

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

DATE: TUESDAY, OCTOBER 18, 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:

Interim City Manager Terry Bovaird
City Attorney Scott Walker
City Clerk Latricia Wright
Attorney Kiersten Ballou

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ITEM – 2 – PROCLAMATION RECOGNIZING “OCTOBER 17-23 AS FLORIDA CITY GOVERNMENT WEEK”. MAYOR CHARLES GOODMAN.

ITEM – 3 – MAYOR’S STUDENT OF THE MONTH: Corrine Stinson kindergarten, Joyce Bullock Elementary, Maybree Whitehurst, 5th grade, Williston Elementary School, Collyns McGowan, 6th grade, Williston Middle High School.

ITEM – 4 – SWEARING IN OF OFFICER JASON GODKIN. MAYOR CHARLES GOODMAN.

ITEM – 5 – PUBLIC PARTICIPATION

ITEM – 6 – CONSENT AGENDA – (pp 6-9)

- Council minutes from October 4, 2022

ITEM – 7 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- INTERIM CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL

ITEM – 8 – NEW BUSINESS –

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- A. DISCUSSION WITH POSSIBLE ACTION: NATURAL GAS BULK PRICE WORKSHOP. KATIE HALL/TAYLOR MORGAN, FGU AND DONALD BARBER PUBLIC WORKS SUPERVISOR. (pp 10)
- B. RESOLUTION 2022-85: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE COUNCIL PRESIDENT TO AUTHORIZE THE SIGNING OF CONTRACTS FOR THE INFRASTRUCTURE, LABOR AND MATERIALS FOR COUNTRY LANE ESTATES DEVELOPMENT OF NATURAL GAS AND ENTER INTO AN AGREEMENT WITH ARMSTRONG HOMES AND LENNAR HOMES, INC.; AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER, PUBLIC WORKS SUPERVISOR AND KATIE HALL/TAYLOR MORGAN, FGU. (pp 11-30)

OPEN 1ST PUBLIC HEARING

- C. 2ND READING ;ORDINANCE 2022-702: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF WILLISTON, FLORIDA; PURSUANT TO APPLICATION RZ-2022-04, ACE HARDWARE (PARCEL #0553300000) SUBMITTED BY THE PROPERTY OWNER AND UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 166, FLORIDA STATUTES; CHANGING THE ZONING CLASSIFICATION ON THE FOLLOWING DESCRIBED PROPERTY FROM RESIDENTIAL DUPLEX TO COMMERCIAL INTENSIVE ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON, FLORIDA; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 31-37)
- D. 2ND READING; ORDINANCE 2022-703. AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF WILLISTON COMPREHENSIVE PLAN PURSUANT TO AN APPLICATION BY COVINGTON FPC, LLC., FOR 47.9 +/- ACRES IDENTIFIED AS NUMEROUS PARCELS (ATTACHED AS EXHIBIT A) ON THE OFFICIAL RECORDS OF THE LEVY COUNTY PROPERTY APPRAISER, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 163, FLORIDA STATUTES; CHANGING ZONING AND THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL TO MIXED USE ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON, FLORIDA, DESCRIBED HEREIN; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES.(pp 38-48)

