isoc.org)>  
**Sent:** Monday, April 12, 2021 4:53 PM  
**To:** City Planner <[city.planner@willistonfl.org](mailto:city.planner@willistonfl.org)>; City Manager <[city.manager@willistonfl.org](mailto:city.manager@willistonfl.org)>  
**Subject:** Truist EPIC Grant Application Decision

Dear City of Williston (COWLink),

Congratulations! Out of many excellent applicants, we believe that your project proposal most strongly reflects the Truist EPIC Grant program's values of sustainability, equity, and community empowerment. On behalf of Truist and the Internet Society, we are pleased to inform you that your project has been selected to receive a Truist EPIC Grant in the amount requested of \$108,000.

To kick off the next phase of the Truist EPIC Grant funding opportunity, please take a moment to complete this [form](#) to select your Welcome Onboarding Session led by the Internet Society EPIC Team. These sessions will cover the following topics:

1. Getting Started:
  1. Internet Society Support
  2. Grant Recipient Obligations
  3. Contract Terms
  4. Funds Transfer
2. Ongoing Engagement:
  1. Oversight
  2. Stories & Media
  3. Internet Society Support & Guidance
3. Year End Closeout

If you have any questions about the next steps in the Truist EPIC Grant program, please do not hesitate to reach out to our team at [epic@isoc.org](mailto:epic@isoc.org).

Thank you for doing your part to bridge the digital divide. We look forward to working together in the coming months to expand potential in your community through broadband access!

Sincerely,

Mark Buell  
Internet Society Regional Vice President, North America

## **EPIC Grant Agreement**

**This Grant Agreement** (the “Grant Agreement”) is made as of the date of signature (the “Effective Date”) by the Internet Society, a nonprofit corporation formed under the laws of the District of Columbia with its principal office at 11710 Plaza America Drive, Suite 400, Reston, Virginia 20190, United States of America (“ISOC”) and City of Williston, Florida (“You” or “Your”). ISOC and You are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

**WHEREAS**, ISOC is a party to a grant agreement entered into on September 2, 2020, by and among The Winston-Salem Foundation, Truist Bank, and ISOC, (referred to herein as the “Truist Agreement”), pursuant to which ISOC received a grant.

**WHEREAS**, in carrying out its activities under the Truist Agreement, ISOC will disburse grant funding to You for the purposes and under the terms set forth herein.

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth herein, the Parties, intending to be legally bound, agree as follows:

### **1. Grant**

1. ISOC hereby awards You a grant in the amount of \$131,708USD (the “Grant”) to support the project described in Exhibit A (the “Project”). You will implement the Project in accordance with the Project Implementation Plan and the Project Budget as described in Exhibit B.

### **2. Payment Schedule and Management of Grant Funds**

1. The Grant will be paid to You in accordance with, and subject to, the installments and milestones schedule set forth in Exhibit C.
2. You shall use the Grant funds solely for the Project and consistent with the terms of this Grant Agreement. You shall repay to ISOC any portion of the Grant funds that are not used for the Project. Any changes in the purposes for which Grant funds are spent or changes in a budget line of more than 10% must be approved in writing by ISOC before the Grant funds are spent.
3. You may not use Grant Funds to reimburse any expenses You incurred prior to the date of this Grant Agreement. In the event that a portion of the Grant Funds is paid by You to a subcontractor, You acknowledge that You remain responsible for ensuring that any subcontractor uses Grant Funds consistent with the terms and conditions of this Grant Agreement.
4. You must invest Grant Funds in highly liquid investments with the primary objective of preservation of principal (e.g., interest-bearing bank accounts or a

registered money market mutual fund) so that the Grant Funds are available for the Project.

### **3. Reporting and Oversight**

1. You shall provide to ISOC the following reports and information:

1. Monthly reports during the term of the Project. The monthly reports shall include a narrative report on the status of the Project, a financial report on the expenditure of Grant funds, and such other information as reasonably requested by ISOC. The monthly reports shall be completed on such form as determined by ISOC.
2. A final report no later than January 15, 2022 (unless such deadline is changed or extended by ISOC in its sole discretion). The final report shall include a final accounting of all expenditures and commitments of Grant funds as of December 31, 2021 (or a later date if extended by ISOC), including a comparison of actual expenditures against the approved Budget, and a narrative report on the Project, including, but not limited to, the progress of the Project against the Project Implementation Plan, key successes and obstacles, lessons learned, and such other information requested by ISOC, including the specific reporting and metrics as set forth on Exhibit D. The final report shall be completed on such form as determined by ISOC.
3. As frequently as reasonably possible, photos of the building process, including active images of equipment, construction, hardware, implementation, launch photos, etc.
4. Such other reports or information as requested by ISOC. At the completion of the Project, ISOC may also request that You complete a survey on how ISOC can improve its processes and support as a project funder.

2. You shall make key Project staff available at least 5 meetings with ISOC over the course of the Grant, and for such other meetings as requested by ISOC from time to time, to discuss the progress of the Project and provide ISOC with such other information as it may request. The first of these meetings shall be held in May 2021 and the final meeting shall be held in Jan 2022 (unless such meeting dates are changed or extended by ISOC, in its sole discretion).. The remainder of the meetings shall be held throughout the year at such times as reasonably requested by ISOC.

### **4. Prohibited Activities**

1. You will not use any of the Grant Funds, directly or indirectly, to promote or engage in violence, terrorism or the destruction of property or to provide support or make payments to any person or entity that promotes or engages in such

activities or that is named on the lists maintained by the U.S. Department of Treasury's Office of Foreign Asset Control ("OFAC") of "Specially Designated Nationals" and "Blocked Persons" and shall not make any secondary grants that would require a license from OFAC without obtaining such a license. You will comply with the United States Foreign Corrupt Practices Act of 1977, as revised, and applicable anti-corruption laws and regulations of any non-U.S. jurisdiction in which the Grant Funds may be used. You further represent and warrant that none of Your owners, directors, employees or agents are on the List of Specially Designated Nationals.

2. You may not use Grant Funds to influence the outcome of any election for public office or to carry on any voter registration drive. You may not use Grant Funds to support lobbying activity, to carry on propaganda or otherwise support attempts to influence local, state, federal, or foreign legislation. Your strategies and activities, and any materials produced with Grant Funds, must comply with applicable local, state, federal and foreign lobbying law. You may not use Grant Funds to support litigation, to induce or encourage violations of law, human or civil rights, or public policy, or to support any activity not in support of the Project. You agree not to use Grant Funds in a way that would cause any private inurement or improper private benefit to occur. You agree to comply with lobbying, gift, and ethics rules applicable to the Project.

## **5. Publicity**

1. By executing this Grant Agreement, You expressly and irrevocably consent that ISOC may include information about the award of this grant, including Your name, in their respective periodic public reports and may make such information available on their respective websites and as part of press releases, public reports, speeches, newsletters, tax returns and other public disclosure.

## **6. Confidentiality**

1. Each Party to this Grant Agreement (the "Receiving Party") acknowledges that it may receive confidential information of the other in connection with the Grant and the Project. The Receiving Party agrees to keep in confidence and trust all such confidential information and will make no use of any confidential information except as provided for in this Grant Agreement. The Receiving Party may disclose such confidential information only to its officers, employees, contractors and consultants with a need to know and who have entered into confidentiality agreements sufficient to prevent unauthorized use or disclosure by such persons of the confidential information. Notwithstanding the foregoing, ISOC may disclose any and all information necessary to comply with the requirements of the Trust Agreement.

## **7. Limitation of Liability and Indemnity**

1. ISOC will bear no responsibility for any loss incurred by You or any third party arising out of or in any way related to the Project or for costs or liability to any person engaged by You as an employee or agent relating to the Project.
2. You hereby irrevocably and unconditionally agree, to the fullest extent permitted by law, to defend, indemnify, and hold harmless ISOC, its officers, directors, employees, contractors and agents, from and against any and all claims, liabilities, damages, losses, and expenses (including, but not limited to, reasonable legal costs in defense thereof), directly, wholly or partially arising from or in connection with any act or omission by You, Your employees, contractors or agents, arising out of a breach of Your obligations under this agreement or causing ISOC to be in breach of the Truist Agreement, in obtaining or accepting the Grant from ISOC, in expending or applying the Grant Funds, or in carrying out the Project, including but not limited to any claim made by your employee or agent whether relating to redundancy, unfair dismissal or otherwise, arising in connection with the Project.
3. All taxes, duties, levies, and other such charges arising in connection with the performance of this Grant Agreement shall be borne by You.

#### **8. Other Terms and Conditions**

1. In carrying out the Project, You will comply with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.
2. You acknowledge that ISOC is relying on the information You provide in reports and during the course of any due diligence conducted prior to the date of this Grant Agreement and during the term of this Grant Agreement for the purposes of complying with the Truist Agreement and for other matters relating to the Project. You represent that ISOC may continue to rely on this information and on any additional information You provide relating to the Project.
3. If Grantee breaches this Agreement, or if Grantee's conduct of the Project jeopardizes the Grantor's legal or tax status, or Grantor is not satisfied with the progress of the Project, Grantor may withhold, withdraw, or demand immediate return of any Grant Funds hereunder.

#### **9. Term and Termination**

1. The term of this Grant Agreement commences on the Effective Date and shall continue until 31 January 2022 (unless changed or extended in writing by ISOC) (the "Termination Date"); provided, however, that any terms of this Grant Agreement that, given their nature or express terms, are intended to survive shall survive the termination of this Grant Agreement.
2. Notwithstanding the terms of Section 9.1, ISOC may modify, suspend, or discontinue any payment of Grant Funds or terminate this Grant Agreement if: (a)

ISOC is not reasonably satisfied with Your progress on the Project; (b) there are significant changes to Your leadership or other factors that ISOC reasonably believes may threaten the Project's success; (c) there is a change in Your control; (d) You fail to comply with this Grant Agreement; (e) You cause ISOC to breach the Truist Agreement; or (f) the Truist Agreement terminates.

3. Any Grant Funds that have not been used for, or committed to, the Project upon expiration or termination of this Grant Agreement, must be returned promptly to ISOC.
4. You will maintain adequate accounting records and copies of any reports submitted to ISOC related to the Project. You will retain such records and reports for 4 years after the Termination Date and will make such records and reports available to ISOC upon request.

## **10. General**

1. This Grant Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous agreements concerning its subject matter. Except as specifically permitted by this Grant Agreement, no modification, amendment, or waiver of any provision of this Grant Agreement will be effective unless in writing and signed by authorized representatives of both Parties. In the event of a conflict between this Grant Agreement and the Truist Agreement, the Truist Agreement shall control.
2. Nothing in this Grant Agreement shall constitute the naming of You as an agent or legal representative of ISOC, or the naming of ISOC as Your agent or legal representative, for any purpose whatsoever except to the extent specifically set forth herein. This Grant Agreement shall not be deemed to create any partnership, unincorporated association or joint venture relationship between You and ISOC and neither party shall make any representation to the contrary to anyone else.
3. The construction, validity and performance of this Grant Agreement shall be governed by the laws of the Commonwealth of Virginia and shall be subject to the exclusive jurisdiction of the courts of the Commonwealth of Virginia.
4. Written notices, requests, and approvals under this Grant Agreement must be delivered by mail or email to the other Party's primary contact specified in the preamble to this Grant Agreement, or as otherwise directed by the other Party.
5. Each provision of this Grant Agreement must be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Grant Agreement will remain in effect.
6. You may not assign, or transfer by operation of law or court order, any of Your rights or obligations under this Grant Agreement without ISOC's prior written approval. This Grant Agreement will bind and benefit any permitted successors and assignees.

7. Except as may be prohibited by applicable law or regulation, this Grant Agreement and any amendment may be signed in counterparts, by facsimile, PDF, or other electronic means, each of which will be deemed an original and all of which when taken together will constitute one agreement.
8. Your execution of this Grant Agreement constitutes an acceptance of ISOC's offer to provide Grant Funds to You, subject to and bound by the terms and conditions set forth herein.

