

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

DATE: TUESDAY, JULY 19, 2022
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Charles Goodman
Council President Debra Jones
Vice-President Marguerite Robinson
Councilmember Michael Cox
Councilmember Zach Bullock
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman
City Attorney Scott Walker
City Clerk Latricia Wright
Attorney Kiersten Ballou
Dep. City Manager Deanna Nelson

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ITEM – 2 – RECOGNIZING CHRISTY RICHARDSON AND DALLAS LESTER FOR
ACHIEVING CERTIFICATION(S). MAYOR CHARLES GOODMAN.

ITEM – 3 – PUBLIC PARTICIPATION

ITEM – 4 – CONSENT AGENDA – (pp 6-8)

- Council minutes from July 5, 2022

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN
- STAFF
- COUNCIL
- CRA

B. RESOLUTION 2022-38: A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WILLISTON, FLORIDA, APPROVING EXTENSION TO THE INTERLOCAL
AGREEMENT FOR THE SCHOOL CROSSING GUARDS FOR THE 2022-2023
SCHOOL YEAR; AND PROVIDING AN EFFECTIVE DATE. DEPUTY CITY
MANAGER DEANNA NELSON. (pp 9-10)

C. RESOLUTION 2022-44: A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY
OF WILLISTON TO EXTEND THE CONTRACT FOR PROFESSIONAL

CITY OF WILLISTON, FLORIDA
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CONSULTING SERVICES WITH WRIGHT-PIERCE; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER AND WALT NICKEL WRIGHT-PIERCE. (pp 11-37)

OPEN PUBLIC HEARING 2ND READING OF ORDINANCE 2022-698:

- D. 2ND READING: ORDINANCE 2022-698- AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTIONS 40-141 THROUGH 40-145 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; ADOPTING, ENACTING, AND PROVIDING FOR ELECTRIC UTILITY RATEMAKING BY RESOLUTION; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER AND JODY FINKLEA WITH FMFA AND ATTORNEY BALLOU. (pp 38-55)

CLOSE PUBLIC HEARING

OPEN SECOND PUBLIC HEARING FOR 2021-2022 SMALL CITIES CDBG PROGRAM APPLICATION.

- E. PRESENTATION BY FRED FOX ENTERPRISES, INC. DAVID FOX, FOX ENTERPRISE, AND CITY PLANNER LAURA JONES. (pp 56-62)
- F. OPEN PUBLIC HEARING FOR PUBLIC COMMENT

G. **CLOSE PUBLIC HEARING**

- H. CITY COUNCIL COMMENTS, RECOMMENDATIONS REGARDING THE CDBG APPLICATION.

ITEM – 6 – NEW BUSINESS –

- A. RESOLUTION 2022-45: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE EXECUTION AND SUBMISSION OF THE CDBG APPLICATION FOR FUNDING. DAVID FOX, FOX ENTERPRISES, INC. AND CITY PLANNER LAURA JONES. (pp 63-66)
- B. RESOLUTION 2022-46: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE USE OF SIXTY-TWO THOUSAND SEVENTY-FIVE DOLLARS (\$62,075.00) OF THE CITY OF WILLISTON FUNDING AS LEVERAGE FOR THE SMALL CITIES NEIGHBORHOOD REVITALIZATION COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION THE CITY IS SUBMITTING TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2021-22. DAVID FOX, FOX ENTERPRISES, INC. AND CITY PLANNER LAURA JONES. (pp 67-107)

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- C. RESOLUTION 2022-47: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE IMPLEMENTATION OF THE LONG TERM AND SHORT-TERM OBJECTIVES OF THE CITY OF WILLISTON COMMUNITY DEVELOPMENT PLAN FEDERAL. DAVID FOX, FOX ENTERPRISES, INC. AND CITY PLANNER LAURA JONES.(pp 108-109)
- D. RESOLUTION 2022-36: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING A REVISED RATE AND FEE SCHEDULE FOR ELECTRIC UTILITY; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER, JODY FINKLEA FMPA AND ELECTRIC SUPERVISOR MICHAEL MILLER . (pp 110-116)
- E. RESOLUTION 2022-39: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING ACCEPTANCE AND EXECUTION OF THE GRANT AWARDED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO REMOVE SAND AND GRIT FROM WASTEWATER TREATMENT PLANT. CITY PLANNER LAURA JONES. (pp 117-118)
- F. RESOLUTION 2022-40: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF WILLISTON COMMUNITY REDEVELOPMENT AGENCY AND OELRICH CONSTRUCTION FOR CONSTRUCTION CONTRACT; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON COMMUNITY REDEVELOPMENT AGENCY REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 119-146)
- G. RESOLUTION 2022-41: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA ESTABLISHING A REVISED CUSTOMER SERVICE AGREEMENT AND BILLING SERVICES; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER AND CUSTOMER SERVICE AND BILLING SUPERVISOR SELINA LEAVY. (pp 147-158)
- H. RESOLUTION 2022-42: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON WELL NUMBER TWO EMERGENCY REPAIR; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. (pp 159-163)
- I. RESOLUTION 2022-48: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AN EMERGENCY AGREEMENT WITH V.E. WHITEHURST & SONS, INC. TO REPAIR ROADWAY DAMAGE LOCATED ON EAST NOBLE; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS DIRECTOR JONATHAN BISHOP AND PUBLIC WORKS SUPERVISOR DONALD BARBER. (pp 164-169)

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ITEM – 7 – PUBLIC PARTICIPATION

ITEM - 8 - ANNOUNCEMENTS

ITEM – 9 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING AUGUST 2, 2022, AT 6:00 P.M.

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

<https://v.ringcentral.com/join/069017976>

Meeting ID: 069017976

One tap to join audio only from a smartphone:
+16504191505,, 069017976/# United States (San Mateo, CA)

Or dial:

+1 (650) 4191505 United States (San Mateo, CA)

Access Code / Meeting ID: 069017976

International numbers available: <https://v.ringcentral.com/teleconference>

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

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

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;

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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.

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

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

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

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

DATE: TUESDAY, JULY 5, 2022
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Charles Goodman
Council President Debra Jones - Absent
Vice-President Marguerite Robinson
Councilmember Michael Cox
Councilmember Zach Bullock
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman
City Attorney Scott Walker - Absent
City Clerk Latricia Wright
Attorney Kiersten Ballou
Dep. City Manager Deanna Nelson

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

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

Item #2 was cancelled. Added Walt Nickel from Wright-Pierce to Staff Updates.
Councilmember Cox moved to approved agenda with additions and deletions. Seconded by Councilmember Bullock. Motion carried 4-0.

ITEM – 2 – AWARD PRESENTATION: HUMANITARIAN ACTION BY HUNTER LAROCHE OF MYHREE MOTORS. MAYOR CHARLES GOODMAN.

Cancelled

ITEM – 3 – PUBLIC PARTICIPATION – Williston resident Albert Fuller commented on the Charter Review meeting asked Council to review the video when they have a chance. Williston resident Emery Unis commented on his garbage not being collected for over two weeks. Williston resident Carolyn Munden commented on her garbage not being collected for over two weeks, lives on the same street as Mr. Unis. Mrs. Munden asked Council to send someone to inspect the street she lives on, very dusty and needs to be graded.

ITEM – 4 – CONSENT AGENDA – Motion by Councilmember Ross to approve consent agenda. Seconded by Councilmember Cox. Motion carried 4-0.

- Council minutes from June 21, 2022

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN -announced the city had received a Sand and Grid grant for the Wastewater Plant in the amount of \$79,159.

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- STAFF – Chief Rolls gave an update on the rash of burglaries in the area, two suspects were arrested.
- Public Works Supervisor Donald Barber addressed the boil water issued. There were no findings of contamination to the city water.
- Deputy City Manager Deanna Nelson announced the city was approved for a Safety Grant.
- COUNCIL - Councilmember Ross thanked everyone that contributed to him being Grand Marshall for the Independence Day Parade.

ITEM – 6 – NEW BUSINESS –

- A. DEMO OF BALLISTIC SHIELD. CHIEF MIKE ROLLS. - Chief Rolls gave a demonstration of how the Ballistic Shields are used. Chief would like to be able to purchase four (4) for the Police department before school starts. The cost of one shield is approximately \$2,100. Council gave consensus to move forward with purchasing two shields.
- B. RESOLUTION 2022-33: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA APPOINTING MR. DANIEL STEWART TO THE PLANNING AND ZONING COMMISSION FOR THE REMAINDER OF THE TERMS FOR VACANT SEAT THREE BEGINNING JULY 5, 2022, ENDING DECEMBER 6, 2022, AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. – Motion by Councilmember Bullock to approve Resolution 2022-33. Seconded by Councilmember Ross. Motion carried 4-0.
- C. RESOLUTION 2022-37: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF AN APPLICATION FOR FEDERAL ASSISTANCE TO ASSET THE WILLISTON POLICE DEPARTMENT WITH THE PURCHASE OF TWO (2) PATROL VEHICLES. DEPUTY POLICE CHIEF TERRY BOVAIRD. – Deputy Chief Bovaird presented Resolution 2022-37 to Council and Public. No public commented on the police applying for Federal assistance to purchase two (2) vehicles. Motion by Councilmember Cox to approve Resolution 2022-37. Councilmember Bullock seconded. Motion carried 4-0.
- D. DISCUSSION WITH POSSIBLE ACTION: AMENDMENT TO AND EXTENSION OF INTERLOCAL AGREEMENT – CROSSING GUARD. CITY MANAGER JACKIE GORMAN. – Tabled. Asked to bring back to next meeting with Resolution.
- E. DISCUSSION WITH POSSIBLE ACTION: REQUEST FOR TEMPORARY FUEL SURCHARGE ADJUSTMENT. CITY MANAGER JACKIE GORMAN – GFL Skip McCall Contract Manger discussed with Council adjusting the garbage rates 10% more due to the price of fuel going up and when fuel prices come back down the rates

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will adjust accordingly for garbage collection. Council asked Mr. McCall to bring back an addendum to the contract to the next meeting.

ITEM – 7 – PUBLIC PARTICIPATION – Williston resident Melissa Martin told Council her garbage had not been picked up in two weeks, lives on the same street as Mr. Unis and Mrs. Munden.

ITEM - 8 – ANNOUNCEMENTS - Councilmember Cox thanked the staff, police officers and citizens that helped with the Independence Day parade and festivities at Horsemen's Park. Attorney Ballou discussed with Council the extra charges regarding Monterey Boats lease agreements.

ITEM – 9 – ADJOURNMENT- Motion to adjourn at 8:09 by Councilmember Cox. Seconded by Councilmember Ross. Motion carried.

NEXT SCHEDULED COUNCIL MEETING JULY 19, 2022, AT 6:00 P.M.

Date: July 19, 2022

COUNCIL AGENDA ITEM

TOPIC:

RESOLUTION 2022-38: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPROVING EXTENSION TO THE INTERLOCAL AGREEMENT FOR THE SCHOOL CROSSING GUARDS FOR THE 2022-2023 SCHOOL YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.

PREPARED BY: Deanna Nelson, Deputy City Manager | HR Director

BACKGROUND/ DESCRIPTION:

Each year since the original Interlocal Agreement dated 1997/98 the City and Levy County School Board has agreed to an extension to the Agreement laying out the terms for reimbursing the City for the School Crossing Guard.

Attached you will find the Amendment approved by the School Board on June 27, 2022, for your review and approval. Basically, this Amendment states that minimum wages will be paid by the School Board to the City for a school crossing guard for each day of student attendance and that the Crossing Guards and substitutes will be fingerprinted and have a clean background check. The minimum wage for the next fiscal year will go to \$11.00/hour.

LEGAL REVIEW: Yes

FISCAL IMPACTS: None

RECOMMENDED ACTION: Approval

ATTACHMENTS: Amendment

COMMISSION ACTION:

___ **APPROVED**

___ **DISAPPROVED**

CITY COUNCIL RESOLUTION NO. 2022-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPROVING EXTENSION TO THE INTERLOCAL AGREEMENT FOR THE SCHOOL CROSSING GUARDS FOR THE 2022-2023 SCHOOL YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Williston and the Levy County School Board have had an ongoing agreement in support of the School Crossing Guard program within the City limits since 1997; and

WHEREAS, the City of Williston would like to continue to ensure the safety of our children through the extension of this program.

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. This Resolution hereby serves to approve the Extension to the Interlocal Agreement for School Crossing Guards for the 2022-2023 School Year.

SECTION 3. This resolution shall become effective immediately upon passage and adoption by the City Council:

PASSED AND ADOPTED at a meeting of the City Council this 19th day of July 2022.

CITY OF WILLISTON, FLORIDA

By: _____

Debra Jones, President

ATTEST:

By: _____

Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____

Kiersten Ballou, Attorney

CITY COUNCIL AGENDA ITEM

July 19, 2022

TOPIC: Contract Extension with Wright-Pierce

RESOLUTION 2022-44: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON TO EXTEND THE CONTRACT FOR PROFESSIONAL CONSULTING SERVICES WITH WRIGHT-PIERCE; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

On July 7, 2017, the City of Williston entered into an agreement with Wright-Pierce, Inc. for a Basic Contract for continuing professional services *“to engage architects, engineers, surveyors, and consultants to provide it with professional services with respect to future studies, planning, design, and construction of improvements to the City utilities, facilities, assets, and other municipal projects (herein referred to as ‘City Projects’).”* The terms of this agreement *“shall be for a term of five years unless sooner terminated as permitted and authorized herein. By mutual agreement, the Parties may extend this Basic Contract for an additional five years.”*

This resolution gives the Council President authority to sign documents related to the proposal to extend the contract with Wright-Pierce, Inc.

LEGAL REVIEW: None

FISCAL IMPACTS: NO

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Resolution 2022-44, Appendix A and B

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2022-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON TO EXTEND THE CONTRACT FOR PROFESSIONAL CONSULTING SERVICES WITH WRIGHT-PIERCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 7th, 2017, the City of Williston entered into an agreement with Wright-Pierce, Inc, for a Contract for professional services; and

WHEREAS the City has determined that it has been mutually beneficial to extend this basic contract for an additional five years; and

WHEREAS Wright-Pierce has submitted a Contract Extension for Professional Consulting Services to be authorized between the City of Williston and Wright-Pierce, Inc; and

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 accepts the quote and contract from Wright-Pierce, Inc hereby exhibited as Appendix A and B.

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

PASSED AND ADOPTED at a meeting of the City Council this 19th day of July 2022.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, Council President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Kiersten Ballou, Attorney

APPENDIX A

CONTRACT EXTENSION FOR PROFESSIONAL CONSULTING SERVICES

THIS CONTRACT EXTENSION made and entered into this ____ day of _____, 2022, by and between the CITY OF WILLISTON, FLORIDA, a municipal corporation, located at 50 NW Main Street, Williston, Florida 32696 (herein referred to as "City") and Wright-Pierce Engineering, Inc. whose mailing address is 601 South Lake Destiny Road, Suite 290, Maitland, FL 32751 (herein referred to as "Consultant").

WHEREAS on July 7, 2017, the City of Williston entered into an agreement with Wright-Pierce, Inc. for a Basic Contract for continuing professional services *"to engage architects, engineers, surveyors, and consultants to provide it with professional services with respect to future studies, planning, design, and construction of improvements to the City utilities, facilities, assets, and other municipal projects (herein referred to as 'City Projects')."* The terms of this agreement *"shall be for a term of five years unless sooner terminated as permitted and authorized herein. By mutual agreement, the Parties may extend this Basic Contract for an additional five years."*

WHEREAS both parties mutually agree to extend this Basic Contract for an additional five years, City Council approves the extension this agreement for an additional five years subject to the other terms and conditions of the original agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this CONTRACT EXTENSION as of the day and year first written above.


CITY OF WILLISTON, FLORIDA

WRIGHT-PIERCE ENGINEERING, INC.

By: _____

Debra Jones
Council President

By: _____


Ryan T. Wingard, PE
Vice President

Approved as to form and legality:

By: _____

Scott Walker
City Attorney

APPENDIX B



July 7, 2017
W-P Project No. T11354

Christine Williams, Customer Service Rep.
50 N.W. Main Street
P.O. Drawer 160
Williston, Florida 32696-0160

Subject: Wright-Pierce
Basic Contract for Professional Consulting Services

Dear Ms. Williams:

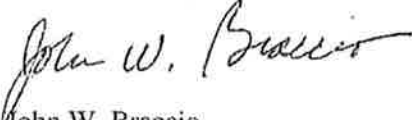
As requested, please find enclosed one copy of the executed contract dated July 7, 2017.

We have requested that our insurance company send us insurance forms naming the City of Williston as an additional insured, and will send to you when we receive them in the next few days.

Note that we have recently moved from Orlando to a new office in Maitland. I changed the mailing and notification address in the contract accordingly.

We appreciate being selected to provide consulting engineering services and look forward to working with you and the City of Williston.

Sincerely,
WRIGHT-PIERCE



John W. Braccio
President/CEO
John.braccio@wright-pierce.com

Enclosures

cc: Dennis Davis



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

June 22, 2017

Wright-Pierce Engineering, Inc.
1800 Pembroke Drive, Suite 300
Orlando, FL 32810

Dear Wright-Pierce Engineering, Inc.,

Enclosed is two copies of the Basic Contract for Professional Consulting Services that was approved at our last meeting on June 20, 2017. Please sign and send an executed copy back to us.

Sincerely,
City of Williston

Christine Williams
Customer Service Rep.
christine.williams@willistonfl.org

Mayor - R. GERALD HETHCOAT / President - CHARLES GOODMAN
Vice President - NANCY WININGER
Councilmembers / TIM HASS - KORI LAMB - ELIHU ROSS
City Manager - SCOTT LIPPMANN / City Clerk - FRANCES TAYLOR

**BASIC CONTRACT FOR PROFESSIONAL
CONSULTING SERVICES**

THIS CONTRACT made and entered into this 7th day of July, 2017, by and between the CITY OF WILLISTON, FLORIDA, a municipal corporation, located at 50 NW Main Street, Williston, FL 32696 (herein referred to as "City") and Wright-Pierce Engineering, Inc., *601 South Lake Destiny Road, Suite 290, Maitland* whose mailing address is ~~1800 Pembroke Drive Ste 300 Orlando, Florida~~ *32751* *h 7/7/17* ~~32810~~ (herein referred to as "Consultant").

WHEREAS, the City desires to engage architects, engineers, surveyors and consultants to provide it with professional services with respect to future studies, planning, design, and construction of improvements to the City utilities, facilities, assets, and other municipal projects (herein collectively the "City Projects"); and,

WHEREAS, the City has followed the selection and negotiating process required by the Florida Consultants Competitive Negotiations Act established by Section 287.055, Florida Statutes (herein the "Act"); and,

WHEREAS, pursuant to and in accordance with the provisions of the Act, the City has selected the Consultant to provide it with engineering and consultant services, when and as needed, and when and as requested by City, for any of the City Projects, and desire to enter into this contract (herein the "Basic Contract" or "Contract") to establish procedures and provide for general terms and conditions whereby and under which such services shall be rendered and performed; and,

WHEREAS, it is the intent of the parties that the Consultant shall perform services with respect to City Projects only when requested to and authorized in writing by City. Each request for such services shall be for a specific project, with the scope of the work to be performed by and compensation to be paid to Consultant for each separate project to be negotiated between City and Consultant and be defined by and embodied in a separate supplemental agreement (herein the "Task Assignment") under the Basic Contract. Each Task Assignment will be sequentially numbered beginning with Task Assignment Number One. Each Task Assignment shall include and shall incorporate in it all of the general provisions of the Basic Contract, together with such other terms and provisions as may be mutually agreed upon by the parties as to each Task Assignment; and,

WHEREAS, this Basic Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform professional services to City when and as needed, but is subject to being terminated as provided for in this agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Basic Contract.
2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between

both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Williston, Florida, and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONSULTANT" means the individual or firm offering professional services, which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services and/or work of sub-consultant and sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all Task Assignments thereto.

(c) "PROFESSIONAL SERVICES" means all of the services, work, materials, and all related professional, technical and administrative activities which are necessary to be provided and performed by the Consultant and its employees and any and all sub-consultants and sub-contractors the Consultant may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions of this Contract and any and all Task Assignments thereto.

(d) "SUB-CONSULTANT" means any individual or firm offering professional services which is engaged by the Consultant or one of its sub-consultants in providing and performing the professional services, work and materials for which the Consultant is contractually obligated,

responsible and liable to provide and perform under this Contract and any and all Task Assignments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatever for any agreement entered into between the Consultant and any sub-consultant or any sub-sub-consultant.

(e) "PARTIES" means the signatories to this Contract.

3. **Engagement of Consultant:** City hereby engages Consultant to provide City with such consulting and engineering services with respect to any City Project, which, from time to time, City may request Consultant to perform.

4. **Consulting Services:** Consultant agrees to and shall render and perform such consulting and engineering services in accordance with the terms and conditions of this Basic Contract and all Task Assignments, when and as requested by City.

5. **Request for Specific Services:** Consultant shall perform no services for the City until specifically requested to do so by the City. Each request for services to be rendered and performed by Consultant shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to Consultant for such separate project to be negotiated and agreed upon between City and Consultant and defined by and embodied in a separate Task Assignment to the Basic Contract. Each Task Assignment covering each separate project shall include (without the necessity of a specific reference herein) all of the general provisions of this

Basic Contract, together with such other terms and provisions mutually agreed upon by and between City and Consultant.

6. **Term of Contract:** This Basic Contract is a continuing contract as defined in Section 287.055(2)(9), Florida Statutes, for professional services of Consultant to provide and perform services to City when and as needed and requested by City, and shall be for a term of five years unless sooner terminated as permitted and authorized herein. By mutual agreement, the Parties may extend this Basic Contract for an additional five year term.

7. **Compensation and Method of Payment:** City agrees to pay the Consultant compensation for its services rendered to the City for each specific service requested by City in an amount and method negotiated between City and Consultant, which amount and method may be based on a lump sum, raw hourly rate times a factor, plus reimbursable expenses, stipulated hourly rates, plus reimbursable expenses, cost plus a fixed fee, or any other method as provided for in each Task Assignment. If the Parties agree that compensation for a Task Assignment shall be paid by hourly rates then the rates listed within "Exhibit A" shall be employed. Consultant shall submit bills for fees, services, or expenses in detail sufficient enough for a proper pre-audit and post-audit. The City reserves the right to request additional documentation. City expects to compensate Consultant based upon timely submitted accurate invoices for the work completed. City agrees to pay invoices rendered to City by Consultant for its services within forty-five (45) days, unless there is any dispute with respect to any amount or amounts

included in any invoice, in which case the City and Consultant shall resolve any such dispute in a timely manner so that the proper amount of the invoice can then be promptly paid. A Subcontractor or materialman may not bill the CITY directly.

8. **Insurance:** Consultant agrees to and shall procure and maintain insurance during the term of this Basic Contract and any extension or renewal as follows:

- (a) Comprehensive general liability insurance covering as insured the Consultant and City with limits of liability of not less than \$1,000,000.00 for bodily injury or death to any person or persons and for property damage;
- (b) Worker's compensation insurance for the benefit of the employees of Consultant, as required by the laws of the State of Florida;
- (c) Professional liability insurance for "errors and omissions" covering as insured the Consultant with not less than \$1,000,000.00 limit of liability.

Providing and maintaining adequate insurance coverage is a material obligation of the Consultant and is of the essence of the Contract. This Contract does not limit the types of insurance Consultant may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Consultant shall not be interpreted as limiting the Consultant's liability or obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida. The Consultant shall provide the

City with proof of the required insurance. Before commencing any work under this Basic Contract, or any Task Assignment, Consultant shall furnish to City a certificate or certificates in form satisfactory to City showing that Consultant has complied with the requirements of insurance under this paragraph. All certificates shall provide that the policy or policies of insurance shall not be changed or canceled until at least ten (10) days prior written notice shall have been given to City. As to insurance other than workers compensation and professional liability insurance, the coverage shall name City as an additional insured for City's vicarious liability resulting from the conduct of Consultant and other employed or utilized by Consultant in the performance of the services.

9. **Indemnity:** Consultant shall indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Consultant or its agents, employees, or sub-contractors.

The Consultant is not required hereunder to indemnify and hold harmless City, its officers, agents, or employees, or any of them, from liability based upon their own negligence.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Basic Contract.

Notwithstanding any other provisions of this Basic Contract, neither party will be responsible to the other party for consequential damages, including, but not limited to, loss of profit, loss of investment or business interruption.

10. **Liability:** The Consultant shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Consultant, or by any sub-consultant and/or sub- contractor engaged by the Consultant in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Assignments thereto, and for any and all damages, losses, and expenses to the City caused by the Consultant's negligent performance of any of its obligations contained in this Contract and any and all Task Assignments thereto. The Consultant shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Consultant's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-consultants and/or sub-contractors engaged by the Consultant during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any and all Task Assignments thereto.

11. **Licenses:** The Consultant agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and

authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any federal and state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by Consultant pursuant to this Basic Contract and any and all Task Assignments thereto.

12. **Personnel:** The Consultant agrees that when the services to be provided and performed under this Basic Contract, any Task Assignments, or any Supplement Agreement hereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that Consultant will employ or retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Assignments thereto.

13. **Timely Accomplishment of Services:** The timely and expeditious accomplishment and completion by the Consultant of all professional services provided pursuant to this Contract and any and all Task Assignments hereto or changes hereto, is of the essence. The Consultant agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Assignments and changes thereto, will be provided, performed and completed in a diligent, continuous, expeditious and timely manner throughout. In the event of a delay resulting from a cause not within the Consultant's control, the Consultant's time for performance shall be extended for a period equal to

the delay.

14. **Standards of Professional Service:** The Consultant agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Assignments or changes thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any and all governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by Consultant for the City, and by any sub-consultant and/or sub-contractor engaged by the Consultant.

15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Basic Contract:** It is the intent and understanding of the parties to this Basic Contract and all Task Assignments that each and every provision of law required to be inserted in this Basic Contract and all Task Assignments shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Basic Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

14. **Termination:** Notwithstanding anything herein to the contrary in this Basic Contract or any Task Assignment hereto to the contrary, City shall have the absolute right and without cause to terminate this Basic Contract

or any Task Assignment at any time the interests of the city require termination. In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports and other products prepared by or for the Consultant under this Contract shall be made available to and for the use of the City.

- a. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any termination of this Contract by the Consultant. In the event this Contract is terminated, the Consultant shall be reimbursed for services satisfactorily completed subject to any such damages.
- b. If the City determines that the performance of the Consultant, or compliance herewith, is not satisfactory, the City shall have the option of (a) immediately terminating the Contract, or (b) notifying the Consultant of the deficiency with a requirement that the deficiency be corrected within a specified time or the Contract will be terminated at the end of such time, or the City will take whatever action is deemed appropriate. If, in the judgment of the City, the Consultant for any reason fails to fulfill in a timely manner all obligations under this Contract, or if the Consultant should violate any of the covenants, agreements or stipulations of this Contract, the City shall have the right to terminate this Contract by giving written notice to the Consultant of the termination and by specifying the effective date.
- c. The Contract may be canceled by the Consultant only by mutual

consent of both parties and a written request of this nature must be received by the City sixty (60) days prior to the proposed termination date.

16. **Independent Contractor:** It is understood and agreed that Consultant is an independent contractor with no express or implied authority to act for or to obligate the City, except as specifically provided for in this Basis Contract. The Consultant shall avoid any conduct or communications which may indicate to the contrary and shall be responsible to the City for any damages or injury for such conduct.

17. **Documents:** Original project documents prepared by Consultant under this Basic Contract and all Task Assignments are, and shall remain, the property of City, and shall be delivered to City upon final completion or termination of the project covered by any specific Task Assignment. Original project documents shall include, but not be limited to, original mylar drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes and planning reports.

All documents including drawings and technical specifications prepared by Consultant pursuant to this Basic Contract and any specific Task Assignment are instruments of service in respect of the project and City shall have the right to use and reuse all such documents and to furnish others to use or reuse such documents on extensions of the project or any other project without the consent of Consultant. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at city's

sole risk and without liability or legal exposure to Consultant.

18. **Approval of Plans and Documents by City Not Deemed**

Release: Approval of City of any plans, drawing, documents, specifications, or work prepared or provided by Consultant under this Basic Contract and any specific Task Assignment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; not shall such approval be deemed to be an assumption of such responsibility by City for any defect in the designs, working drawings, and specifications or other documents prepared by Consultant, its employees, agents, sub-contractors or engineers.

19. **Contract Administrator:** Each Task Assignment shall contain the names, addresses, and contact information for a contract administrator for that Task Assignment,

20. **Notices:** All notices, requests, or demands herein provided to be given or made, or which may be given or made by either party to the other, shall be given or made only in writing and shall be deemed to have been duly given: (i) when delivered personally at the address set forth below, or to any agent of the party to whom notice is being given; or (ii) or on the date delivered when sent via Overnight Mail, properly addressed and postage prepaid or by certified mail, return receipt requested. The proper address to which notices, requests, or demands may be given or made by either party shall be the

address set forth below or to such other address or to such other person as either party shall designate. Such address may be changed by written notice given to the other party.