CLOSE PUBLIC HEARING

CITY OF WILLISTON, FLORIDA
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- E. RESOLUTION 2022-84: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE COUNCIL PRESIDENT TO AUTHORIZE THE PURCHASE OF TRANSFORMERS FOR THE BARN WELL UPGRADES; AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER, PUBLIC WORKS SUPERVISOR. (pp 49-50)
- F. RESOLUTION 2022-86: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY COUNCIL PRESIDENT TO AUTHORIZE THE SIGNING OF A CONTRACT FOR THE PURCHASE OF ELECTRICAL DEPARTMENT FLEET SQUIRT TRUCK WITH ATLEC, INC.; AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER, PUBLIC WORKS SUPERVISOR. (pp 51-62)
- G. RESOLUTION 2022-87: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON COUNCIL PRESIDENT TO AUTHORIZE THE SIGNING OF A CONTRACT WITH HYDA SERVICES, INC., TO WORK ON THE CITY BARN WELL REPLACEMENT CONTROL PANEL; AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER, PUBLIC WORKS SUPERVISOR. (pp 63-65)
- H. RESOLUTION 2022-88: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY COUNCIL PRESIDENT TO AUTHORIZE THE SIGNING OF A CONTRACT WITH EDMONDS GOVTECH, INC.; AN PROVIDING AN EFFECTIVE DATE. AARON MILLS, IT DIRECTOR. (pp 66-75)
- I. RESOLUTION 2022-90: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING ACCEPTANCE AND EXECUTION OF THE GRANT AWARDED BY THE FLORIDA DEPARTMENT OF STATE TO MAKE IMPROVEMENTS TO THE CITY OWNED PARK, CORNELIUS WILLIAMS SPORTS COMPLEX. CITY PLANNER LAURA JONES. (pp 76-107)
- J. DISCUSSION WITH POSSIBLE ACTION: COWBOY HERITAGE-FLORIDA CRACKER BEEF CATTLE. CITY PLANNER LAURA JONES. (pp 108-111)
- K. DISCUSSION WITH POSSIBLE ACTION: DIRECTIVE ON ORDERING OF DEVELOPMENT AND EMERGENCY ELECTRIC INFRASTRUCTURE INVENTORY. TERRY BOVAIRD, INTERIM CITY MANAGER AND DONALD BARBER, PUBLIC WORKS SUPERVISOR. (pp 112)
- L. DISCUSSION WITH POSSIBLE ACTION: SCRAP FUND IMPROVEMENTS ON ELECTRIC BARN. DONALD BARBER, PUBLIC WORKS SUPERVISOR AND MICHAEL MILLER, ELECTRIC SUPERVISOR. (pp 113)
- M. DISCUSSION WITH POSSIBLE ACTION: CITY HALL SIDEWALKS. DONALD BARBER, PUBLIC WORKS SUPERVISOR. (pp 114-117)

ITEM – 9 – PUBLIC PARTICIPATION

ITEM - 10 - ANNOUNCEMENTS

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

ITEM – 11 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING NOVEMBER 8, 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;
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.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

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, OCTOBER 4, 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 -absent
Councilmember Zach Bullock
Councilmember Elihu Ross-absent

OTHERS:

Interim City Manager Terry Bovaird
City Attorney Scott Walker
City Clerk Latricia Wright
Attorney Kiersten Ballou-absent

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and Pledge of Allegiance led by Mayor Goodman.

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

Motion to approve agenda by Vice-President Robinson. Seconded by Councilmember Bullock.

ITEM – 2 – PROCLAMATION RECOGNIZING “DISABILITY EMPLOYMENT AWARENESS MONTH”. MAYOR CHARLES GOODMAN. Ready by Mayor Goodman.

ITEM – 3 – PUBLIC PARTICIPATION – newly elected Jason Whistler introduced himself to the Council and public.

ITEM – 4 – CONSENT AGENDA – Motion to approve Consent Agenda by Vice-President Robinson. Seconded by Councilmember Bullock.

- Council minutes from September 20, 2022

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- INTERIM CITY MANAGER TERRY BOVAIRD – gave an update on Hurricane Ian preparedness. All staff worked together well and thanked Council President Jones and Vice-President Robinson, former Mayor Jerry Robinson and IT Manager Aaron Mills for preparing meals.
- STAFF – Chief Rolls thanked Brooke Willis and Matt Fortney for stepping up to the plate during Hurricane Ian.
- Utility Director Jonathen Bishop announced the Utility Department has applied for a \$30,000 grant for equipment that will alert gas and carbonation leaks.
- COUNCIL

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

ITEM – 6 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: RON BEASLEY STADIUM PARK PROPERTY. Property owner Ron Beasley discussed with the Council the issue of having to put a sidewalk in front of his property that he purchased several months ago. Along with several others that purchased Stadium Park property.

OPEN 1ST PUBLIC HEARING

- B. 1ST READING ;ORDINANCE 2022-702: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF WILLISTON, FLORIDA; PURSUANT TO APPLICATION RZ-2022-04, ACE HARDWARE (PARCEL #0553300000) SUBMITTED BY THE PROPERTY OWNER AND UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 166, FLORIDA STATUTES; CHANGING THE ZONING CLASSIFICATION ON THE FOLLOWING DESCRIBED PROPERTY FROM RESIDENTIAL DUPLEX TO COMMERCIAL INTENSIVE ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON, FLORIDA; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. – Swore in City Planner Laura Jones. Motion to approve 1st ready made by Councilmember Bullock. Seconded by Vice-President Robinson. Motion carried 3-0.