**IN WITNESS WHEREOF**, the Parties have caused this Grant Agreement to be executed by their duly authorized representatives on the date(s) shown below.

**INTERNET SOCIETY**

**[NAME]**

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

Name: Andrew Sullivan

Title: President and CEO

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

Name: Debra Jones

Title: City Council President

EXHIBIT A  
(Project Description)

The City of Williston, Florida, will provide broadband to its residents and businesses due to lack of affordable and quality internet service. The overall goal and objective of this program is to provide reliable and affordable internet to residents and businesses while providing excellent customer service. The City will be offering a Hybrid Fiber-Wireless ISP. Broadband service over networks that transmit a wireless signal point-to-point and ultimately to each subscribers address. Although these networks are typically fed with a fiber connection to the Internet backbone, they are still considered “wireless” networks.

Williston is located in rural Levy County in north central Florida. Target communities for the first phase will include low-income families and home-based businesses in the City of Williston customer base of Public Works Department, which services zip code 32696. Williston’s population from the 2010 US Census Bureau was 2,768. Population estimate for 2020 is 2,906.

Our marketing and awareness plan is to use our current utility client bills to notify when broadband is available. We will also post on our social media, websites and make announcements at City events which includes three public information hearings. The City has two existing water towers strategically located within the City limits for use as a wireless access point location. These towers are ideal because they are owned and maintained by the City and centrally located.

The City will deploy the Broadband Project in 4 Phases. Phase 1 will target the center of downtown with a half-mile radius and prospective customers of 20 businesses and 50-100 residences. Phase 2 will increase the service area to the Eastern most side of the City targeting 100 more lower and middle income families. Phase 3 will deploy to the Williston Municipal Airport and Williston Industrial Park. Phase 4 will be an ongoing deployment where needed. Spectrum is not needed for this particular plan. The minimum download speed for this program will be 25 megabits per second (mbps) with a minimum upload speed of 5 mbps. Our maximum available speed will be 100 mbps and maximum upload speed of 25 mbps. The latency is expected to be less than 50 milliseconds (ms).

The City currently provides electric, water, sewer, gas and garbage services, for approximately 1,300 customers. The City manages its own invoicing, maintains its own systems, provides customer service and upgrades to our services. Power is purchased in bulk from a large utility company and the City handles the distribution and maintenance as well as providing infrastructure. The City also owns a municipal airport that is maintained by City employees under Federal Aviation Administration rules and regulations. The City ensures adequate financial management of grants by developing and enhancing effective controls, which is linked to accountability.

**EXHIBIT B**  
**(Project Implementation Plan and Budget)**

**Project Implementation Plan**

Project Plan Category	Key Activity	Start Date	End Date
<b>DEVELOPMENT/PLANNING PHASE</b>			
M	Network Design	May 2021	May 2021
M	Permitting / Leasing	May 2021	May 2021
M	Equipment Procurement: RFP	May 2021	Jun 2021
D	Purchase Orders	May 2021	Jul 2021
M	Marketing / Communications Plan	May 2021	Jun 2021
M	Marketing / Communications Plan: Prepare for Public Informational Meetings	Apr 2021	Feb 2022
<b>DEPLOYMENT PHASE</b>			
M	Phase 1: Installation, Configuration, Testing: Begin first phase of equipment installations	Jul 2021	Sept 2021
M	Phase 1 Household and Business Equipment Roll-Out and Installation	Sept 2021	Dec 2021
D	Installation: 160 Accounts Installed	Sept 2021	Dec 2021
	Setup Back office Logistics (customer invoicing, maintenance support)		
M	Customer Registration: Household and Business Sign Up	Aug 2021	Dec 2021
D	250 Household and Business Accounts Acquired	Aug 2021	Dec 2021
	Marketing/Communications		
D	First Public Informational Meeting	Aug 2021	Aug 2021
D	Second Public Informational Meeting	Nov 2021	Nov 2021
D	Third Public Informational Meeting	Feb 2022	Feb 2022
<b>OPERATIONS PHASE</b>			
M	Maintenance Support	Aug 2021	Sept 2021
M	Accounting/Invoicing (Back Office)	Aug 2021	Sept 2021
M	Customer Registration	Sept 2021	Dec 2021
<b>EVALUATION PHASE</b>			
M	Network Performance Measurement	Oct 2021	Jan 2022
M	Customer Satisfaction Measurement	Nov 2021	Jan 2022
<b>ISOC SPECIFIC REQUIREMENTS</b>			
	<b>Monthly Reports</b>		
D	Complete Monthly Report (May)	Jun 2021	Jun 2021
D	Complete Monthly Report (June)	Jul 2021	Jul 2021
D	Complete Monthly Report (July)	Aug 2021	Aug 2021
D	Complete Monthly Report (August)	Sept 2021	Sept 2021
D	Complete Monthly Report (September)	Oct 2021	Oct 2021
D	Complete Monthly Report (October)	Nov 2021	Nov 2021
D	Complete Monthly Report (November)	Dec 2021	Dec 2021
D	Complete Monthly Report (December)	Jan 2022	Jan 2022
D	Complete Final Report	Jan 2022	Jan 2022
	<b>Metric Reporting</b>		
D	Complete Planned/Current Metrics	May 2021	May 2021
D	Complete Actual Deployment Metrics	Sept 2021	Sept 2021
D	Complete Actual Evaluation Metrics	Jan 2022	Jan 2022
	<b>ISOC / Recipient Progress Meetings</b>		
M	Meeting 1	May 2021	May 2021

M	Meeting 2	Jul 2021	Jul 2021
M	Meeting 3	Sept 2021	Sept 2021
M	Meeting 4	Nov 2021	Nov 2021
M	Meeting 5	Dec 2021	Dec 2021
M	Final Wrap-Up Meeting	Jan 2022	Jan 2022
<b>PROJECT</b>		<b>May 2021</b>	<b>Jan 2022</b>

M = Milestone, D = Deliverable

### Project Implementaion Budget

Expense Description	Unit Cost	Qty.	Total Cost
<b>DEVELOPMENT PHASE</b>			
Network Design	--	--	\$2,000
Obtain Permits / Contract / Lease	--	--	--
Equipment Procurement	--	--	\$1,000
Project Management	--	--	\$1,000
Staffing	--	--	--
<b>Development Phase Total</b>			<b>\$4,000</b>
<b>DEPLOYMENT PHASE</b>			
<b>Equipment</b>			
Backhaul and Wireless			\$90,912
<b>Labor</b>			
Deployment Management			\$1,000
Field			\$2,500
<b>Services</b>			
Software			\$250
<b>Digital Literacy / Education</b>			\$500
<b>Marketing &amp; Communications</b>			\$500
<b>Other</b>			
Contingency			\$9,846
<b>Deployment Total</b>			<b>\$105,508</b>
<b>OPERATIONS PHASE</b>			
<b>Equipment</b>			
Replacement Equipment			\$20,000
<b>Services</b>			
Back Office			\$1000
Maintenance Service			\$1000
<b>Operations Phase Total</b>			<b>\$22,000</b>
<b>EVALUATION PHASE</b>			
Customer Satisfaction Survey			\$200
<b>Evaluation Phase Total</b>			<b>\$200</b>
<b>PROJECT TOTAL</b>			<b>\$131,708</b>

EXHIBIT C  
(Installments Schedule)

The Grant funds will be distributed in two installments. The first installment of \$85,610 will be made following the execution of this Grant Agreement. The second and final installment of \$46,098 will be made on or around September 2021 subject to meeting the following requirements:

1. You have complied with the terms of the Grant Agreement, including providing all monthly updates as required.
2. You have responded to all questions or document requests from ISOC related to the Project to the satisfaction of ISOC.
3. You have shown evidence that Installation Milestone has started per the Project Implementation Plan.
4. Expenditures for the Project are within 5% of the Budget.

Exhibit D  
(Reporting Metrics)

Metric	Plan/Current	Actual Deployment	Actual Evaluation
<b>Target Area User Demographics</b>			
% of existing broadband usage of target area			
Type of broadband user (business, individual, both) in target area			
<b>Project Network Demographics</b>			
# of available users (household)			
Pricing per user (household)			
Acquisition / Adoption Rate			
Network Connection Reliability (Up/Down time)			
Primary Use for network			
<b>Network Performance</b>			
Bandwidth			
Throughput			
Latency			
Jitter			
<b>Employment Impact</b>			
# of people employed for deployment labor (incremental)			--
# of people employed for ongoing management (incremental)			
# of people employed for ongoing maintenance (incremental)			
<b>Project Management</b>			
Budget			
Timeline			

Plan/Current – represents the metric value related to the planned deployment or existing current state.

Actual Deployment – represents the metric values as of the time when deployment build is completed and ongoing steady-state operations has begun.

Actual Evaluation - represents the metric values as of the time when and if an evaluation period/activities occurs as defined in the Project Implementation Plan.

- (1) – These represent the success metrics defined by the grant recipient to measure the success of the project.

**Date: may 18, 2021**

**COUNCIL AGENDA ITEM**

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**TOPIC: RESOLUTION 2021-24: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GFL SOLID WASTE SOUTHEAST LLC; PROVIDING FOR THE PURPOSE OF RESIDENTIAL AND COMMERCIAL COLLECTION AND DISPOSAL OF SOLID WASTE FOR THE CITY; AND PROVIDING AN EFFECTIVE DATE.**

**REQUESTED BY: COUNCIL    PREPARED BY: CITY MANAGER JACKIE GORMAN**

**BACKGROUND / DESCRIPTION:**

**LEGAL REVIEW:**

**FISCAL IMPACTS:**

**RECOMMENDED ACTION: Approve**

**ATTACHMENTS:**

**COMMISSION ACTION:**

**\_\_\_\_\_ APPROVED**

**\_\_\_\_\_ DISAPPROVED**

May 18, 2021

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**COUNCIL AGENDA ITEM**

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**TOPIC:** Approval of Franchise Agreement – GFL Solid Waste Southeast, LLC

**PREPARED BY:** Jackie Gorman, City Manager

**BACKGROUND / DESCRIPTION:**

On February 1, 2021, the City of Williston advertised an RFP for Residential & Commercial Solid Waste Collection Services. Three proposals were received and on April 20, 2021 staff recommended the contract be awarded to GFL Solid Waste Southeast, LLC.

Attached you will find the Franchise Agreement between the City of Williston and GFL that has been reviewed by the Contractor and City Attorney for your review and approval along with Resolution 2021-024 authorizing the City Council President to execute the Contract.

**LEGAL REVIEW:** Complete

**FISCAL IMPACTS:** Yes

**RECOMMENDED ACTION:** Approval

**ATTACHMENTS:** Resolution 2021-04  
Solid Waste Franchise Agreement between the City of Williston and GFL  
Solid Waste Southeast, LLC

**COMMISSION ACTION:**

\_\_\_\_\_ **APPROVED**

\_\_\_\_\_ **DISAPPROVED**

**CITY COUNCIL RESOLUTION NO. 2021-024**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH GFL SOLID WASTE SOUTHEAST LLC; PROVIDING FOR THE PURPOSE OF RESIDENTIAL AND COMMERCIAL COLLECTION AND DISPOSAL OF SOLID WASTE FOR THE CITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Williston, Florida, (hereinafter the "City") desires to secure the residential and commercial collection and disposal of solid waste for the City; and

**WHEREAS**, GFL Solid Waste Southeast LLC, (hereinafter "GFL") provides residential and commercial collection and disposal of solid waste services; and

**WHEREAS**, the city administration has recommended GFL as the lowest and most responsible respondent to a competitive solicitation advertised by the City; and

**WHEREAS**, the City Council finds that it is in the best interests of the City and its citizens to enter into an agreement with GFL pursuant to and in accordance with the terms, provisions, conditions, and requirements of the *City of Williston Solid Waste Franchise Agreement* (hereinafter the "Agreement"), attached hereto as "Exhibit A".