If intended for City to:

City Manager City of Williston
50 NW Main Street
Williston, Florida 32696

If intended for Consultant to:

Wright-Pierce Engineering, Inc.,
~~1800 Pembroke Drive, Suite 300~~
~~Orlando, Florida 32810~~

601 Southlake Destiny Road, Suite 290
Maitland, Florida 32751 b 1/1/17

21. **Approval by Governmental Agencies:** With respect to certain City Projects, this Basic Contract and any Task Assignments hereto may be subject to the prior review and approval by the Federal Aviation Administration ("FAA"), Florida Department of Transportation ("FDOT"), Suwannee River Water Management District ("SRWMD"), Florida Department of Environmental Protection ("FDEP"), and other governmental regulatory agency, if required by any federal or state laws, rules, or regulations. The Consultant shall ensure that each Task Assignment shall include and provide any and all provisions and requirements necessary to comply with Federal or State (including sub agencies) laws, rules and regulations.

22. **Controlling Law:** This Basic Contract and all Task Assignments thereto is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall

remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Consultant arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Basic Contract or any Task Assignment thereto, Levy County, Florida, shall be the proper venue for filing any lawsuit with respect to any such disputes. It is intended and understood that this venue provision shall survive any bankruptcy filing.

23. **Attorneys' Fees and Costs:** In the event of default by either party under the terms of the Basic Contract or any Task Assignment, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Basic Contract or any Task Assignment, including reasonable attorneys' fees.

24. **Other litigation:** The Consultant shall notify the City of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 days of the action being filed. The Consultant shall notify the City of any legal actions filed against it by a government subdivision or for a breach of a contract of similar size and scope to this Contract within 30 days of the action being filed. Failure to notify the City of a legal action within 30 days of the action shall be grounds for termination or nonrenewal of the Contract.

25. **Grant Funds:** It is anticipated that City may, from time to time, be awarded grants from various sources to pay or partially pay for consulting

fees for certain City Projects, as well as providing funds for the cost of any specific City Project. Consultant agrees to and shall abide by and be subject to all requirements, including limitations of its compensation, which may be imposed under any such grant awarded to City. Additionally, the Consultant agrees that the City's payment shall not be due until the City receives the grant money or outside funding.

26. **Non-Exclusive Contract:** The parties hereto agree that this Basic Contract is non-exclusive and City has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if City and Consultant are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.

27. **Successors and Assigns:** Neither City nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Basic Contract or any specific Task Assignment without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or prevent Consultant from employing such independent professional associates and consultants as Consultant may deem appropriate to assist in

the performance of services hereunder. Nothing under this Basic Contract shall be construed to give any rights or benefits in this Basic Contract to anyone other than City and Consultant, and all duties and responsibilities undertaken pursuant to the Basic Contract will be for the sole and exclusive benefit of City and Consultant and not for the benefit of any other party. It is understood and agreed that city shall have the absolute right, at the end of the term of this Basic Contract to employ other consulting firms after the termination of the. Basic Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

28. **Special Provisions:** It is further mutually agreed by the parties hereto that Consultant shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Basic Contract, after Notice to Proceed has been given by City to commence services on any City Project identified in any Task Assignment. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Basic Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Basic Contract.

29. **Non-Discrimination:** The Consultant shall comply with Section 247A(e) of the Immigration and Nationalization Act, the Americans with

Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any laws, rules, codes, ordinances, or licensing requirements shall be grounds for Contract termination or nonrenewal of the Contract. In compliance with, or in addition to, any requirements of law:

- a. The Consultant agrees to post in a conspicuous place, available to employees and applicants, notices setting forth the general provisions of the nondiscrimination clause.
- b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that the firm is an Equal Opportunity Employer.
- c. The Consultant shall not allow any of its suppliers, subcontractors, or consultants to discriminate as set forth above. The Consultant shall not allow any person or entity that has been placed on a discriminatory vendor list, promulgated by the State of Florida, to be involved in any manner with the project of this contract.
- d. The Consultant shall notify the CITY if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Contract.

30. **Audits and Examinations:** The City shall have access to any books, documents, papers and records of the Consultant directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records and other

records pertinent to this Agreement for five years after the City makes full payment and all other pending matters are closed.

a. The Consultant shall permit all persons who are duly authorized by the City to inspect and copy any records, papers, documents, facilities, goods, and services of the Consultant that are relevant to this Contract, and to interview clients, employees, sub-contractors, and sub-Consultant employees of the Consultant to assure the City of satisfactory performance of the terms and conditions of this Contract. Following such review, the City will deliver to the Consultant a written report of its finding, and may direct the development, by the Consultant, of a corrective action plan if appropriate. This provision will not limit the City's termination rights.

b. To the extent necessary to verify the Consultant's fees and claims for payment under the Contract, the Consultant's agreements or contracts with Subcontractors, partners or agents of the City, may be inspected by the City upon fifteen (15) days notice, during normal working hours, and in accordance with the Consultant's facility access procedures where facility access is required. Release statements from its subcontractors, partners or agents are not required for the City or its designee to conduct compliance and performance audits on any of the Consultant's contracts relating to this Contract.

31. **Public Records:** The Consultant shall comply with all public records laws.

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

City Manager City of Williston
PO Drawer 160/50 NW Main Street
Williston, Florida 32696
1-352-528-3060

b. The Consultant shall comply with public records laws, specifically the Consultant shall:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this Chapter 119 of Florida Statutes or as otherwise provided by law.

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 contract term and following completion of the contract if the Consultant does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain

public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, 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 contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

32. **Entire Agreement:** Incorporated herein, and part hereof, are the Request for Proposal upon which this Contract is precipitated together with the Consultant's response. With those incorporations, this Basic Contract constitutes the entire agreement between City and Consultant and supersedes all prior written or oral understandings. This Basic Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

33. **Parties Bound:** This Basic Contract shall be binding upon and shall inure to the benefit of City and Consultant, their successors and assigns.

34. **Effective and Binding:** This Basic Contract and any specific Task Assignment shall not become effective or binding upon City unless and until the City Council of City shall have authorized the Mayor of the City to execute

the same by the adoption of an official resolution.

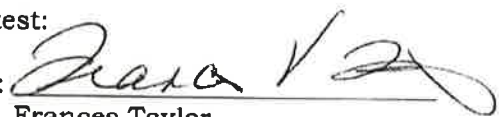
35. **Effective Date:** Notwithstanding the date of the execution of this Basic Contract, it is agreed by City and Consultant that the effective date is _____.

IN WITNESS WHEREOF, the parties hereto have made and executed this Basic Contract as of the day and year first above written.

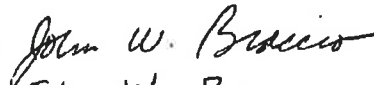
CITY OF WILLISTON, FLORIDA

By: 
Charles Goodman,
Council President

Attest:

By: 
Frances Taylor,
City Clerk

WRIGHT-PIERCE

By: 
John W. Braccio
President/CEO

Approved as to form and legality:

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

COUNCIL AGENDA ITEM

TOPIC: ORDINANCE 2022-698 - AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTIONS 40-141 THROUGH 40-145 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; ADOPTING, ENACTING, AND PROVIDING FOR ELECTRIC UTILITY RATEMAKING BY RESOLUTION; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

PREPARED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION: Ordinance 2022-698 accomplishes the following:

1. Section 40-142 eliminates the schedule of rates and charges so that we can adopt the schedule by Resolution.
2. Section 40-143 establishes rates collected by the city for customers outside the city limits and is being revised so that it is included in the schedule by Resolution.
3. Section 40-144 eliminates the language for Bulk power cost adjustment and refers the language to be established by Resolution.
4. Section 40-145 is the cost of installation, change of services, and other electric utility charges that is also being eliminated and referred to by Resolution.

In summary this Ordinance is removing all language having to do with fee schedules and adjustments and gives authority to change by Resolution.

LEGAL REVIEW: YES - FMPA and Folds & Walker

FISCAL IMPACTS: Yes

RECOMMENDED ACTION: Staff recommends approval of the Ordinance.

ATTACHMENTS: Ordinance 2022-698 & supporting documents

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

ORDINANCE NUMBER 2022-698

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTION 40-142 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; ADOPTING, ENACTING, AND PROVIDING FOR ELECTRIC UTILITY RATEMAKING BY RESOLUTION; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 40-142 of the Code of Ordinances, City of Williston, Florida (the "Code") currently provides the electric rates for the City's provision of retail electric service within its electric service territory, as approved by the Florida Public Service Commission, which was last amended by the City Council in January 2013;

WHEREAS, the City has entered into advantageous wholesale power supply agreements to maintain low rates for its retail electric customers, but the energy industry, and the United States as a whole, is now experiencing significant cost increases, particularly for natural gas, which is used as fuel for approximately 80% of the power produced in the State of Florida, including power purchased by the City;

WHEREAS, due to the impacts of the COVID-19 pandemic, global supply-chain instability, and an increase in the incidences of violent conflicts in the world, including Russia's invasion and ongoing military offensive against Ukraine, the City is also experiencing increasing costs in necessary equipment and materials for its electric utility, and a delay in obtaining such equipment and materials that poses a risk to the City's continued low cost operations;

WHEREAS, the City Council hereby finds and determines that its future adoption of retail electric rates and charges would be better accomplished by adoption of a resolution, to effectively and timely address cost increases and other cost changes in the City's cost of power and the procurement of necessary equipment and materials for its electric utility operations;

WHEREAS, the City's adoption of this ordinance is required to comply with, and is expressly authorized by Florida law, including, but not limited to, part I of chapter 166, Florida Statutes;

WHEREAS, this ordinance relates both to the budget of the City and a revenue source necessary to fund the budget, as the City's electric utility operations are contemplated in the City's budget to provide a key source of revenue for the City; and

WHEREAS, the City Council hereby finds and determines that the adoption of this ordinance is necessary and appropriate for the procurement of future equipment and materials for the City's electric utility operations, and for ensuring the continued low cost of those electric utility operations, which are vital to promoting, enabling, and facilitating the City's provision of economic competitiveness for its residents, businesses, and visitors.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AS FOLLOWS:

Section 1. Incorporation of Recitals. The above recitals are true and accurate and are hereby incorporated herein and made a material part of this ordinance.

Section 2. Amendment to Section 40-142 of the Code. Section 40-142 of the Code is hereby amended and restated in full as follows:

Schedule of rates and charges. Except as provided in sections 40-144 and 40-145, the schedule of rates and charges for the city's electric utility is to be established, and may be amended from time to time, by resolution of the City Council.

Section 3. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with this ordinance are, to the extent of the conflict with this ordinance, hereby repealed.

Section 4. Severability. Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance, but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the invalidity of any part.

Section 5. Effectiveness. This ordinance shall become effective immediately upon its passage.

[Continued on Following Page]

PASSED this ____ day of May, 2022, on the first reading by a vote of _____.

PASSED AND ADOPTED this ____ day of _____, 2022, on second reading
by a vote of _____.

Attest:

CITY COUNCIL OF THE
CITY OF WILLISTON, FLORIDA

Latricia Wright
City Clerk

Debra Jones
President, City Council

Approved as to legal form and content:

Scott Walker
City Attorney

Mayor, Charles Goodman



National Energy Prices Rising, Williston's Electric Utility Remains Competitive

Williston City Commission

March 10, 2022

Rising Energy Costs and Inflation Affecting Customers

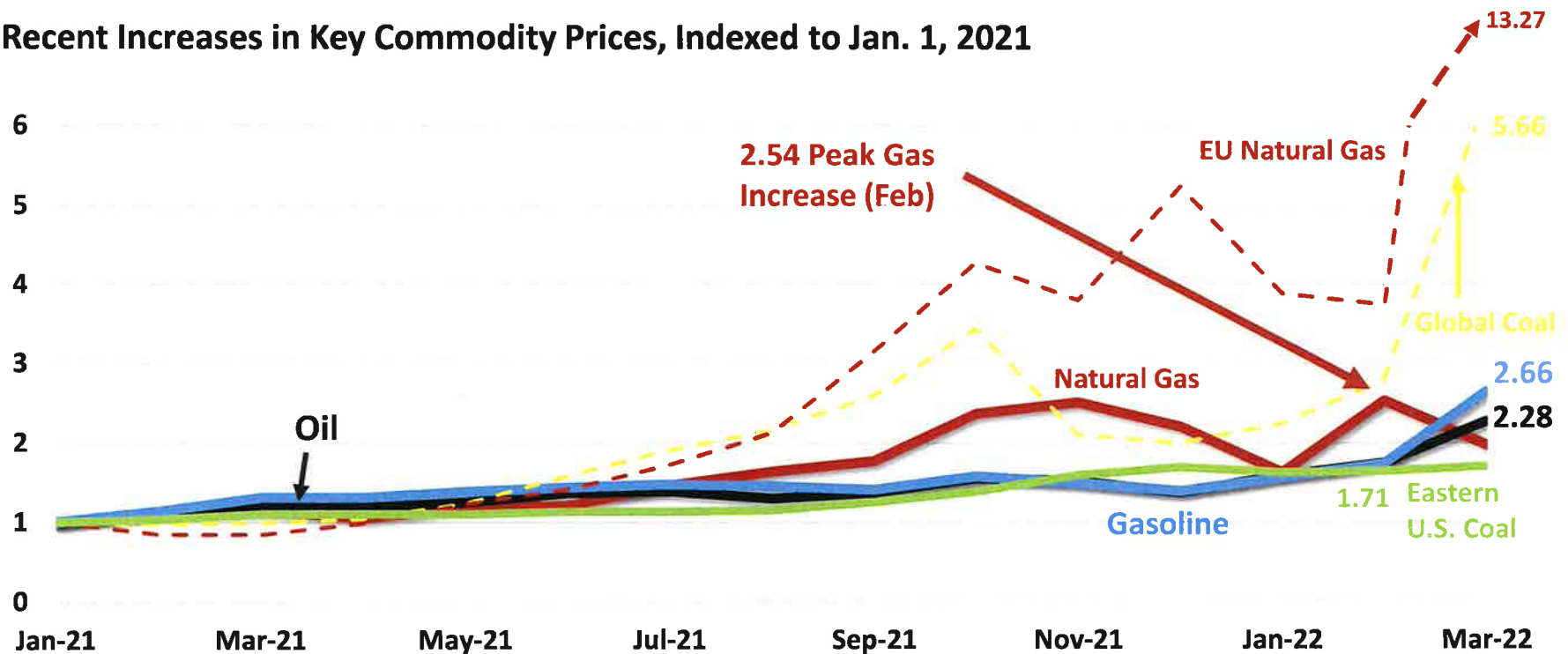
Williston's Electric Utility Great Value, Needs System Investment

- Global and national energy supply not keeping pace with post-COVID energy recovery
- National energy prices up 70% -165% over last year, leading inflation
- Average Florida families paying ~\$1,600 -\$3,000 more for energy this year
- Floridians' electric bills up ~7%-15% this year
- Williston has some of the lowest residential rates in the state
- Electric prices in Williston are ~17% lower than in 2006
- To add more value and stay competitive, Williston needs to invest in system

U.S. Energy Prices Up 70%-165% in Last Year

Global Energy Prices Up 120 – 1,200% Year Over Year

Recent Increases in Key Commodity Prices, Indexed to Jan. 1, 2021

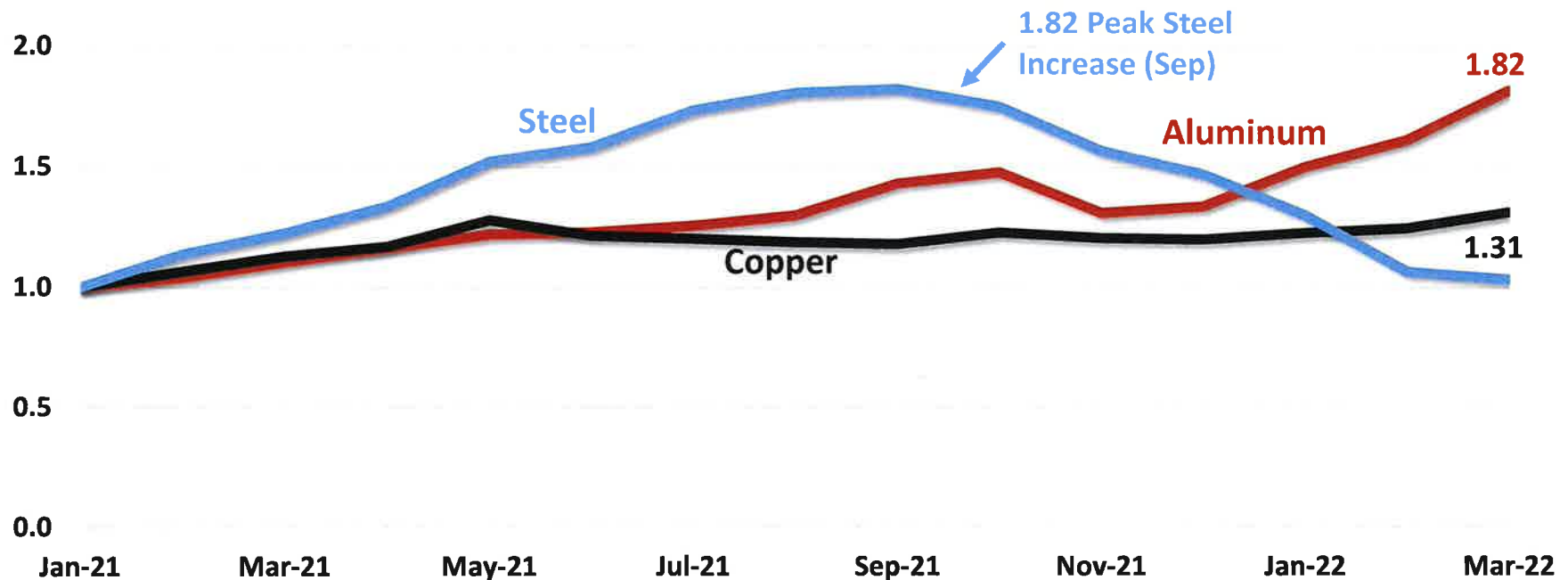


SOURCE: NYMEX Future Contract Settle Prices (NG-Henry Hub, Oil-WTI, Gasoline-RBOB). Global Coal prices from market.businessinsider.com. Eastern U.S. Coal spot price Nasdaq.com, EU Nat. Gas Import Price from ycharts.com. March data derived from the WSJ, CME Group data and gasprices.aaa.com.

U.S. Metal Material Prices Up 30%-80% in Last Year

Aluminum is Outpacing Copper and Steel, Impacting Parts Costs

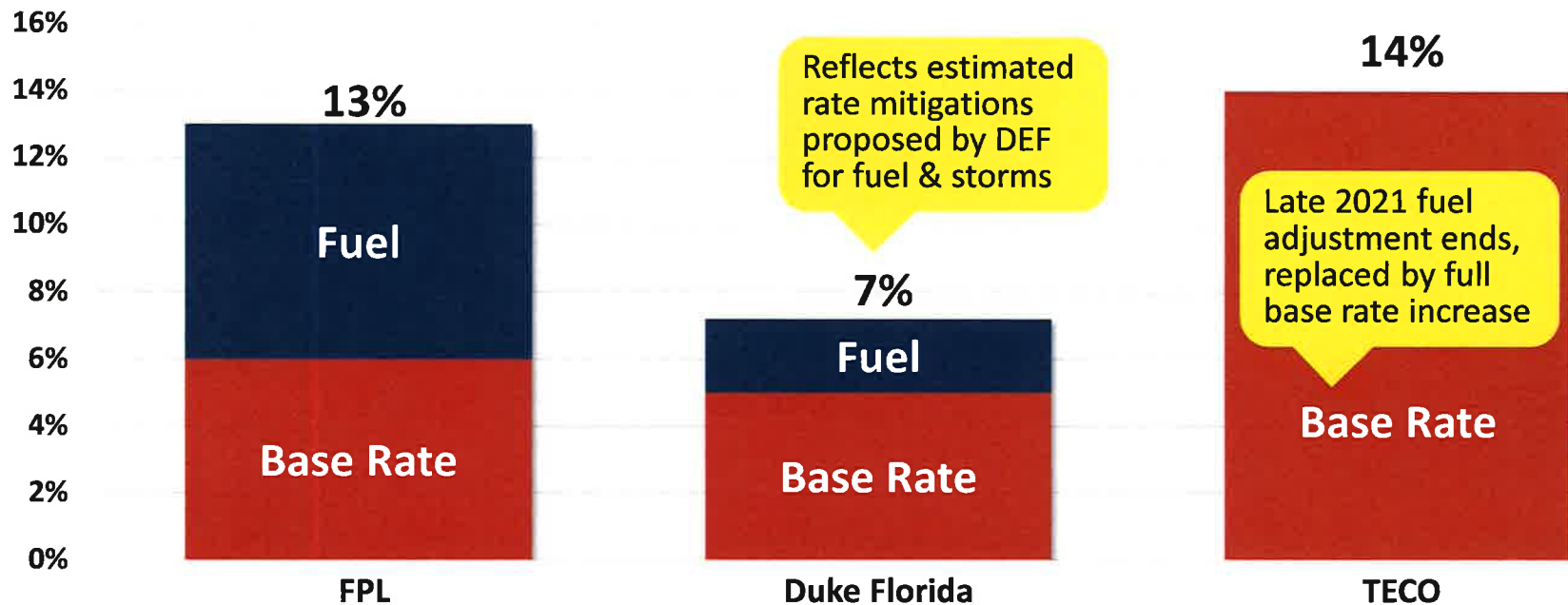
Recent Increases in Key Metal Prices, Indexed to Jan. 1, 2021



Rates for Florida's Major Utilities Up ~11%* in January

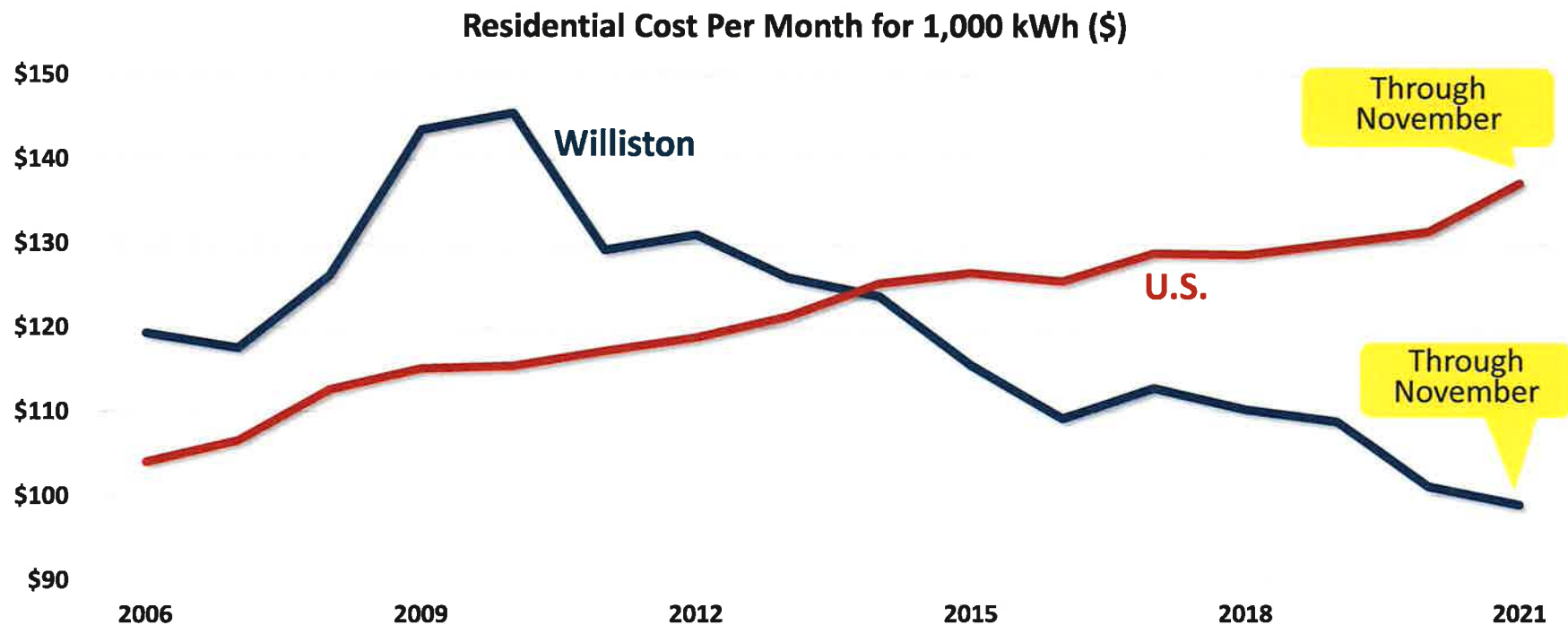
Driven by Higher Natural Gas Costs and Storm Hardening/Solar

Estimated % Increase, Effective January 2022



Williston's Electric Bills Lower Today Than in 2006

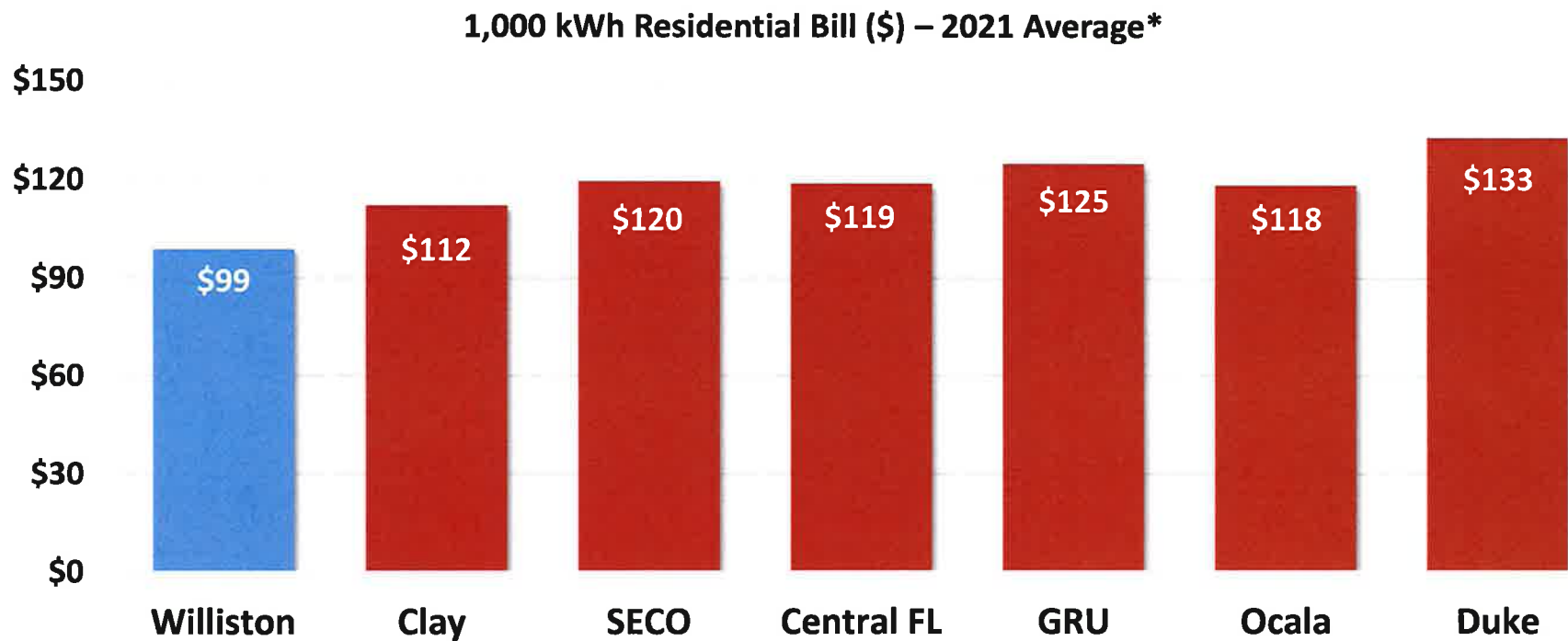
*Residential Rates Down ~17%, U.S. Rates Up ~32%**



*City rates from FMEA analysis of 1,000 kWh per month and U.S. from EIA Annual Electricity for residential