OPEN 2ND PUBLIC HEARING

- C. 1ST READING; ORDINANCE 2022-703. AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE FUTURE LAND USE MAP OF THE CITY OF WILLISTON COMPREHENSIVE PLAN PURSUANT TO AN APPLICATION BY COVINGTON FPC, LLC., FOR 47.9 +/- ACRES IDENTIFIED AS NUMEROUS PARCELS (ATTACHED AS EXHIBIT A) ON THE OFFICIAL RECORDS OF THE LEVY COUNTY PROPERTY APPRAISER, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 1.63 FLORIDA STATUES; CHANGING THE FUTURE LAND USE CLASSIFICATION FROM COMMERCIAL TO MIXED USE ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON, FLORIDA, DESCRIBED HEREIN; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. – City Attorney Scott Walker re-read Ordinance 2022-703 with corrections. Swore in City Planner Laura Jones, Airport Manage Benton Stegall, and Kathy Ebaugh. Motion to approve 1st reading of Ordinance 2022-703 by Councilmember Bullock. Seconded by Vice-President Robinson. Motion carried 3-0.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

CLOSE PUBLIC HEARING

- D. RESOLUTION 2022-78: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WILLISTON AND SAFEUILT, LLC., FOR BUILDING INSPECTION SERVICES; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES.
Motion to approve Resolution 2022-78 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 3-0.
- E. RESOLUTION 2022-79: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WILLISTON AND 1220G DEVELOPMENT, LLC., REGARDING UTILITY SERVICES TO MORALES/GODDARD RV PARK; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES AND PUBLIC WORKS SUPERVISOR DONALD BARBER.
Motion to approve Resolution 2022-79 with revision noting Council President will execute memorandum by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 3-0.
- F. RESOLUTION 2022-81: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR THE PLANNING DEPARTMENT WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES.
Motion to approve Resolution 2022-81 by Councilmember Bullock. Seconded by Vice-President Robinson. Motion carried 3-0.
- G. DISCUSSION WITH POSSIBLE ACTION: MUTUAL AID AGREEMENT. INTERIM CITY MANAGER TERRY BOVAIRD/PUBLIC WORKS SUPERVISOR DONALD BARBER.
Interim City Manager Bovaird discussed doing a Mutual Aid Agreement with the difference cities around Williston. This agreement will allow each city to assist each other when there are repairs that will need assistance from other cities. Council asked Interim Manager Bovaird, to bring back a sample agreement to review.
- H. DISCUSSION WITH POSSIBLE ACTION: CREDIT CARDS AND LIMIT FOR COUNCIL PRESIDENT JONES AND INTERIM CITY MANAGER. COUNCIL PRESIDENT DEBRA JONES.

CITY OF WILLISTON, FLORIDA
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Motion to approve Interim City Manager Terry Bovaird receiving a city credit card with a credit limit of \$10,000 and Council President Debra Jones receiving a city credit card with a credit limit of \$2,000 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 3-0.

ITEM – 7 – PUBLIC PARTICIPATION – Mr. Albert Fuller asked the Council to think about bringing back “Impact Fees”.

ITEM - 8 – ANNOUNCEMENTS – City Clerk announced the city is accepting applications for the Veteran’s Day Parade. Williston Peanut Festival Saturday October 15th. City Attorney Scott Walker announced his office will be offering Ethic Training in December. Vice-President Robinson thanked the staff for the wonderful basket. Councilmember Bullock reminded everyone to not forget about the Williston baseball team.

ITEM – 9 – ADJOURNMENT – Motion to adjourn at 8:15 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried.

NEXT SCHEDULED COUNCIL MEETING OCTOBER 18, 2022, AT 6:00 P.M.

CITY COUNCIL AGENDA ITEM

October 18th, 2022

TOPIC: Discussion with Possible Action / Natural Gas Bulk Price Workshop

Requested By: Katie Hall or Taylor Morgan, FGU / Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

With the natural gas market skyrocketing and the forecast of increasing acquisition costs for bulk fuel purchasing, the City of Williston may have an opportunity to lower long term risk and cost for its natural gas customers.

FGU would like to set a workshop for the next week to present Council an opportunity to learn about the future markets for bulk fuel purchasing.

Staff would ask council to establish a date for residents and customers to hear what we can do as a utility provider to negotiate and save long-term expenditures.

LEGAL REVIEW: NO

FISCAL IMPACTS: YES / Possible Future savings

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: None

ACTION:

_____ **APPROVED**

_____ **DISAPPROVE**

CITY COUNCIL AGENDA ITEM

October 18th, 2022

TOPIC: Resolution 2022-85: A Resolution of the City Council of the City of Williston, Florida, establishing authorization for the Council President to authorize the signing of contracts for the infrastructure, labor, and materials for Country Lane Estates Development of natural gas and enter into an agreement with Armstrong Homes and Lennar Homes, Inc.; and providing an effective date.