**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 is hereby authorized to execute the Agreement with GFL for residential and commercial waste services.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Agreement as may be deemed necessary to be in the best interest of the City and its citizens. The Council

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President is authorized and directed to execute and deliver the Agreement in the name and on behalf of the City, with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Council President and GFL shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omission, and additions.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of May 2021.

**CITY OF WILLISTON, FLORIDA**

By: \_\_\_\_\_  
Debra Jones, Council President

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Latricia Wright, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**CITY OF WILLISTON  
SOLID WASTE FRANCHISE AGREEMENT**

This Agreement made and entered into on the \_\_\_\_ day of \_\_\_\_\_ 2021 by and between The City of Williston, a Florida Municipal Corporation of 50 NW Main Street, Williston, Florida 32696, hereinafter referred to as "City", and GFL Solid Waste Southeast, LLC., of 5002 SW. 41<sup>st</sup> Blvd, Gainesville, FL. 32608, hereinafter referred to as "Contractor".

**WITNESSETH:**

WHEREAS, City is desirous of securing the services of the Contractor to operate a waste hauling service for the City; and

WHEREAS, the Contractor desires to provide the operation of a waste hauling service for the City; and

WHEREAS, after accepting competitive bids for Residential and Commercial Collection and Disposal of Solid Waste, Yard Trash, and Recycling, the City has selected Contractor as the highest ranked and most qualified.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the respective covenants herein contained, the parties agree as follows:

**Section 1. COMMENCEMENT OF WORK**

1.1 Commencement Date: The refuse collection work outlined in this Agreement shall commence no later than June 1, 2021.

**Section 2. TERM**

2.1 Term: The term of the Agreement shall be for a period of three (3) years and four (4) months, beginning June 1, 2021 and terminating September 30, 2024. This Agreement may be extended at the end of each term for three (3) additional five (5) year terms based on successful negotiations of the rates between the City and the Contractor. Negotiations for extension shall commence at least six (6) months before expiration of the initial term and shall be concluded 60 days prior to the expiration of the initial term. At that time, the City shall notify the Contractor in writing of its desire with regard to extension of the contract. Any such written notice shall be served via certified or registered mail with return receipt requested.

### **Section 3. DEFINITION OF TERMS**

- 3.1 Authorized Representative. Any representative of the City designated as the City's Authorized Agent for the purpose of this contract either in a provision of the specifications or in written communications from the City Manager to the Contractor.
- 3.2 Automated Collection Service. Shall mean the collection of Refuse from residential customers and businesses receiving residential-type collection by means of a Cart into which all waste shall be placed, and where such Cart is designed to be, via a mechanical arm connected to the collection vehicle, attached to by the arm, then lifted, emptied and returned to the ground solely by mechanical means.
- 3.3 Biohazardous Waste. Shall mean any solid waste or liquid waste that causes or has the capability of causing disease or infection and includes, but is not limited to, biohazardous waste, diseased or dead animals, and other waste capable of transmitting pathogens to humans and animals, or as otherwise defined as biohazardous pursuant to Chapter 17-7, F.A.C.
- 3.4 Bulk Residential Waste. Shall mean Yard Trash, Mattresses, Furniture, Rubbish, White Goods and other waste materials other than Garbage, and excluding Construction and Demolition Debris (except for minor amounts of household remodeling waste), Infectious Waste, Biohazardous Waste or Hazardous Waste all of which are excluded from the collection services hereunder, generated by a residential customer at a residential premises, with weights or volumes greater than those allowed for Carts. Bulk Yard Trash ("Bulk Yard Trash") is Yard Trash that will not fit in the Cart, and it shall not be mixed with other bulk items.
- 3.5 Carts. Shall mean automated Carts. Residential Refuse collection service or residential-style commercial collection shall utilize a cart ("Cart"), located on public right-of-way and/or property, which is a Contractor-provided container that is made with heavy-duty hard plastic or other impervious material, mounted on two wheels, equipped with a tightfitting hinged lid, ninety-six (96) gallons in rated capacity, and designed or intended to be used for automated or residential collection service for Refuse.
- 3.6 Clean Debris. Shall mean any solid waste or liquid waste which is virtually inert and which is not a pollution threat to groundwater and surface waters and is not a fire hazard, and which is likely to retain its physical and chemical structure under expected conditions of disposal or use. The term includes contaminated concrete, including embedded pipe or steel, brick, glass, ceramics, and other waste designated by the City.
- 3.7 Commercial Service. Shall herein refer to the service provided to business establishments, churches, schools, Multiple Dwelling Units, (unless the Multiple Dwelling Units receive residential collection service), office buildings, industrial facilities and other commercial establishments.

- 3.8 Commercial Trash. Shall mean any and all accumulations of paper, rags, excelsior or other packing materials, wood, paper or cardboard boxes or containers, sweepings, and any other accumulation not included under the definition of Garbage, generated by the operation of stores, offices, other business places and non-residential property.
- 3.9 Construction and Demolition Debris. Shall mean materials defined as such from time to time by the Department and Chapter 62-701.
- 3.10 Containers. Shall mean those containers located on public right-of-way and/or property.
- 3.11 Curbside. Shall herein refer to the designated physical location for the placement of refuse accumulations intended for residential service collection and disposal. The designated location shall be within five (5) feet of the traveled streets, roads, or alleys or as otherwise needed to accommodate the automated collection equipment.
- 3.12 Department. Shall mean the Florida Department of Environmental Protection.
- 3.13 Disposal Costs. Shall mean the "tipping fees" or other costs charged to the Contractor at the disposal facility used by the Contractor for disposal of the Refuse collected by the Contractor.
- 3.14 Garbage. Shall mean all kitchen and table food waste and/or animal or vegetative waste that is attendant with or results from the storage, preparation, cooking, or handling of food materials; and any bottles, cans or other containers, excluding recyclable containers, utilized in normal household use, which due to their ability to retain water, may serve as a breeding place for mosquitoes and other insects.
- 3.15 Garbage Receptacle. Shall mean a Contractor owned and provided 96-gallon rollout cart, or such other receptacle approved by the City and Contractor.
- 3.16 Garden and Yard Trash. Shall mean vegetative matter resulting from residential yard and landscaping maintenance and shall include materials such as tree and shrub trimmings, grass clippings, palm fronds, or small tree branches. For the purposes of this Agreement, Garden and Yard Trash shall not exceed five (5) feet in length or forty (40) pounds in weight.
- 3.17 Hazardous Waste. Shall mean solid waste, or combination of solid waste, which because of its quantity, concentration or physical, chemical or infection characteristics may cause or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste includes, but is not limited to waste:

(a) that is required to be accompanied by a written manifest or shipping document describing the waste as "Hazardous Waste", pursuant to any state or federal law, including, but not limited to, the Resource Conservation and Recovery Act, 42 USC 6901, et seq. as amended and the regulations promulgated thereunder; or

(b) that contains polychlorinated biphenyls or any other substance the storage, treatment or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 USC 2601, et seq, as amended and the regulations promulgated thereunder; or

(c) that contains a "reportable quantity" of one or more "Hazardous Substances", as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 9601, et seq. as amended and regulations promulgated thereunder or as defined under Florida Administrative Code Section 62-701 and regulations promulgated thereunder; or

(d) that contains a radioactive material the storage or disposal of which is subject to state or federal regulation.

- 3.18 Household Trash. Shall herein refer to accumulation of paper, magazines, packaging, containers, sweepings, and all other accumulations or nature of other garbage or lawn trash, which are usual to housekeeping. Special Waste, furniture, White Goods, and construction material is not Household Trash.
- 3.19 Illegal Dumps. Shall mean those piles of solid waste, special waste, trash and/or yard trash illegally disposed of on public right-of-ways and property within the limits of the City of Williston.
- 3.20 Industrial Waste. Shall mean wastes created as a byproduct or discard from manufacturing and industrial operations that by the nature of the wastes, such as composition, weight, or volume, would require special handling or special equipment to accommodate collection and disposal.
- 3.21 Infectious Waste. Shall mean those wastes which may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.
- 3.22 Landfill. Shall mean any solid waste land disposal area for which a permit, other than a general permit, is required by Chapter 403.707, Florida Statutes, that receives solid waste for disposal in or upon land other than a land-spreading site, injection well, or a surface impoundment.

- 3.23 Mechanical Container. Shall mean and include any detachable metal container designed or intended to be mechanically dumped into a loader/packer type of Garbage truck used by the Contractor.
- 3.24 Multiple Dwelling Units. Shall mean any building containing two (2) or more permanent living units, not including motels and hotels, which are serviced by mechanical Container(s).
- 3.25 Recyclables. Shall mean those items that are approved and designated by the City as residential recyclable items such as newspapers, plastic bottles and containers, aluminum cans, magazines, corrugated cardboard, etc.
- 3.26 Refuse. Shall mean Garbage, Commercial Trash and Household Trash, and Garden and Yard Trash. Hazardous Waste, Biohazardous Waste Infectious Waste and Recycled Material are excluded.
- 3.27 Residential Service. Shall herein refer to the Refuse collection service provided to persons occupying dwelling units within the designated area who are not receiving Commercial Service.
- 3.28 Rubbish. Shall mean waste material other than Garbage, which is usually attendant to domestic households, housekeeping, operation of stores, offices and other commercial establishments. This shall include, but is not limited to, paper, magazines, packaging, containers, rags excelsior, and other packing material, bottles and cans, excluding recyclable materials.
- 3.29 Service Area. Shall mean the City.
- 3.30 Solid Waste. Includes refuse, yard trash, clean debris, white goods, special waste, ashes, sludge, refuse or other discarded material from residential locations.
- 3.31 Special Services. Shall mean any collection or disposal service provided which exceeds the uniform level of service provided under residential and commercial service systems and for which a special charge is applied.
- 3.32 Special Waste. Shall mean solid waste that can require special handling and management, including, but not limited to, asbestos, white goods, whole tires, used tires, used oil, mattresses, furniture, lead-acid batteries, and biological wastes.
- 3.33 Trash. Shall mean all movable compactable articles or apparatus such as chairs, tables, sofas, mattresses, etc., for equipping a house and/or apartment.
- 3.34 Yard Trash. Shall mean vegetative matter resulting from landscaping maintenance and land clearing operations including accumulation of lawn, grass, shrubbery cuttings or clippings, and dry leaf raking, palm fronds, small tree

branches (which shall not exceed five (5) feet in length and five (5) inches in diameter), bushes or shrubs, green leaf cuttings, fruits or other matter usually created as refuse in the care of lawns and yards, except large branches, trees, or bulky or non-containerized material not susceptible to normal loading and collection in loader package type sanitation equipment used for regular collections from domestic households. All yard trash shall be containerized with exceptions of small tree limbs. However, Yard Trash placed in approved receptacles may be bagged using paper products bags. Yard Trash shall not be containerized utilizing 96-gallon residential refuse cart.

#### **Section 4. GRANT OF RIGHT: GENERAL CONDITIONS**

- 4.1 Exclusive Right. The Contractor shall provide Garbage, Household Trash, residential recyclables collection, and Commercial Trash collection services within the Service Area, together with any other service contained in the bid documents and Contractor's successful bid. The Contractor's successful bid and RFP Bid Package are attached hereto and incorporated herein, and except where they conflict with this Agreement, may reflect additional obligations of the parties. The Contractor shall have and is hereby granted the exclusive right to provide residential and commercial Refuse collection service and residential recyclables collection in the Service Area in accordance with the terms of this Agreement, the Contractor's successful bid and the Bid Package.

#### **Section 5. RESIDENTIAL COLLECTION SERVICE**

- 5.1 Duties. For Automated Collection Service, each single family home is required to have one (1) 96-gallon Cart for Residential Refuse and One (1) 18-gallon Recycling Bin. The Contractor shall collect and dispose of the Garbage, Garden and Yard Trash and Recyclables, once per week from all single-family homes, Multiple Dwelling Units receiving curbside residential collection service and mobile homes in the Service Area. All Refuse and Recycling shall be placed inside its respective container. Loose Refuse or Recycling Commodities (with the exception of cardboard cut into 3x3 sections) will not be collected. Yard Trash collection shall be placed at the curb loose, in bio-degradable bags or an approved container other than the 96-gallon refuse cart. Yard Trash piles shall not exceed two (2) cubic yards per weekly set out. Yard Trash that is not in compliance within the size limitations specified herein, may be collected by Contractor at an additional cost negotiated between the Resident(s) and Contractor. Recyclables shall be placed in Contractor-provided 18-gallon recycling bins.