Williston Low Cost vs. Neighboring Electric Utilities

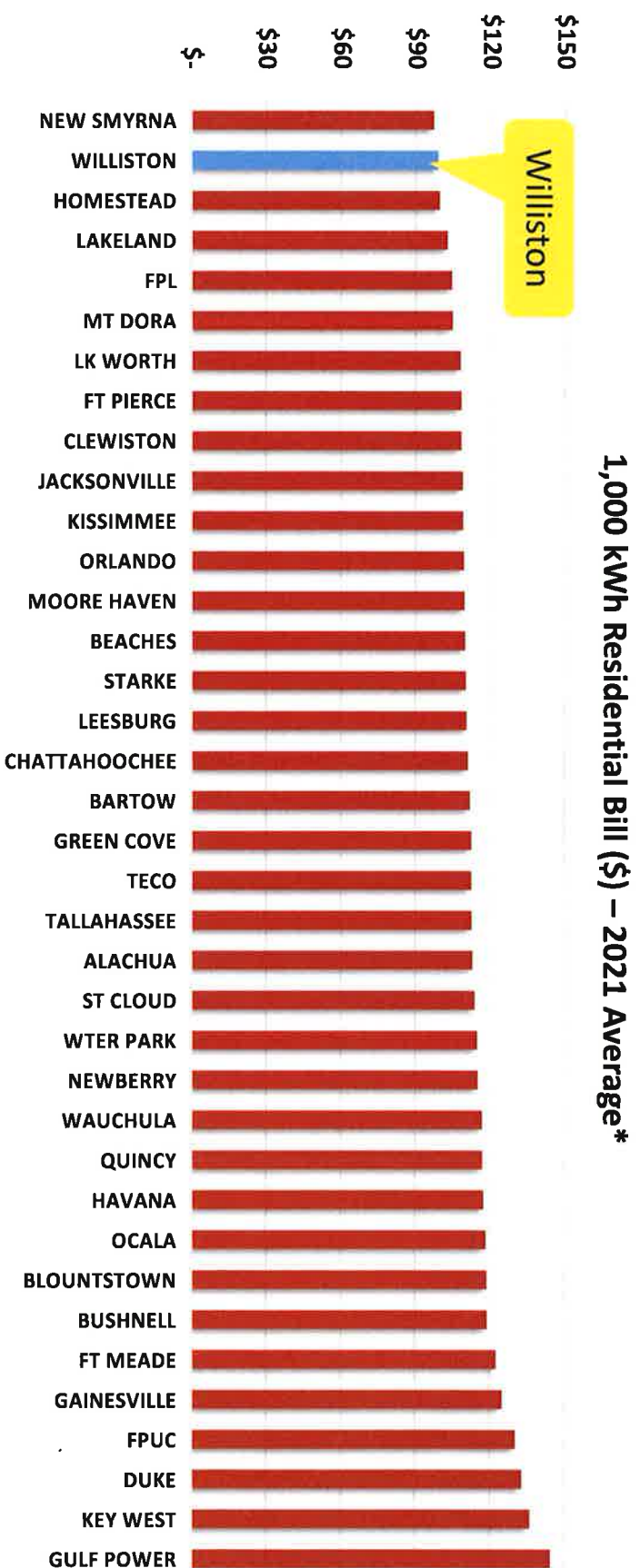
Average City Customer Saves \$13 to \$34 Per Month



*SOURCES: FMEA, FKEC Board Book. FMEA data through November 2021

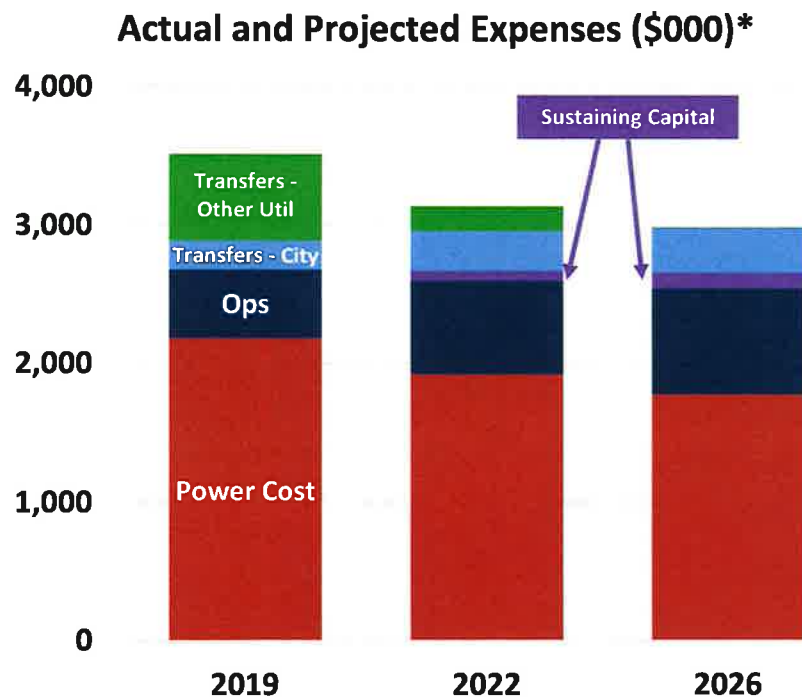
Williston One of Lowest Cost Electric Utilities in State

Low Rates Driven by New Wholesale Power Contract



Williston's Electric Costs Decreased with New Contract

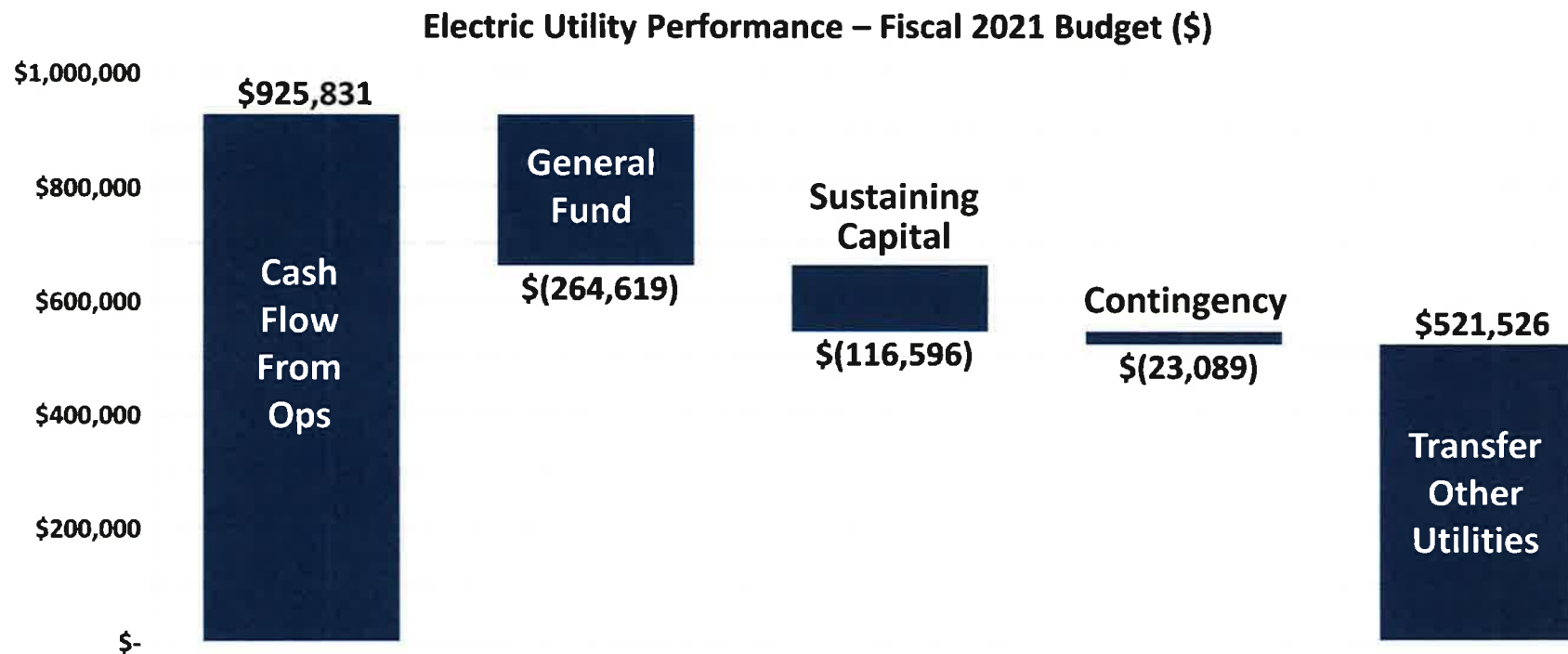
All Cost Reductions from Power Contract



- Rate dropped significantly with lower power costs
- Utility operating costs increasing
- Sustaining capital at unsustainably low level
- City and other utilities transfers significant
 - Need to moderate transfers to manage electric rates
- Need to raise electric rates to cover increased operating and capital

Electric Utility Providing High Value to City

Operating Results Drive Contributions to City, Other Utilities

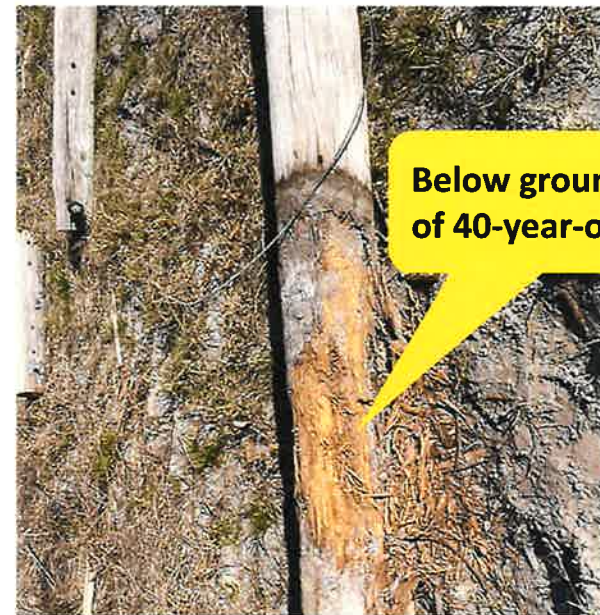


Williston's Operating Costs Expected to Increase

Investment in Facilities and Staff Needed

- Electric utility needs capable staff, paid competitively to maintain and improve system operations
- Electric system needs investment to catch up from years of under investment
- Inflationary costs anticipated in materials and supplies
- Targeted rate adjustment to “share benefits” with customers and need for facility upgrades

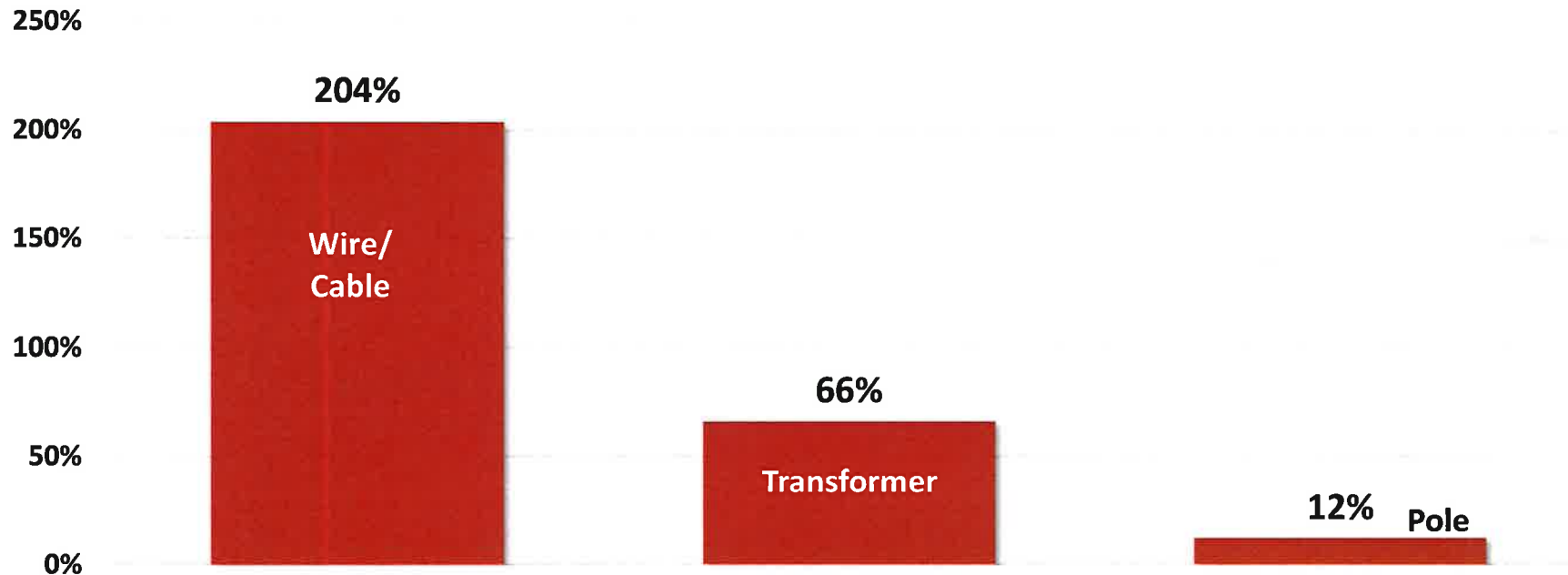
Aging Poles and Infrastructure Need to be Replaced



Parts Needed to Maintain System More Expensive

Change in Cost Higher than Typical Inflation

Estimated Percent Increase in Cost Since 2018/2019 – Key Electric System Parts*



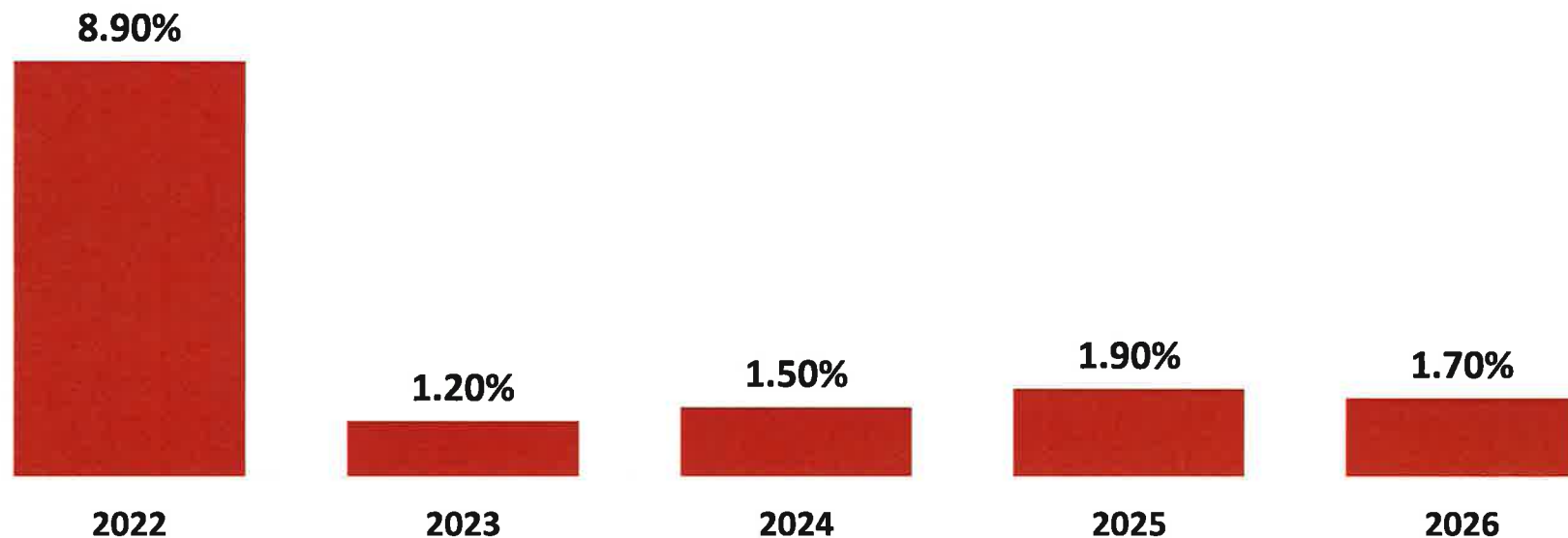
*Based on FMMA Joint Procurement Program data

Staff Suggesting Rate Increase to Support Investment

Supports Goals with Staying Low Cost

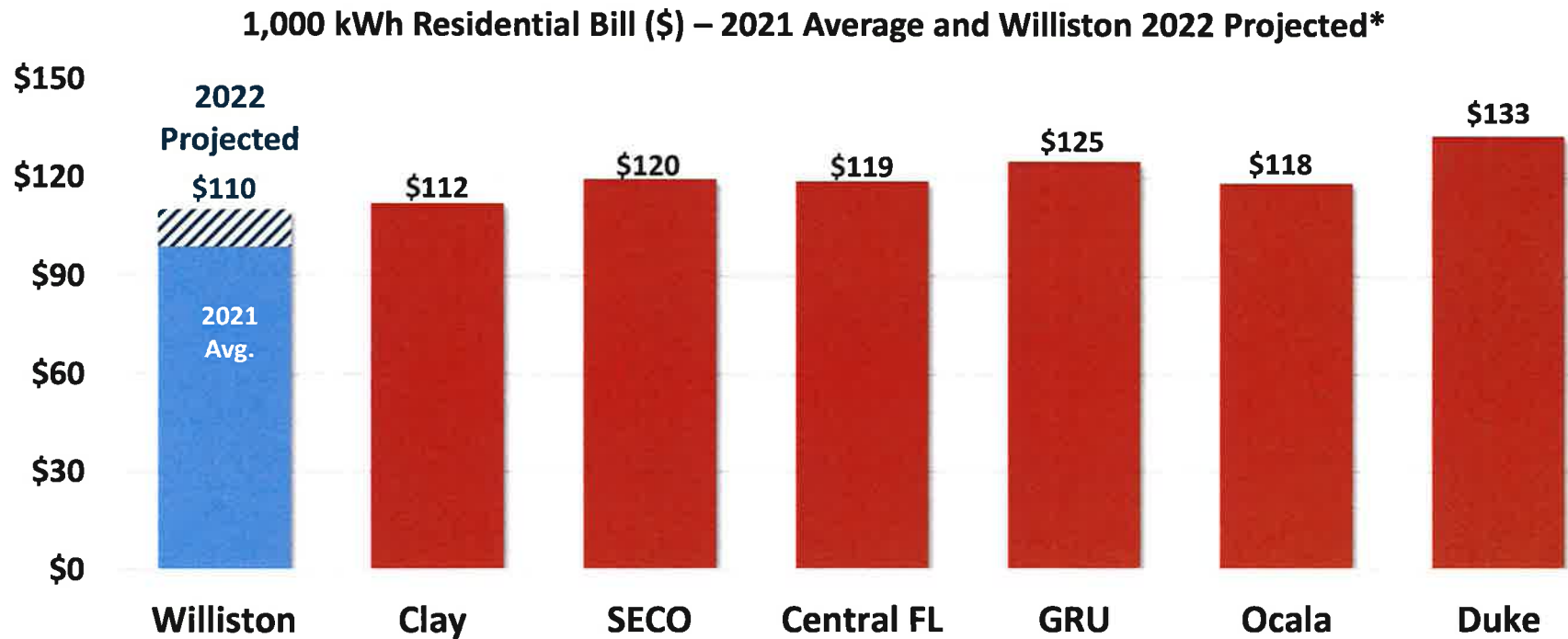
Base Rate % Adjustments Suggested

Assumes ~\$750,000 of transfers to the city and other utilities continue



Williston Would Still Be Lowest Cost Utility

Others Likely Higher Cost vs. 2021 to Recover Higher Fuel Costs



Date: July 19, 2022

COUNCIL AGENDA ITEM

TOPIC: PRESENTATION OF THE CDBG BLOCK GRANT

REQUESTED BY: DAVID FOX, FOX ENTERPRISES, INC.

PREPARED BY: DAVID FOX, FOX ENTERPRISES, INC.

BACKGROUND / DESCRIPTION: INTRODUCING THE CDBG GRANT FOR FISCAL YEAR 2021-22

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**

City of Williston 2nd Public Hearing FFY 2021-22 CDBG Application Cycle Project Narrative

Service Area #1 Sanitary Sewer Collection Upgrades – Lift Station Number 4 Rehabilitation Service Area:

Service Area 1 includes all of the residential housing units whose residents served by Lift Station number 4 in the City of Williston’s Sanitary Sewer Collection System:

03J – Sewer Line Replacement – The City of Williston’s Sanitary Sewer Lift Station Number 4 has aging compenents and is in need of rehabilitation. The project proposed in this application is the demolition and replacement of the City’s sanitary sewer Lift Station Number 4. The improvements will include demolition, site work, installation of new lift station, installation of new manhole, restoration of driveways and street pavement disturbed by the work. The proposed work will take place at the City’s Sanitary Sewer Lift Station Number 4 located at 218 NE 9th Street in the City of Williston.

Activity Number and Name	Description	CDBG Budget	Local Match	
			For Points	LMI% Benefit
03J Sewer Line Replacement	Rehabilitate Lift Station Number 4	\$436,800.00	\$ 0.00	At least 51%

Work to be included:

- Demolish Existing Lift Station Components
- New Sanitary Sewer Manhole and Piping
- Install New Complete Lift Station with all appurtenances
- Connect to Existing Forcemain
- Complete Site Work and Install New Fencing
- Repair Roadway Disturbed and Provide Access Drive

Service Area #2 – Street Repaving SE 10th St, SE 9th Terr, and SE 9th St Service Area:

Service area 2 includes all of the residential housing units whose residents live on SE 10th Street, SE 9th Terrace, and SE 9th Street:

Project Narrative (continued):

03K – Street Improvements - Repaving – The City of Williston’s SE 10th Street, SE 9th Terrace and SE 9th Street are cracked, patched and deteriorated. The project proposed in Service Area 2 of this application is the resurfacing of these three streets. The improvements will include repaving of these streets to ensure safe ongoing access for the residents living on these streets as well as for emergency personnell serving these residents. Repaving will include repaving on SE 10th Street southward from E. Noble Avenue for approximately 2,100 linear feet; repaving of SE 9th Terrace southward from E. Noble Avenue approximately 1,000 linear feet to SE 2nd Avenue; and repaving of SE 9th Street southward from E. Noble Avenue approximately 1,100 linear feet. The proposed work will take place in the City of Williston.

Activity Number and Name	Description	CDBG Budget	Local Match For Points	LMI% Benefit
03K Street Improvements - Repaving	Repaving of 4,200 LF of Streets	\$207,200.00	\$ 0.00	At least 51%

The sources and uses of funds for the project are as follows:

ACTIVITY	CDBG	CITY MATCH CLAIMED FOR POINTS	CITY MATCH	TOTAL
03J – Sewer Line Replacement	\$436,800.00	\$ 0.00	\$ 0.00	\$436,800.00
03K – Street Improvements - Paving	\$207,200.00	\$ 0.00	\$ 0.00	\$207,200.00
016 – Engineering	\$0.00	\$50,000.00	\$12,075.00	\$ 62,075.00
013 – Administration	\$ 56,000.00	\$ 0.00	\$ 0.00	\$ 56,000.00
Total:	\$700,000.00	\$50,000.00	\$12,075.00	\$762,075.00

The City of Williston is committing sixty-two thousand and seventy-five dollars (\$62,075.00) as leverage for the project . All of the \$62,075.00 in leverage will be used towards Engineering as local match in this application. Of the \$62,075.00, \$50,000.00 will be counted as leverage for the maximum points in the application.

The City of Williston anticipates it will take approximately thirty (30) months for the Project to be complete including the environmental review, bidding, construction, and grant closeout.

Project Narrative (continued):

UNMET NEEDS

If sufficient CDBG funds remain after addressing the above work, the City would utilize these funds to address the following Unmet Needs:

Unmet Need # 1 - Service Area #3 – Street Resurfacing of SE 1st Avenue Service Area:

Service Area 3 includes all of the residential housing units whose residents live on SE 1st Avenue:

03K – Street Improvements - Repaving – The City of Williston’s SE 1st Avenue is cracked, patched and deteriorated. The project proposed in Service Area 3 of this application is the repaving of SE 1st Avenue to ensure safe ongoing access for the residents living on this street as well as for emergency personnell serving these residents. The work will include repaving approximately 420 linear feet of SE 1st Avenue between SE 9th Street and SE 10th Street. The proposed work will take place in the City of Williston.

Activity Number and Name	Description	CDBG Budget	Local Match For Points	LMI% Benefit
03K – Street Improvements - Repaving	Repave Approximately 420 Linear Feet of Street	\$ 21,062.00	\$ 0.00	At least 51%

Unmet Need # 2 - Service Area #4 – Street Resurfacing of SE 2nd Avenue Service Area:

Service Area 4 includes all of the residential housing units whose residents live on SE 2nd Avenue:

03K – Street Improvements - Repaving – The City of Williston’s SE 2nd Avenue is cracked, patched and deteriorated. The project proposed in Service Area 4 of this application is the repaving of SE 2nd Avenue to ensure safe ongoing access for the residents living on this street as well as for emergency personnell serving these residents. The work will include repaving approximately 470 linear feet of SE 2nd Avenue between SE 9th Street and SE 10th Street. The proposed work will take place in the City of Williston.

Activity Number and Name	Description	CDBG Budget	Local Match For Points	LMI% Benefit
03K – Street Improvements - Repaving	Repave Approximately 470 Linear Feet of Street	\$ 23,570.00	\$0.00	At least 51%

City of Williston 2nd Public Hearing FFY 2021-22 CDBG Application Cycle Project Narrative

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03K – Street Improvements - Repaving	Repave Approximately 470 Linear Feet of Street	\$ 23,570.00	\$0.00	At least 51%

Date: July 19, 2022

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2022-45: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE EXECUTION AND SUBMISSION OF THE CDBG APPLICATION FOR FUNDING.

REQUESTED BY: CITY PLANNER LAURA JONES

PREPARED BY: CITY PLANNER LAURA JONES

BACKGROUND / DESCRIPTION: AUTHORIZING THE EXECUTION AND SUBMISSION OF THE CDBG APPLICATION FOR FUNDING.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS: RESOLUTION 2022-45

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

RESOLUTION NO. 2022-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE EXECUTION AND SUBMISSION OF THE CDBG APPLICATION FOR FUNDING.

WHEREAS, the City of Williston desires to submit an application to the Florida Department of Economic Opportunity for a Small Cities Community Development Block Grant to benefit persons of low and moderate income.

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

1. That the City of Williston hereby authorizes the filing of an application for a Neighborhood Revitalization Community Development Block Grant, and
2. That the Mayor of the City of Williston is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on July 21, 2022.

DULY PASSED AND ADOPTED by the City Council of the City of Williston, Florida at a regular meeting on this 19th day of July, 2022.

Charles Goodman, Mayor
City of Williston

ATTESTED:

Latricia Wright, City Clerk
City of Williston

I, the undersigned chief elected official or authorized representative of the Applicant, certify that, to the best of my knowledge, this Florida Small Cities Community Development Block Grant Application for Funding was prepared in accordance with state and federal rules and regulations, contains information that is true and correct, and has been approved by the local governing body.

I also certify that the Applicant:

Has met all citizen participation requirements contained in Chapter 73C-23, Florida Administrative Code:

Following public notice, hearings were conducted by a member of the local governing body or a duly authorized employee;

- The first public hearing was conducted to obtain citizen views about community development needs and potential uses of CDBG funding;
 - The notice for the second public hearing was published following the first public hearing. The notice included a summary of the activities that would be conducted with CDBG funds, the specific locations where those activities would take place, a line item budget, and the time and place where a copy of the draft application would be available for review; and
 - A second public hearing was conducted to obtain citizen comments on the CDBG application prior to submission.
2. Has properly conducted surveys of service areas to document LMI benefit, if applicable.
 3. Will not attempt to recover, through special assessments, capital costs of public improvements funded in whole or in part with CDBG funds.
 4. Will ensure that upon completion of housing structures addressed with CDBG funds, each housing structure will meet the local housing code.
 5. Will administer the subgrant in conformity with the Civil Rights Act of 1964 and the Fair Housing Act.
 6. Will affirmatively further fair housing and undertake one fair housing activity each quarter.
 7. Has adopted or will adopt a Community Development Plan or has adopted the Local Comprehensive Plan as its Community Development Plan.
 8. Will adopt an Anti-Displacement and Relocation Policy and will minimize the displacement of persons.
 9. Has presented accurate information and has documentation on file and readily accessible to the Department of Economic Opportunity.
 10. Has authorized the submission of this application by vote of the local governing body.
 11. Will adopt a CDBG Procurement Policy that conforms to 2 CFR 200.317 – 200.326, Sections 255.0525 and 287.055, Florida Statutes, and Rule 73C-23.0051(4), Florida Administrative Code.
 12. Has implemented a financial management system that complies with Section 218.33, Florida Statutes, and 2 CFR 200.302.

13. Will complete a self-evaluation of its facilities related to the Americans with Disabilities Act and adopt a Transition Plan, if applicable.
14. Will meet a National Objective for each funded activity other than administration and engineering prior to the administrative closeout of the subgrant.

Signature of Chief Elected Official or Designee
Signature: _____
Typed Name and Title: Debra Jones, Council President
Date: 7/20/2021
If signed by a person other than the chief elected official, a copy of the resolution authorizing the person to sign the application must be included in Appendix B.

Signature of Application Preparer if not an employee of the Local Government
Signature: _____
Typed Name and Title: Fred D. Fox, President
Name of Firm or Agency: Fred Fox Enterprises, Inc

Date: July 19, 2022

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2022-46: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE USE OF SIXTY-TWO THOUSAND SEVENTY-FIVE DOLLARS (\$62,075.00) OF CITY OF WILLISTON FUNDING AS LEVERAGE FOR THE SMALL CITIES NEIGHBORHOOD REVITALIZATION COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION THE CITY IS SUBMITTING TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2021-22.