Requested By: Donald Barber, Public Works Supervisor / Katie Hall, or Taylor Morgan, FGU

BACKGROUND / DESCRIPTION:

To implement Natural Gas into the new development for Country Lane Estates, the City of Williston will need to make the proper acquisition of materials and labor for the completion of the gas infrastructure; to service a further ninety to ninety-eight residential homes. FGU, (Florida Gas Utility), has partnerships with engineering and installation providers for projects such as this one.

The Gas Developers Agreement gives the city protection on its future investment in this new community. The materials list and project maps show the scope of the work being completed and the second portion outside of the scope of city crews that will be contracted for labor.

This project has a 5.2-year payoff and will be financed by a loan.

LEGAL REVIEW: YES

FISCAL IMPACTS: YES / Not to exceed \$215K out of Utility Reserves

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Developers Agreement, Equix Energy Proposal, Cost Estimates, & Materials list

ACTION:

_____ **APPROVED**

_____ **DISAPPROVE**

CITY COUNCIL RESOLUTION NO. 2022-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE COUNCIL PRESIDENT TO AUTHORIZE THE SIGNING OF CONTRACTS FOR THE INFRASTRUCTURE, LABOR, AND MATERIALS FOR COUNTRY LANES ESTATES DEVELOPMENT OF NATURAL GAS AND ENTER INTO AN AGREEMENT WITH ARMSTRONG HOMES AND LENNAR HOMES INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston has an opportunity to further invest in natural gas infrastructure; and

WHEREAS the Country Lane Estates offer potential long-term revenue; and

WHEREAS the City Council will enter into agreements for materials, labor and services for the establishment of natural gas infrastructure and establish an agreement with Armstrong Homes Inc. and Lennar Homes Inc.;

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 made a part of this resolution.

Section 2. The Council President is authorized to execute the necessary contracts for the Country Lane Estates Natural Gas Infrastructure.

PASSED AND ADOPTED at a meeting of the City Council this 18th day of October 2022.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, Council President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Latricia Wright, City Clerk

By: _____
Scott Walker, City Attorney
Kiersten Ballou, Attorney

DEVELOPER AGREEMENT

The following pages represent the City of Williston Natural Gas Residential Development agreement. Each underlined highlighted section is to be reviewed and addressed prior to submission for approval. Upon approval, this agreement will be prepared for presentation to the Developer by completing of the following:

DEVELOPER AGREEMENT

THIS DEVELOPER AGREEMENT (this "Agreement") is made and entered into effective this _____ day of _____, 2022 (the "Effective Date"), by and between the City of Williston, a Florida municipal corporation ("City"), and Lennar Corporation, a Florida corporation ("Developer") (City and Developer may sometimes be collectively referred to as the "Party" or "Parties").

WITNESSETH

WHEREAS, Developer intends to develop a community known as Country Lane Estates in Levy County, Florida (the "Community").

WHEREAS, upon that certain parcel of real property located within the Community and more particularly described in Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Property") shall consist of approximately ninety-eight (98) total residences (each, a "Home" and collectively, the "Homes") together with other improvements and facilities associated therewith (collectively, the "Project"), and Developer desires to make natural gas service available to all or certain Homes pursuant to the terms and conditions hereof.

WHEREAS, in connection with Developer's development of the Project, City and Developer have agreed that City will install a natural gas distribution system within the Project for the provision of natural gas service, pursuant to the terms and conditions hereinafter set forth.

WHEREAS, City is a utility whose obligation and authority to serve natural gas customers is regulated by the Florida Public Service Commission or its successors (the "FPSC"). The Project is located within the City's service territory.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows.

1. Installation of Gas Distribution System.

- 1.1. Installation. In reliance on Developer's agreements, representations and warranties set forth herein, City agrees to install a natural gas distribution system within the Project in accordance with the design, plans and specifications agreed to by the Parties (the "System Plans"), which System Plans shall include all distribution lines, meters and ancillary improvements and facilities (collectively, the "Gas Distribution System") as City deems reasonably necessary to provide natural gas service up to the meter of each Home constructed during the term of this Agreement as a Gas Compliance Unit ("GCU") in conformity with Section 2. If agreed to by the Parties on or prior to the Effective Date, the System Plans shall be as set forth in Exhibit "B", attached hereto and incorporated herein by this reference. If the System Plans have not been agreed to by the Parties at or prior to the Effective Date, then prior to commencing installation of the Gas Distribution System, City shall provide City's proposed System Plans for Developer's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Unless otherwise expressly set forth in this Agreement, the Gas Distribution System does not include any Internal Piping (as defined in section 2.2) and the City has no obligation to install or maintain such Internal Piping under the terms of this Agreement or otherwise. Further, City shall not be obligated to install a Gas Distribution System or to provide natural gas service in any phase of the Community other than those in the Project, absent written agreement by both Parties.