- 5.2 Point of Pickup for Residential Refuse. Collection of residential Refuse and

recyclables shall be at curbside or other such locations as will provide ready accessibility to Contractor's collection crew and vehicle by 7:00 a.m. of the designated collection day. Carts shall be set out as directed by the City or the Contractor so that the mechanical arm has access to the Cart. For Carts, the customer should place the Cart such that the collection vehicle and its automated arm have access to the Cart, including that the correct side of the Cart is facing the street. Customers with questions may contact the City's Authorized Representative or the Contractor. If the customer and Contractor cannot agree upon an appropriate location for a Cart, the City shall mediate the dispute and designate the location where collection shall occur.

- 5.3 Provision of Carts; Ownership; Repair; Replacement. Contractor, at its cost, shall purchase and deliver original Carts (one (1) Refuse Cart and One (1) 18-gallon Recycling Bin to all single-family homes, Multiple Dwelling Units receiving curbside residential collection service and commercial collection customer locations receiving residential-type (formerly "hand rear load") collection service. If occupancy of a dwelling changes; Contractor shall deliver, at its cost, additional Carts to the new account holder, if necessary. Such Carts are the property of the Contractor, and shall be treated accordingly by the Customer. City shall retain ownership of the Carts, including all Replacement Carts or repaired Carts, after the second renewal term of this Agreement, and for the term of any renewal(s) or extension(s), and beyond. Contractor shall make minor repairs to Carts, such as wheel and lid replacement, at its cost (normal wear and tear repairs). When a residential customer desires to purchase an Additional Cart, or where a Cart has been damaged by Customer negligence and the customer must replace it (a Replacement Cart), the customer shall be required to purchase such Carts from the City at the Customer's cost. The City shall obtain all such Carts from Contractor. A Replacement or repaired Cart is and remains the property of the Contractor in the same manner as described above for the original Carts. Contractor shall replace one stolen Refuse Cart per customer during the term of this Agreement. Contractor shall repair or replace Carts it damages.

- 5.4 Special Handling Charge  
Collections involving yard volumes over two (2) cubic yards or logs or limbs over 5" in diameter or over 5 feet in length may be assessed a special handling charge (Bulk Yard Trash) to the City as outlined in Exhibit A. White Goods and Bulk Items will be charged to the City by Item as outlined in Exhibit A. Notification and accrual of charges shall be handled through a Special Handling Charge Ticket which contains the customer's name and address and driver's signature. Variances to this Special Handling charge shall only be authorized by the City Council.

## **Section 6. COMMERCIAL COLLECTION SERVICE**

- 6.1 Duties. Contractor shall collect and dispose of Refuse from or generated by any commercial or industrial use, and any use not included within residential service, including the City Hall Complex and Williston Airport.
- 6.2 Frequency of Collection. Commercial waste may be collected at any time and will be available one (1) time per week for individual containers to prevent containers from becoming overloaded. Frequency of dumpster pick-ups shall be as contracted for by the owner of the commercial business.
- 6.3 Point of Pickup for Commercial Refuse. Commercial Refuse customers shall accumulate Refuse at locations that are mutually agreed upon by the customer and Contractor.
- 6.4 Method of Collection of Commercial Refuse. Contractor shall make collections with as little disturbance as possible. Any Refuse spilled by Contractor, or spilled a result of Contractor missing a pick-up, shall be picked up promptly by Contractor, unless spillage is caused by overloaded containers in which case the customer shall be responsible for picking up the spillage.
- 6.5 Exclusions. Special Waste, Hazardous Waste, Industrial Waste, Biohazardous Waste, commercially-generated recyclables, and Construction and Demolition Debris are excluded from Contractor's obligation to collect and dispose of Commercial Refuse.

## **Section 7. INDUSTRIAL COLLECTION.**

- 7.1 No Municipal Industrial Waste Collection Provided. The Contractor shall provide no industrial waste collection for the City of Williston. Persons and businesses generating industrial waste shall be required to dispose of same in a lawful manner by utilizing a licensed, qualified private service provider.

## **Section 8. SCHEDULES AND ROUTES**

- 8.1 Schedules. Contractor shall provide the City with schedules for all residential collection routes.
- 8.2 Holidays. Contractor may elect not to provide service on the following holidays: New Year's Day, Dr. Martin Luther King's Birthday, Memorial Day, Fourth of July, Thanksgiving and Christmas Day. If Contractor elects not to provide service on those aforementioned

holiday weeks, Contractor shall collect the Refuse on the next scheduled collection day other than a Sunday for all scheduled routes.

## **Section 9. CONTRACTOR'S OFFICE**

9.1 Contractors Office: The Contractor shall provide at its expense, a suitable office located in the vicinity of the Service Area with telephone service (a local number for City residents) where any complaints shall be received, recorded and handled during normal working hours of each week and shall provide for prompt handling of emergency complaints and all other special or emergency complaints or calls.

## **Section 10. PAYMENT AND BILLING**

10.1 Billing. Contractor shall bill the City for services provided during the previous month and City shall pay Contractor within 15 days of receipt of such invoice. The City shall be responsible for billing all of the Residential and Commercial customers. The rates to City for such service shall be initially as set forth in Exhibit A.

### **10.2 Adjustments to Rates.**

(a) Changes in Collection Price. Compensation payable to Contractor for all solid waste collection and disposal services hereunder shall be at the rates set forth on Exhibit A and adjusted as follows: For the annual periods of this Agreement (see below), the Contractor shall be granted a rate adjustment to reflect the increase in the Consumer Price Index ("CPI Water, Sewer, Trash") as published by the U.S. Department of Labor for the immediate preceding 12 month period. The adjustment shall be based on the immediately preceding 12-month period April 1 through March 31. Rate adjustments shall become effective on October 1 of each subsequent contract year commencing on October 1, 2022. No rate adjustments shall be requested for the period of June 1, 2021 through September 30, 2022. For any subsequent renewal or extension of this Agreement, the rate shall be as negotiated pursuant to Section 2 of this Agreement. The adjustment shall be based on the immediately preceding 12 month period April 1 through March 31.

(b) Change in Law. Beginning June 1, 2021, at any time during the term of this Agreement, or any extension, the Contractor may request an increase to offset the increased costs to Contractor as a result of increases in costs of operations resulting from changes in federal, state or local environmental or other law or regulation which changes affect operations on or after the date hereof concerning the receipt, handling, transportation, or disposal of solid waste pursuant to this Agreement. No change shall be allowed hereunder for increases due to increases in income taxes or increases already compensated for pursuant to 10.2(a).

10.3 Performance Measures and Payments. Should the Contractor fail to perform in accordance with the provisions of this contract, the City shall withhold from the payment submitted to the Contractor the following amounts per incident:

Spillage or leakage from vehicle not cleaned up within four hours of incident	\$25.00 per incident
Failure to visually inspect the residential recycling material and tag material indicating why it was rejected	\$25.00 per incident
Failure to maintain vehicles so that they do not spill or leak fluids	\$20.00 per incident
Failure to maintain or spray containers	\$15.00 per incident
Failure to repair damage to City or Customer property caused by Contractor	\$50.00 per incident
Loaded vehicles left unattended	\$25.00 per incident
Complaints requiring City action in collecting of household trash or garbage	\$75.00 per incident plus City staff costs
Failure to maintain schedules as established by the requirements of this contract	\$100.00 per route missed plus wkly rate
Removal of extra carts without proof or written notification of intent to do so	\$30.00 per incident
Missed collection, for any reason, for a residential or commercial service, unless Contractor has notified the City office, on the collection day, of a valid reason for the missed collection	\$25.00 per incident
Written notification of City by Contractor that a complaint has been resolved, when that complaint has not been resolved	\$50.00 per incident
Failure to maintain or submit to the City all documents and reports required under the provisions of this contract	\$50.00 per incident per day until resolved
Collections beginning earlier than 7:00 AM or later than 8:00 PM without prior approval	

of the Manager	\$30.00 per incident
Exceeding time limit for pick up of bulk waste	\$20.00 per incident
Exceeding time limit for replacement of lost, Stolen, or damaged carts	\$20.00 per incident
Exceeding time limit for exchanging carts	\$20.00 per incident
Not advertising route and collection information once a year	\$20.00 per incident

Any withholdings in the payment from the City to the Contractor shall be deducted within sixty (60) days following the date of the incident.

#### **Section 11. PRESENTATIONS AND WARRANTIES OF CONTRACTOR**

Contractor makes the following representations and warranties:

11.1 Organization Power and Authority. Contractor is a corporation or other legal entity duly organized and validly existing under the laws of the State of Florida, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder.

11.2 Due Authorization; Binding Obligation. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby, and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Contractor. This Agreement has been duly executed and delivered by Contractor and is a valued and binding obligation of Contractor enforceable in accordance with its terms.

#### **Section 12. DEFAULT**

12.1 Default: In the event either party defaults in the performance of any obligations to be performed by it hereunder, the non-defaulting party shall give the other written notice of each default, specifying with particularity the default complained of. In the event that the defaulting party fails or refuses to cure each default, or to commence the cure of each default, within thirty (30) days from receipt of such notice, then the non-defaulting party, may at its option, sue for specific performance, sue for damages, terminate this Agreement, or otherwise pursue all its legal and available remedies. The prevailing party shall be entitled to recover all costs associated with an action to enforce this Agreement or for breach of this Agreement, including court costs and reasonable attorney's fees.

### **Section 13. PERMITS AND LICENSES**

13.1 Permits and License: Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance, shall maintain the same in full force and effect, and shall furnish true copies of same to the City upon request. Contractor shall immediately notify City of any suspension or termination of such permits and licenses.

### **Section 14. INSURANCE REQUIREMENTS AND PERFORMANCE BOND**

14.1 Certificate. During the life of this Agreement, Contractor shall procure and maintain insurance of the types and to the limits specified below. Contractor shall provide City with a certificate of insurance evidencing the required coverage and naming the City as an additional insured on all but the Workers' Compensation coverage. Cancellation or modification of said insurance shall not be affected without ten (10) days prior written notice to City.

Except as otherwise stated, the amounts and type of insurance shall conform to the following minimum requirements:

14.2 Workers' Compensation. Contractor shall provide and maintain during the life of this Agreement, at his own expense, Workers' Compensation Insurance coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include employers' liability insurance with a limit of \$1,000,000 each accident.

14.3 Comprehensive General Liability. Contractor shall provide and maintain during the life of the Agreement, at his own expense Comprehensive General Liability and shall have City as additional insured. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy promulgated by the State Florida Insurance Commissioner.

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

14.4 Business Automobile Policy. Contractor shall provide and maintain during the life of the Agreement, at his own expense, Comprehensive Automobile Liability Insurance. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

Minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability.

14.5 Excess Umbrella Liability. \$5,000,000.

14.6 Performance Bond. Contractor shall provide City with an annually renewable performance bond in the amount of One Hundred Per Cent (100%) of one (1) years Revenue for Residential Services for the faithful performance of this Agreement. Notwithstanding anything elsewhere in the Agreement to the contrary, the liability of the Principal and the Surety under this annually renewable bond is limited to a one (1) year term. Any extensions or renewals of the performance bond must be consented to in writing by the Principal and the Surety. Failure to extend or renew the performance bond by the Principal and the Surety shall not constitute a default under the bond; however, such failure shall not relieve the Contractor from the duty to furnish an adequate replacement bond for the un-expired term of this contract.

## **Section 15. BOOKS AND RECORDS**

15.1 Books and Records: City shall have the right upon reasonable notice to inspect and review Contractor's books and records regarding Contractor's performance of services hereunder. City shall maintain such records in a confidential manner to the extent permitted by law.