**REQUESTED BY: DAVID FOX, FOX ENTERPRISES, INC.
PREPARED BY: DAVID FOX, FOX ENTERPRISES, INC.**

BACKGROUND / DESCRIPTION: AUTHORIZING THE USE OF SIXTY-TWO THOUSAND SEVENTY-FIVE DOLLARS (\$62,075.00) OF CITY OF WILLISTON FUNDING AS LEVERAGE FOR THE SMALL CITIES NEIGHBORHOOD REVITALIZATION COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS: RESOLUTION 2022-46

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

RESOLUTION NO. 2022-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE USE OF SIXTY-TWO THOUSAND SEVENTY-FIVE DOLLARS (\$62,075.00) OF CITY OF WILLISTON FUNDING AS LEVERAGE FOR THE SMALL CITIES NEIGHBORHOOD REVITALIZATION COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION THE CITY IS SUBMITTING TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR FEDERAL FISCAL YEAR 2021-22.

WHEREAS, the City of Williston (the “City”) desires to show evidence of its commitment to provide a specific amount of leverage funding to be used in carrying out the Small Cities Neighborhood Revitalization Community Development Block Grant Application.

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

1. That the City hereby commits to providing a minimum of sixty-two thousand seventy-five dollars (\$62,075.00) as leverage for a Community Development Block Grant application in the Neighborhood Revitalization category being submitted for the FFY 2021-22 Application cycle; and
2. That \$62,075 of the leverage funding shall come from the City’s General Revenue Fund for the engineering line-item activity in the application.
3. That the City understands these funds will be expended, following approval of the Community Development Block Grant, after the Department of Economic Opportunity site visit for the project, but prior to the City submitting the administrative closeout for the project to the Florida Department of Economic Opportunity.
4. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Williston, Florida at a regular meeting on this 19TH day of July 2022.

Charles Goodman, Mayor
City of Williston

ATTESTED:

Latricia Wright, City Clerk
City of Williston



Florida Small Cities Community Development Block Grant (CDBG)

Application for Funding

Applicant: City of Williston
(Name of Local Government)

- | | |
|---|---|
| <input type="checkbox"/> Commercial Revitalization | <input type="checkbox"/> Housing Rehabilitation |
| <input checked="" type="checkbox"/> Neighborhood Revitalization | <input type="checkbox"/> Economic Development |

Federal Fiscal Year 2021-22

Application Due Date: July 21, 2022

Mailing Address: Department of Economic Opportunity
Bureau of Small Cities and Rural Communities
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

Telephone: (850) 717-8405
Fax: (850) 922-5609
Web: <http://www.floridajobs.org/SmallCitiesCDBG>

Contents

Left click on the appropriate check boxes to indicate which parts of the application form are included in this application package.

- ☒ **Part 1 – General Information**
- ☒ **Part 2 – Application Profile and General Scoring Criteria (Required)**
- ☒ **Part 3 – Sources and Uses of Non-CDBG Funds**
- ☐ **Part 4 – Commercial Revitalization**
- ☐ **Part 5 – Economic Development**
- ☐ **Part 6 – Housing Rehabilitation**
- ☒ **Part 7 – Neighborhood Revitalization**
- ☒ **Part 8 – Certification and Score Summary (Required)**
- ☐ **Part 9 –Supporting Documentation (Required)**
 - ☐ **Appendix A: Maps (Required)**
 - ☐ **Appendix B: Local Governing Body’s Resolutions for Signature Delegation and Application Submission (Required)**
 - ☐ **Appendix C: Comprehensive Plan Documents (Required)**
 - ☐ **Appendix D: Public Hearing/CATF Meeting Documentation (Required)**
 - ☐ **Appendix E: Leverage Documentation**
 - ☐ **Appendix F: Grant Application Preparation Cost Documentation**
 - ☐ **Appendix G: Readiness to Proceed Documentation**
 - ☐ **Appendix H: VLI/LMI Worksheets and Survey Documentation or Census Data and Maps**
 - ☐ **Appendix I: Documentation Related to Health and Safety Impact Score**
 - ☐ **Appendix J: Joint Agreements/Contingency Funding Documentation/Interlocal Agreements**
 - ☐ **Appendix K: Housing Assistance Plan (Required for all Housing Rehabilitation Applications)**
 - ☐ **Appendix L: Historic Preservation Documents**
 - ☐ **Appendix M: Special Designation Documentation**
 - ☐ **Appendix N: Documentation for Economic Development Applications**
 - ☐ **Appendix O: Documentation for Other Community Development Activities Score (Commercial Revitalization)**
 - ☐ **Appendix P: Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)**
 - ☐ **Appendix Q: Local Government Minority Contracting and Fair Housing Score Documentation**
 - ☐ **Appendix R:**

Part 1 – General Information

Introduction

In 1974, Congress passed the Housing and Community Development Act, Title I, and created the Community Development Block Grant (CDBG) program. The CDBG program, funded by the U.S. Department of Housing and Urban Development (HUD), consists of an *entitlement program* that provides funds to urban areas and a *non-entitlement program* that provides funds to the states to award to smaller, mostly rural communities.

The Florida's Small Cities CDBG Program is administered by the Florida Department of Economic Opportunity (Department). Funding is awarded on a competitive basis. The scoring criteria are contained in this application form.

Cities with a population under 50,000, and counties with an unincorporated population under 200,000, are eligible to participate in the Florida Small Cities CDBG Program, unless they have accepted *special entitlement status* or have opted to join an *urban entitlement program*. A list of eligible communities is posted to the Department's website annually. Categories of funding include:

- Commercial Revitalization (CR)
- Economic Development (ED)
- Housing Rehabilitation (HR)
- Neighborhood Revitalization (NR)

Overall, at least 70% of the state's funding must benefit low- and moderate-income persons. Activities undertaken with CDBG funds must meet one of the following national objectives and each annual action plan developed by the Department will identify which national objective(s) will be funded from the annual federal allocation:

- Benefit low- and moderate-income persons
- Aid in the prevention or elimination of slum or blight
- Meet urgent community development needs

Pre-Application Activities

Local governments should review the Small Cities CDBG Program's administrative rule, Chapter 73C-23, Florida Administrative Code, and this application form to understand what activities must take place prior to the submission of an application and the scoring criteria for the application. For example, local governments must conduct two public hearings prior to submitting applications and may need to conduct surveys to document that at least 51% of the proposed beneficiaries are low- and moderate-income persons.

Notice of Application Cycle and Deadline for Submission

The Department publishes a Notice of Funding Availability (NOFA) in the Florida Administrative Register. The notice is published at least 30 days prior to the opening of the application cycle and is posted to the Department's website at www.floridajobs.org/CDBGApplicantInfo. The notice states the start and end dates of the application cycle.

Electronic, mailed or shipped submission of applications are strongly encouraged due to social distancing restrictions. Applications can be mailed or shipped to DEO mailing address: Florida Small Cities CDBG Program, Department of Economic Opportunity, 107 East Madison Street – MSC 400, Tallahassee, Florida 32399-6508. If the application is mailed or shipped, at least one hard-copy of the application and one electronic copy must be submitted. Mailed or shipped applications must be received by 5:00 p.m. Eastern Time on July 21, 2022.

If the application is submitted electronically, a request to submit electronically must be submitted to CDBG@deo.myflorida.com by **5:00 p.m. on Tuesday, July 12, 2022**. Instructions and access to upload the completed documents will be provided via return e-mail. Electronic applications must be received by 5:00 p.m. ET on July 21, 2022.

By the application deadline, one copy of the materials listed below must be sent to the Regional Planning Council that serves the applicant.

1. Part 2 - Application Profile and General Scoring Criteria
2. Part 9 - Forms and Supporting Documentation – Appendix A: Maps

Application Format and Application Submission

The application is divided into nine parts. A local government must complete the parts of the application that relate to the activities for which it is requesting funds. Do not submit the entire application. Submit only those parts required for all applications and the part specifically related to the category (Commercial Revitalization, Economic Development, Housing Rehabilitation, or Neighborhood Revitalization) for which funds are being requested.

- All applicants must complete the cover section and Parts 2, 8, and 9. Only the relevant appendices from Part 9 should be submitted with the application.
- Part 3 must be submitted by all applicants that are requesting points for non-CDBG funds that will be used on the project.
- Parts 4, 5, 6, and 7 pertain to individual funding categories. Submit the appropriate part for the category of funds being requested.

Part 2 – Application Profile and General Scoring Criteria

Application Profile
Table G-1

Local Government Contact Information:

Local Government Name: City of Williston		
Street Address: 50 Northwest Main Street		
Mailing Address (if different): P.O. Drawer 160		
City: Williston	Zip Code: 32696	County: Levy
Main Telephone: (352) 528-3060	Main Facsimile: (352) 528-2877	Federal ID Number: 59-6000451
DUNS Number: 614909393	Local Government's Name in DUNS: Williston, City of	

Chief Elected Official: Debra Jones	Title: Council President
Telephone: (352) 528-3060	Facsimile: (352) 528-2877
E-mail Address: debra.jones@willistonfl.org	

Local Government Financial Officer: Stephen Bloom	Title: Finance Director
Telephone: (954) 603-0032	Facsimile: (352) 528-2877
E-mail Address: stephen.bloom@inframark.com	

Local Government Project Contact: Laura Jones	Title: Community Development & Grants Manager
Street Address: 50 Northwest Main Street	
City: Williston	Zip Code: 32696
Direct Telephone: (352) 528-3060	Facsimile: (352) 528-2877
E-mail Address: city.planner@willistonfl.org	

Application Profile – Table G-1 (Continued)

Application Preparer Information		
Preparer's Name: Fred Fox Enterprises, Inc.		Organization Preparing Application: <input type="checkbox"/> Local Government <input checked="" type="checkbox"/> Private Company <input type="checkbox"/> RPC
Street Address: P.O. Box 840338		
City: Saint Augustine	State: Florida	Zip Code: 32080
Telephone: (904) 810-5183	Facsimile: (904) 810-5302	
E-mail Address: fred.fox@fredfoxenterprises.com		

Consultant Information		
Consultant's Name: Fred D. Fox		<input checked="" type="checkbox"/> Private Company <input type="checkbox"/> RPC
Street Address: P.O. Box 840338		
City: Saint Augustine	State: Florida	Zip Code: 32080
Telephone: (904) 810-5183	E-mail Address: fred.fox@fredfoxenterprises.com	

Demographics		
U.S. Congressional District Number: 2	Florida Senate District Number: 5	Florida House District Number: 22
Service Area Census Tract(s) and Block Group(s): Census Tract 970600, Block Groups 2 and 3.		

Application Type: Indicate the application category. A completed application must include the appropriate section as listed below.	
<input type="checkbox"/> Commercial Revitalization (Part 4)	<input type="checkbox"/> Economic Development (Part 5)
<input type="checkbox"/> Housing Rehabilitation (Part 6)	<input checked="" type="checkbox"/> Neighborhood Revitalization (Part 7)

Application Profile – Table G-1 (Continued)

Citizen Participation – Public Hearings Documentation of the citizen participation activities must be included in Appendix D of Part 9.	
List the date that the public notice for the first public hearing was published:	List the date when the first public hearing was held: 7/13/2022
List the date that the public notice for the second public hearing was published: 7/14/2022	List the date when the second public hearing was held: 7/19/2022

Subgrant Funding Request: The maximum funding request for Neighborhood Revitalization, Commercial Revitalization and Housing Rehabilitation subgrants is based on the jurisdiction's LMI population as determined by HUD. Please see the table below. The maximum subgrant funding request for Economic Development subgrants is \$1,500,000, and the cost per job created must be less than \$35,000. At the bottom of the left column, enter the actual LMI population. (Data available on CDBG website.) At the bottom of the right column, enter the actual subgrant amount being requested.	
LMI Population	Maximum Subgrant Request
1 – 499	\$600,000.00
500 – 1,249	\$650,000.00
1,250 – 3,999	\$700,000.00
4,000 – and above	\$750,000.00
Local Government's LMI Population: 1,325	Subgrant Funds Being Requested: \$ 700,000.00

Application Profile Table G-1 (Continued)

Answer the following questions by clicking on the correct check box.		
Historic Preservation Will the project impact a building, public improvement or planned open space that is 50 or more years old? If yes, documentation must be provided in Appendix L of Part 9. (See instructions.)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Interlocal Agreement Will project activities require an interlocal agreement? If yes , the interlocal agreement(s) must be provided in Appendix J of Part 9. (See instructions.)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
State of Financial Emergency Is the local government currently identified as being in a State of Financial Emergency pursuant to Section 218.50 – 218.504, Florida Statutes? Check at http://www.leg.state.fl.us/cgi-bin/View_Page.pl?File=financial-emergencies.cfm&Directory=committees/joint/Jcla/&Tab=committees	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Grant Preparation Costs The applicant may request subgrant funds for the cost of application preparation. See instructions if funds are requested. Does the applicant wish to request subgrant funds for the cost of application preparation? If yes, documentation must be included in Appendix F of Part 9. Amount: \$ _____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
National Flood Insurance Program Is the applicant currently participating in the National Flood Insurance Program?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Project Narrative — G-2

Describe the proposed project using the guidelines in the instructions. Specific directions for Commercial Revitalization and Economic Development application narratives can be found in the instructions. Use additional pages as needed.

Service Area #1 Sanitary Sewer Collection Upgrades – Lift Station Number 4 Rehabilitation Service Area:

03J – Sewer Line Replacement – The City of Williston’s Sanitary Sewer Lift Station Number 4 has aging components and is in need of rehabilitation. The project proposed in this application is the demolition and replacement of the City’s sanitary sewer Lift Station Number 4. The improvements will include demolition, site work, installation of new lift station, installation of new manhole, restoration of driveways and street pavement disturbed by the work. The proposed work will take place at the City’s Sanitary Sewer Lift Station Number 4 located at 218 NE 9th Street in the City of Williston.

Work to be included:

- Demolish Existing Lift Station Components
- New Sanitary Sewer Manhole and Piping
- Install New Complete Lift Station with all appurtenances
- Connect to Existing Forcemain
- Complete Site Work and Install New Fencing
- Repair Roadway Disturbed and Provide Access Drive

Service Area 1 includes all of the residential housing units whose residents in the service area served by Lift Station number 4 in the City of Williston’s Sanitary Sewer Collection System. The Boundaries for Service Area 1 are:

- **North Boundary** - bound on the north by the homes on the north side of Northeast 3rd Avenue;
- **South Boundary** – bound on the western portion of the south boundary by the homes on the north side of Northeast 1st Avenue, bound on the central portion of the south boundary by the homes on the south side of Northeast 1st Avenue, bound on the eastern portion of the south boundary by the homes on the north side of Northeast 1st Avenue;
- **East Boundary** bound on the northern portion of the east boundary by the homes on the west side of Northeast 10th Street, bound on the central portion of the east boundary by the homes on the east side of Northeast 9th Street, bound on the southern portion of the east boundary by the homes on the west side of Northeast 10th Street; and
- **West Boundary** - bound on the west by the homes on the east side of Northeast 8th Street.

The beneficiaries of Williston’s Lift Station Number 4 project, proposed in this service area, are all of the people living in the residential housing units in the service area whose occupants are primary users of the City’s sanitary sewer system. Currently (total households =) occupied households are located in the Primary Service Area for Williston’s Lift Station Number 4 project. These (total households =) households contain (total beneficiaries =) people. (VLI People =) of the people living in the households in the service area, or (VLI% =%) are VLI, (Total LMI =) of the people living in the households in the service area, or (LMI% = %) are LMI and (Total Over Income =) of the people living in the

Project Narrative (continued):

households in the service area or (Over Income% = %) have household incomes_which are above the LMI income limits. Thus, National Objective 1, Benefit to Low Moderate-Income Persons is realized by this activity.

The activity, dollar amounts and estimated percentage benefit to low- and moderate-income persons in Service Area #1 are as follows:

Activity Number and Name	Description	CDBG Budget	Local Match	LMI% Benefit
03J Sewer Line Replacement	Rehabilitate Lift Station Number 4	\$436,800.00	\$ 0.00	At least 51%

Service Area #2 – Street Repaving SE 10th Street, SE 9th Terrace, and SE 9th Street Service Area:

03K – Street Improvements - Repaving – The City of Williston’s SE 10th Street, SE 9th Terrace and SE 9th Street are cracked, patched and deteriorated. The project proposed in Service Area 2 of this application is the resurfacing of these three streets. The improvements will include repaving of these streets to ensure safe ongoing access for the residents living on these streets as well as for emergency personnell serving these residents. Repaving will include repaving on SE 10th Street southward from E. Noble Avenue for approximately 2,100 linear feet; repaving of SE 9th Terrace southward from E. Noble Avenue approximately 1,000 linear feet to SE 2nd Avenue; and repaving of SE 9th Street southward from E. Noble Avenue approximately 1,100 linear feet. The proposed work will take place in the City of Williston.

Service area 2 includes all of the residential housing units whose residents live on:

- Southeast 9th Street beginning at East Noble Avenue on the north and ending where the street ends on the south,
- Southeast 9th Terrace beginning at East Noble Avenue on the north and ending at Southeast 2nd Avenue on the south, and
- Southeast 10th Street beginning at East Noble Avenue on the north and ending approximately 400 feet south of Southeast 4th Avenue.

The beneficiaries of Williston’s Street Addressed Need Paving project, proposed in this service area, are all of the people living in the residential housing units in the service area whose occupants are primary users of Southeast 9th Street, Southeast 9th Terrace, and Southeast 10th Street. Currently (total households =) occupied households are located in the Primary Service Area for Williston’s Addressed Need Street Paving project. These (total households =) households contain (total benefiicaries =) people. (VLI People =) of the people living in the households in the service area, or (VLI% = %) are VLI, (Total LMI =) of the people living in the households in the service area, or (LMI% = %) are LMI and (Total Over Income =) of the people living in the households in the service area or (Over Income% = %) have household incomes_which are above the LMI income limits. Thus, National Objective 1, Benefit to Low Moderate-Income Persons is realized by this activity.

Project Narrative (continued):

The activity, dollar amounts and estimated percentage benefit to low- and moderate-income persons in Service Area #2 are as follows:

Activity Number and Name	Description	CDBG Budget	Local Match For Points	LMI% Benefit
03K Street Improvements - Repaving of Streets	Repaving Approximately 4,200 LF of Streets	\$207,200.00	\$ 0.00	At least 51%

The sources and uses of funds for the project are as follows:

ACTIVITY	CDBG	CITY MATCH CLAIMED FOR POINTS	CITY MATCH	TOTAL
03J – Sewer Line Replacement	\$436,800.00	\$ 0.00	\$ 0.00	\$436,800.00
03K – Street Improvements - Paving	\$207,200.00	\$ 0.00	\$ 0.00	\$207,200.00
016 – Engineering	\$0.00	\$50,000.00	\$12,075.00	\$ 62,075.00
013 – Administration	\$ 56,000.00	\$ 0.00	\$ 0.00	\$ 56,000.00
Total:	\$700,000.00	\$50,000.00	\$12,075.00	\$762,075.00

The City of Williston is committing sixty-two thousand and seventy-five dollars (\$62,075.00) as leverage for the project . All of the \$62,075.00 in leverage will be used towards Engineering as local match in this application. Of the \$62,075.00, \$50,000.00 will be counted as leverage for the maximum points in the application.

The City of Williston anticipates it will take approximately thirty (30) months for the Project to be complete including the environmental review, bidding, construction, and grant closeout.

Without the assistance of CDBG funding requested in this application, the City of Williston would not be able complete the work on the Project proposed in this application.

UNMET NEEDS

If sufficient CDBG funds remain after addressing the above work, the City would utilize these funds to address the following Unmet Needs:

Project Narrative (continued):

Unmet Need # 1 - Service Area #3 – Street Resurfacing of SE 1st Avenue Service Area:

03K – Street Improvements - Repaving – The City of Williston’s SE 1st Avenue is cracked, patched and deteriorated. The project proposed in Service Area 3 of this application is the repaving of SE 1st Avenue to ensure safe ongoing access for the residents living on this street as well as for emergency personnell serving these residents. The work will include repaving approximately 420 linear feet of SE 1st Avenue between SE 9th Street and SE 10th Street. The proposed work will take place in the City of Williston.

Service Area 3 includes all of the residential housing units whose residents live on SE 1st Avenue between SE 9th Street and SE 10th Street.

The beneficiaries of Williston’s Street Unmet Need One Paving project, proposed in this service area, are all of the people living in the residential housing units in the service area whose occupants are primary users of Southeast 1st Avenue. Currently (total households =) occupied households are located in the Primary Service Area for Williston’s Unmet Need One Street Paving project. These (total households =) households contain (total benefiicaries =) people. (VLI People =) of the people living in the households in the service area, or (VLI% = %) are VLI, (Total LMI =) of the people living in the households in the service area, or (LMI% = %) are LMI and (Total Over Income =) of the people living in the households in the service area or (Over Income% = %) have household incomes which are above the LMI income limits. Thus, National Objective 1, Benefit to Low Moderate-Income Persons is realized by this activity.

The activity, dollar amounts and estimated percentage benefit to low- and moderate-income persons in Service Area #3 are as follows:

Activity Number and Name	Description	CDBG Budget	Local Match	LMI% Benefit
03K – Street Improvements - Repaving	Repave Approximately 420 Linear Feet of Street	\$ 21,062.00	\$ 0.00	At least 51%

Unmet Need # 2 - Service Area #4 – Street Resurfacing of SE 2nd Avenue Service Area:

03K – Street Improvements - Repaving – The City of Williston’s SE 2nd Avenue is cracked, patched and deteriorated. The project proposed in Service Area 4 of this application is the repaving of SE 2nd Avenue to ensure safe ongoing access for the residents living on this street as well as for emergency personnell serving these residents. The work will include repaving approximately 470 linear feet of SE 2nd Avenue between SE 9th Street and SE 10th Street. The proposed work will take place in the City of Williston.

Service Area 4 includes all of the residential housing units whose residents live on SE 2nd Avenue between SE 9th Street and SE 10th Street:

Project Narrative (continued):

The beneficiaries of Williston's Street Unmet Need Two Paving project, proposed in this service area, are all of the people living in the residential housing units in the service area whose occupants are primary users of Southeast 2nd Avenue. Currently (total households =) occupied households are located in the Primary Service Area for Williston's Unmet Need Two Street Paving project. These (total households =) households contain (total beneficiaries =) people. (VLI People =) of the people living in the households in the service area, or (VLI% = %) are VLI, (Total LMI =) of the people living in the households in the service area, or (LMI% = %) are LMI and (Total Over Income =) of the people living in the households in the service area or (Over Income% = %) have household incomes which are above the LMI income limits. Thus, National Objective 1, Benefit to Low Moderate-Income Persons is realized by this activity.

The activity, dollar amounts and estimated percentage benefit to low- and moderate-income persons in Service Area #4 are as follows:

Activity Number and Name	Description	CDBG Budget	Local Match	LMI% Benefit
03K – Street Improvements - Repaving	Repave Approximately 470 Linear Feet of Street	\$ 23,570.00	\$0.00	At least 51%

General Scoring Criteria — Table G-3

1. Community-Wide Needs Score (CWNS) The CWNS for each non-entitlement local government is posted on the Department's website at: http://www.floridajobs.org/community-planning-and-development/assistance-for-governments-and-organizations/florida-small-cities-community-development-block-grant-program/downloads-and-information-for-applicants (Transfer this score to line 1. of the Application Scoring Summary page – Part 8, page 4.)		Score: <u>65.44</u>
2. Special Designation Score Check all applicable designations below and enter a score of 20 points if all CDBG activities will be conducted within any of the boundaries of the special designation areas checked. Documentation must be included in Appendix M of Part 9. (See instructions.) (Transfer this score to line 3a. of the Application Scoring Summary page.)		Score: <u>20.00</u>
<input checked="" type="checkbox"/> Rural Area of Opportunity (RAO)	<input checked="" type="checkbox"/> Rural Community as defined by §288.0656, F.S.	
<input type="checkbox"/> Area of Critical State Concern pursuant to §380.05, F.S.	<input type="checkbox"/> Florida Enterprise Zone pursuant to §290.0065, F.S.	
3. Grant History Score: If the applicant has not had an open CDBG contract in the NR, CR, or HR categories within five years of application deadline, claim 100 points. (Transfer this score to line 3b. of the Application Scoring Summary page.)		Score: <u>0.00</u>
4. CATF Score: The applicant can score a maximum of 10 points if it has appointed a Citizen Advisory Task Force (CATF) to provide input on all phases of the Small Cities CDBG Program process and the CATF met to discuss community needs and make recommendations to the local governing body before the application was drafted. The task force must be comprised of residents of the applying jurisdiction, and at least 51% of the members must be from LMI households. None of the members can be an elected official of the jurisdiction, and only one member can be an employee of the applicant. The CATF shall have at least five members, and at least 51% members must participate in the meeting to claim CATF points. Documentation must be included in Appendix D of Part 9. (See instructions.)		
4a. If the CATF met before the first public hearing was conducted and before a draft application was developed to discuss community needs and make recommendations to the local governing body as to the program area and activities that should be considered when drafting a Small Cities CDBG application, score 10 points, or 4b. If the CATF met before the notice for the second public hearing was published and before a draft application was finalized to make recommendations to the local governing body as to the program area and activities that should be included in its Small Cities CDBG application, score 5 points. (Transfer this score to line 3c. of the Application Scoring Summary page.)		Score: <u>10.00</u>
If applicable, list the date that the public notice for the CATF meeting was published:	If applicable, list the date when the CATF meeting was held: 7/13/2022	

General Scoring Criteria — Table G-3 (Continued)

5. Outstanding Performance in Equal Employment Opportunity (EEO)						
M/WBE Contracting: The applicant may claim up to 20 points for achievement in Minority-/Women-Owned Business Enterprises (M/WBE) contracting in the most recent Small Cities CDBG subgrant that was administratively closed not more than four years before application deadline date. Review the M/WBE reports submitted to DEO for that subgrant and enter a score based on the achievement reported.						
Most Recent Administratively Closed Small Cities CDBG Contract Number:				N/A		
Amount Awarded to M/WBE firms	÷	Total Prime Contracts Amount	X 100 =	M/WBE %		
M/WBE %		Points	5a. M/WBE Contracting Score: <div style="text-align: center;"> 0.00 (Maximum 20 points) </div>			
0.0 – 4.99%	0					
5.0 – 14.99%	5					
15.0 – 19.99%	10					
20.0 – 24.99%	15					
25.00%+	20					
If the applicant has not administratively closed a Small Cities CDBG subgrant within four years of the application deadline date, score 5 points.						
Local Government Minority Employment: The applicant may claim up to 60 points for meeting minority employment goals. Complete the table below to calculate the applicant's percentage of minority employees. See instructions for calculations.						
Number of Permanent Full-time Equivalent Minority Applicant Employees	÷	Number of Permanent Full-time Equivalent Applicant Employees	=	Applicant's Percentage of Minority Employees		
				%		
Enter percentage of minorities in the applicant's county: %						
If the "Prorated 60 Points Score" is claimed, complete the following equation:						
Applicant's Percentage of Minority Employees	÷	Percentage of Minorities in Applicant's County	=	Applicant's Percentage of Minority Employees	X 60 =	Points Claimed

If the applicant has three or less employees, 40 points may be claimed.		
5b. Local Government Minority Employment Score (60 Points Maximum):		<u> </u>
6. Outstanding Performance in Fair Housing		
The applicant may claim five points for adopting a Fair Housing Ordinance prior to the application deadline and five points for conducting a Fair Housing workshop in the 12 months prior to the application deadline. See instructions for guidelines and documentation requirements.		
	Date	Score
6a. Date Fair Housing Ordinance Adopted:	<u>08/21/1990</u>	<u>5.00</u>
6b. Date of Fair Housing Workshop:	<u>7/13/2022</u>	<u>5.00</u>
6c. Total Fair Housing (6a+6b) Score (10 Points Maximum):		<u>10.00</u>

Outstanding Performance in EEO and Fair Housing (5a+5b+6c) Score:
 (Transfer this score to line 2. on the Application Scoring Summary page – Part 8, page 4.)
 (90 points maximum)

Part 3 – Sources and Uses of Non-CDBG Funds

Sources and Uses of Non-CDBG Funds
Private, Participating Party, Public Leverage from Non-Local and Local Funding Sources
Table L-1

Activity #	Source	Amount Claimed for Scoring	Amount Not Claimed for Scoring	Type (Participating Party, Loan, Grant, Local Government Funds, Donated Land, or Other Leverage)
03J-Eng	City of Williston	\$50,000.00	\$12,075.00	Local Government Funds
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	
Totals		\$50,000.00	\$12,075.00	
Total Funds Claimed for Leverage Scoring		\$50,000.00		

Use the preceding totals to compute the number of points you are claiming for leverage scoring on the next page.