- 1.2. Location. If the location of the Gas Distribution System has been determined by the Effective Date, then Exhibit "B" shall also include the location of the Gas Distribution System. Except to the extent already included in a recorded plat for the Project or otherwise agreed to herein as part of Exhibit "B", the location of the gas lines and all infrastructure and improvements relating to the Gas Distribution System shall be identified by Seller within a commercially reasonable time after the Effective Date, and written notice of such proposed location shall be provided to City ("Proposed Location Notice"). It shall be Developer's responsibility for ensuring that the proposed location of the Gas Distribution System within the boundaries of the Property (whether such location is platted, incorporated into Exhibit "B" or otherwise determined in accordance with this Section 1.2) complies with all Laws (defined below) and does not interfere with the rights of any third parties of which Developer has actual knowledge or under any instrument recorded in the public records of the county in which the Project is located. In no instance shall City be required to install its Gas Distribution System in rear lot locations to which physical access is likely to be limited after the Project is completed.
- 1.3. Restoration. Upon completing the installation of the Gas Distribution System, City shall commence restoration of those portions of the Project disturbed by City during installation of the Gas Distribution System and shall continue diligently such restoration work until complete. Restoration work shall be completed so that the surface of the land shall be restored to substantially the same condition existing immediately prior to commencement of the installation of the Gas Distribution System or, if it is not reasonably practicable to restore the surface to such condition, then City shall restore the surface to a condition such that Developer can proceed with development of the Project. In no event shall City be required to replace, replant or restore any vegetation, or landscaping or natural areas in accordance with the foregoing.
- 1.4. City Access to the Project; Associated Easements.
- 1.4.1. Developer represents that it owns and has legal title to the Property, including without limitation, the location of the Gas Distribution System pursuant to Section 1.2 above. Developer further represents that it has the authority to develop the Project, and to enter into and effectuate all of its obligations under this Agreement. Developer agrees to provide or cause to be provided to City and its employees, contractors, subcontractors and agents adequate physical and legal access to all areas of the Project where the Gas Distribution System is to be installed or as are reasonably necessary for City and its employees, contractors, subcontractors, and agents to install, operate, maintain and replace the Gas Distribution System (the "Easement"). If the Easement is not already provided to City pursuant to a recorded plat, then Developer shall execute and deliver an easement agreement granting the Easement in favor of City, in such form reasonably requested by City ("Easement Agreement"), not later than fifteen (15) days after Developer approves the location of all or any portion of the Gas Distribution System (in accordance with Section 1.2 hereof).
- 1.4.2. If a plat for the Project has been recorded as of the Effective Date, then simultaneous with the execution hereof, Developer will provide a copy of said recorded plat to City. If a plat for the Project has not yet been recorded as of the Effective Date, then Developer will provide City a copy of any proposed plat of the Project at least ten (10) days prior to submission of the Plat for approval by the appropriate governing authorities. Said proposed plat shall be subject to City's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed and shall be deemed granted if not denied in writing within ten (10) days after City's receipt thereof. The plat or proposed plat must

depict the streets, lots and easements to be located within Project, and the location of the Easement in which the Gas Distribution System is or will be located (the "Plat") according to this Agreement. Once the Plat has received all necessary governmental approvals, Developer shall have the Plat recorded in the public records of the county in which the Project is located and will provide City a copy of the recorded Plat within ten (10) days after recording. If Developer grants the Easement to City via a general purpose utility easement dedicated in the Plat for the provision of all utilities (the "General Utility Easement"), Developer is deemed by this Agreement to have represented and warranted to City that City is entitled to use such General Utility Easement for the installation, operation, maintenance, repair and replacement of the Gas Distribution System within the Project. Except for easements that Developer has the sole power and authority to grant or that is expressly set forth in Section 1.3.4 below, Developer hereby represents that no additional easements are necessary from Developer or any third party for City to install, operate, maintain, repair and replace the Gas Distribution System within the Project. If City reasonably determines at any time that additional easements within the Project are required in connection with the Gas Distribution System, Developer shall promptly grant or, if Developer does not own the property on which the proposed additional easement will be located, cause to be granted such easements to City.