## **Section 16. PUBLIC RECORDS**

Pursuant to Florida Statute, §119.0701, the parties agree to the following:

16.1 Public Records: During the term of this Agreement, the Contractor shall comply with the Florida Public Records Law, to the extent such law is applicable to the Contractor. If Section 119.0701, Florida Statutes is applicable, the Contractor shall do the following: (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform this service; (2) Provide the public with access to the public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost allowed by law; (3) Keep from disclosure those public records that are exempt or confidential; (4) Meet all requirements for retaining public records and upon termination of this Agreement, transfer, at no cost, all public records to the City, and destroy any duplicate public records that are confidential or exempt from disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

16.2 The Contractor shall keep and make available to the City for inspection and copying, upon request by the City all records in the Contractor's possession relating to this Agreement. Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics,

or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the Contractor's possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

16.3 During the term of this Agreement, the Contractor may claim that some or all of the Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. The Contractor shall clearly identify and mark Confidential Information as "Confidential Information" and the City shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information."

16.4 The City shall promptly notify the Contractor in writing of any request received by the City for disclosure of the Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Contractor shall protect, defend, indemnify, and hold the City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the City, at the Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this section shall continue to survive. The Contractor releases the City from all claims and damages related to any disclosure of documents by the City.

16.5 If the Contractor refuses to perform its duties under this section within 14 calendar days of notification by the City that a demand has been made to disclose the Contractor's Confidential Information, then the Contractor waives its claim that any information is Confidential Information, and releases the City from claims or damages related to the subsequent disclosure by the City.

16.6 If the Contractor fails to comply with the Public Records Law, the Contractor shall be deemed to have breached a material provision of this Agreement.

**16.7 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

City Clerk, City of Williston

50 NW Main Street

Williston, Florida 32696

352-342-6579

Latricia.Wright@WillistonFL.org

**Section 17. NOTICES**

17.1 Notices: Notice sent certified mail return receipt requested to a party at its business address shown herein shall be sufficient notice whenever required for any purpose under the Agreement.

**Section 18. SEVERABILITY**

18.1 Severability: If any provisions of the Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected but shall remain in full force and effect.

**Section 19. GOVERNING LAW**

19.1 Governing Law: This Agreement shall be governed by the laws of the State of Florida and jurisdiction for any dispute arising under this Agreement shall be in Levy County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above first written.

ATTEST:

CITY OF WILLISTON, FLORIDA:

By: \_\_\_\_\_  
Latricia Wright,  
City Clerk

By: \_\_\_\_\_  
Debra Jones, President  
(Municipal Seal)

ATTEST:

GFL Solid Waste Southeast, LLC:

By: \_\_\_\_\_  
Derick Redding – General Manager

By: \_\_\_\_\_  
Todd Strong – Region Vice President

## **EXHIBIT "A" Pricing**

Residential Schedule – Once a week collection of trash, yard waste and recyclables.

### **Residential Service Collection Components**

- \*Once a week solid waste collection, transportation and disposal
- \*Once per week recycling  
(single stream with supplied bin)
- \*Once a week Yard Trash (2 cubic yard limit)
- \*White goods, furniture, misc. as a special charge pickup
- \*Bulk collection as a special charge pickup

### **Monthly Unit Cost**

Disposal \$ 0.00 (Includes yard waste)

Collection \$ 9.27 (Included yard waste)

Recyclable Collection \$ 2.65

**Total Monthly Cost per Residential Unit** \$ 11.92

White goods/furniture, bulk, etc. per item \$ 7.50

Yard trash collection per yard \$ 12.00/yd > two (2)  
cubic yards

## **Commercial Collections**

**Solid Waste (small volume utilizing 96-gallon cart)**

Number of Containers	Weekly Pick-ups	Monthly Charge
One	1	\$ 25.00
Two	1	\$ 40.00
Three	1	\$ 60.00
Four	1	\$ 70.00
Five	1	\$ 80.00

**Solid Waste (Front and Rear Load, Non-compacted Mechanically Loaded Container)**

Non-Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Two (2) Yard	1	\$56.29
Two (2) Yard	2	\$112.58
Two (2) Yard	3	\$168.87
Two (2) Yard	4	\$225.16
Two (2) Yard	5	\$281.45
Two (2) Yard	6	\$337.74

Non-Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Four (4) Yard	1	\$112.58
Four (4) Yard	2	\$225.16
Four (4) Yard	3	\$337.74
Four (4) Yard	4	\$450.32
Four (4) Yard	5	\$562.90
Four (4) Yard	6	\$675.48

Non- Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Six (6) Yard	1	\$168.87
Six (6) Yard	2	\$337.74
Six (6) Yard	3	\$506.61
Six (6) Yard	4	\$675.48
Six (6) Yard	5	\$844.35
Six (6) Yard	6	\$1,013.22

Non- Compacted Unit Size	Weekly Pick-ups	Monthly Charge
Eight (8) Yard	1	\$225.16
Eight (8) Yard	2	\$450.32
Eight (8) Yard	3	\$675.48
Eight (8) Yard	4	\$900.64
Eight (8) Yard	5	\$1,125.80
Eight (8) Yard	6	\$1,350.96

Additional charges that may apply to any or all commercial accounts should be listed below as unit pricing. (Locking/Unlocking, Special Handling)

1. \_Extra Dumpster Pickup On Route = 2 cubic yard - \$30.00
2. \_Extra Dumpster Pickup Off Route = 4 cubic yard - \$50.00
3. 6 cubic yard - \$70.00
4. 8 cubic yard - \$90.00
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_

**Date: 5/18/21**

**COUNCIL AGENDA ITEM**

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**DISCUSSION: Renewal of the Highway Lighting Agreement between the City of Williston and the Florida Department of Transportation.**

**REQUESTED BY: CJ Zimoski**

**PREPARED BY: CJ Zimoski**

**BACKGROUND / DESCRIPTION:** The City of Williston had previously entered into a contractual obligation with FDOT for the maintenance and repair of street lighting along the State and Federal roadways within the corporate boundaries of the City of Williston for an agreed upon amount. For the year 2021-2022 the amount will be increased to \$33,939.18. The term of this contract will be for a period of 7 years.

**LEGAL REVIEW: X**

**FISCAL IMPACTS: None**

**RECOMMENDED ACTION: Staff recommends approval**

**ATTACHMENTS:**

☒ **CONTRACT**      ☒ **RESOLUTION**      ☐ **MAP**  
☐ **LEASE**      ☐ **OTHER DOCUMENTS**

☐ **CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED**

**COUNCIL ACTION:**

☐ **APPROVED**

☐ **DISAPPROVED**

**RESOLUTION 2021-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ALLOWING FOR THE RENEWAL OF THE HIGHWAY LIGHTING AGREEMENT CONTRACT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF WILLISTON, FLORIDA.**

**WHEREAS**, the City of Williston and the Florida Department of Transportation desire entering into an agreement for the maintenance of the highway lighting along state and federal roadways within the corporate boundaries of the city of Williston, Florida; and

**WHEREAS**, the Florida Department of Transportation has agreed to pay the in accordance with exhibit "a" attached to the contract; and

**WHEREAS**, the amount in exhibit "a" will be calculated yearly and approved by the City of Williston before May 31 of each year while this agreement is in effect;

**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 agrees to enter into a contractual obligation between the Florida Department of Transportation for the maintenance of the Highway Lighting System on State and Federal roadways within the Corporate limits of the City of Williston Florida, allowing for the Deputy City Manager to sign the contract.

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

**PASSED AND ADOPTED** at a meeting of the City Council this 18<sup>th</sup> day of May, 2021.

**CITY OF WILLISTON, FLORIDA**

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**ATTEST:** Latricia Wright, City Clerk

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Debra Jones, Council President

**APPROVED AS TO FORM AND LEGALITY:**

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Frederick L. Koberlein, Jr., City Attorney



## Florida Department of Transportation

**RON DESANTIS**  
GOVERNOR

District Maintenance Contracts Office  
1109 South Marion Avenue, MS 2010  
Lake City, Florida 32055

**KEVIN J. THIBAUT, P.E.**  
SECRETARY

April 26, 2021

City of Williston  
P.O. Box 160  
Williston, Florida 32696-0160

New Contract No: TBD  
Old Contract No. AN492  
Financial Project No. 41441117808  
Description: State Highway Lighting, Maintenance and Compensation Agreement  
Contract Period July 1, 2021 through June 30, 2028

### Agency Partner,

Attached is the new Highway Lighting, Maintenance, and Compensation Agreement. It has been updated and improved to provide more flexibility in the prosecution and progress of the work. Once executed it will supersede the existing agreement (Item 7 c.).

Some of the changes include:

- The term of this agreement has been adjusted to be seven years. (Item 1 Section E); the existing agreement is essentially open-ended with automatic renewals.
- This new version authorizes your Agency to submit reimbursement claims to all third parties responsible for the damage; this allows you to pursue recovery from insurance agencies and individuals responsible for damage to the highway lighting system (Item 2).
- The current Agreement does not provide for an opt-out option. This new version allows either party to terminate the Agreement by a written notice. (Item 1 Section E).
- Prior to the beginning of each agreement year, it requires the Maintaining Agency to submit an amended Exhibit A to account for any new lights that have come on-line. (Item 2)
- Exhibit A was updated to better clarify the features covered and compensation amount.

Attached, for comparison, is the current agreement information and the new agreement language and exhibits. Please fill out and sign the agreement, complete the spreadsheet, and return to my attention no later than **May 31, 2021**. This will give us time to execute the new agreements prior to the expiration of the existing agreement year.

**Please attach the appropriate documentation for signature authority or a resolution for the individual executing the agreement.**

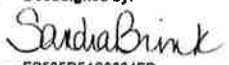
*Improve Safety, Enhance Mobility, Inspire Innovation*  
[www.fdot.gov](http://www.fdot.gov)

The total payment amount for each Fiscal Year is calculated by inputting the actual number of qualifying types of lights and multiplying by the Unit Rate and 90%. Example: 330 (lights) x \$291.26 x 0.90 (90% Requirement) = \$86,533.92

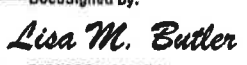
Should you not wish to execute the new agreement please let us know and we shall continue to operate under the terms of the original agreement.

If you have any questions, please see the contact information below.

Sincerely,

DocuSigned by:  
  
69585D54C6834FD...

Sandra Brink  
District 2 Maintenance Contracts  
[sandra.brink@dot.state.fl.us](mailto:sandra.brink@dot.state.fl.us)  
(386)961-7585

DocuSigned by:  
  
F0B0C6FC188845C...

Lisa Butler  
District 2 Maintenance Contracts  
[lisa.butler@dot.state.fl.us](mailto:lisa.butler@dot.state.fl.us)  
(386)961-7382

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND  
 COMPENSATION AGREEMENT**

375-020-52  
 MAINTENANCE  
 OGC - 02/21  
 Page 1 of 8

CONTRACT NO. \_\_\_\_\_  
 FINANCIAL PROJECT NO. 41441117808  
 F.E.I.D. NO. F59-6000451-001

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, year of \_\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as "**FDOT**", and City of Williston, hereinafter referred to as the "**MAINTAINING AGENCY**";

**WITNESSETH:**

**WHEREAS**, **FDOT** is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

**WHEREAS**, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

**WHEREAS**, **FDOT** has identified sites where lighting and/or lighting systems, hereinafter referred to as "Facilities", are located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**. A list of the Facilities is included as Exhibit A, attached hereto and incorporated herein.

**WHEREAS**, the **MAINTAINING AGENCY** agrees to maintain the Facilities as further set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

**1. Maintenance of Facilities**

- a. The **MAINTAINING AGENCY** shall maintain the Facilities listed in Exhibit A. The Facilities may include lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT**. The Facilities shall not include lighting located in weigh stations, rest areas, or on Interstate highways.