Leverage Score Summary

Leverage Points Calculation for NR, CR, and HR

Communities with a LMI Population of 1,249 or Less

$$\underline{\quad \$ \quad} \div \$1,000 = \underline{\quad \quad} \text{ Points}$$

(25 Points Maximum)

Leverage Points Calculation for NR, CR, and HR

Communities with a LMI Population of 1,250 or More

$$\underline{\quad \$50,000.00 \quad} \div \$2,000 = \underline{\quad 25.00 \quad} \text{ Points}$$

(25 Points Maximum)

Leverage Points Calculation for ED

$$\underline{\quad \$ \quad} \div \$10,000 = \underline{\quad \quad} \text{ Points}$$

(125 Points Maximum)

Leverage Score: 25.00

(Transfer this score to line 3d. on the Application Scoring Summary page in Part 8.
25 Points Maximum for NR, HR, and CR. 125 Points Maximum for ED.)

Part 7 – Neighborhood Revitalization

CDBG Funds and Activity Goals — Table N-1

A		B	C	D	E	F
1. Activity Number and Name (*Same points in the activity supported.)		Appropriate RUS Engineering Table	Enter CDBG Activity Funds	% Of CDBG Project Cost (Col. C ÷ Total of Col. C)	Goal Points	Activity Goal Score (D x E)
01	Acquisition (in support of)*	NA	\$		*	
03J	Fire Hydrants ^{16**}	Table II	\$		75	
03J	Fire Protection ¹	Table II	\$		75	
03I	Flood and Drainage ²	Table II	\$		90	
03I	Hazard Mitigation Activities ³	Table II	\$		50	
14A	Housing Rehabilitation – Plumbing ⁴	NA	\$		60	
03F	Parks, Playgrounds ⁵	Table II	\$		65	
03L	Pedestrian Malls/Sidewalks ⁶	Table II	\$		80	
03E	Recreation/Neighborhood Center	Table II	\$		70	
08	Relocation	NA	\$		35	
10	Removal of Architectural Barriers ⁷	Table II	\$		50	
03A	Senior Center	Table II	\$		70	
03C	Temporary Shelters ¹¹	Table II	\$		70	
03J	New Sewage Treatment Plant	Table I	\$		110	
03J	Sewage Treatment Plant Upgrades	Table I	\$		85	
03J	New Sewer Lines & Components ⁸	Table I	\$		110	
03J	Sewer Line Replacement ⁹	Table I	\$436,800.00	67.83%	85	57.65
03J	Sewer Hookups ¹⁰	Table I	\$		110	
03J	Solid Waste Disposal	Table II	\$		25	
03K	Street Improvements – New Paving ¹²	Table II	\$		85	
03K	Street Improvements – Repaving ¹³	Table II	\$207,200.00	32.17%	70	22.52

*Same points as the activity it supports.

**The numbered activity footnotes are located on page 22 of the Neighborhood Revitalization Instructions.

CDBG Funds and Activity Goals – Table N-1 (Continued)

A		B	C	D	E	F
1. Activity Number and Name (*Same points in the activity supported.)		Appropriate RUS Engineering Table	Enter CDBG Activity Funds	% of CDBG Project Cost (Col. C ÷ Total CDBG Project Cost)	Goal Points	Activity Goal Score (D x E)
03J	Water Hookups ¹⁴	Table II	\$		110	
03J	Water Lines, New – Potable ¹⁵	Table II	\$		110	
03J	Water Line Replacement ⁹	Table II	\$		85	
03J	New Water Tank/Well/Treatment Plant ⁶	Table I	\$		110	
03J	Water Tank/Well/Treatment Plant Improvements ⁶	Table I	\$		85	
03M	Child Care Center	Table II	\$		70	
03P	Health Facility	Table II	\$		70	
			\$		25	
			\$		25	
2. Add Column C (from both pages) to get the Total CDBG Project Cost:			\$644,000.00			
3. Add the Activity Goal Scores in Column F (from both pages) to get the Total Activity Goal Score: <u>80.17</u> (<u>110</u> Point Maximum)						
4. Indicate the Appropriate RUS Used and Enter Engineering Funds:			RUS Table Used: <input type="checkbox"/> I <input type="checkbox"/> II <input checked="" type="checkbox"/> Both Prorated			
4a. Basic Fee		\$0.00				
4b. Resident Inspection Fee		\$0.00				
4c. Preliminary Engineering Fee		\$0.00				
4d. Additional Engineering Services:		\$0.00				
5. Total the CDBG Engineering Fees (4a+4b+4c+4d):		\$0.00				
6. Enter CDBG Administrative Cost:		\$56,000.00				
7. Total the CDBG Funds Requested (2+5+6):		\$700,000.00				

Addressed Needs – CDBG Activities and Beneficiaries

Table N-2a

Census or survey data must be compiled to complete this and the remainder of the application forms.

A		B	C	D	E	F
Activity Number and Name		Enter # of Addressed CDBG Units	Enter # of VLI Beneficiaries ≤ 30% AMI	Enter # of LI Beneficiaries 30.01-50% AMI	Enter # of MI Beneficiaries 50.01-80% AMI	Enter # of Total CDBG Beneficiaries
01	Acquisition (in support of)					
03J	Fire Hydrants					
03J	Fire Protection					
03I	Flood and Drainage					
03I	Hazard Mitigation Activities					
14A	Housing Rehabilitation – Plumbing					
03F	Parks, Playgrounds					
03L	Pedestrian Malls/Sidewalks					
03E	Recreation/Neighborhood Center					
08	Relocation					
14E	Removal of Architectural Barriers					
03A	Senior Center					
03C	Temporary Shelters ¹¹					
03J	Sewage Treatment Plant					
03J	New Sewer Lines & Components					

(Use the following units of measure in Column B: Barriers, Buildings, Homes, Hydrants, Lift Stations (LS), Linear Feet (LF), Plants, Sites, Tanks, Wells, and Units.)

Addressed Needs – Activities and Beneficiaries
Table N-2a (Continued)

A		B	C	D	E	F
Activity Number and Name		Enter # of Addressed CDBG Units	Enter # of VLI Beneficiaries ≤ 30% AMI	Enter # of LI Beneficiaries 30.01-50% AMI	Enter # of MI Beneficiaries 50.01-80% AMI	Enter # of Total CDBG Beneficiaries
03J	Sewer Line Replacement	1 Lift Station				
03J	Sewer Hookups ¹⁰ (Beneficiaries calculated by Households)					
03J	Solid Waste Disposal					
03K	Street Improvements – New Paving ¹²					
03K	Street Improvements – Repaving ¹³	4,200 LF Repaving				
03	Utility Hookups – Other (Beneficiaries calculated by Households)					
03J	Water Hookups ¹⁴ (Beneficiaries calculated by Households)					
03J	Water Lines, New – Potable ¹⁵					
03J	Water Line Replacement ⁹					
03J	New Water Tank/Well/Treatment Plant ⁶					
03J	Water Tank/Well/Treatment Plant Improvements ⁶					
03M	Child Care Center					
03P	Health Facility					

Unaddressed Needs – Activities and Beneficiaries

Table N-2b

Census or survey data must be compiled to complete this and the remainder of the application forms.

A		B	C	D	E	F
Activity Number and Name		Enter # of Unaddressed CDBG Units	Enter # of VLI Beneficiaries ≤ 30% AMI	Enter # of LI Beneficiaries 30.01-50% AMI	Enter # of MI Beneficiaries 50.01-80% AMI	Enter # of Total CDBG Beneficiaries
01	Acquisition (in support of)					
03J	Fire Hydrants					
03J	Fire Protection					
03I	Flood and Drainage					
03I	Hazard Mitigation Activities					
14A	Housing Rehabilitation – Plumbing					
03F	Parks, Playgrounds					
03L	Pedestrian Malls/Sidewalks					
03E	Recreation/Neighborhood Center					
08	Relocation					
14E	Removal of Architectural Barriers					
03A	Senior Center					
03C	Temporary Shelters ¹¹					
03J	Sewage Treatment Plant					
03J	Sewer Lines & Components					

(Use the following units of measure in Column B: Barriers, Buildings, Homes, Hydrants, Lift Stations (LS), Linear Feet (LF), Plants, Sites, Tanks, Wells, and Units.)

Table N-2b (Continued)

A		B	C	D	E	F
Activity Number and Name		Enter # of Unaddressed CDBG Units	Enter # of VLI Beneficiaries ≤ 30% AMI	Enter # of LI Beneficiaries 30.01-50% AMI	Enter # of MI Beneficiaries 50.01-80% AMI	Enter # of Total CDBG Beneficiaries
03J	Sewer Line Replacement					
03J	Sewer Hookups ¹⁰ (Beneficiaries calculated by Households)					
03J	Solid Waste Disposal					
03K	Street Improvements ¹²					
03K	Street Improvements – Repaving ¹³	890 LF Repaving				
03	Utility Hookups – Other (Beneficiaries calculated by Households)					
03J	Water Hookups ¹⁴ (Beneficiaries calculated by Households)					
03J	Water Lines, New – Potable ¹⁵					
03J	Water Line Replacement ⁹					
03J	New Water Tank/Well Treatment Plant ⁶					
03J	Water Tank/Well/Treatment Plant Improvements ⁶					
03M	Child Care Center					
03P	Health Facility					

Beneficiary Verification Summary by Service Area
Table N-3

A	B	C	D	E	F	G	H	I	J
Enter Service Area # / Benefit Survey Method*	Enter Activities to be Completed in Each Service Area (Use More than One Line for Multiple Activities)	Enter Total # of Households (HH in the Service Area (Universe-Col. H)	Enter Total # of Responses Required	Enter Total # of Households Responding to the Survey	Enter Total # of VLI Beneficiaries	Enter Total # of LMI Beneficiaries	Enter Total # of All Beneficiaries	Calculate Percent of VLI Benefit (F ÷ H)	Calculate Percent of LMI Benefit (G ÷ H)
1-___	03J-Sewer Line Replacement							%	%
2-___	03K-Street Improvements-Repaving							%	%
3. ___	03K-Street Improvements-Repaving							%	%
4. ___	03K-Street Improvements-Repaving							%	%
								%	%
								%	%
								%	%
								%	%
								%	%
								%	%
								%	%
								%	%
								%	%
								%	%
								%	%
								%	%

* A= Random Sample, B=Small Service Area, C=Census, D= Survey from previous application, not more than five years old, where the service area is identical to the one in the previously submitted application. If a random survey was conducted, include as an appendix a description of the methodology which describes the basis of the universe, the confidence interval selected, and the procedures used to contact the initial sample before surveying an alternate. The sample and alternates must be selected from a random number generator website (such as random.org) and a print out of those numbers included in the appendix.

Beneficiaries Scores — Table N-4

For scoring purposes, the beneficiaries of a jurisdiction-wide activity, including a water or sewage treatment plant, on which less than 10% of total CDBG funds are budgeted shall not be used when calculating the unduplicated beneficiary scores in this table.		1.(a) Enter the total funds requested (total CDBG request)	\$700,000.00
1.(b) Enter the total number of grant unduplicated VLI beneficiaries:		1.(c) Enter the total number of grant unduplicated LMI beneficiaries:	
1.(d) Enter the total number of grant unduplicated beneficiaries:		1.(e) Enter the total number of unduplicated LMI households:	

<p>a. VLI Beneficiary Impact Score: Calculate the Unduplicated VLI Beneficiary Percentage:</p> <p>1.(b) divided by 1. (d) = _____ %</p> <p>Based on the result, designate with an X the score that is appropriate.</p>	<p>Unduplicated VLI Beneficiary Percentage</p> <p>30.00% or More</p> <p>20.00% to 29.99%</p> <p>10.00% to 19.99%</p> <p>Less than 10.00%</p>	<p>Score</p> <p><input type="checkbox"/> 30</p> <p><input type="checkbox"/> 20</p> <p><input type="checkbox"/> 10</p> <p><input type="checkbox"/> 0</p>
<p>b. LMI Beneficiary Impact Score: Calculate the Unduplicated LMI Beneficiary Percentage:</p> <p>1.(c) divided by 1. (d) = _____ %</p> <p>Based on the result, designate with an X the score that is appropriate.</p>	<p>Unduplicated LMI Beneficiary Percentage</p> <p>70.00% and above</p> <p>66.00% to 69.99%</p> <p>61.00% to 65.99%</p> <p>56.00% to 60.99%</p> <p>51.01% to 55.99%</p>	<p>Score</p> <p><input type="checkbox"/> 125</p> <p><input type="checkbox"/> 110</p> <p><input type="checkbox"/> 90</p> <p><input type="checkbox"/> 70</p> <p><input type="checkbox"/> 50</p>
<p>c. Average Cost per Unduplicated LMI Beneficiary Score: Calculate the Average Cost per Unduplicated LMI Beneficiary:</p> <p>1.(a) divided by 1. (c) = \$ _____</p> <p>Based on the result, designate with an X the score that is appropriate.</p>	<p>Cost per Unduplicated LMI Beneficiary</p> <p>\$11,000 or More</p> <p>\$10,000 to \$10,999</p> <p>\$9,000 to \$9,999</p> <p>Less than \$9,000</p>	<p>Score</p> <p><input type="checkbox"/> 0</p> <p><input type="checkbox"/> 10</p> <p><input type="checkbox"/> 20</p> <p><input type="checkbox"/> 30</p>
<p>d. Average Cost per Unduplicated LMI Household Score: Calculate the Average Cost per Unduplicated LMI Household:</p> <p>1.(a) divided by 1. (e) = \$ _____</p> <p>Based on the result, designate with an X the score that is appropriate.</p>	<p>Cost per Unduplicated LMI Household</p> <p>\$20,000 or More</p> <p>\$16,000 to \$19,999</p> <p>\$13,000 to \$15,999</p> <p>\$11,000 to \$12,999</p> <p>\$9,000 to \$10,999</p> <p>Less than \$9,000</p>	<p>Score</p> <p><input type="checkbox"/> -100</p> <p><input type="checkbox"/> -50</p> <p><input type="checkbox"/> 20</p> <p><input type="checkbox"/> 40</p> <p><input type="checkbox"/> 60</p> <p><input type="checkbox"/> 85</p>

Readiness to Proceed Score

If biddable construction plans and specifications for all “addressed need” activities have been completed, and permit applications for all infrastructure activities have been submitted to the applicable permitting agencies no later than application deadline, the applicant can claim 50 points. Otherwise, score zero points.

The following documentation must be included in Appendix G of the application when it is submitted to the Department:

- 1) A letter from the engineer or architect who prepared the construction plans and specifications, addressed to the chief elected officer of the applicant, certifying the following:
 - that the signed, sealed and dated plans and specifications are complete,
 - that the bid documentation, including the plans and specifications, provided with the application contains all of the information that a contractor would need to bid on the project, except for the Davis-Bacon wage decision(s) and the CDGB Supplemental Conditions, and
 - that applications have been submitted for all permits that are required to begin construction on the infrastructure activities included in the application. (If the only permitting agency is the applicant local government, the engineer shall certify that the applicant is the only agency from which a permit is required. If no permits are required for the project, the engineer shall certify to that effect.)
- 2) A signed and sealed copy of the plans and specifications, plus all necessary bid documents, except for the Davis-Bacon wage decision(s); the local government’s list of minority/women business enterprises, and the CDBG Supplemental Conditions;
- 3) Documentation that all required infrastructure permit applications were submitted to the appropriate agency(ies). (Receipts from UPS or the U.S. Postal Service, email or letter from permitting agency(ies) saying that the permit applications had been received.)
- 4) Deficiencies in these submissions identified during DEO’s review of the application can be cured. However, the local government must provide curing documentation no later than the end of the “completeness period” that verifies that the plans and specifications were completed prior to the application deadline and that all required applications for permitting were submitted to the appropriate permitting agencies prior to the application deadline or the points claimed here will be reduced to zero.

Readiness to Proceed Score: 50.00 (50 Points Maximum)

Health and Safety Score — Table N-5

Enter the appropriate Health and Safety Impact score. Documentation for points claimed must be included in Part 9, Appendix I. Scoring options are as follows:

Option A: A total of 75 points can be claimed if the local government can document all of the following:

- The proposed activity will be in one or more of the service areas. Activities outside a service area may only count for scoring pursuant to Chapter 73C-23, F.A.C., and
- The activity to be paid for with CDBG funds will correct the deficiencies specified in an existing enforcement action (administrative order, consent order, judicial proceeding or order by a state or federal agency). Activities conducted in lieu of fines do not qualify.

All CDBG-funded construction activities must meet the requirements of this option to claim the full 75 points.

Option B: A total of 65 points can be claimed if the activity will provide first-time sewer or drinking water service to a service area, that a state or local agency says could have health and safety issues associated with septic tanks or other contamination sources. All CDBG-funded construction activities must meet the requirements of this option to claim the full 65 points.

Option C: A total of 35 points can be claimed if the local government can document all of the following:

- An activity proposed to be addressed with CDBG funds has been the subject of a Federal Emergency Management Agency (FEMA) Damage Survey Report (DSR) or Project Worksheet prepared for and submitted to FEMA for review and approval and was prepared at least 30 days but no more than 30 months before the application deadline, and
- The FEMA Damage Survey Report, Data Sheet or Project Worksheet was prepared in response to a federally declared natural disaster, declared before the application deadline. An engineer's written statement that the proposed CDBG activity will prevent the recurrence of the damage specified in the FEMA Damage Survey Report, Data Sheet or Project Worksheet must be provided.

All CDBG-funded construction activities must meet the requirements of this option to claim the full 35 points

Option D: A total of 45 points can be claimed if the local government can document all of the following:

1. An activity to be addressed with CDBG funds was cited, in writing, by a State or Federal Regulatory Agency, before the application deadline;
2. The citation states a violation of state or federal statutes, rules, or regulations that affect the health and/or safety of the local government's citizenry; and
3. The citation was issued to the local government and includes the following:
 - the statutory or regulatory basis for the citation,
 - a description or reference to the corrective action that the regulatory agency requires, and
 - if a specific citation form, document, or process exists by State Rule or Federal Regulation, that form, document or process must be used.

All CDBG-funded construction activities must meet the requirements of this option to claim the full 45 points.

This option shall be used for work required by a regulatory agency's inspection report that meets 1-3 above, but has not risen to the level of enforcement action described in Option A.

Health and Safety Score — Table N-5 (Continued)

Option E: A portion of the 75, 65, 35 or 45 points can be claimed if the local government documents that some activities meet the above criteria. If this option is selected, use the formula to calculate proportional points.

- e. If CDBG funds will be expended for activities that meet the criteria for more than one option, points shall be prorated for each option and then totaled together, but the total score claimed shall not exceed 50 points.

Please note that CDBG funds cannot be used to pay fines or civil penalties related to enforcement actions. Also, Health and Safety points cannot be claimed for a project that is being undertaken in lieu of fines and penalties related to enforcement actions. Health and Safety Points cannot be claimed to address the same deficiency/citation that was used to obtain funding in a previous CDBG subgrant.

If Option E was selected, complete the following equation:

Enter the cost of activities subject to A, B, C, or D		Enter the CDBG Project Cost (not including Engineering or Admin. Costs)		Enter the result (%) as a four-digit decimal		Enter the Appropriate Multiplier (75, 65, 35 or 45)		Option E Score
\$	÷	\$	=		x		=	
Check the Health and Safety Score being claimed.		<input type="checkbox"/> Option A. (75 Points)	<input type="checkbox"/> Option B. (65 Points)	<input type="checkbox"/> Option C. (35 Points)	<input type="checkbox"/> Option D. (45 Points)	<input type="checkbox"/> Option E. (Prorated)	<input type="checkbox"/> N/A	

Enter the Health and Safety Score: 0.00
(75 Points Maximum)

Calculating the Category Summary Score	
Scores	Type of Score
80.17	Total Activity Goal Score (from page 3)
	+ Unduplicated VLI Beneficiary Percentage Score (from page 9)
	+ Unduplicated LMI Beneficiary Percentage Score (from page 9)
	+ Cost per Unduplicated LMI Beneficiary Score (from page 9)
	+ Cost per Unduplicated LMI Household Score (from page 9)
50.00	+ Readiness to Proceed Score (from page 10)
0.00	+ Health and Safety Score (from page 12)
	= Category Summary Score (505 Points Maximum)

Category Summary Score: _____
(505 Points Maximum)

(Transfer this score to line 3e. in the NR column on the Application Scoring Summary page – Part 8, page 4.)

Part 8 – Certification and Score Summary

I, the undersigned chief elected official or authorized representative of the Applicant, certify that, to the best of my knowledge, this Florida Small Cities Community Development Block Grant Application for Funding was prepared in accordance with state and federal rules and regulations, contains information that is true and correct, and has been approved by the local governing body.

I also certify that the Applicant:

Has met all citizen participation requirements contained in Chapter 73C-23, Florida Administrative Code:

Following public notice, hearings were conducted by a member of the local governing body or a duly authorized employee;

- The first public hearing was conducted to obtain citizen views about community development needs and potential uses of CDBG funding;
 - The notice for the second public hearing was published following the first public hearing. The notice included a summary of the activities that would be conducted with CDBG funds, the specific locations where those activities would take place, a line item budget, and the time and place where a copy of the draft application would be available for review; and
 - A second public hearing was conducted to obtain citizen comments on the CDBG application prior to submission.
2. Has properly conducted surveys of service areas to document LMI benefit, if applicable.
 3. Will not attempt to recover, through special assessments, capital costs of public improvements funded in whole or in part with CDBG funds.
 4. Will ensure that upon completion of housing structures addressed with CDBG funds, each housing structure will meet the local housing code.
 5. Will administer the subgrant in conformity with the Civil Rights Act of 1964 and the Fair Housing Act.
 6. Will affirmatively further fair housing and undertake one fair housing activity each quarter.
 7. Has adopted or will adopt a Community Development Plan or has adopted the Local Comprehensive Plan as its Community Development Plan.
 8. Will adopt an Anti-Displacement and Relocation Policy and will minimize the displacement of persons.
 9. Has presented accurate information and has documentation on file and readily accessible to the Department of Economic Opportunity.
 10. Has authorized the submission of this application by vote of the local governing body.
 11. Will adopt a CDBG Procurement Policy that conforms to 2 CFR 200.317 – 200.326, Sections 255.0525 and 287.055, Florida Statutes, and Rule 73C-23.0051(4), Florida Administrative Code.
 12. Has implemented a financial management system that complies with Section 218.33, Florida Statutes, and 2 CFR 200.302.

13. Will complete a self-evaluation of its facilities related to the Americans with Disabilities Act and adopt a Transition Plan, if applicable.
14. Will meet a National Objective for each funded activity other than administration and engineering prior to the administrative closeout of the subgrant.

Signature of Chief Elected Official or Designee
Signature: _____
Typed Name and Title: Debra Jones, Council President
Date: 7/20/2021
If signed by a person other than the chief elected official, a copy of the resolution authorizing the person to sign the application must be included in Appendix B.

Signature of Application Preparer if not an employee of the Local Government
Signature: _____
Typed Name and Title: Fred D. Fox, President
Name of Firm or Agency: Fred Fox Enterprises, Inc

Application Scoring Summary

This form is the Applicant's evaluation of the application score. Use the "scores" identified in the application to complete this form when you have finished filling out the application. Enter the scores or other information in the appropriate columns. When all of the scores have been transferred to this form, add the scores and enter the total.

Applicant Name: City of Williston				(For DEO Use Only) Application Number: _____		
Enter Type of Application: <input type="checkbox"/> Commercial Revitalization <input type="checkbox"/> Economic Development <input type="checkbox"/> Housing Rehabilitation <input checked="" type="checkbox"/> Neighborhood Revitalization						
Title/Score	Part	Page	CR	ED	HR	NR
1. Community-Wide Needs Score (250 Points Maximum)						65.44
2. Outstanding Performance in Equal Employment Opportunity and Fair Housing (90 points maximum)						???
3. Program Impact:						
3a. Special Designation Score (20 Points Maximum)						20.00
3b. Grant History Score (100 Points Maximum)						0.00
3c. CATF Score (10 Points Maximum)						10.00
3d. Leverage (25 Points Maximum for CR, NR and HR) (125 Points Maximum for ED)						25.00
3e. Category Summary Score						
3f. Total Program Impact Score (3a+3b+3c+3d+3e) (660 Points Maximum)						
4. Total Application Score (1+2+3f) (1000 Points Maximum)						
Less Penalties Assessed (For DEO Use Only)						
Final Score (For DEO Use Only)						

Part 9 –Supporting Documentation

Place all supporting documentation in this section. Separate the documents with a titled tab or titled colored paper. Include only those appendices that are required for the application.

Appendix	Title
A	Maps (Required)
B	Local Governing Body's Resolutions for Signature Delegation and Application Submission (Required)
C	Comprehensive Plan Documents (Required)
D	Public Hearing/CATF Documentation (Required)
E	Leverage Documentation
F	Grant Application Preparation Cost Documentation
G	Readiness to Proceed Documentation
H	VLI/LMI Worksheets and Survey Documentation or Census Data and Maps
I	Documentation Related to Health and Safety Impact Score
J	Joint Agreements, Contingency Funding Documentation and/or Interlocal Agreements
K	Housing Assistance Plan (Required for all Housing Rehabilitation Applications)
L	Historic Preservation Documents
M	Special Designation Documentation
N	Documentation for Economic Development Applications
O	Documentation for Other Community Development Activities Score (Commercial Revitalization)
P	Documentation for Demolition of Vacant Dilapidated Structures (Commercial Revitalization)
Q	Local Government Minority Contracting and Fair Housing Score Documentation
R	Commercial Rehabilitation Policy (Required for all Commercial Revitalization Applications that will utilize CDBG funds to rehabilitate commercial buildings)
S	

Date: July 19, 2022

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2022-47: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE IMPLEMENTATION OF THE LONG TERM AND SHORT-TERM OBJECTIVES OF THE CITY OF WILLISTON COMMUNITY DEVELOPMENT PLAN FEDERAL.

REQUESTED BY: CITY PLANNER LAURA JONES
PREPARED BY: CITY PLANNER LAURA JONES

BACKGROUND / DESCRIPTION: AUTHORIZING THE IMPLEMENTATION OF THE LONG TERM AND SHORT-TERM OBJECTIVES OF THE CITY OF WILLISTON COMMUNITY DEVELOPMENT PLAN.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS: RESOLUTION 2022-47

COMMISSION ACTION:

 APPROVED

 DISAPPROVED

RESOLUTION NO. 2022-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE IMPLEMENTATION OF THE LONG TERM AND SHORT-TERM OBJECTIVES OF THE CITY OF WILLISTON COMMUNITY DEVELOPMENT PLAN.

WHEREAS, the City of Williston is located in Levy County, Florida, based on the 2020 U.S. Census, the City's population is 2,976. Of the 2,976 residents, 586 or 19.7% are below the poverty level.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF WILLISTON, FLORIDA, THAT: the City shall implement the following objectives:

LONG TERM OBJECTIVES:

1. To improve the physical environment of the community to make it more functional, safe, and efficient and to preserve the integrity of the neighborhood.
2. To promote the public interest.
3. To inject long range considerations into the determination of short range decisions.
4. To bring professional and technical knowledge to bear on issues concerning social, economical, or physical development.
5. To facilitate effective cooperation and coordination between all concerned with community development.
6. To identify all available resources for major opportunities and to improve the way of life for all in the community.

SHORT TERM OBJECTIVES:

1. To apply for FFY 2021-22 Community Development Block Grant funds in the Neighborhood Revitalization category to upgrade the City of Williston's sanitary sewer collection system (replace lift station) and repaving of streets.
2. To explore other possible resources for the purpose of improving the way of life for all citizen's, especially those who live in deteriorated housing and neighborhoods.

DULY PASSED AND ADOPTED by the City Council of the City of Williston, Florida at a regular meeting on this 19th day of July 2022.

Charles Goodman, Mayor

ATTESTED:

Latricia Wright, City Clerk

CITY COUNCIL AGENDA ITEM

July 19, 2022

TOPIC: Resolution 2022-36 Electric Rate & Fee Schedule

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING A REVISED RATE AND FEE SCHEDULE FOR ELECTRIC UTILITY; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

This resolution will coincide with the Ordinance 2022-698. It will update the Rate structure to include the 8.9% increase presented to Council in the March workshop. It also updates the fee schedule to take into effect the escalating costs associated with the economic changes and supply chain shortages facing electric utility providers in the United States.

The attached exhibits A and B, show the difference of each fee and rate change. Exhibit A are the NEW rate and fees, and Exhibit B are the CURRENT rate and fees.

This resolution gives the Council President authority to sign documents related to Resolution 2022-36.

LEGAL REVIEW: Yes / FMPPA, Folds & Walker

FISCAL IMPACTS: Yes / Revenue Positive

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Resolution 2022-36, Exhibit A, Exhibit B

ACTION:

 APPROVED

 DISAPPROVED

RESOLUTION 2022-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING A REVISED RATE AND FEE SCHEDULE FOR ELECTRIC UTILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2013 the City of Williston adopted, by Ordinance, Article IV, Section 40-142, a schedule of rates and charges; and

WHEREAS the City has determined that its future adoption of all retail electric rates and charges would be better accomplished by adoption of a resolution, to effectively and timely address cost increases and other cost changes in the City's cost of power and the procurement of necessary equipment and materials for its electric utility operations; and

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

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

SECTION 2. The City Council hereby accepts the revised Electric Rates and Fees as identified in the attached Exhibit A.