- 1.4.3. Developer represents and warrants that the location of the Easement as determined in accordance with Section 1.2 above: (i) has been approved (or will be approved prior to Seller's delivery of the Proposed Location Notice pursuant to Section 1.2) by all applicable regulatory governmental entities to the extent required, and (ii) is in compliance (or will be in compliance prior to Seller's delivery of the Proposed Location Notice pursuant to Section 1.2) with all rules, ordinances, statutes, and government mandates with regard to utility easements.
- 1.4.4. Notwithstanding the above, City hereby acknowledges that, to the extent required in connection with City's installation, operation, maintenance, repair and replacement of the Gas Distribution System within the Project, City will be responsible for obtaining any authorizations that may be required by the county (or any other governmental entity) in which the Project is located if City must encroach into any public rights of way or other easements from governmental entities in the Project. Developer will, upon City's request, cooperate with and assist City in obtaining the foregoing easements, including executing such applications or other documents or agreements as may be required by such county or other governmental entity.
- 1.4.5. Once the Easement is granted by Developer, Developer reserves the right to relocate the Easement or any portion thereof (the "Relocated Easement") if Developer deems such relocation to be reasonably necessary for the development of the Project, provided, however, that such relocation does not unreasonably affect or increase the cost of the design, installation, operation, maintenance or repair of the Gas Distribution System. If City has not installed the portion of the Gas Distribution System proposed to be installed in the Relocated Easement, but has commenced the design and engineering thereof prior to the date City receives written notice from Developer of its desire to relocate the Easement or portion thereof, Developer shall be required (prior to relocating the Easement or portion thereof) to reimburse City for City's actual, out-of-pocket expenses incurred in redesigning and/or reengineering the applicable portion of the Gas Distribution System and all costs of the Gas Distribution System or the installation thereof in excess of the costs that would have been incurred had the Gas Distribution System as originally designed been installed, all as reasonably determined by City in good faith. If Developer desires to

relocate the Easement or any portion thereof after the Gas Distribution System has been installed, Developer must first, (i) obtain City's prior written consent (which consent shall not be unreasonably withheld or delayed); (ii) reimburse City for all actual costs incurred by City in redesigning, reengineering, relocating and reinstalling the Gas Distribution System, including, but not limited to the cost of all materials and labor therefore, all as reasonably determined by City in good faith; and (iii) record an instrument of record evidencing the legal description for the Relocated Easement to City. All payments due from Developer hereunder shall be paid within fifteen (15) days after the date of City's invoice therefore.

- 1.5. Coordination of Installation. City agrees to use commercially reasonable efforts to cooperate with Developer and its Authorized Builders with respect to the construction of the Gas Distribution System and to endeavor to not unreasonably interfere with or delay to Developer's construction and development of the Project. If not provided to City on or prior to the Effective Date, Developer will provide City a true and correct copy of Developer's anticipated construction schedule for the Project (the "Developer's Construction Schedule") promptly upon completion of the schedule and will notify City immediately of any modifications thereto. Developer acknowledges that City will rely upon the Developer's Construction Schedule for purposes of coordinating its acquisition of materials, mobilization of equipment and labor at the worksite and installation of the Gas Distribution System.
- 1.6. Insurance. Upon request, each Party will provide proof of insurance coverage, in the form maintained by the issuing Party in its ordinary course of business and will name the non-requesting Party as an additional insured on such insurance policy.
- 1.7. Ownership of Gas Distribution System; Maintenance and Alteration. Notwithstanding any provision contained herein to the contrary, the Gas Distribution System shall remain the exclusive property of City at all times, whether during the term of this Agreement or following its termination. City shall have the sole obligation and responsibility for the maintenance of the Gas Distribution System and no other party, including Developer, shall make any attempt or take any action to maintain, repair, replace or alter any portion of the Gas Distribution System. City's operation of the System is not governed by the terms of this Agreement; rather, the City shall at all times operate and maintain the Gas Distribution System in accordance with the requirements of applicable statutes, laws, rules, regulations and ordinances. In the event the Gas Distribution System is no longer required to serve the Project or any part thereof, City may at its election remove readily removable components of the Gas Distribution System, purge and cap any components to be left in place, and restore any disrupted surface areas of the Project.
- 1.8. Supply Date. At least thirty (30) days prior to the date on which Developer anticipates receiving a certificate of occupancy ("CO") for the first completed GCU, Developer shall deliver written notice to City advising City of the date on which Developer anticipates receiving such CO (the "CO Notice"). Subject to the timely delivery of the CO Notice, and any delay caused by Force Majeure (as defined in Section 8 below) or the actions or inactions of Developer or its employees, agents, contractors, builders or any others claiming by, through or under Developer, City shall use its commercially reasonable efforts to cause the Gas Distribution System to be complete and operational to provide natural gas service to the first completed GCU at least five (5) calendar days prior to the issuance of the certificate of occupancy for said GCU, failing which City shall use its commercially reasonable efforts to make natural gas available to the Project by commercially reasonable alternative supply methods until the Gas Distribution System is complete and operational. Developer agrees to make available to City, at no charge, a suitable area in the Project for the equipment necessary for such alternative supply method.