The location and type of lighting to be maintained pursuant to this Agreement is set forth in Exhibit A. Any changes or modifications to Exhibit A must be in writing and signed by both **FDOT** and the **MAINTAINING AGENCY**. Any Facilities added to Exhibit A during the **FDOT's** fiscal year shall be maintained and operated by the **MAINTAINING AGENCY** upon the **FDOT's** final acceptance of installation of any new lighting and/or lighting systems. Prior to the start of each new fiscal year, the **MAINTAINING AGENCY** and **FDOT** shall amend Exhibit A to reflect any changes to the Facilities, including addition, removal, or change in lighting type maintained pursuant to this Agreement.

The **MAINTAINING AGENCY** will be compensated for Facilities added to Exhibit A by amendment of this Agreement in the **FDOT's** fiscal year occurring after the lighting and/or lighting systems are installed and final acceptance of such installation is given by **FDOT**. In the event that no change is made to the previous year's Exhibit A, a certification from the **MAINTAINING AGENCY** shall be provided to **FDOT** certifying that no change has been made to Exhibit A during **FDOT's** previous fiscal year. Unless stated otherwise, all references to fiscal years within this agreement refer to **FDOT's** fiscal year, beginning July 1st and ending June 30th.

- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (e.g., high mast, standard, underdeck, and sign) or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Required maintenance includes, but is not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities. All repairs or replacement will be in kind unless a variance is approved in writing by **FDOT**.

- The termination of this Agreement will not terminate maintenance responsibilities for lighting owned by the **MAINTAINING AGENCY**. Maintenance obligations for lights owned by the **MAINTAINING AGENCY** will remain the responsibility of the **MAINTAINING AGENCY**. Nor does termination of this Agreement operate to relieve the **MAINTAINING AGENCY** of any maintenance obligations contained in other agreements. Maintenance of lights governed by a separate maintenance agreement will continue per the terms of that separate maintenance agreement.

**FDOT** expressly assigns its rights, interests and privileges pertaining to damage to Facilities caused by third parties to the **MAINTAINING AGENCY**, so they may pursue all claims and causes of actions against the third parties responsible for the damage. **FDOT** will assist the **MAINTAINING AGENCY** and will confirm the **MAINTAINING AGENCY's** authorization to pursue recovery. The **MAINTAINING AGENCY** will be responsible for all attorneys' fees and litigation costs incurred in its recovery activities.

### 3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities and report all maintenance performed and replacement components and parts installed pursuant to this Agreement. The records shall be kept in an electronic format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to **FDOT** upon request.

### 4. Invoicing

The **MAINTAINING AGENCY** shall invoice **FDOT** annually in a format acceptable to the **FDOT**. Invoices must be submitted no earlier than May 1 and no later than June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

**FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the Comptroller of **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.

### 5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time may **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure will not be preconditions in the event of an emergency.

## 6. Force Majeure

Neither the **MAINTAINING AGENCY** nor **FDOT** will be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

## 7. Miscellaneous

- a. **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Without limiting the generality of the foregoing, this Agreement shall replace and supersede all prior agreements between **FDOT** and the **MAINTAINING AGENCY** with respect to maintenance of the lighting and/or lighting systems for the Facilities identified in Exhibit A.
- d. This Agreement is governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable are severable and will not affect the validity of the remaining provisions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, electronic mail, or express mail and will be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** must notify the local District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices must be sent to the following addresses:

### MAINTAINING AGENCY:

City of Williston
CJ Zimoski, Deputy City Manager
P.O. Box 160
Williston, Florida 32696-0160

### FDOT:

Florida Department of Transportation
District Maintenance Contracts, MS- 2010
1109 South Marion Avenue
Lake City, Florida 32055

- f. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.
- g. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

- h. By signing this agreement the Maintaining Agency certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) or listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. For contracts involving \$1,000,000 or more, if the Department determines the Maintaining Agency submitted a false certification under Section 287.135(5) of the Florida Statutes regarding the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or for contracts involving any amount, if the Maintaining Agency has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Maintaining Agency notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.
- j. **MAINTAINING AGENCY:**
  1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **MAINTAINING AGENCY** during the term of the contract; and
  2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the **Maintaining Agency** does not transfer the records to **FDOT**
  4. Upon completion of the Agreement, transfer, at no cost, to **FDOT**, all public records in possession of the Consultant or keep and maintain public records required by **FDOT** to perform the service. If the Consultant transfers all public records to **FDOT** upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to **FDOT**, upon request from **FDOT's** custodian of public records, in a format that is compatible with the information technology systems of **FDOT**
  5. Failure by the **Maintaining Agency** to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**

IF THE MAINTAINING AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MAINTAINING AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**District 1**

**863-519-2623**

**[D1precustodian@dot.state.fl.us](mailto:D1precustodian@dot.state.fl.us)**

**Florida Department of Transportation  
District 1 – Office of General Counsel  
801 N. Broadway  
Bartow, FL 33830**

**District 6**

**305-470-5453**

**[D6precustodian@dot.state.fl.us](mailto:D6precustodian@dot.state.fl.us)**

**Florida Department of Transportation  
District 6 – Office of General Counsel  
1000 NW 111 Avenue  
Miami, FL 33172-5800**

**District 2**

**386-758-3727**

**[D2precustodian@dot.state.fl.us](mailto:D2precustodian@dot.state.fl.us)**

**Florida Department of Transportation  
District 2 - Office of General Counsel  
1109 South Marion Avenue, MS 2009  
Lake City, FL 32025**

**District 7**

**813-975-6491**

**[D7precustodian@dot.state.fl.us](mailto:D7precustodian@dot.state.fl.us)**

**Florida Department of Transportation  
District 7 - Office of General Counsel  
11201 N. McKinley Drive, MS 7-120  
Tampa, FL 33612**

**District 3**

**850-330-1391**

**[D3precustodian@dot.state.fl.us](mailto:D3precustodian@dot.state.fl.us)**

**Florida Department of Transportation  
District 3 - Office of General Counsel  
1074 Highway 90 East  
Chipley, FL 32428**

**Florida's Turnpike Enterprise**

**407-264-3170**

**[TPprecustodian@dot.state.fl.us](mailto:TPprecustodian@dot.state.fl.us)**

**Turnpike Enterprise Chief Counsel  
Florida Turnpike – Office of General  
Counsel  
Turnpike Mile Post 263, Bldg. 5315  
Ocoee, FL 34761**

**District 4**

**954-777-4529**

**[D4precustodian@dot.state.fl.us](mailto:D4precustodian@dot.state.fl.us)**

**Florida Department of Transportation  
District 4 – Office of General Counsel  
3400 West Commercial Blvd.  
Fort Lauderdale, FL 33309**

**Central Office**

**850-414-5355**

**[COPrecustodian@dot.state.fl.us](mailto:COPrecustodian@dot.state.fl.us)**

**Office of the General Counsel  
Florida Department of Transportation  
605 Suwannee Street, MS 58  
Tallahassee, Florida 32399-0458**

**District 5**

**386-943-5000**

**[D5precustodian@dot.state.fl.us](mailto:D5precustodian@dot.state.fl.us)**

**Florida Department of Transportation  
District 5 – Office of General Counsel  
719 South Woodland Boulevard  
Deland, FL 32720**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND  
 COMPENSATION AGREEMENT**

375-020-52  
 MAINTENANCE  
 OGC - 02/21  
 Page 7 of 8

**8. Certification**

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes to Form Document."

You **MUST** signify by selecting one of the applicable options:

- ☐ No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective the day and year first written.

**MAINTAINING AGENCY**

BY: (Signature) \_\_\_\_\_

(Printed Name: CJ Zimoski )

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

(Printed Title: Deputy City Manager )

---

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

BY: (Signature) \_\_\_\_\_

(Printed Name: Travis Humphries, P.E. )

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

(Printed Title: D2 Director of Operations )

---

**FDOT Legal Review**

BY: (Signature) \_\_\_\_\_

Counsel

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

(Printed Name: Melissa Blackwell )

**Exhibit A**  
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT**  
**For Fiscal Year 21/22**

**1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

**2.0 FACILITIES**

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. See Attached Lighting Inventory Sheet
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

**3.0 COMPENSATION**

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of \$309.10 in fiscal year 21/22 shall increase to \$318.37 in fiscal year 22/23.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and \_\_\_\_%. Example: 330 (lights) x \$\_\_\_\_\_ (unit rate) x 0.90 (90% requirement) = \$ 0.00

Type of Light	# of lights	LED or HPS	Unit rate	%	Total
High Mast		HPS			0.00
Standard		HPS			0.00
Underdeck		HPS			0.00
Sign		HPS			0.00
High Mast		LED			0.00
Standard		LED			0.00
Underdeck		LED			0.00
Sign		LED			0.00

# Florida Department of Transportation Highway Light Agreement Inventory

## CITY OF WILLISTON

Scott Lippman, City Manager, C.J. Zimoski, Public Service Director

State Road Number	County	Begin Milepost or Nearest Cross Road	End Milepost or Nearest Cross Road
SR 41	Levy	NE 11th Ave	Noble Ave
SR 121	Levy	NE 11th Ave	Main Street
SR 41	Levy	Main Street	SW 21st Place
SR 27	Levy	City Limits	SW 7th Street
SR 27	Levy	SW 7th Street	Main Street
SR 27	Levy	Main Street	City Limits

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION  
 AGREEMENT**

710-010-30  
 UTILITIES  
 08/02  
 Page 1 of 5

THIS AGREEMENT, entered into this 3rd day of April, year of 2003, by and between the  
**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "FDOT", and  
City of Williston, hereinafter referred to as the "MAINTAINING AGENCY";

**WITNESSETH:**

**WHEREAS**, the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System, and the **FDOT** is authorized under Sections 334.044, Florida Statutes and 335.055, Florida Statutes to enter into this Agreement; and

**WHEREAS**, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement,

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

**1. Maintenance of Facilities**

- a. The **MAINTAINING AGENCY** shall maintain all the lighting now or hereafter located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY**, hereinafter referred to as the "Facilities," throughout its expected useful life. For the purposes of this Agreement, the term Facilities shall be deemed to include, but not necessarily be limited to, lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of the **FDOT**, but shall exclude those systems listed in Exhibit "A" attached hereto and by this reference made a part hereof, and shall exclude lighting located in weigh stations, rest areas, or on Interstate highways.
- b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (ex. high mast, standard, underdeck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities, as may be necessary.
- c. All maintenance shall be in accordance with the provisions of the following:
  - (1) Manual of Uniform Traffic Control Devices; and,
  - (2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.
- d. For lighting installed as part of an **FDOT** project, the **MAINTAINING AGENCY's** obligation to maintain shall commence upon the **MAINTAINING AGENCY's** receipt of notification from the **FDOT** that the **FDOT** has finally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power shall commence at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** shall not be required to perform any activities which are the responsibilities of **FDOT's** contractor.
- e. The continuing obligations under this paragraph 1 beyond the first fiscal year hereof are subject to the voluntary negotiation of the amount to be paid as set forth in subparagraph 2b hereof.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION  
 AGREEMENT**

710-010-30  
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**2. Compensation and Payment**

- a. The **FDOT** agrees to pay to the **MAINTAINING AGENCY** a lump sum of \$ 252.00 for the fiscal year in which this Agreement is signed (fiscal year as referenced in this Agreement shall be **FDOT's** fiscal year).
- b. For each future fiscal year, the **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount to be paid prior to the fiscal year beginning. The **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year.
- c. Invoices may be submitted anytime after May 19<sup>th</sup> of the fiscal year in which the services were provided, but no later than 180 days after the end of said fiscal year. Payment shall be made in one lump sum as provided in paragraph 4 hereof.
- d. Payment shall be made in accordance with Section 215.422, Florida Statutes.
- e. Bills for fees or other compensation for services or expenses shall be submitted in a format acceptable to the **FDOT** and in detail sufficient for a proper pre-audit and post-audit thereof.

**3. Record Keeping**

The **MAINTAINING AGENCY** shall keep records of all activities performed pursuant to this Agreement. The records shall be kept in a format approved by the **FDOT**.