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

PASSED AND ADOPTED at a meeting of the City Council on this 19th day of July 2022.

CITY OF WILLISTON, FLORIDA

Debra Jones, Council President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Kiersten Ballou, Attorney

Exhibit A

City of Williston Electric Rate and Fee Schedule

Rate Schedule. The service of the system shall be fully metered, and every user of the services of the Electric Utility system shall pay a monthly rate as follows:

Residential service

Customer Charge per meter	\$8.00 per month
All kwh, per kwh	0.08912
Purchase Gas Cost	Determined monthly by Fuel

General service rate nondemand (GS-S)

Customer Charge per meter	\$15.00 per month
All kwh, per kwh	0.09300
Purchase Gas Cost	Determined monthly by Fuel

General service rate demand (GRD-S)

Service Customer charge per meter	\$25.00 per month
All kwh, per kwh	0.07184
All kw demand, per kw	\$5.00

General service rate large demand (GSLD-S)

Customer Charge per meter	\$50.00 per month
All kwh, per kwh	0.06643
All kw demand, per kw	\$6.00

Yard or security lights; automatic cut-on and off

175-watt lamp, per month	\$12.00
--------------------------	---------

- (Provided, however, the cost thereof may be increased based upon increased cost of electricity as provided in subsection (7) of this section and any increase in cost of operation of the city's electrical system.

Service for streetlights:

All kwh, per kwh	0.09030
------------------	---------

Net Metering purchase rate will calculate monthly and will not exceed the cost of the City of Williston's expense by 75%. This is calculated by all kwh, per kwh.

Fee Schedule. The following fees shall apply:

Deposits:

Residential	\$100.00
Commercial	\$500.00
Industrial	To be determined by City

Service Charges for Installation or Changes to Service. (The charges for electric service installation are applicable as follows.

Electric service – Overhead service	\$200.00 plus \$3.00 per foot
Electric service – Underground	\$200.00 plus \$5.00 per foot
City provided temporary pole rental	\$1500.00 (during construction)
Customer provided temporary pole	\$750.00 (connection fee)
Customer provided temporary pole	\$250.00 (disconnect fee)
All other service hookups	\$55.00 (connect or disconnect)

Transfer of service (from one location address to another location or address during business hours only will be \$100.00).

Temporary disconnect or reconnect fee	\$125.00
---------------------------------------	----------

Meter Lock Repairs:	\$75
---------------------	------

Meter Tampering:	\$750.00
------------------	----------

Meter Testing Charge:	\$75
-----------------------	------

Late Payment Charge:

Residential	> 5% of bill amount or \$10
Non-Residential	> 5% of bill amount or \$25

Residential:

Yard light (installed city provided pole) \$1000.00 per ten years

Yard light (installed customer pole) \$750.00 per ten years

Commercial:

- Yard light (installed city provided pole) 1-5 lights \$500.00 per light per 10 years
- Yard light (installed city provided pole) 6-10 lights \$400.00 per light per 10 years
- Yard light (installed city provided pole) 10-25 lights \$250.00 per light per 10 years
- Yard light (installed city provided pole) 26 or more lights \$125.00 per light per 10 years

After hours service call \$140.00

Exhibit B

Sec. 40-142. - Rates.

The rates to be charged and collected by the city for electric energy furnished by the city to consumers for residential, commercial and industrial service are hereby fixed as follows:

- (1) Residential service (R-S):
Customer charge per meter\$ 8.00
All kwh, per kwh0.08184
- (2) General service rate nondemand (GS-S):
Customer charge per meter 15.00
All kwh, per kwh0.08538
- (3) General service rate demand (GRD-S):
Service customer charge per meter 25.00
All kwh, per kwh0.06597
All kw demand, per kw5.00
- (4) General service rate large demand (GSLD-S):
Customer charge per meter 50.00
All kwh, per kwh0.06100
All kw demand, per kw6.00
- (5) Yard or security lights; automatic cut-on and off:
175-watt lamp, per month 10.00

(Provided, however, the cost thereof may be increased based upon increased cost of electricity as provided in subsection (7) of this section and any increase in cost of operation of the city's electrical system.

- (6) Service for streetlights:
All kwh, per kwh\$0.08292
- (7) Base rate: Rates or charges for electricity as provided for and by this section have been computed upon a base rate as of May 31, 1989, which considers the cost of wholesale electric power billed to the city each month by the supplier. When the cost of electricity to the city is increased or decreased by the wholesale supplier, such rate set forth in this section shall be adjusted as provided for in section 40-144.
- (8) Net metering purchase rate:
All kwh, per kwh\$0.09835

The net metering purchase rate shall be the wholesale avoided cost, and shall be recalculated annually at the end of each fiscal year by dividing the total wholesale cost of electricity for the fiscal year by total kwh purchased in the fiscal year.

(Ord. No. 221, § 1, 4-29-1974; Ord. No. 237, § 9, 8-8-1978; Ord. No. 245, § 6, 1-8-1980; Ord. No. 247, § 1, 5-6-1980; Ord. No. 249, § 1, 3-3-1981; Ord. No. 259, § 4, 11-8-1983; Ord. No.

CITY OF WILLISTON UTILITY SERVICES, RATES, TAXES & DEPOSITS

REVISED: February 2020

ELECTRIC

RESIDENTIAL

All KWH's (Inside)	\$0.081840
All KWH's (Outside)	\$0.090020
Service Charge (INSIDE)	\$8.00
Service Charge (OUTSIDE)	\$8.80
Cost Adjustment	Variable

COMMERCIAL (NON-DEMAND)

All KWH's	\$0.085380
Service Charge	\$15.00
Cost Adjustment	Variable

COMMERCIAL (DEMAND)

All KWH's	\$0.065970
All KW Demand	\$5.00
Service Charge	\$25.00
Cost Adjustment	Variable

COMMERCIAL (LARGE DEMAND)

All KWH's	\$0.061000
All KW Demand	\$6.00
Service Charge	\$50.00
Cost Adjustment	Variable

GARBAGE & RECYCLE

RESIDENTIAL

Monthly Minimum - Once a week/1 Can	\$12.89
This includes recycling and yard trash	

Recycle Collections - Wednesday

COMMERCIAL

Accounts are based on	Variable
- how many cans or size of dumpster	
- and how many pick ups weekly.	

YARD LIGHT

RESIDENTIAL & COMMERCIAL

Monthly - Per Light	\$10.00
175 Watt Lamp	

GAS

RESIDENTIAL & COMMERCIAL

Service Charge - Inside City Limits	\$6.00
Service Charge - Outside City Limits	\$6.60
PLUS - Per 100 Cubic Feet	Variable
Commercial Over 30,500 Cubic Feet	Variable

SEWER

COMMERCIAL

Service Charge	\$33.75
PLUS CONSUMPTION ON WATER MTR:	
\$0.1350 per 100 GAL's up to first 5000 GAL's	
\$0.1620 per 100 GAL's over 5000 GAL's up to 10,000 GAL's	
\$0.2700 per 100 GAL's over 10,000 GAL's up to 15,000 GAL's	
\$0.3380 per 100 GAL's over 15,000 GAL's up to 20,000 GAL's	
\$0.4050 per 100 GAL's over 20,000 GAL's	

RESIDENTIAL

Service Charge	\$33.75
PLUS CONSUMPTION ON WATER MTR:	
NO CONSUMPTION CHARGE up to first 5000 GAL's	
\$0.1350 per 100 GAL's over 5000 GAL's up to 10,000 GAL's	
\$0.1620 per 100 GAL's over 10,000 GAL's up to 15,000 GAL's	
\$0.2700 per 100 GAL's over 15,000 GAL's up to 20,000 GAL's	
\$0.3380 per 100 GAL's over 20,000 GAL's up to 25,000 GAL's	
\$0.4050 per 100 GAL's over 25,000 GAL's	

WATER

RESIDENTIAL & COMMERCIAL

Service Charge- Inside City Limits	\$9.30
Service Charge- Outside City Limits	\$10.23
PLUS CONSUMPTION:	
\$0.16 per 100 GAL's up to first 5000 GAL's	
\$0.19 per 100 GAL's over 5000 GAL's up to 10,000 GAL's	
\$0.31 per 100 GAL's over 10,000 GAL's up to 15,000 GAL's	
\$0.39 per 100 GAL's over 15,000 GAL's up to 20,000 GAL's	
\$0.47 per 100 GAL's over 20,000 GAL's	

NEW SERVICE HOOK-UPS

Electric Service New Construction	\$60.00
PLUS (to be billed later)	
Overhead - Per Foot	\$2.00
Underground - Per Foot	\$5.00
Temporary Pole Rental Construction	\$300.00
Gas Service Commercial & Residential	\$300.00
PLUS (to be billed later)	
After first 100ft, per foot charge	\$1.50
Water 3/4" Service	\$510.00
PLUS (to be billed later)	
Over 3/4" - % of actual cost	125%
Sewer Connection	\$600.00
PLUS (to be billed later)	
After first 50ft, per additional foot	\$3.50

DEPOSITS

Residential & Commercial Service	Minimum	\$200.00
----------------------------------	---------	----------

Commercial deposits will be re-evaluated after 6 months

MISCELLANEOUS FEES

Connect Fee Per Mtr	\$20.00
Return Check Fee	\$20.00
Transfer Fee	\$20.00
After Hours Reconnect	\$25.00

TAXES

PUBLIC SERVICE TAX	10% ON \$ AMOUNT OF ELECTRIC, YARD LIGHT, GAS, WATER (INSIDE CITY) COMMERCIAL & RESIDENTIAL
GROSS RECEIPTS TAX	2.5% ON \$ AMOUNT OF ELECTRIC, YARD LIGHT, COST ADJUSTMENT & SALES TAX (INSIDE/OUTSIDE CITY) COMMERCIAL & RESIDENTIAL
	2.5% MULTIPLIED BY ANNUAL INDEX TIMES TOTAL CONSUMPTION FOR GAS (INSIDE/OUTSIDE CITY) COMMERCIAL & RESIDENTIAL
SALES & COUNTY TAX	7.95% ON \$ AMOUNT ELECTRIC (INSIDE/OUTSIDE CITY) COMMERCIAL ONLY
	7% ON \$ AMOUNT GAS (INSIDE/OUTSIDE CITY) COMMERCIAL ONLY

Date: July 19, 2022

COUNCIL AGENDA ITEM

TOPIC: Wastewater Treatment Plant Sand & Grid Grant

RESOLUTION 2022-39: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING ACCEPTANCE AND EXECUTION OF THE GRANT AWARDED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO REMOVE SAND AND GRIT FROM WASTEWATER TREATMENT PLANT.

REQUESTED BY: LAURA JONES, CITY PLANNER

PREPARED BY: LAURA JONES, CITY PLANNER

BACKGROUND / DESCRIPTION:

The City of Williston was awarded from the Sand and Grit Removal Program managed by the Florida Department of Environmental Protection. The Williston Wastewater Treatment Plant has a 531,850-gallon oval oxidation ditch. This ditch is supplied by the master lift station which flows through the bar screen that now filters debris.

Before the last Community Development Block Grant (CDBG), Phase I, there was no mechanism to prevent debris and sludge from entering the oxidation ditch. Brought on-line for service in the mid 1980's, this "catch-all" has long needed to be cleaned. Contained within the oxidation ditch we have two (2) NEMA 3r, 480-volt, 100 amp switch operated rotors. These were installed in the last CDBG grant phase.

Now that there is a mechanism to prevent the sludge from entering the ditch, we are requesting assistance to clean the built-up debris which will improve the overall performance of the Wastewater Treatment Plant.

This resolution gives the Council President authority to sign documents related to the grant on the behalf of the City.

LEGAL REVIEW: None

FISCAL IMPACTS: None

RECOMMENDED ACTION: Approve Grant

ATTACHMENTS: Resolution 2022-39

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION NO. 2022-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING ACCEPTANCE AND EXECUTION OF THE GRANT AWARDED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO REMOVE SAND AND GRIT FROM WASTEWATER TREATMENT PLANT.

WHEREAS, the City of Williston Wastewater Treatment Plant has a 531,850-gallon oval oxidation ditch. This ditch is supplied by the master lift station which flows through the bar screen that now filters debris; and

WHEREAS, the City of Williston did not previously have a mechanism to prevent debris and sludge from entering the oxidization ditch; and

WHEREAS, the City of Williston received a Community Development Block Grant that supplied this mechanism; and

WHEREAS, the City of Williston desires to have the oxidation ditch cleaned to improve overall performance of the Wastewater Treatment Plant.

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

Section 1. The City Council of Williston hereby authorizes the City Manager to execute and submit all documents relating to the Sand and Grit grant, including but not limited to all documents relating to submittal of an application, and acceptance and execution of a grant agreement, if awarded.

Section 2. That this Resolution shall become effective immediately upon its adoption

THIS RESOLUTION APPROVED ON FIRST AND ONLY READING this 19th day of July, 2022 by the City Council of the City of Williston, Florida.

CITY OF WILLISTON, FLORIDA

Debra Jones, City Council President

Attest: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

S. Scott Walker, City Attorney

Date: 7/11/2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF WILLISTON COMMUNITY REDEVELOPMENT AGENCY AND OELRICH CONSTRUCTION FOR CONSTRUCTION CONTRACT; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON COMMUNITY REDEVELOPMENT AGENCY; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

REQUESTED BY: CITY OF WILLISTON COMMUNITY REDEVELOPMENT AGENCY
PREPARED BY: KIERSTEN BALLOU CITY ATTORNEY

FISCAL IMPACTS: This is a CRA-funded project the total cost of which is \$761,960.00, subject to increases or decreases for changes in the work outlined in the agreement.

RECOMMENDED ACTION: Board recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2022-40	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> CONTRACT AGREEMENT	

COUNCIL ACTION:

☐ APPROVED
☐ DENIED

RESOLUTION NUMBER 2022-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE AGREEMENT BETWEEN THE CITY OF WILLISTON COMMUNITY REDEVELOPMENT AGENCY AND OELRICH CONSTRUCTION FOR CONSTRUCTION CONTRACT; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON COMMUNITY REDEVELOPMENT AGENCY; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Williston has previously established a Community Redevelopment Agency which established a community redevelopment plan;

WHEREAS, the work outlined in the Agreement attached hereto as Exhibit A is part of the established community redevelopment plan;

WHEREAS, Oelrich Construction submitted a proposal to the Community Redevelopment Agency to complete the work outlined in the Agreement;

WHEREAS, the Community Redevelopment Agency recommends to the City Council that the Agreement be approved and that the Community Redevelopment Agency be authorized by the City Council to enter such agreement; and

WHEREAS, the City of Williston Community Redevelopment Agency Board Chair is the appropriate party to execute documents related to such Agreement; and

WHEREAS, the City Council has determined it is in the City's best interest to authorize the City of Williston Community Redevelopment Agency Board Chair to execute this Agreement and any other such documents as are required to enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are all true and accurate and are hereby incorporated herein and made a part of this resolution.

Section 2. The City Council hereby approves the Agreement, attached hereto and incorporated herein as Exhibit A.

Section 3. The City of Williston Community Redevelopment Agency Board Chair is hereby authorized to execute on behalf of the Community Redevelopment Agency such documents as are required to enter the Agreement.

Section 4. All resolutions or parts of resolutions to the extent of conflict herewith are hereby repealed.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of July, 2022.

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, City Council President

**Attest, By the Clerk of the
City Council of the
City of Williston Florida:**

Approved as to Form and Legality:

Latricia Wright, City Clerk

S. Scott Walker, City Attorney
Kiersten N. Ballou, City Attorney

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (COST-PLUS-FEE)

This Agreement is by and between The City of Williston Community Redevelopment Agency ("Owner") and Oelrich Construction, Inc. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction required to complete renovations and new construction to the City of Williston Arcade and Main Street enhancements as specified on the construction documents provided by Walker Architects dated 11/24/2021.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Construction required to complete renovations and new construction to the City of Williston Arcade and Main Street enhancements as specified on the construction documents provided by Walker Architects dated 11/24/2021.

ARTICLE 3—ARCHITECT

- 3.01 The Owner has retained Walker Architects ("Architect") to act as Owner's representative, assume all duties and responsibilities of Architect, and have the rights and authority assigned to Architect in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Architect.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before 11/2/2022, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before 11/17/2022.
- 4.03 *Milestones*
- A. Parts of the Work must be substantially completed on or before the following Milestones:
1. Milestone 1: Main Street Façade Completion (11/1/2022)
 2. Milestone 2: Parcel O Completion (8/11/2022)

3. Milestone 3: Arcade Completion (8/16/2022)
4. Milestone 4: Substantial Completion (11/2/2022)
5. Milestone 5: Final Completion (11/17/2022)

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. *Substantial Completion*: Contractor shall pay Owner \$150.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$150.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones*: Contractor shall pay Owner \$50.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of any Milestone, until such Milestone is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 *Cost-Plus-Fee*

- A. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the Cost of the Work plus Contractor's fee for overhead and profit, both of which will be determined as provided in Articles 6 and 7 below, subject to additions and deletions as provided in the Contract and subject to the limitations set forth in Article 8 below.

ARTICLE 6—COST OF THE WORK

- 6.01 Cost of the Work will be determined as provided in Paragraph 13.01 of the General Conditions, as duly modified.

ARTICLE 7—CONTRACTOR'S FEE

- 7.01 Contractor's fee will be determined as follows:
- A. A fixed fee of \$54,687, which is subject to increases or decreases for changes in the Work as provided in Paragraph 9.01 but will not exceed the Guaranteed Maximum Price listed in Paragraph 8.01 and is included in the payments outline in Article 10.01 and 10.02 below.

ARTICLE 8—GUARANTEED MAXIMUM PRICE

- 8.01 *Guaranteed Maximum Price*
- A. Contractor guarantees that the maximum amount payable by Owner (Guaranteed Maximum Price, or GMP) for the sum of the Cost of the Work under Article 6 plus Contractor's fee under Article 7 will not exceed \$761,960.00, subject to increases or decreases for changes in the Work.

ARTICLE 9—CHANGES IN THE CONTRACT PRICE

- 9.01 *Determination of Changes in Contract Price*
- A. If a Change Order entails a change in Contract Price under the provisions of the Contract, then under this Agreement:
 - 1. The change will include the applicable increase or decrease in Cost of the Work, pursuant to the provisions of Article 13 of the General Conditions.
 - 2. Changes in Contractor's fee will be determined as set forth in Paragraph 13.01.D of the General Conditions.
 - 3. If there is a Guaranteed Maximum Fee, it will increase or decrease in an amount equal to the increase or decrease in Cost of the Work.
 - 4. If there is a Guaranteed Maximum Price, it will increase or decrease in an amount equal to the increase or decrease in Contract Price, including Cost of the Work and Contractor's fee, as duly determined.
- 9.02 *Documentation of Changes*
- A. The amount of any increases or decreases in Contractor's fee, in any Guaranteed Maximum Price, or in any Guaranteed Maximum Fee, will be set forth in the applicable Change Order.

ARTICLE 10—PAYMENT PROCEDURES

- 10.01 *Submittal and Processing of Payments*
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of Contractor's fee then

payable. Applications for Payment will be processed by Architect as provided in the General Conditions.

10.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by Architect on or about the 30th day of each month during construction as provided in Paragraphs 10.02.B.1 and 10.02.B.2 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
- B. *For Cost of the Work:* Progress payments on account of the Cost of the Work will be made:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 90 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Architect, and if the character and progress of the Work have been satisfactory to Owner and Architect, then as long as the character and progress of the Work remain satisfactory to Owner and Architect, there will be no additional retainage; and
 - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Architect's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- C. *For Contractor's fee:* Progress payments on account of the Contractor's fee will be made as follows:

The Contractor's fee is 8 percent. Payments prior to Substantial Completion will be in an amount equal to 90 percent of such fee (less in each case payments previously made on account of such fee) based on the Cost of the Work completed, and upon Substantial Completion in an amount sufficient to increase total payments to Contractor on account of that fee to 100 percent of Contractor's fee.

10.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

10.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

10.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of 4.75 percent per annum.

ARTICLE 11—CONTRACT DOCUMENTS

11.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 - 6. Drawings listed on the attached sheet index.
 - 7. Any attached addenda
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A – Oelrich Construction – City of Williston – Arcade and Main Street Enhancements Guaranteed Maximum Price – Revision 2 dated April 6, 2022.
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 11.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 11.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 12—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

12.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Architect written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Architect is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

12.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

12.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, **2022** (which is the Effective Date of the Contract).

Owner:

Williston Community Redevelopment Agency
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Nick Williams
(typed or printed)

Title: Chair of Williston CRA
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

50 NW Main Street
Williston, Florida 32696

Designated Representative:

Name: Amanda Rutherford
(typed or printed)

Title: Walker Architects
(typed or printed)

Address:

2035 NW 13th Street
Gainesville, FL 32609

Phone: 352-672-6448

Email: arutherford@walker-arch.com

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Oelrich Construction, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 07/08/2022
(date signed)

Name: Ivan Oelrich
(typed or printed)

Title: President
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: Matthew Marino, Vice-President
(typed or printed)

Address for giving notices:

275 NW 137th Drive Suite A
Jonesville, FL 32669

Designated Representative:

Name: Matthew Marino
(typed or printed)

Title: Vice-President
(typed or printed)

Address:

275 NW 137th Drive Suite A
Jonesville, FL 32669

Phone: 352-745-7877

Email: matt@oelrichconstruction.com

License No.: CGC1510579
(where applicable)

State: Florida



EXHIBIT A

City of Williston – Arcade and Main Street Enhancements

Guaranteed Maximum Price – Revision 2

April 6, 2022

EXHIBIT A



April 6, 2022

Laura Jones
City of Williston
50 NW Main Street,
Williston, FL. 32696

**Re: City of Williston – Arcade and Main Street Enhancements
Guaranteed Maximum Price Proposal – Revision 2**

Ms. Jones,

Oelrich Construction, Inc. is pleased to present this Guaranteed Maximum Price proposal for the construction required to complete the renovations and new construction to the City of Williston Arcade and Main Street Enhancements as specified on the construction documents provided by Walker Architects dated 11/24/2021.

The Guaranteed Maximum Price for this project is:

Seven Hundred Sixty-One Thousand, Nine Hundred Sixty Dollars.....\$761,960.00

Please find the attached GMP overview, GMP breakdown, Value Engineering Log, Qualifications, Schedule, Construction Management Team, List of Construction Documents and Financing Terms that are included as part of this Guaranteed Maximum Price proposal.

We appreciate the opportunity to be a part of this project, and we look forward to its successful completion. Please feel free to contact me at any time if you have any questions.

Sincerely,
Oelrich Construction, Inc.

A handwritten signature in blue ink, appearing to read 'Matthew Marino', is written over a faint, stylized blue circular graphic.

Matthew Marino
Preconstruction Manager

Gainesville Office:
275 NW 137th Drive, Suite A
Jonesville, FL 32669

Orlando Office:
428 S. Dillard St., Suite 103
Winter Garden, FL 34787

oelrichconstruction.com

tel: 352-745-7877
C6C1510579



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EXHIBIT A

City of Williston – Arcade and Main Street Enhancements



Exhibit A – GMP Overview

City of Williston - Arcade Rehabilitation & Streetscape Concepts		
Oelrich Construction		
Overview		
Bid Package	Package Description	100% Construction Documents VE 4/5/2022
BP 2A	Demolition	\$ 9,100
BP 3A	Concrete	\$ 75,495
BP 4A	Masonry	\$ 51,750
BP 5B	Misc Metals	\$ 74,800
BP 6A	Rough & Finish Carpentry	\$ 41,388
BP 7A	Damproofing and Waterproofing	\$ 18,560
BP 7C	Roofing	\$ 12,000
BP 8B	Skylights	\$ 15,400
BP 9B	Stucco, EIFS, Plastering	\$ 68,655
BP 9C	Acoustical Ceilings	\$ 15,255
BP 9D	Painting	\$ 13,465
BP 10A	Specialties	\$ 49,280
BP 12A	Furnishings	\$ 27,500
BP 26A	Electrical	\$ 78,750
BP 31A	Sitework	\$ 11,000
BP 32A	Exterior Improvements	\$ 5,580
BP 32B	Planting and Landscaping	\$ 7,569
Total of Bid Packages		\$ 575,547
Contingency	\$	28,778
Staffing Costs	\$	49,341
General Conditions	\$	29,911
Total of Project Costs		\$ 683,577
CM Fee	\$	54,687
Subtotal		\$ 738,264
Builders Risk Insurance	\$	3,101
Payment and Performance Bonds	\$	8,730
General Liability Insurance	\$	7,620
Permit	\$	4,245
Total Amount		\$ 761,960

EXHIBIT A

City of Williston – Arcade and Main Street Enhancements



Exhibit B – GMP Breakdown

City of Williston - Arcade Rehabilitation & Streetscape Concepts									
Oelrich Construction, Inc.									
Guaranteed Maximum Price - Revision 2									
April 6, 2022									
Item Description	Qty	Unit	Labor		Material		Subcontractor		Totals
			unit price	amount	unit price	amount	unit price	amount	Sub Totals
Project Duration	12	weeks							
Project or Program Area	9,723	sf							
Number of Building Levels	1	level							
General Conditions									
Project Manager	6.0	weeks	2,919	17,514	-	-	-	-	17,514
Superintendent	12.0	weeks	1,892	22,704	-	-	-	-	22,704
Project Engineer	3.0	weeks	1,600	4,800	-	-	-	-	4,800
Admin Support	3.0	weeks	1,441	4,323	-	-	-	-	4,323
Document Reproduction	1	sets	-	-	275	275	-	-	275
Safety Supplies	1	ls	-	-	200	200	-	-	200
Testing Services	1	ls	-	-	-	-	3,500	3,500	3,500
Temporary Electricity	3	months	-	-	70	210	-	-	210
Temporary Water	3	months	-	-	50	150	-	-	150
Field Office Delivery and Setup	1	ls	-	-	1,300	1,300	-	-	1,300
Field Office Rental	3	months	-	-	800	2,400	-	-	2,400
Field Office Pump Service	3	months	-	-	150	450	-	-	450
Field Office Unblock and Return	1	ls	-	-	1,100	1,100	-	-	1,100
Copies and Copy Machine	3	months	-	-	156	468	-	-	468
Computer Information Systems	3	months	-	-	100	300	-	-	300
Cell Phone and Communications	3	months	-	-	150	450	-	-	450
Sanitary Facilities, Toilets	3	months	-	-	150	450	-	-	450
Identification Badge Costs	1	ls	-	-	150	150	-	-	150
Office Supplies	1	ls	-	-	750	750	-	-	750
Postage	1	ls	-	-	100	100	-	-	100
Jobsite Security	3	months	-	-	110	330	-	-	330
Small Tools	1	ls	-	-	250	250	-	-	250
Jobsite Vehicle Maintenance & Fuel	3	months	-	-	400	1,200	-	-	1,200
Traffic Control MOT	1	ls	-	-	-	-	2,500	2,500	2,500
Temporary Fencing	300	lf	-	-	6.00	1,800	-	-	1,800
Temporary Double Gates	1	ea	-	-	250	250	-	-	250
Temporary Project Signs	1	ls	-	-	600	600	-	-	600
Temporary Protection	1	ls	-	-	500	500	-	-	500
Temporary Weather Protection	1	ls	-	-	500	500	-	-	500
Software Licensing Requirements	1	ls	-	-	1,496	1,496	-	-	1,496
Equipment Rental	3	months	-	-	500	1,500	-	-	1,500
Continuous Cleaning	12	days	-	-	150	1,800	-	-	1,800
Dumpsters	6	pulls	-	-	350	2,100	-	-	2,100
Final Cleaning	9,723	sf	-	-	0.25	2,431	-	-	2,431
Closeout Submittals et al	1	ls	-	-	150	150	-	-	150
As-Builts	1	sets	-	-	250	250	-	-	250
									79,251
BP-02A Demolition									
Demolition Package									
Main Street Façade									
Exterior Demolition									
Existing Sidewalks	13	ea	-	-	-	-	500.00	6,500	6,500
Existing Infills	260	wall sf	-	-	-	-	10.00	2,600	2,600
									9,100
BP-03A Concrete									
Concrete Package									
Parcel "O" (Coke Bottling Plant)									
Pilaster Mat Footing & Columns	4	ea	-	-	-	-	2,850.00	11,400	11,400
Planter Continuous Footing	120	lnft	-	-	-	-	33.00	3,960	3,960
Slab on Grade - 5", 10x10 WWM, 10mil MB, Termite Treatment	1,935	sf	-	-	-	-	21.00	40,635	40,635
Main Street Façade									
Columns Pads	13	ea	-	-	-	-	1,500.00	19,500	19,500
									75,495
BP-04A Masonry									
Masonry Package									
Parcel "O" (Coke Bottling Plant)									
Planter Boxes - CMU, Brick Veneer, Cap	900	wall sf	-	-	-	-	45.00	40,500	40,500
Brick at Pilaster columns	250	sf	-	-	-	-	45.00	11,250	11,250
									51,750