2. Minimum Gas Compliant Units; Internal and External Piping

2.1. Minimum GCU.

- 2.1.1. Developer acknowledges that City will make a substantial economic investment in order to construct the Gas Distribution System and that City is willing to undertake such investment given City's projected usage of the Gas Distribution System by current and future owners, occupants or residents in the Project in reliance upon data provided by Developer. In consideration for the substantial investment made by City in constructing the Gas Distribution System and the mutual covenants contained herein, Developer agrees that at least ninety-eight (98) Homes shall each be a Gas Compliant Unit (a "GCU"). In order to be a GCU, a Home must have installed therein each of the following appliances: natural gas range/stove, water heater (tank or tankless), and dryer. Gas grills, fireplaces, furnaces, and pool heaters can be offered as an option(s), but are not required to use natural gas in order for the Home to qualify as a GCU. Each residential unit constructed in compliance with the foregoing sentence shall be referred to herein as a "Gas Compliant Unit" or "GCU." Each residence in the Project that is not a GCU shall be referred to herein as a "Non-GCU", and collectively as "Non-GCUs".

The parties hereby agree that no Homes within the Project may be Non-GCUs without Developer's (or Authorized Builder's) payment of an Omission Fee for each such Non-GCU, as more particularly set forth in this Section 2.1. Within fifteen (15) days after the issuance of a certificate of occupancy for each and every Non-GCU in the Project (each being referred to herein as an "Omitted GCU"), Developer (or Authorized Builder) shall pay City an omission fee ("Omission Fee") equal to the Omission Rate (as hereinafter defined). The Omission Rate shall equal \$2045.00.

- 2.1.2. Notwithstanding the above, if after 5 years from the Effective Date (the "Trigger Date"), certificates of occupancy have not been issued for the Minimum Required GCUs, then Developer shall pay City, on or before fifteen days after the Trigger Date, a collective Omission Fee as determined by the following formula (the "Project Collective Omission Fee"):

- (i) the Minimum Required GCUs, minus
- (ii) the number of constructed GCUs for which certificates of occupancy have been obtained, minus
- (iii) all Omitted GCUs for which Developer has already paid City the Omission Fee pursuant to this section above, multiplied by
- (iv) the Omission Fee at the Omission Rate.

- 2.1.3. The Omission Fee and Project Collective Omission Fee are an obligation running with the property, and shall be an obligation of Developer and any successor owners of the Property or any portion thereof unless and until the Project Collective Omission Fee is paid as provided hereinabove, at which time City, at Developer's request, shall provide a satisfaction and release of the Omission Fee obligation set forth herein. City shall have the right to offset any amounts owed to Developer pursuant to this Agreement with any amounts owed to City as a result of Developer's failure to pay City the Omission Fee or

any other amount owed to City pursuant to this Agreement or otherwise. City and Developer agree that the Omission Fee and the Project Collective Fee is agreed upon as liquidated damages for Developer's default. City and Developer recognize that actual damages are difficult to ascertain and that the Omission Fee and the Project Collective Fee constitute a reasonable payment to the City as a result of Developer's default and does not constitute a penalty.

2.2. Installation and Ownership of Appliances and Internal Piping. Developer shall provide or cause to be provided all labor, materials, equipment and supervision to install (at no cost to City) (i) any natural gas appliance (an "Appliance") and (ii) all internal piping, venting and other equipment (the "Internal Piping") necessary to enable the supply of natural gas service to the Appliances installed in each GCU and to connect same to the external gas meter installed by City at an external location (reasonably selected by City) at each GCU. The City will not own or maintain the Internal Piping and the Appliances. The owner of each GCU shall at all times during and following the termination of this Agreement be responsible for the service, maintenance, repair and replacement of the Internal Piping and the Appliances, and City shall have no responsibility or liability thereof.