Records shall be maintained and made available upon request to the **FDOT** at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the **FDOT** upon request.

**4. Invoicing**

Upon receipt, the **FDOT** has five (5) working days to inspect and approve the goods and services. The **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar shall not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The **FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The **FDOT** shall require a statement from the Comptroller of the **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the **FDOT** which are for an amount in excess of \$25,000 and which have a term for a period of more than one (1) year.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION  
 AGREEMENT**

710-010-30  
 UTILITIES  
 09/02  
 Page 3 of 5

The FDOT will provide a copy of the statement referenced above to the **MAINTAINING AGENCY**.

**5. Default**

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

- a. Pursue a claim for damages suffered by the **FDOT** or the public.
- b. Pursue any other remedies legally available.
- c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from the **FDOT** of the non-performance; provided, however, that advance notice and cure shall not be preconditions in the event of an emergency.

**6. Indemnification**

The **MAINTAINING AGENCY**, to the extent allowed by Section 768.28, Florida Statutes, shall indemnify, defend, save, and hold harmless, the State, the **FDOT**, and all of their officers, agents, and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the **MAINTAINING AGENCY**, its subcontractors, agents, or employees or due to any act or occurrence of omission or commission of the **MAINTAINING AGENCY**, its subcontractors, agents, or employees.

**7. Force Majeure**

Neither the **MAINTAINING AGENCY** nor the **FDOT** shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimate duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**8. Miscellaneous**

- a. The **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **FDOT**.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining provisions hereof.

# STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

- e. Time is of the essence in the performance of all obligations under this Agreement.
- f. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** shall have a continuing obligation to notify each District of the **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

**MAINTAINING AGENCY:**

City of Williston  
P.O. Drawer 1160  
Williston, Florida 32696-0160

**FDOT:**

H. Vince Camp  
1109 South Marion Ave - MS 2024  
Lake City, FL 32025-5874

- g. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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, Florida Statutes, for **CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.**
- h. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.
- i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION  
 AGREEMENT**

710-010-30  
 UTILITIES  
 09/02  
 Page 5 of 5

**9. Certification**

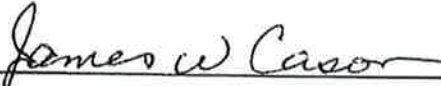
This document is a printout of an FDOT form maintained in an electronic format and all revisions thereto by the **Maintaining Agency** in the form of additions, deletions or substitutions are reflected only in an Appendix "Changes To Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **Maintaining Agency** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled "Changes To Form Document."

You **MUST** signify by selecting or checking which of the following applies:

- ☒ No changes have been made to this Forms Document and no Appendix entitled "Changes To Form Document" is attached.
- ☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Forms Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

**MAINTAINING AGENCY**

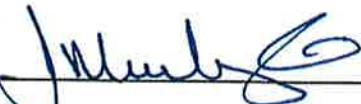
BY: (Signature)   
 (Typed Name: JAMES W. CASON)  
 (Typed Title: PRESIDENT, CITY COUNCIL)

DATE: 2-18-03

ATTEST:


  
 BARBARA HENSON, CITY CLERK

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

BY: (Signature)   
 (Typed Name: Jim MacLaughlin)  
 (Typed Title: Director of Operations)

DATE: 4-3-03

**FDOT Legal Review**

BY: (Signature)   
 District Counsel  
 (Typed Name: E. L. NOWAK)

DATE: 4/3/03

# STATE HIGHWAYS SYSTEM LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

## Exhibit A

Name of Maintaining Agency: City of Williston  
 Contact person: Barbara Hensen, City Clerk  
 Contact phone number: 352-528-3000

Per paragraph 1.A. of the agreement

Please list below any exceptions for the lighting systems on the state highway system, other than interstate, weigh stations, or rest areas, that you are not maintaining or paying the operating expense within your jurisdictional boundaries or check not applicable.



Not Applicable

The following exceptions locations apply to this agreement.

State Road No.	From	To

**RESOLUTION 2003-07**

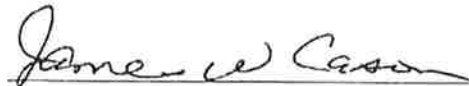
**A RESOLUTION AUTHORIZING THE EXECUTION OF A  
STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE  
AND COMPENSATION AGREEMENT BY THE CITY OF  
WILLISTON WITH THE FLORIDA DEPARTMENT OF  
TRANSPORTATION**

**WHEREAS**, the City of Williston, Florida, (City), and the Florida Department of Transportation (FDOT) have previously determined it to be in their mutual interests to enter in to the STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE AND COMPENSATION AGREEMENT; and

**NOW THEREFORE**, be it resolved by the City Council of the City of Williston, Florida, as follows:

1. The City of Williston hereby enters into the STATE HIGHWAY SYSTEM LIGHTING, MAINTENANCE AND COMPENSATION with the State of Florida Department of Transportation, a copy of which is attached as Exhibit "A".
2. The Florida Department of Transportation has agreed to fund \$252.00 to the City of Williston as compensation for maintenance of the lighting system.
3. The City Council President, James W. Cason and City Clerk, Barbara Henson are hereby authorized to execute this resolution on behalf of the City of Williston, Florida.
4. The City Council President, of the City of Williston, James W. Cason, is hereby specifically authorized to enter into and sign such other documents as may be necessary.

Adopted this 18TH day of January, 2003 in Regular Session by the City Council, City of Williston, Florida.

  
James W. Cason, City Council President

**ATTEST:**

  
Barbara Henson, City Clerk

03/31/2003 05:42 PM

To: MT210LB@dot.state.fl.us  
cc:  
Subject: FUNDS APPROVAL/REVIEWED FOR CONTRACT AN492

Contract #AN492      Contract Type: AF      Method of Procurement: G  
Vendor Name: CITY OF WILLISTON  
Vendor ID: VF596000451001  
Beginning date of this Agmt: 04/01/03  
Ending date of this Agmt: 03/31/50

\*\*\*\*\*  
Description: Highway Lighting

```
*****
ORG-CODE      *EO  *OBJECT *AMOUNT          *FIN PROJECT *FCT
(FISCAL YEAR) *BUDGET ENTITY          *CATEGORY/CAT YEAR
AMENDMENT ID  *SEQ.  *USER ASSIGNED ID *ENC LINE(6S)/STATUS
*****
```

Action: LOA                      Funds have been: APPROVED

55	024040210	*HM	*242052	*	252.00	*41441117208	*787
2003			*55150200			*088712/03	
W001			*00	*	1	*0001/04	

TOTAL AMOUNT:       \* \$                               252.00 \*

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER  
DATE: 03/31/2003

## **COUNCIL AGENDA ITEM**

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**TOPIC: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA; APPOINTING MR. MARC POMPEO TO THE PLANNING AND ZONING COMMISSION FOR A THREE-YEAR TERM BEGINNING MAY 22, 2021 AND ENDING MAY 22, 2024; AND PROVIDING AN EFFECTIVE DATE.**

**REQUESTED BY: LAURA JONES, CITY PLANNER**

**PREPARED BY: LAURA JONES, CITY PLANNER**

**BACKGROUND / DESCRIPTION:** This resolution would appoint Mr. Marc Pompeo for three years in vacant seat 6, beginning May 22, 2021 and ending May 22, 2024. Mr. Pompeo currently serves as Vice-Chairman of the Board of Adjustments and Code Enforcement Board and has expressed a desire to serve the community on the Planning and Zoning Commission Board.

Chapter 46 of the City's Code of Ordinances mandates the appointment of these members to the Agency Board (Appointment. The planning and zoning commission shall consist of seven residents of the city who shall be appointed by the city council).

**LEGAL REVIEW:** None

**FISCAL IMPACTS:** None

**RECOMMENDED ACTION:** Adopt resolution 2021-27 appointing Mr. Marc Pompeo to the Planning and Zoning Commission Board for a three-year term beginning May 22, 2021 and ending May 22, 2024.

**ATTACHMENTS:**

**COMMISSION ACTION:**

\_\_\_\_\_ **APPROVED**

\_\_\_\_\_ **DISAPPROVED**

**RESOLUTION NUMBER 2021-27**

**A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA;  
APPOINTING MR. MARC POMPEO TO THE PLANNING AND  
ZONING COMMISSION FOR A THREE-YEAR TERM  
BEGINNING MAY 22, 2021 AND ENDING MAY 22, 2024; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Mr. Marc Pompeo has served on the Board of Adjustments and Code Enforcement prior and has expressed his desire to continue to serve the Community; and,

**WHEREAS**, Mr. Marc Pompeo has applied to the Planning and Zoning Commission; and,

**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 Resolution 2021-27.

**Section 3.** All Resolution or parts of Resolutions, in conflict with this Resolution are hereby repealed.

**Section 4.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this 18<sup>th</sup> day of May 2021.

**CITY OF WILLISTON, FLORIDA**

---

Debra Jones-President  
Williston City Council

---

ATTEST: Latricia Wright  
City Clerk



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

## APPLICATION FOR PLANNING AND ZONING COMMISSION

NAME Marc J Pompeo

ADDRESS 720 NW 7 Street/PO Box 402 Williston, FL 32696

TELEPHONE: HOME 352-538-5551 WORK: 352-528-4400

EMAIL ADDRESS: marc@hdownsrealestate.com

ARE YOU AVAILABLE TO MEET ON THE LAST TUESDAY OF EVERY MONTH?

CITY RESIDENT	YES <u>X</u>	NO <u>      </u>
BUSINESS OWNER	YES <u>X</u>	NO <u>      </u>
PROPERTY OWNER	YES <u>X</u>	NO <u>      </u>

WHY WOULD YOU LIKE TO SERVE ON THE PLANNING AND ZONING COMMISSION? I would like to be more involved with the planning process in my town

BRIEF EDUCATIONAL/EMPLOYMENT/BUSINESS EXPERIENCE BENEFICIAL TO THIS BOARD?  
Current Broker/Owner of Harriett Downs Real Estate LLC, Williston resident since 1983, Past president of Williston Chamber of Commerce

WHAT SPECIAL ASSETS WOULD YOU BRING TO THE BOARD? Experience based knowledge of local codes and ordinances

BRIEF COMMUNITY SERVICE: Chamber of Commerce director; Board of Adjustment and Code Enforcements

DO YOU HAVE ANY PREVIOUS PLANNING EXPERIENCE? No

DATE: 04/27/2021 SIGNATURE: \_\_\_\_\_

PLEASE RETURN THIS APPLICATION TO THE UTILITY DEPARTMENT AT 50 NORTH MAIN STREET OR MAIL APPLICATION TO:

CITY OF WILLISTON  
ATTN: PLANNING & ZONING DEPARTMENT  
PO DRAWER 160  
WILLISTON, FLORIDA 32696

YOU MAY ALSO EMAIL A COMPLETED APPLICATION TO: [planning.assistant@willistonfl.org](mailto:planning.assistant@willistonfl.org)

**COUNCIL AGENDA ITEM**

---

**TOPIC: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA; APPOINTING MS. SHARON BRANNAN TO THE BOARD OF ADJUSTMENT AND CODE ENFORCEMENT FOR A THREE-YEAR TERM BEGINNING MAY 18, 2021 AND ENDING MAY 7, 2024; AND PROVIDING AN EFFECTIVE DATE.**

**REQUESTED BY: LAURA JONES, CITY PLANNER**

**PREPARED BY: LAURA JONES, CITY PLANNER**

**BACKGROUND / DESCRIPTION:**

The Seat currently held by Ms. Sharon Brannan on the Board of Adjustment and Code Enforcement is set to expire as of May 7, 2021. This resolution would authorize the reappointment of Ms. Sharon Brannan to the Board of Adjustment and Code Enforcement for an additional 3 years, starting May 18, 2021 and ending May 7, 2024.

**LEGAL: REVIEW:** NA

**FISCAL IMPACTS:** None

**RECOMMENDED ACTION:** Adopt resolution 2021-28 authorizing re-appointment of citizen Sharon Brannan to the Board of Adjustments and Code Enforcement.