EXHIBIT A

City of Williston – Arcade and Main Street Enhancements



Exhibit B – GMP Breakdown

BP-05B Misc. Metals						
Metals Package						
<u>Parcel "O" (Coke Bottling Plant)</u>						
Metal Wire Mesh Screening	14 ea			3,950	55,300	55,300
<u>Arcade</u>						
Metal Gates - Powder Coated - Black ; Simple Latches	2 ea			9,750	19,500	19,500
						74,800
BP-06A Rough & Finish Carpentry						
Rough Carpentry Labor						
<u>Parcel "O" (Coke Bottling Plant)</u>	1 ls			20,000	20,000	20,000
<u>Material</u>						
Temporary Wood Supports	16 ea		100	1,600		1,600
<u>Arcade</u>						
<u>Material</u>						
2x6 - Walls with Plywood	922 lf		14.00	12,908		12,908
2x6 - Roof Joist	160 lf		11.00	1,760		1,760
2x8 - Ceiling Joist	160 lf		12.00	1,920		1,920
2x4 - Ceiling Joist	160 lf		7.00	1,120		1,120
<u>Main Street Façade</u>						
<u>Material</u>						
Opening Infills - 2x4 with Plywood	260 sf		8.00	2,080		2,080
						41,388
BP-07A Damproofing and Waterproofing						
Waterproofing Package						
<u>Arcade</u>						
Fluid Applied Waterproofing	900 wall sf			16.00	14,400	14,400
<u>Main Street Façade</u>						
New Wall Infills	260 wall sf			16.00	4,160	4,160
						18,560
BP-07C Roofing						
Roofing Package						
<u>Arcade</u>						
Roofing Repairs at Skylights	4 ea			3,000.00	12,000	12,000
						12,000
BP-08B Skylights						
Skylight Package						
<u>Arcade</u>						
Skylights	4 ea			2,850	11,400	11,400
Install	4 ea	1,000	4,000			4,000
						15,400
BP-09B Stucco, EIFS, Plastering						
Stucco Package						
<u>Arcade</u>						
Stucco Walls - Banding, Trim & Details	565 sf			69.00	38,985	38,985
<u>Main Street Façade</u>						
Stucco Patch & Infill - Banding, Trim & Details & Faux Brick	430 wall sf			69.00	29,670	29,670
						68,655
BP-09C Acoustical Ceiling						
Acoustical Ceiling Package						
<u>Arcade</u>						
Acoustical Ceiling with Tin Tiles & Moulding	565 sf			27.00	15,255	15,255
						15,255
BP-09D Painting and Wallcovering						
Painting Package						
<u>Arcade</u>						
Epoxy Paint Floor Coating	565 sf			2.50	1,413	1,413
Exterior Walls - 1 - Coat Prime, 2 - Coat Finish (2 Colors)	565 sf			2.50	1,413	1,413
<u>Main Street Façade</u>						
Exterior Walls - 1 - Pressure Wash, Coat Prime, 2 - Coat Finish (2 Colors)	6,080 wall sf			1.75	10,640	10,640
						13,465

EXHIBIT A

City of Williston – Arcade and Main Street Enhancements



Exhibit B – GMP Breakdown

BP-10A Specialties						
Aluminum Walkway Package						
<u>Main Street Façade</u>						
Aluminum Awnings - Flat, Suspended	640 sf			65.00	41,600	41,600
Aluminum Awnings - 2 - Coat Kynar Finish	640 sf			12.00	7,680	7,680
						49,280
BP-12A Furnishings						
<u>Arcade</u>						
Graphics & Artwork	1 allowance			10,000	10,000	10,000
<u>Main Street Façade</u>						
Building Signage - 7 ea	1 allowance			17,500	17,500	17,500
						27,500
BP-26A Electrical						
Electrical Package						
<u>Parcel "O" (Coke Bottling Plant)</u>						
Secondary Service	1 ea			7,500	7,500	7,500
Power Circuits	4 ea			750	3,000	3,000
Receptacles	7 ea			750	5,250	5,250
Lighting	34 ea			750	25,500	25,500
<u>Arcade</u>						
Secondary Service	1 ea			7,500	7,500	7,500
Power Circuits	4 ea			750	3,000	3,000
Receptacles	2 ea			750	1,500	1,500
Light Fixtures	13 ea			750	9,750	9,750
<u>Main Street Façade</u>						
Power Circuits	2 ea			750	1,500	1,500
Light Fixtures	19 ea			750	14,250	14,250
						78,750
BP-31A Sitework						
<u>Parcel "O" (Coke Bottling Plant)</u>						
Best Management Practices	4,000 sf			0.50	2,000	2,000
Site Prep - Grade, Fill, Finish	4,000 sf			1.00	4,000	4,000
Sidewalk Repairs	500 sf			10.00	5,000	5,000
						11,000
BP-32A Exterior Improvements						
<u>Parcel "O" (Coke Bottling Plant)</u>						
Hardscaping Pavers & Gravel	620 sf			9.00	5,580	5,580
						5,580
BP-32B Planting and Landscaping						
<u>Parcel "O" (Coke Bottling Plant)</u>						
Landscaping - Plantings, Irrigation	2,023 sf			3.00	6,069	6,069
<u>Arcade</u>						
Landscaping - Rear Entry Space	500 sf			3.00	1,500	1,500
						7,569
Cost of Work Subtotal					575,547	575,547
Construction Contingency	5.00%					28,778
Staffing from above						49,341
General Conditions from above						29,911
Subtotal					108,030	683,577
CM Fee	8.00%					54,687
Subtotal					54,687	738,264
Builders Risk Insurance						3,101
Payment and Performance Bond						8,730
General Liability Insurance	1.00%					7,620
Permit						4,245
Subtotal					23,696	761,960
Total Project						761,960

Exhibit C – GMP Qualifications

This GMP Proposal includes the infrastructure and finish modifications required to complete the renovations of City of Williston Arcade and Main Street Enhancements.

This GMP Proposal is based on the 100% Construction Drawings produced by Walker Architects dated November 24, 2021, site meetings and discussions, and the qualifications below.

Due to current market conditions, this proposal must be accepted within 30 days and construction must begin within 60 days from the date of this submittal.

Division 01- General Conditions

- The estimated project construction duration will be twelve (12) weeks.
- Work will be accomplished during normal work hours. This will include various activities which will cause loud noises.
- A Builder's Risk Insurance and General Liability Insurance policy has been included in this proposal.
- A Payment and Performance Bond has been included in this proposal.
- Costs are included permit fees. Costs are not included for impact fees, tree mitigation fees, or utility disconnect, reconnect, or new service fees. All other permits and fees are excluded including, but not limited to: Utility, City, County, Public Works, DEP, State and/or Water Management. These expenses, if incurred, are to be paid directly by the Owner.
- Costs are not included for architectural, structural, civil, nor engineered design services.
- Provisions for temporary power/water are included in this proposal. It is assumed that some form of power and water will be available from the building for the duration of the project.
- Temporary protection for existing finishes is included.
- Provisions for a temporary job site office trailer are excluded.
- All required temporary enclosures, storage facilities, dumpsters, toilets, signage, etc. have been included as a part of the project.
- Relocation, maintenance or repair of existing M/E/P/FP Systems to accommodate new systems not specifically presented on the project scope of work is excluded. We are not responsible for the existing building systems.
- Hazardous materials removal or mitigation is excluded.
- Moving or relocation of existing furniture, fixtures, and equipment is excluded.
- Costs are not included for floor moisture mitigation.
- Costs are included for material testing and inspections (e.g. soil compaction, pavement & concrete testing, & pipe pressure testing).
- Costs are included for Maintenance of Traffic for the duration of the project.
- Costs are not included for surveying and benchmarks.
- Due to schedule constraints, Owner Direct Purchase, LEED & BIM services are excluded.
- A Construction Contingency of 5% is included to cover estimating variances, and unexpected events in the construction process and schedule. The estimate does not include separate owner or design contingencies.

EXHIBIT A

City of Williston – Arcade and Main Street Enhancements



Exhibit C – GMP Qualifications

Division 02- Existing Conditions

- Demolition of Parcel "O" slab on grade, existing brick wall and existing structure will be performed by the Owner.
- Demolition of Arcade ceilings and wall finishes/sheathing will be performed by the Owner.
- Existing Arcade slab on grade to remain as is at direction of the Owner.
- Demolition of Main Street Façade existing awning will be performed by the Owner.
- Includes demolition of Main Street Façade infilled openings and sidewalk for installation of new canopy columns.

Division 03- Concrete

- Includes Parcel "O" pilaster mat footings and columns, planter footings, and slab on grade as shown.
- Includes form and pour of Main Street column pads as shown.
- Includes termite treatment.
- Excludes Arcade slab on grade. To remain as is at direction of the Owner.

Division 04- Masonry

- Includes Parcel "O" planter boxes as shown.
- Includes using full brick on Parcel "O" concrete pilasters in lieu of the thin brick veneer as indicated on drawings.

Division 05- Metals

- Includes embedded posts and wire mesh panels using aluminum woven wire in lieu of Eco-mesh as indicated in plans at Parcel "O".
- Includes metal gates at the Arcade as shown.

Division 06- Wood, Plastics, and Composites

- Includes Arcade wood framing for wall repairs, new skylight framing and framing associated with infills as shown.
- Includes temporary wood bracing for Parcel "O" North wall.

Division 07- Thermal and Moisture Protection

- Includes fluid applied waterproofing and insulation associated with Arcade as shown.
- Includes waterproofing at new infills as shown.
- Includes necessary roofing repairs associated with installation of new skylights as shown.

Division 08- Openings

- Includes furnish and install of new Special CLPC Velux low profile curb mounted hurricane-rated skylights.
- Includes roofing curb and flashings associated with new skylights as shown.

EXHIBIT A

City of Williston – Arcade and Main Street Enhancements



Exhibit C – GMP Qualifications

Division 09- Finishes

- Includes stucco finish on walls of Arcade.
- Includes stucco finish on Main Street Façade infills including infills labeled TB-2 in lieu of herringbone pattern thin brick.
- Includes acoustical ceiling with tin tiles and molding in Arcade.
- Includes painting of Arcade exterior walls, and roll-on epoxy flooring.
- Includes pressure wash and associated painting of Main Street Façade.

Division 10- Specialties

- Includes furnish and install of aluminum walkway and associated delegated design costs.

Division 12- Furnishings

- Includes \$10,000 allowance for graphics and artwork associated with Arcade.
- Includes \$17,500 allowance for building signage associated with Main Street façade.

Division 26- Electrical

- Includes all electrical work as per the project drawings including power circuits, receptacles, lighting and fixtures as shown.

Division 31- Earthwork

- Includes Parcel "O" site prep including grading, fill and finish.
- Includes Main Street Façade sidewalk infill at locations removed for new canopy columns only.

Division 32- Exterior Improvements

- Includes Parcel "O" hardscaping pavers and gravel.
- Includes Parcel "O" landscaping and irrigation.
- Includes Arcade landscaping at rear entry space.

EXHIBIT A

City of Williston - Arcade and Main Street Enhancements

Exhibit D - GMP Schedule

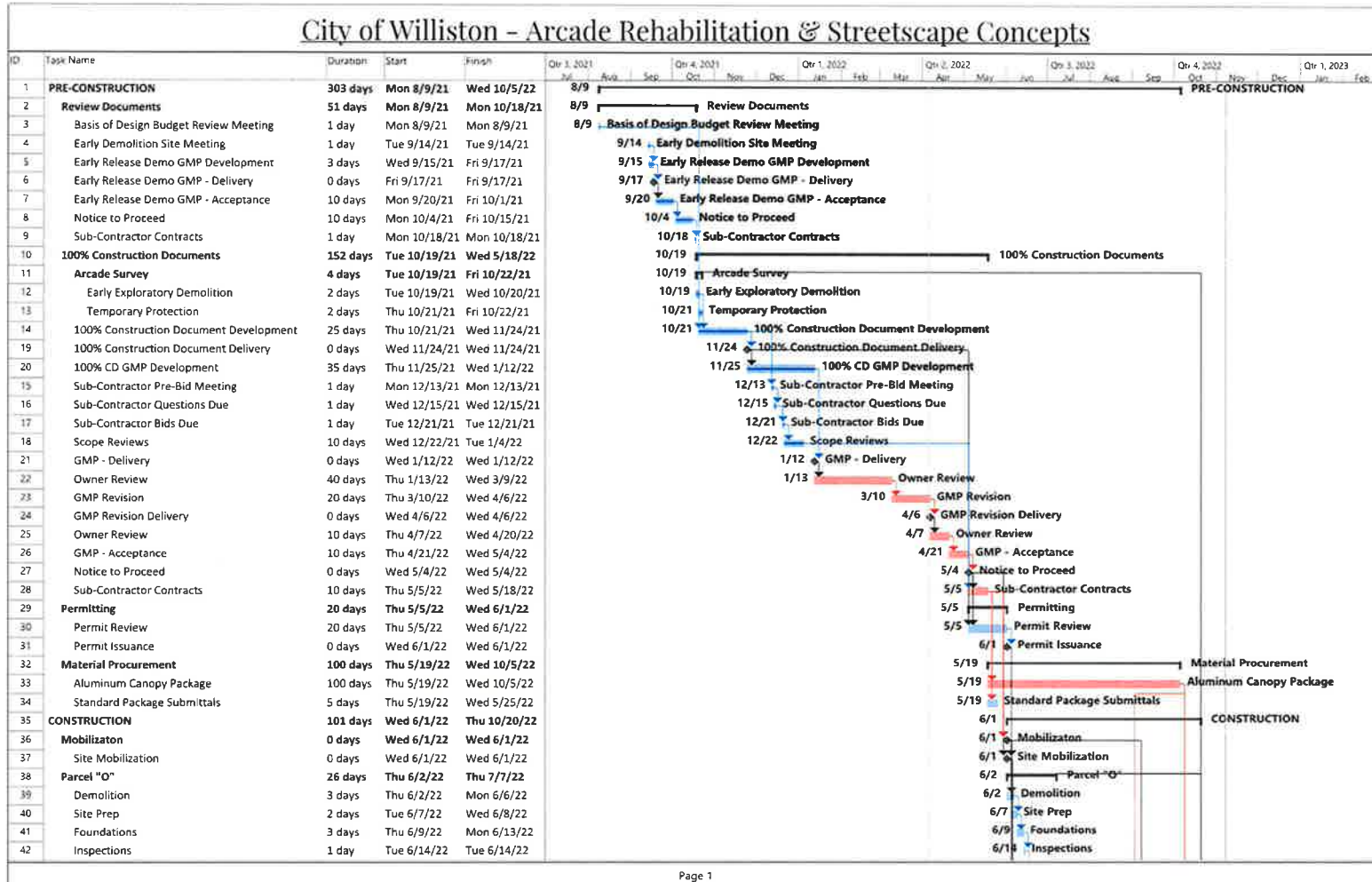
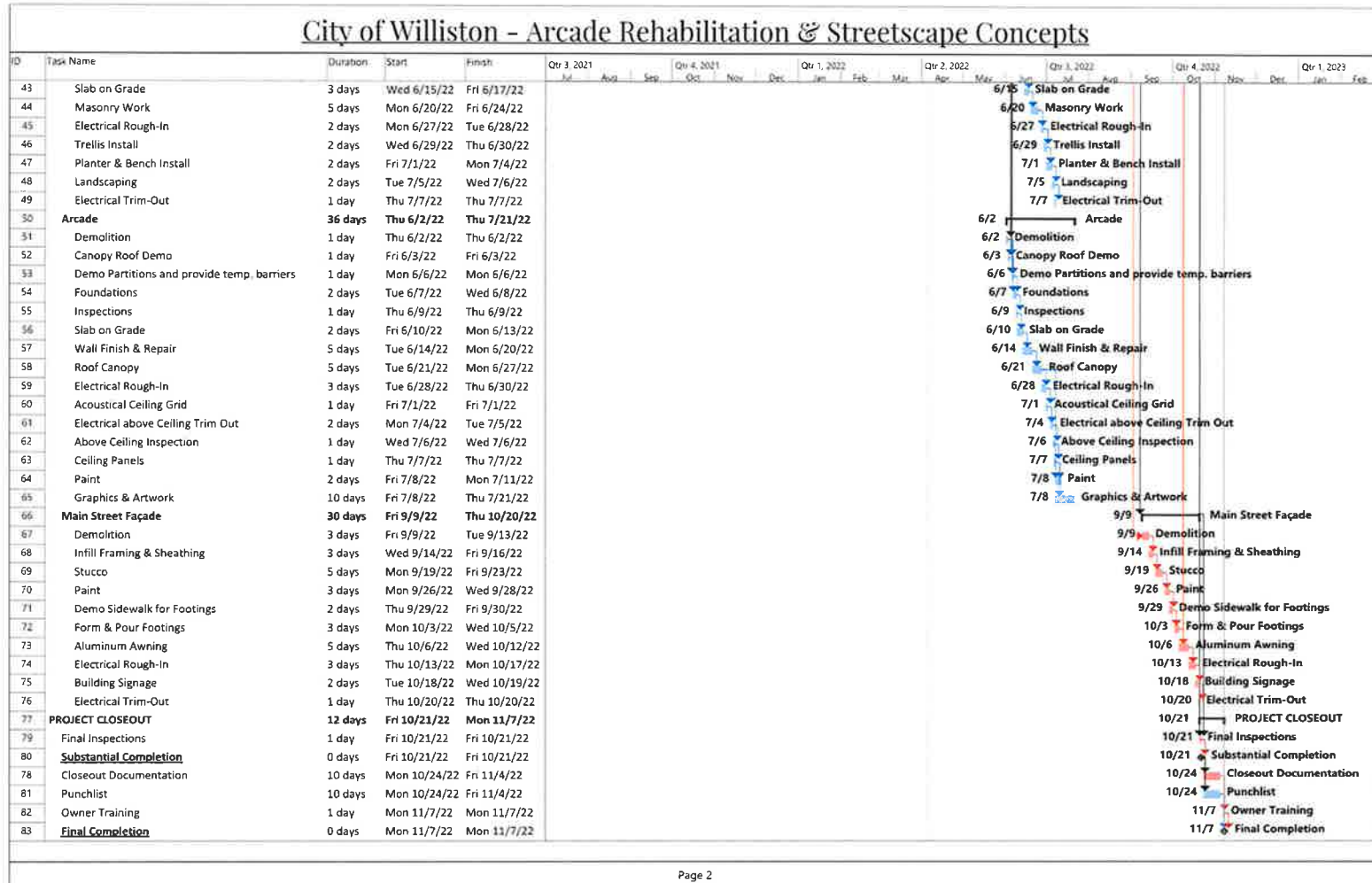


EXHIBIT A

City of Williston - Arcade and Main Street Enhancements

Exhibit D - GMP Schedule



Page 2

EXHIBIT A

City of Williston – Arcade and Main Street Enhancements



Exhibit E – Construction Management Team

NAME	TITLE
Javell Woods	Project Manager
Yosmani Gil	Superintendent
Ian Brown	Assistant Project Manager
Tyler Springer	Project Engineer

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Exhibit F – 100% Construction Documents: Drawings



SHEET #	NAME	DATE
G000	COVER	11/24/2021
G001	GENERAL NOTES, SYMBOL LEGEND AND ABBREVIATIONS	11/24/2021
G010	CODE COMPLIANCE	11/24/2021
G101	LEVEL 1 LIFE SAFETY PLAN	11/24/2021
AD101	ARCADE AND MAIN STREET FACADE DEMOLITION	11/24/2021
AD102	PARCEL O DEMOLITION PLAN	11/24/2021
A010	ARCHITECTURAL SITE PLAN	11/24/2021
A101	ARCADE REHABILITATION	11/24/2021
A102	ARCADE REHABILITATION DETAILS	11/24/2021
A103	MAIN STREET FACADE REHABILITATION	11/24/2021
A104	MAIN STREET FACADE DETAILS	11/24/2021
A105	PARCEL O REHABILITATION	11/24/2021
A106	PARCEL O REHABILITATION DETAILS	11/24/2021
A107	PARCEL O REHABILITATION DETAILS	11/24/2021
S001	GENERAL STRUCTURAL NOTES AND STRUCTURAL DRAWING INDEX	11/24/2021
S002	ABBREVIATIONS, SYMBOL LEGEND AND WIND LOAD INFORMATION	11/24/2021
S101	ARCADE FLOOR & ROOF PLANS	11/24/2021
S102	PARCEL 'O' PLANS, ELEVATIONS & DETAILS	11/24/2021
S201	BUILDING SECTIONS	11/24/2021
S301	SECTIONS AND DETAILS	11/24/2021
S401	SECTIONS AND DETAILS	11/24/2021
E001	ELECTRICAL LEGEND, ABBREVIATIONS, NOTES, & DETAILS	11/24/2021
E002	ELECTRICAL SPECIFICATIONS	11/24/2021
E003	ELECTRICAL SPECIFICATIONS	11/24/2021
E201	ELECTRICAL SITE PLANS - DEMOLITION AND PHOTOMETRICS	11/24/2021
E202	ELECTRICAL PARTIAL SITE PLANS AND ELEVATIONS	11/24/2021

EXHIBIT A

City of Williston – Arcade and Main Street Enhancements



Exhibit F – 100% Construction Documents: Specifications

SECTION #	NAME	DATE
00 0107	SEALS PAGE	11/24/2021
00 0110	TABLE OF CONTENTS	11/24/2021
01 1000	SUMMARY	11/24/2021
01 2000	PRICE AND PAYMENT PROCEDURES	11/24/2021
01 2500	SUBSTITUTION PROCEDURES	11/24/2021
01 3000	ADMINISTRATIVE REQUIREMENTS	11/24/2021
01 3216	CONSTRUCTION PROGRESS SCHEDULE	11/24/2021
01 4000	QUALITY REQUIREMENTS	11/24/2021
01 4216	DEFINITIONS	11/24/2021
01 5000	TEMPORARY FACILITIES AND CONTROLS	11/24/2021
01 6000	PRODUCT REQUIREMENTS	11/24/2021
01 7000	EXECUTION AND CLOSEOUT REQUIREMENTS	11/24/2021
01 7419	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	11/24/2021
01 7800	CLOSEOUT SUBMITTALS	11/24/2021
01 7900	DEMONSTRATION AND TRAINING	11/24/2021
02 4100	DEMOLITION	11/24/2021
03 3000	CAST-IN-PLACE CONCRETE	11/24/2021
04 2000	UNIT MASONRY	11/24/2021
05 5000	METAL FABRICATIONS	11/24/2021
06 0573	WOOD TREATMENT	11/24/2021
06 1000	ROUGH CARPENTRY	11/24/2021
07 1300	SHEET WATERPROOFING	11/24/2021
07 1400	FLUID-APPLIED WATERPROOFING	11/24/2021
07 2100	THERMAL INSULATION	11/24/2021
07 2700	AIR BARRIERS	11/24/2021
07 6200	SHEET METAL FLASHING AND TRIM	11/24/2021
07 7000	FASTENER SCHEDULE	11/24/2021
07 7100	ROOF SPECIALTIES	11/24/2021
07 7200	ROOF ACCESSORIES	11/24/2021
07 9200	JOINT SEALANTS	11/24/2021
08 6200	UNIT SKYLIGHTS	11/24/2021
09 2236	LATH	11/24/2021
09 2400	CEMENT PLASTERING	11/24/2021
09 5400	SPECIALTY CEILINGS - USG	11/24/2021
09 9113	EXTERIOR PAINTING	11/24/2021
10 7300	EXTRUDED ALUMINUM WALKWAY COVERS	11/24/2021
31 3116	TERMITE CONTROL	11/24/2021
32 9300	PLANTS	11/24/2021

EXHIBIT A

City of Williston – Arcade and Main Street Enhancements



Exhibit G – Financing Terms

- The total amount of the project is \$761,960.00.
- A 20% down payment of \$152,392.00 is due upon contract execution.
- The balance to be financed is \$609,568.00, which shall be reimbursed to Oelrich Construction over 36 monthly payments at an interest rate of 9.90%.
- Payments shall be \$19,640.44.
- Final amounts to be determined per the terms of the contract.

Financing Terms

3-Year Term Loan

Down Payment Rate		20%
Down Payment Amount	\$	152,392.00
Interest Rate		9.90%
Years		3
Payments Per Year		12
Loan Amount	\$	609,568.00
Monthly Reimbursement Amount	\$	19,640.44

EXHIBIT A



352.745.7877

OELRICHCONSTRUCTION.COM



Gainesville Office:
275 NW 137th Drive, Ste A
Jonesville, FL 32669

Orlando Office:
428 S. Dillard Street, Ste 103
Winter Garden, FL 34787

CITY COUNCIL AGENDA ITEM

July 19, 2022

TOPIC: Resolution 2022-41 Customer Service Agreement

RESOLUTION 2022-41: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING A REVISED CUSTOMER SERVICE AGREEMENT AND BILLING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

FMPA legal advisors, and the City Attorney encouraged staff that it was time to update the Customer Service Agreement. This revised edition answers more questions relevant to the establishment of new utility services. Over the course of the last twelve months, staff has recorded the complaints and questions given by residents about payments, new service connections, turn-on procedures, billing, ACH withdrawals, late payment deadlines, and additional deposits.

This revision coincides with the changes made by Resolution 2022-36 and Ordinance 2022-698. It is part of modernizing and addressing process controls that have not been evaluated and examined in the last fifteen years. In the packet you will find Exhibit A, which is the new Customer Service Agreement proposal. Second, you will find the current Customer Service Agreement as Exhibit B.

LEGAL REVIEW: YES

FISCAL IMPACTS: NO

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Exhibit A and B

ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**

RESOLUTION 2022-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING A REVISED CUSTOMER SERVICE AGREEMENT FOR UTILITY AND BILLING SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS further information is required to facilitate the opening of utility services and providing transparency and information to facilitate billing services; and

WHEREAS billing due date and fees are clarified; and

WHEREAS the New User Agreement is updated and meets the requirements of the City of Williston and current legal standards; and

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 accepts the changes made and shown as identified in the attached Exhibit A.

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

PASSED AND ADOPTED at a meeting of the City Council this 19th day of July 2022.

CITY OF WILLISTON, FLORIDA

ATTEST:

Debra Jones, Council President

By: _____
Latricia Wright, City Clerk

**APPROVED AS TO FORM AND
LEGALITY:**

By: _____
Kiersten Ballou, Attorney

Exhibit A



Dear Prospective Customer:

To apply for service with the City of Williston Utility Services, you may submit the service application via email, regular mail, or visit our Customer Service Department at 50 NW Main St., Williston, FL 32696. Lobby hours are 7:30 a.m. to 4:00 p.m. Monday thru Friday except holidays. Phone number 352-528-3060 or email customer.service@willistonfl.org. Applications submitted via email or mail require notarized signature.

Please make sure the following information is on the application and the required forms are attached to the application when submitted:

- Complete service address
- Proof of residency, i.e., lease, rental agreement, or proof of ownership
- Requested date of service (next business day or later). New service installations require more time.
- Billing address (if different than service address)
- E-mail address
- Daytime phone number
- Social Security Number
- Emergency Contact/Alternate Contact
- Copy of Driver's License
- Signature

If you have further questions, please contact us at 352-528-3060 or email customer.service@willistonfl.org.

Sincerely,

City of Williston

INITIAL _____



CITY OF WILLISTON

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

UTILITY & BILLED SERVICES CONTRACT AND DEPOSIT AGREEMENT

DATE: _____

SERVICE ADDRESS: _____

TYPE OF ACCOUNT: ☐ RESIDENTIAL ☐ COMMERCIAL

The Customer Service Office collects your social security number for the following purposes: classification of accounts; customer identification and verification; customer billing and payment; creditworthiness; and other lawful purposes necessary in the conduct of City of Williston business. The Customer Service Office may also release your SSN to other commercial entities engaged in the performance of commercial activities as permitted by law, i.e. collection agencies.

This Contract for utility & billed services is subject to the terms and conditions imposed on such services by the City of Williston, as the same may be amended when deemed necessary.

APPLICANT NAME: _____

SOCIAL SECURITY #: _____ PHONE #: _____

DATE OF BIRTH: _____ DL# _____

IF JOINT ACCOUNT, SECOND NAME: _____

SOCIAL SECURITY #: _____ PHONE #: _____

DATE OF BIRTH: _____ DL# _____

MAILING ADDRESS, IF DIFFERENT FROM SERVICE ADDRESS

ADDRESS: _____

CITY: _____ STATE _____ ZIP+4 _____ - _____

EMAIL ADDRESS: _____

EMERGENCY CONTACT

NAME: _____ PHONE #: _____

NAME: _____ PHONE #: _____

LIST ANY OTHER AUTHORIZED PERSON(S) TO MAKE INQUIRIES OR CHANGES TO YOUR ACCOUNT:

INITIAL _____



Exhibit A

Have you ever had City of Williston Utility Services before? ☐ YES ☐ NO If yes, when? _____

Do you have any life support systems or health problems which would require notification prior to disconnection of services?