**ATTACHMENTS:**

☐ CONTRACT    ☒ RESOLUTION    ☐ MAP

☐ LEASE    ☐ OTHER DOCUMENTS

☒ CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED

**COUNCIL ACTION:**

☐ APPROVED

☐ DISAPPROVED

**RESOLUTION NUMBER 2021-28**

**A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, RE- APPOINTING SHARON BRANNAN TO THE CITY OF WILLISTON BOARD OF ADJUSTMENT AND CODE ENFORCEMENT FOR A TERM BEGINNING MAY 18, 2021 AND ENDING MAY 7, 2024**

**WHEREAS**, the Williston City Council wishes to re-appoint Sharon Brannan to the City of Williston's Board of Adjustment and Code Enforcement.

**WHEREAS**, the Williston City Council has stated that this appointment shall last for a term beginning May 18, 2021 and ending May 7, 2024.

**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 Resolution 2021-28.

**Section 3.** All Resolution or parts of Resolutions, in conflict with this Resolution are hereby repealed.

**Section 4.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this 18<sup>th</sup> day of May 2021.

**CITY OF WILLISTON, FLORIDA**

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Debra Jones-President  
Williston City Council

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ATTEST: Latricia Wright  
City Clerk

**Date: may 18, 2021**

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**COUNCIL AGENDA ITEM**

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**TOPIC: 1<sup>ST</sup> READING: ORDINANCE OF THE CITY OF WILLISTON, FLORIDA PROVIDING FOR THE INCREASE IN COMPENSATION OF THE COUNCILMEMBERS AND MAYOR; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**REQUESTED BY: COUNCIL      PREPARED BY: ATTY. FRED KOEBERLEIN, JR.**

**BACKGROUND / DESCRIPTION:**

**LEGAL REVIEW:**

**FISCAL IMPACTS:**

**RECOMMENDED ACTION: Approve**

**ATTACHMENTS:**

**COMMISSION ACTION:**

**\_\_\_\_\_ APPROVED**

**\_\_\_\_\_ DISAPPROVED**

**CITY COUNCIL ORDINANCE NO. 2021-691**

**AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, PROVIDING FOR THE INCREASE IN COMPENSATION OF THE COUNCILMEMBERS AND MAYOR; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Williston, Florida (hereinafter the "City"), by adoption of Ordinance 2020-688, proposed an amendment to the City Charter, Section 2.04, updating the compensation of the current and future councilmembers and mayor; and

**WHEREAS**, pursuant to the Charter and the general laws of the State of Florida the City held an election, by referendum, to consider the proposed amendment to Section 2.04, of the City Charter; and

**WHEREAS**, the electors of the City approved the amendment of Section 2.04, of the City Charter; and

**WHEREAS**, Section 2.04 of the *Amended and Restated Charter* provides for the salary of each councilmember shall not be more than four hundred dollars (\$400.00) monthly, and the salary of the president of the city council shall not be more than five hundred dollars (\$500.00) monthly; and

**WHEREAS**, Section 2.04 of the *Amended and Restated Charter* provides for the salary of the mayor shall be not more than five hundred (\$500.00) monthly; and

**WHEREAS**, the City Council finds it is in the best interests of the City to increase the compensation of the council president to \$500.00, the mayor to \$500.00, and the remaining four (4) councilmembers to \$400.00, as provided for in the *Amended and Restated Charter*, Section 2.04.

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

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

**Section 2.** Effective June 1, 2021, the compensation of the officials elected to the following positions shall be increased as follows:

- A. council president shall be increased to \$500.00;
- B. mayor shall be increased to \$500.00; and
- C. the remaining four (4) councilmembers shall be increased to \$400.00

The elected officials shall receive the actual necessary expenses incurred in the performance of their duties of office.

**Section 3.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 4.** If any section, subsection, sentence, clause or phrase of this ordinance or the particular application thereof shall be held invalid by any court, administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentences(s), clause(s) or phrases(s) under application shall not be affected hereby.

**Section 5.** This ordinance shall take effect immediately upon its adoption.

**PASSED** upon first on the \_\_\_\_ day of May, 2021.

**NOTICE PUBLISHED** on the \_\_\_\_ day of \_\_\_\_\_, 2021.

**PASSED AND ADOPTED** on second and final reading the \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF WILLISTON, FLORIDA**

By: \_\_\_\_\_  
Debra Jones, President

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Latricia Wright, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**Date: may 18, 2021**

**COUNCIL AGENDA ITEM**

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**TOPIC: RESOLUTION 2021-30: APPOINTING LAURA JONES AND LATRICIA WRIGHT TO THE GENERAL EMPLOYEES PENSION COMMITTEE.**

**REQUESTED BY: CITY CLERK**

**PREPARED BY: CITY CLERK**

**BACKGROUND / DESCRIPTION:** The City currently has two vacancies on the General Employees' Pension Committee. The Committee is a 7 member advisory committee that monitors and makes recommendations to the City Council/Board of Trustees regarding the City of Williston General Employees' Pension Program. The Committee membership currently consists of Council President Debra Jones, Retired Deputy Chief Clay Connolly, Mrs. Betty Stevens, Danny Etheridge and Wayne Carson.

**LEGAL REVIEW:**

**FISCAL IMPACTS:**

**RECOMMENDED ACTION:** Adopt Resolution 2021-30 appointing Laura Jones and Latricia Wright to the General Pension Committee.

**ATTACHMENTS:**

**COMMISSION ACTION:**

\_\_\_\_\_ **APPROVED**

\_\_\_\_\_ **DISAPPROVED**

## **RESOLUTION 2021-23**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPOINTING LAURA JONES AND LATRICIA WRIGHT TO THE GENERAL EMPLOYEES PENSION COMMITTEE FOR AN UNDESIGNATED PERIOD.**

**WHEREAS,** The City of Williston has actively sought to fill long term vacancies that exist on the General Employees Pension Committee; and

**WHEREAS,** the City of Williston acknowledges the changes in reporting requirements for Pension Programs statewide this year; and

**WHEREAS,** the Williston City Council desires to maintain a Pension Committee membership with as much knowledge as possible related to best pension planning practices; and

**WHEREAS,** the City Council wishes to appoint Laura Jones and Latricia Wright to the General Employees Pension Committee in accordance with these goals:

**WHEREAS,** the term will be for an unspecified period of time, until Mrs. Jones or Mrs. Wright are no longer willing or able to serve;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLISTON FLORIDA THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

**Section 2.** This Resolution hereby serves to appoint Mrs. Laura Jones and Mrs. Latricia Wright to the General Employees Pension Committee for an indefinite term until such time as she is unwilling or unable to continue to serve.

**Section 3.** If any clause, section, other part of application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this resolution.

**Section 4.** This resolution shall become effective immediately upon passage and adoption:

[THIS SECTION INTENTIONALLY LEFT BANK]

**PASSED AND ADOPTED** at a meeting of the City Council this 18<sup>th</sup> day of May, 2021.

**CITY OF WILLISTON, FLORIDA**

BY: \_\_\_\_\_  
Debra Jones, President City Council

ATTEST: \_\_\_\_\_  
Latricia Wright, City Clerk



CITY OF  
**WILLISTON**  
FLORIDA

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

**APPLICATION FOR COMMISSION/BOARD MEMBERSHIP**

NAME Laura Jones

ADDRESS 19551 SE 70<sup>th</sup> Lanes, Morriston, Florida 32668

TELEPHONE: HOME 954-290-2395 WORK: 352-528-3060 Ext 111

EMAIL ADDRESS: City.Planner@ WillistonFL.org

COMMISSION OR BOARD TO WHICH YOU ARE APPLYING (CIRCLE ONE):

PLANNING & ZONING    PENSION    AIRPORT    ADJUSTMENTS    CRA  
CITIZENS ADVISORY    CHAPTER 185

ARE YOU AVAILABLE TO MEET ACCORDING TO THE PUBLISHED COMMISSION/BOARD MEETING SCHEDULE?    YES X    NO

ARE YOU A (CIRCLE ALL THAT APPLY):    CITY RESIDENT    BUSINESS OWNER  
PROPERTY OWNER

WHY WOULD YOU LIKE TO SERVE ON THIS COMMISSION OR BOARD?

Pensions are benefits that employees deserve and rely on. I would take this position seriously and do the very best job possible for my fellow employees.

BRIEF EDUCATIONAL/EMPLOYMENT/BUSINESS EXPERIENCE BENEFICIAL TO THIS BOARD?

Currently I serve the City of Williston as the City Planner. My previous positions gave me the opportunity to manage large projects obtained through grants or private funding. My project management experience includes budgeting and meeting financial goals.

WHAT SPECIAL ASSETS WOULD YOU BRING TO THE BOARD?

Previously I have been a member of multiple committees and boards and I understand and respect the process. I have served with service clubs since high school and I understand it is a commitment and a responsibility.

BRIEF COMMUNITY SERVICE:

Currently: Founder and Vice President, Peaceful Ridge Rescue, LLC, Founding Member, Retired Racehorse Project, Volunteer at Tomorrow's Equestrian Center.

DO YOU HAVE ANY PREVIOUS BOARD EXPERIENCE?    YES X    NO

DATE: 5-12-21    SIGNATURE: [Signature]

YOU MAY ALSO EMAIL A COMPLETED APPLICATION TO THE CITY CLERK:  
[city.clerk@willistonfl.org](mailto:city.clerk@willistonfl.org)

*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 / DEBRA JONES – MICHAEL COX – ELIHU ROSS  
City Manager – JACKIE GORMAN / Deputy City Manager – CJ Zimoski / City Clerk – LATRICIA WRIGHT



CITY OF  
**WILLISTON**  
FLORIDA

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

**APPLICATION FOR COMMISSION/BOARD MEMBERSHIP**

NAME Latricia Wright

ADDRESS \_\_\_\_\_

TELEPHONE: HOME \_\_\_\_\_ WORK: 352-528-3060

EMAIL Latricia.Wright@willistonfl.org ADDRESS: \_\_\_\_\_

COMMISSION OR BOARD TO WHICH YOU ARE APPLYING (CIRCLE ONE):

PLANNING & ZONING      PENSION      AIRPORT      ADJUSTMENTS      CRA  
CITIZENS ADVISORY      CHAPTER 185

ARE YOU AVAILABLE TO MEET ACCORDING TO THE PUBLISHED COMMISSION/BOARD MEETING SCHEDULE?      YES \_\_\_\_\_ NO \_\_\_\_\_

ARE YOU A (CIRCLE ALL THAT APPLY):      CITY RESIDENT      BUSINESS OWNER  
PROPERTY OWNER

WHY WOULD YOU LIKE TO SERVE ON THIS COMMISSION OR BOARD?

To assist with employee related issues as they are impacted by the pension plan and changes; to facilitate reporting requirements with the state.

BRIEF EDUCATIONAL/EMPLOYMENT/BUSINESS EXPERIENCE BENEFICIAL TO THIS BOARD?  
City Clerk

WHAT SPECIAL ASSETS WOULD YOU BRING TO THE BOARD?  
Recording secretary for the Pension 185 for the past 5 years.

BRIEF COMMUNITY SERVICE: Past Grand Matron Pride of Mattie #138 Oder of Eastern Stars, Focus on Leadership board member, VFW Women's Auxiliary

DO YOU HAVE ANY PREVIOUS BOARD EXPERIENCE?      YES X      NO \_\_\_\_\_

DATE: 5-12-2021 SIGNATURE: Latricia Wright

PLEASE RETURN THIS APPLICATION TO:      CITY OF WILLISTON  
PO DRAWER 160  
WILLISTON, FLORIDA 32696

YOU MAY ALSO EMAIL A COMPLETED APPLICATION TO THE CITY CLERK:  
[city.clerk@willistonfl.org](mailto:city.clerk@willistonfl.org)

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City Manager – JACKIE GORMAN / Deputy City Manager – CJ ZIMOSKLI / City Clerk – LATRICIA WRIGHT