☐ YES ☐ NO If yes, please note, proper documents **MUST BE ON FILE** with the City of Williston before notification will be given to prevent service disconnections for non-payment.

I expressly consent and authorize the City of Williston, its Authorized Agents, and assignees, for the purpose of servicing my account or to collect any amounts I may owe, to contact me by telephone, text message, or e-mail at any telephone number or e-mail address associated with my account, whether obtained from me or from third parties, including cell phone, which may result in charges to me. Methods of contact may include using pre-recorded/automated voice messages, use of an automatic dialing device, text message, e-mails, and communication via internet sites and/or social and business networking websites as applicable. I understand that consent is not a condition of obtaining utility services. I have read this disclosure and agree that the City of Williston and its Authorized Agents may contact me as described above. _____

Initial Here

The undersigned customer hereby grants the City of Williston Municipal Services ("Utility") a security interest in the service deposit provided for under the agreements to secure payment and performance of all the debts and obligations arising from the provision of utility and other billed services (water, sewer, electric, gas, solid waste disposal, yard lights, fiber and or fires services) to the customer in the ordinary course of business.

Customer Signature

COW Representative

The above Customer and the Utility have duly entered into this agreement on ____/____/____.

Notary required if not completed in COW office:

STATE OF _____ COUNTY OF _____. The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ who is personally known to me Or who has produced _____ as identification.

Notary Public

INITIAL _____



CITY OF WILLISTON COLLECTION OF SOCIAL SECURITY NUMBERS

The Utility Department of the City of Williston is requesting disclosure of your social security number. Such disclosure is (check one) X MANDATORY (pursuant to Section 119.071; and/or in necessary for the performance of the department's prescribed duties and responsibilities; or, X VOLUNTARY.

Collections of your social security number is for the following purpose(s), (check all that apply):

☐ Classification of accounts

☒ Identification and Verification

☒ Credit and Worthiness/ Collections

☐ Billing and Payment

☐ Data Collection

☐ Reconciliation, Tracking, Benefit Processing; and, Social Security Numbers are also used as unique identifiers and may be used for search purposes.

INITIAL _____



REQUESTING A NEW SERVICE OR RECONNECT? TO AVOID DELAYS IN SERVICE CONNECTION:

1. An adult over the age of 18 must be present and be able to go inside the building.
2. Address numbers must be clearly posted on structure.
 - a. Numbers should be clearly visible from roadway.
 - b. Numbers should be of a contrasting color.
 - c. If the structure is over 50 ft. from roadway, additional numbers may be needed near the entrance or driveway.
 - d. Missing address numbers may delay the connection of service.
3. For electric service, all breakers must be turned *off*.
 - a. Main disconnect will be turned *off*.
 - b. All other breakers should be *off* as well.
 - c. After connection, check all inside and outside breakers.
4. For water service, faucets and spigots must be *off*.
 - a. All interior faucets *off*, and water lines secured.
 - b. All exterior spigots *off*, and piping secured.
 - c. Running water may delay the connection of service.
 - d. All customer connections are required to have a customer side shut off.
5. For gas service, all work must be completed by a licensed plumber
 - a. All new or replaced appliances must be installed by the city gas department.
 - b. Pressure tests must be completed by a licensed plumber at owners' expense and inspected by the city for any new service or service that has been disconnected for over twelve months.
 - c. No grounding may be done off the city gas service or customer side gas lines.
 - d. Appointments require 24 hours' notice before requested service.

INITIAL _____



CITY OF

WILLISTON

FLORIDA

50 NW MAIN ST - P.O. DRAWER 160 - WILLISTON FL 32696-0160
 PHONE (352) 528-3060 FAX (352) 528-2877

Utility bills are created on the 25th of every month and mailed as close to the 25th of each month as possible and are **due no later than the 10th of the following month**. If your account is not paid on or before the 10th of the month there will be a \$10.00 penalty charged to your account **FOR EACH METERED SERVICE. WE DO NOT SEND DELINQUENT NOTICES or MAKE PHONE CALLS**. It is the sole responsibility of the customer to check on payment status of your account. If your account is not paid by the 16th of the month, your account will be placed on the cutoff list with the main meter at the location being disconnected. Once placed on the cut-off list, you will be **required** to pay your *current bill*, penalties, **and an additional deposit of \$200.00**. If disconnection occurs, **ALL** charges **MUST** be paid before reconnection will occur. Five days after disconnection all accounts not paid will be finaled.

****Should you decide to utilize our ACH payment option, your account will be drafted the 8th of each month. There is no fee for this option****

You can now pay your bill online at www.willistonfl.org or by calling 844-471-9643 for a 2.5% fee of your total bill with a minimum of \$2.00 charge. You will need to have your PAYID # ready, located on your bill

*****COMMERCIAL ACCOUNTS WILL BE RE-EVALUATED AFTER SIX (6) MONTHS OF SERVICE FOR ADDITIONAL DEPOSITS AND DEPOSITS ARE REFUNDED ONLY WHEN ACCOUNTS ARE CLOSED*****

GARBAGE AND RECYCLE SERVICE PROVIDED BY GFL ENVIRONMENTAL:

One 96-gallon garbage cart and one 18-gallon recycle bin will be provided. Place garbage cart/recycle bin at the curb, clear of all obstacles (mailboxes, power poles, trees, etc.) by at least 4 feet, by **6:00 AM ON FRIDAYS**. Pick-up day is **Friday**, unless there are unforeseen factors, then it will be as soon thereafter. If cart/bin is not out by the curb by the required time, then it will not be picked up until the next week's scheduled day. **All garbage and recycle is on FRIDAYS. Yard debris is picked up every Friday and limited to 2 YDS per week.** Loose yard debris must be bagged in recyclable paper bags or bio-degradable bags and branches no longer than 5 ft or larger than 5 inches in diameter. For **ALL** garbage issues, complaints or questions you **MUST** call GFL at 800-535-9533.

By signing below, I agree that I have been informed of the City of Williston's procedures and received a copy.

<div style="border-top: 1px solid black; margin-top: 5px;"></div>				
CUSTOMER'S SIGNATURE	DATE	PAYID # / ACCOUNT #		



CITY OF WILLISTON

50 N.W. MAIN STREET

P.O. DRAWER 160

WILLISTON, FL 32696-0160

PHONE: (352) 528-3060 • FAX: (352) 528-2877

TODAY'S DATE: _____

CUSTOMER NAME: _____

LOCATION

ADDRESS: _____ E-MAIL: _____

____ OWNER ____ RENTING RENTING FROM: _____

____ COMMERCIAL ACCOUNT ____ RESIDENTIAL ACCOUNT ____ INDUSTRIAL ACCT

MAILING ADDRESS

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

HOME PHONE #: _____ BUSINESS PHONE: _____

SOCIAL SECURITY #: _____ DATE OF BIRTH: _____

DRIVERS LICENSE #: _____

MISCELLANEOUS INFORMATION

EMERGENCY CONTACT NAME & PHONE #: _____

CLOSEST LIVING RELATIVE NAME & PHONE #: _____

ANIMALS AT THIS LOCATION: DOGS _____ CATS _____ OTHER _____

SPOUSE INFORMATION

NAME: _____ DATE OF BIRTH: _____

SOCIAL SECURITY #: _____

DRIVERS LICENSE #: _____

Have you ever had City of Williston Utility Services before? ____ YES ____ NO If yes, when? _____
Do you have any life support systems or health problems which would require notification prior to disconnection of services?
____ YES ____ NO *If yes, please note proper documents **MUST BE ON FILE** with the
City of Williston before notification will be given to prevent service
disconnections for non-payment.*

I AGREE TO ABIDE BY ALL RULES, REGULATIONS AND ORDINANCES OF THE CITY OF WILLISTON AND TO PAY ALL AMOUNTS PROPERLY CHARGED TO MY UTILITY ACCOUNT IN CONNECTION WITH THE PROVIDING OF UTILITIES TO ME BY THE CITY OF WILLISTON.

SIGNATURE: _____

SPOUSE SIGNATURE (IF JOINT APPLICATION): _____

FOR OFFICE USE ONLY

ACCOUNT #: _____ FULL SERVICE ____ RE ____ WA ____ GA

LOCATION #: _____ TEMPORARY SERVICE ____ CE ____ WO ____ GB

REP INITIALS: _____ WORK ORDER#: _____ DE ____ SW ____ YL

HOW DO YOU WANT YOUR BILLS SENT TO YOU? ____ E-MAIL OR ____ REGULAR MAIL

S:/FORMS/FORMS/UTILITY FORMS/UTILITY APPLICATION 9-12-14

Exhibit B



CITY OF

WILLISTON

FLORIDA

50 NW MAIN ST - P.O. DRAWER 160 - WILLISTON FL 32696-0160
PHONE (352) 528-3060 FAX (352) 528-2877

Utility bills are mailed on the 25th of each month, and are **due upon receipt**, but **no later** than the 10th of the following month. (Example billing date of OCT 25th will be due **NO LATER** than NOV 10th). If your account is not paid on or before the 10th of the month there will be a \$10.00 penalty charged to your account **FOR EACH METERED SERVICE. WE DO NOT SEND DELINQUENT NOTICES.** If your account is not paid by the 16th of the month, your account will be placed on the **cutoff list** with the main meter at the location being disconnected. **Cutoff day is the 16th of the month, if on a weekend/holiday cutoff will be the next business day.** At that time, you will be **required** to pay your *current bill, penalties, and an additional deposit of \$200.00.* All charges **MUST** be paid before reconnection will occur. Five days after disconnection all accounts not paid will be finaled.

****Should you decide to utilize our ACH payment option, your account will be drafted the 8th of each month****

You can now pay your bill online at www.willistonfl.org or by calling 844-471-9643 for a 2.5% fee of your total bill with a minimum of \$2.00 charge. You will need to have your PAYID # ready, located on your bill

DEPOSITS:

City of Williston Code of Ordinance states in Section 40.16 Deposits; required.

- A) Deposits for residential service of a city utility shall be refunded after a period of three (3) years, provided, that a good payment record has been maintained for the three-year period.
- B) If, following a refund pursuant to subsection (a), above, the utility customer fails to maintain a good payment record, then a new deposit shall be required.
- C) A good payment record, for the purpose of this section, shall mean that the city records reflect the following:
 - 1) No more than one late charge during the three-year period;
 - 2) No disconnections or discontinuances of service; and
 - 3) No evidence of meter tampering or damage

*****COMMERCIAL ACCOUNTS WILL BE RE-EVALUATED AFTER SIX (6) MONTHS OF SERVICE FOR ADDITIONAL DEPOSITS AND DEPOSITS ARE REFUNDED ONLY WHEN ACCOUNTS ARE CLOSED*****

GARBAGE AND RECYCLE SERVICE PROVIDED BY GFL ENVIRONMENTAL:

One 96-gallon garbage cart and one 18-gallon recycle bin will be provided. Place garbage cart/recycle bin at the curb, clear of all obstacles (mailboxes, power poles, trees, etc.) by at least 4 feet, by **6:00 AM ON FRIDAYS**. If cart/bin is not out by the curb by the required time, then it will not be picked up until the next week's scheduled day. **All garbage and recycle is on FRIDAYS.** **Yard debris is picked up every Friday and limited to 2 YDS per week.** Loose yard debris must be bagged in recyclable paper bags or bio-degradable bags and branches no longer than 5 ft or larger than 5 inches in diameter. For garbage issues or questions please call GFL at 800-535-9533.

POSTING OF BUILDING NUMBERS:

Per City of Williston Code of Ordinances Section 34-102, new and existing buildings must have address numbers visible and legible from the street. Inquire about details on number specifications. **Utilities will not be connected if the location is not in compliance with this ordinance.**

By signing below, I agree that I have been informed of the City of Williston's procedures and received a copy.

CUSTOMER'S SIGNATURE

DATE

PAYID # / ACCOUNT #

CITY OF WILLISTON UTILITY SERVICES, RATES, TAXES & DEPOSITS

REVISED: February 2020

Exhibit B

ELECTRIC

RESIDENTIAL

All KWH's (Inside)	\$0.081840
All KWH's (Outside)	\$0.090020
Service Charge (INSIDE)	\$8.00
Service Charge (OUTSIDE)	\$8.80
Cost Adjustment	Variable

COMMERCIAL (NON-DEMAND)

All KWH's	\$0.085380
Service Charge	\$15.00
Cost Adjustment	Variable

COMMERCIAL (DEMAND)

All KWH's	\$0.065970
All KW Demand	\$5.00
Service Charge	\$25.00
Cost Adjustment	Variable

COMMERCIAL (LARGE DEMAND)

All KWH's	\$0.061000
All KW Demand	\$6.00
Service Charge	\$50.00
Cost Adjustment	Variable

SEWER

COMMERCIAL

Service Charge	\$33.75
PLUS CONSUMPTION ON WATER MTR:	
\$0.1350 per 100 GAL's up to first 5000 GAL's	
\$0.1620 per 100 GAL's over 5000 GAL's up to 10,000 GAL's	
\$0.2700 per 100 GAL's over 10,000 GAL's up to 15,000 GAL's	
\$0.3380 per 100 GAL's over 15,000 GAL's up to 20,000 GAL's	
\$0.4050 per 100 GAL's over 20,000 GAL's	

RESIDENTIAL

Service Charge	\$33.75
PLUS CONSUMPTION ON WATER MTR:	
NO CONSUMPTION CHARGE up to first 5000 GAL's	
\$0.1350 per 100 GAL's over 5000 GAL's up to 10,000 GAL's	
\$0.1620 per 100 GAL's over 10,000 GAL's up to 15,000 GAL's	
\$0.2700 per 100 GAL's over 15,000 GAL's up to 20,000 GAL's	
\$0.3380 per 100 GAL's over 20,000 GAL's up to 25,000 GAL's	
\$0.4050 per 100 GAL's over 25,000 GAL's	

WATER

RESIDENTIAL & COMMERCIAL

Service Charge- Inside City Limits	\$9.30
Service Charge- Outside City Limits	\$10.23
PLUS CONSUMPTION:	
\$0.16 per 100 GAL's up to first 5000 GAL's	
\$0.19 per 100 GAL's over 5000 GAL's up to 10,000 GAL's	
\$0.31 per 100 GAL's over 10,000 GAL's up to 15,000 GAL's	
\$0.39 per 100 GAL's over 15,000 GAL's up to 20,000 GAL's	
\$0.47 per 100 GAL's over 20,000 GAL's	

GARBAGE & RECYCLE

RESIDENTIAL

Monthly Minimum - Once a week/1 Can	\$12.89
This includes recycling and yard trash	

Recycle Collections - Wednesday

COMMERCIAL

Accounts are based on	Variable
- how many cans or size of dumpster	
- and how many pick ups weekly.	

YARD LIGHT

RESIDENTIAL & COMMERCIAL

Monthly - Per Light	\$10.00
175 Watt Lamp	

GAS

RESIDENTIAL & COMMERCIAL

Service Charge - Inside City Limits	\$6.00
Service Charge - Outside City Limits	\$6.60
PLUS - Per 100 Cubic Feet	Variable
Commercial Over 30,500 Cubic Feet	Variable

NEW SERVICE HOOK-UPS

Electric Service New Construction	\$60.00
PLUS (to be billed later)	
Overhead - Per Foot	\$2.00
Underground - Per Foot	\$5.00
Temporary Pole Rental Construction	\$300.00
Gas Service Commercial & Residential	\$300.00
PLUS (to be billed later)	
After first 100ft, per foot charge	\$1.50
Water 3/4" Service	\$510.00
PLUS (to be billed later)	
Over 3/4" - % of actual cost	125%
Sewer Connection	\$600.00
PLUS (to be billed later)	
After first 50ft, per additional foot	\$3.50

DEPOSITS

Residential & Commercial Service	Minimum	\$200.00
----------------------------------	---------	----------

Commercial deposits will be re-evaluated after 6 months

MISCELLANEOUS FEES

Connect Fee Per Mtr	\$20.00
Return Check Fee	\$20.00
Transfer Fee	\$20.00
After Hours Reconnect	\$25.00

TAXES

PUBLIC SERVICE TAX	10% ON \$ AMOUNT OF ELECTRIC, YARD LIGHT, GAS, WATER (INSIDE CITY) COMMERCIAL & RESIDENTIAL
GROSS RECEIPTS TAX	2.5% ON \$ AMOUNT OF ELECTRIC, YARD LIGHT, COST ADJUSTMENT & SALES TAX (INSIDE/OUTSIDE CITY) COMMERCIAL & RESIDENTIAL
	2.5% MULTIPLIED BY ANNUAL INDEX TIMES TOTAL CONSUMPTION FOR GAS (INSIDE/OUTSIDE CITY) COMMERCIAL & RESIDENTIAL
SALES & COUNTY TAX	7.95% ON \$ AMOUNT ELECTRIC (INSIDE/OUTSIDE CITY) COMMERCIAL ONLY
	7% ON \$ AMOUNT GAS (INSIDE/OUTSIDE CITY) COMMERCIAL ONLY



CITY OF
WILLISTON
FLORIDA

50 NW MAIN ST - P.O. DRAWER 160 - WILLISTON FL 32696-0160
PHONE (352) 528-3060 FAX (352) 528-2877

**NOTICE TO PERSONS / CUSTOMERS REGARDING
COLLECTION OF SOCIAL SECURITY NUMBERS**

The City of Williston's, Airport, Fire, Police, and Utility departments collect the Social Security Number of persons who:

1. Apply for employment or are employed by the various departments within the city.
2. Apply to volunteer with any of the city's departments.
3. Apply to qualify with a firearm pursuant to HR 218, The National Concealed Carry Act for Retired Law Enforcement Officers.
4. Are arrested or being investigated by the Police Department.
5. Require emergency response services for vehicle, medical or fire accidents.
6. Apply to lease land or buildings owned by the city.
7. Apply for a utility account with the city.

Social Security Numbers are collected by the City of Williston agencies for the following purposes, which are imperative for the performance of duties and responsibilities prescribed by law:

1. For identification and verification.
2. To conduct background and investigations.
3. To properly administer and report withholding of income taxes, Social Security, and Medicare taxes. As well as, administer pension plans; workmen's compensation claims, medical benefits, and other items pursuant to State and Federal laws.
4. To determine criminal history and to verify wants, warrants, and /or capias.
5. To evaluate credit worthiness in establishing utility accounts and leasing agreements.
6. For customer utility billing and payment purposes.
7. For payment collection purposes.
8. For insurance billing and payment purposes.

Social Security Numbers are also used as a unique numeric identifier and may be used for search purposes by any of the City's agencies. The City of Williston may also release your Social Security Number to other commercial entities engaged in the performance of commercial activities as required or permitted by law.

CITY COUNCIL AGENDA ITEM

July 19, 2022

TOPIC: Emergency Repair for Top of the Hill Well

RESOLUTION 2022-42: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON WELL NUMBER TWO EMERGENCY REPAIR; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

The City of Williston has four operating Water wells. The Top of the Hill Well is identified as Well #2. On June 30th, 2022, Well #2 had a shaft broken and motor malfunction. Further damage was sustained by the sleeves and bearings.

An immediate temporary fix was initiated by staff. Well # 1 was further put into service replacing the source of potable water that Well # 2 usually provides. Further the staff implemented a boil water notice and had Bacteriological testing immediately preformed. The test results came back by July 2nd, 2022. They were negative for any contamination. Staff rescinded the boil water notice immediately.

The same day the well went out of service, staff arranged for Mark and Mitch Rowe from Rowe Well and Pump Services, LLC to diagnosis the issues. This is the emergency quote to restore functionality to Well # 2 and continue normal operations for Water services.

This resolution gives the Council President authority to sign documents related to the proposal to order parts and have work performed.

LEGAL REVIEW: None

FISCAL IMPACTS: YES / ARPA funding

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Resolution 2022-42

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2022-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON WELL NUMBER TWO EMERGENCY REPAIR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 30th, 2022, the City of Williston experience a Water well malfunction; and

WHEREAS the City has determined that it is necessary to facilitate an immediate repair to restore functionality of the Top of the Hill, Well number two; and

WHEREAS Rowe Well and Pump Services, LLC have submitted a quote to repair and restore the Top of the Hill well to active service; and

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 accepts the quote and contract from Rowe Well and Pump Services, LLC hereby exhibited as Appendix A.

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

PASSED AND ADOPTED at a meeting of the City Council this 19th day of July, 2022.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, President, Council President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Kiersten Ballou, Attorney

July 11, 2022

Donald Barber
Public Works Supervisor
City of Williston
50 NW Main Street
Williston, FL 32696

RE: Amended Quote - Well #2 Pump Repairs

Dear Mr. Barber,

On July 5, work commenced on the extraction of the supply pump located in the City's #2 supply well. Upon extraction of the equipment, it was noted that the line shafting was broken at both the stuffing box and at the top of the bowl shaft. Extensive damage to the bowl assembly was observed, as the bearings wear worn completely away to the point where the bowl shaft had beaten out the bowl castings where the bearings seat.

Further damage was evidenced by the Monel sleeves slipping from their positions on the shafts where the shafts travel in the rubber bearings, with many of the rubber bearings themselves found to be beaten out of their seats completely where they mount in the combination couplings. Most all of the pump column had to be cut, as the joints could not be broken lose at the combination couplings.

Based on these factors, it has been determined that the pump failure initially started with the bowl shaft breaking while the pump was in operation, with further damage to the shafting and bearings caused by the continued pump operation with no lubrication, particularly on the components located above the water level. Given the excessive level of stress and vibration on all the components, it is strongly suggested that all of the components below the discharge head be replaced.

Therefore, in order to restore operation of the well, we propose the following:

- mob and demob of crane, crew and tooling
- *remove pumping equipment from well (incurred)*
- perform deep well camera survey
- provide and install new pumping equipment, detailed as follows:
 - (1) new Flowserve 12ENL 3-stage bowl, detailed as follows:
 - cast iron bowls, glass lined
 - bronze impellers
 - 10" suction case with stainless steel cone strainer
 - 8" discharge case
 - stainless steel hardware
 - (1) new 8" x 60" bottom column assembly:
 - .277 wall black steel column
 - 1-1/4" stainless steel line shaft with coupling
 - drop-in style bronze bearing retainer with Buna bearing
 - (11) new 8" x 120" intermediate column assemblies:

- .277 wall black steel column
 - 1-1/4" stainless steel line shafts with couplings
 - drop-in style bronze bearing retainers with Buna bearings
- (1) new 8" x 60" head column assembly, detailed as follows:
 - .277 wall black steel column
 - 1-1/4" stainless steel head shaft with coupling
- (1) new 1-1/4" stainless steel motor shaft with adjustment nut, key and set screw
- blast and epoxy coat Layne discharge head
- blast and recoat Layne sole plate
- recondition pump stuffing box, detailed as follows:
 - blast and epoxy coat
 - new bronze sleeve bearing
 - new packing
 - new stainless steel hardware
- new poly airline with altitude gauge
- disinfect pump and well
- reinstall and wire VHS motor
- form and pour new grout cap on pump pedestal
- perform startup and testing of pumping equipment

Total cost: \$45,485.00

Exclusions:

- *Bacteriological testing to be performed by the Owner.* If desired, testing can be provided at additional costs.
- *This proposal provides for the repairs of the of the components stated above only.* In the event that additional issues are discovered with the equipment beyond the scope of work described, the Owner will be notified and suggestions regarding corrective measures will be offered.
- *No provisions for repairs or servicing of the VHS motor are offered in this proposal.* If desired, these services can be provided at additional costs.
- *Pricing is valid for 30 days.*

The equipment proposed for use is comparable in design and output to that of what it would replace. All new equipment and workmanship is provided with a one year warranty from the date of installation. Current delivery time on the materials is 1-2 weeks from the time the order is placed. As understood, well pump off following reinstallation of the equipment would be performed through the fire hydrant on site, with no further provisions for pumping to waste required.

The total costs are inclusive of the work already incurred with pulling the equipment, and with the proposed work and materials in providing and installing the equipment stated as well as the deep well video survey. The survey would provide verification of static water level, casing depth and condition, total well depth and open bore hole condition. A digital copy would be provided to the Owner at the conclusion of the survey.

If you have any questions or need further assistance, please don't hesitate to contact me.

Sincerely,

Mitch

Mitch Rowe
Rowe Well and Pump Services, LLC
(850)966-0088

CITY COUNCIL AGENDA ITEM

July 19, 2022

TOPIC: Emergency Water Leak Road Repair

RESOLUTION 2022-48: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AN EMERGENCY AGREEMENT WITH V.E. WHITEHURST & SONS, INC., TO REPAIR ROADWAY DAMAGE LOCATED ON EAST NOBLE; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

On June 14th, 2022, the water crew received notice that there was a water leak in front of Bubba Q's on East Noble. Due to the roadway being under Department of Transportation jurisdiction, lane closures and a stringent process control had to be followed for resolution. DOT inspected and assisted with the lane closure, and locates were called in. On June 27th, 2022, the repair to the water line was made. During the repair DOT personnel were on-site to advise for State of Florida requirements. DOT stated the city was required to repave the road after compaction tests were performed. Compaction testing has finished. Now DOT is requesting permanent repairs be made. The lump sum price of the project is \$23,190.00.

V.E. Whitehurst & Sons, INC. has provided a quote to do the work and was recommended by DOT personnel. The quote is in the packet, listed as Exhibit A.

LEGAL REVIEW: NO

FISCAL IMPACTS: Yes

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Exhibit A

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2022-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AN EMERGENCY AGREEMENT WITH V.E. WHITEHURST & SONS, INC., TO REPAIR ROADWAY DAMAGE LOCATED ON EAST NOBLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On Monday, June 27th, 2022, the Public Works department repaired a water leak at 143 E Noble Avenue; and

WHEREAS that water leak caused damaged to the DOT roadway that must be repaved; and

WHEREAS the City of Williston agrees to engage the services of V.E. Whitehurst & Sons, Inc. to make the necessary repairs to Department of Transportation design and standards.

NOW, THEREFORE, BE IT RESOLVED 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 accepts the quote submitted by V.E. Whitehurst & Sons, Inc. as identified in the attached Exhibit A.

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

PASSED AND ADOPTED at a meeting of the City Council this 19th day of July, 2022.

CITY OF WILLISTON, FLORIDA

ATTEST:

Debra Jones, Council President

By: _____
Latricia Wright, City Clerk

**APPROVED AS TO FORM AND
LEGALITY:**

By: _____
Kiersten Ballou, Attorney

V. E. WHITEHURST & SONS, INC.

20551 N.E. 75th Street
Williston, Florida 32696
PHONE (352) 528-2101 FAX (352) 528-3857

Exhibit A

William J. Whitehurst
President

Jack W. Whitehurst
Vice President

Devin C. Whitehurst
Treasurer

J. Chris Burleson
Secretary

July 12, 2022

TO: Jonathen Bishop
City of Williston
50 NW Main ST
Williston, FL 32696
Fax: (352) 528-3060
Email: jonathen.bishop@willistonfl.org

FROM: Devin Whitehurst

RE: US 27 Repairs (Bubbaque's Entrance)
Williston, Florida

The following is our price for the items listed on the above referenced project, based upon the information and quantities submitted to us. Our prices are job specific.

Scope of Work

Milling & Resurface existing roadway where road has been damaged due to water main break. Mill roadway 3.50" and pave back a 2" lift of Structural Asphalt and a 1.50" lift of Friction Asphalt. Length of project is 130' long by 12' wide (175 SY) as defined by the limits given by FDOT. This price will include restriping of white edge line stripe removed by milling in paint (no thermoplastic paint). This price does not include any MOT, Quality Control, Concrete Work or Permits.
Lump Sum price - \$23,190.00

This price is based on one (1) mobilization. Prices are valid for 30 days. Should V.E. Whitehurst & Sons, Inc. (VEW here forward) receive any increases in the cost of liquid asphalt, aggregate, freight, or fuel beyond this date, then our prices above will be adjusted to reflect any and all increases.

All prices quoted are current prices. Beginning 10/01/2022, all asphalt prices are subject to increase on a quarterly basis, for the duration of the project, at the rate of 6.5% to cover the cost of material / aggregate increases.

VEW will not be responsible for any maintenance of traffic. All maintenance of traffic will be the responsibility of the City of Williston. Any additional mobilizations will be \$3,500.00 each. If any curb is installed prior to paving, then there will be a surcharge in addition to the paving price to accommodate for the time required to work around this obstacle. If there is less than a 1% slope in the area to be paved, VEW will not be responsible for any standing water that may occur in or on the paved surface. VEW will not be responsible for adjusting any manholes or utility valves. All paving will be done during daylight hours, NO NIGHT WORK. VEW will not install asphalt paving on to any surface that is not either primed, if paving on base material, or tacked, if overlaying on any other surface. VEW will not be responsible for any irregularities or structural damages to the final surface of asphalt paving caused by others, after completion of the job. These prices DO NOT include the cost of any Quality Control or Testing. If required, VEW can provide QC & Testing for an additional charge. Dump trucks must be able to back into the asphalt paver at all times for the paving price to be valid.

Exhibit A

If there are any questions regarding this matter, please do not hesitate to let us know.

Sign

Date

Printed name and Title