2.3. Ownership of External Piping. All piping, meters, vents and other equipment installed by City between the main line of the Gas Distribution System and the external meter installed by City at each GCU (including such meter) (the "External Piping") shall be the exclusive property of the City. City shall at all times maintain the External Piping, including the meter, in accordance with the requirements of all applicable governmental agencies.

3. Successors, Assigns and Assignment.

3.1. This Agreement and all of the provisions hereof shall run with the land and shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any rights, benefits or obligations set forth herein may be assigned by either of the parties hereto, except as specifically authorized by this Section 4 or otherwise agreed to by the Parties in writing.

3.2. City may assign this Agreement and any or all rights or obligations hereunder in connection with any sale of all or substantially all of City's natural gas assets or any other transaction in which City's natural gas business is sold, or any merger, consolidation or similar transaction to which City is a party.

3.3. Developer may assign this Agreement and all rights and all obligations hereunder in connection with a sale of all of the Project then owned by Developer to a successor developer who expressly agrees to assume this Agreement and all obligations of Developer hereunder, whether arising before or after the assignment, pursuant to an Assignment and Assumption Agreement, in form and substance acceptable to City in its reasonable discretion, executed by Developer and the successor developer and delivered to City. Upon a permitted assignment under the preceding sentence, Developer shall remain responsible and liable, jointly with assignee, for any obligations first arising or coming due prior to such assignment with respect to this Agreement, but Developer shall not have any responsibility or liability with respect to any obligations first arising or coming due after such assignment with respect to this Agreement, and City shall look solely to the successor developer for all matters arising under this Agreement after such assignment.

3.4. Developer may develop and sell to home builders ("Authorized Builders") single family residential lots within the Project for the construction of Homes thereon, in which event Developer desires to assign to such Authorized Builders its rights, obligations and responsibilities hereunder

with respect to lots within the Project purchased by such Authorized Builders. Developer shall have the right to assign its rights and obligations hereunder to an Authorized Builder if such Authorized Builder expressly assumes all of the obligations and responsibilities of Developer hereunder (to the reasonable satisfaction of City) as to the land conveyed to said Authorized Builder, and a written assignment and assumption agreement is provided to City. Notwithstanding, nothing herein shall relieve Developer of its payment of the Project Collective Omission Fee to the extent the Minimum Required GCUs are not constructed on the Project as contemplated hereunder.

4. **Force Majeure.** Neither Party shall be liable to the other for any failure to perform pursuant to the terms and conditions of this Agreement to the extent such performance was prevented by an event of Force Majeure (defined below); provided that Force Majeure shall not apply to Developer's obligation to pay the Omission Fee when due in accordance with Section 2.1.2 above. The term "Force Majeure" shall mean an acts of God, strikes, lockouts, or other industrial disturbance, acts of the public enemy, wars, riots, epidemics, pandemics, industrial disturbances that affect the Parties or its customers, breakage or non-foreseeable accident to machinery or lines of pipe, and any other causes, whether of the kind herein enumerated or otherwise, not within the control of the Party whose performance is affected and which, in each of the above cases, by the exercise of due diligence such Party is unable to prevent or overcome utilizing commercially reasonable efforts; such term shall likewise include the inability of a Party to acquire, or delays on the part of such Party in acquiring at reasonable cost and by the exercise of reasonable diligence, servitudes, rights of way, grants, permits, permissions, licenses, materials or supplies which are required to enable such Party to fulfill its obligations hereunder. The Party whose performance is excused by an event of Force Majeure shall promptly notify the other Party in writing of such occurrence and its estimated duration, shall promptly remedy such Force Majeure if and to the extent reasonably possible and shall resume such performance as soon as possible; provided, however, that neither Party shall be required to settle any labor dispute against its will.
5. **Compliance with Law.** Each Party shall comply with all applicable statutes, laws, rules, regulations, ordinances, orders, permits and governmental approvals (collectively, the "Laws") in the exercise of the rights and obligations of each Party under this Agreement, and neither Party shall be obligated hereunder to undertake any action that would result in the violation of any one or more Laws.
6. **Notices.** Any notices sent by either party to the other pursuant to this Agreement shall be sent by either U.S. mail, postage prepaid, return requested, or by receipted overnight national delivery service (e.g., Federal Express, UPS, etc.), and shall, if not sooner received, be deemed received three (3) business days after deposit in the United States Mail, or one business day after receipt by any overnight national delivery service, as aforesaid. All notices shall be addressed to each party at the following address, or such other address as either party may hereafter designate to the other party in writing:

If to Developer: Lennar Corporation
Address: _____

Attn: _____
Fax No. _____
Phone No. _____

If to City: City of Williston
50 NW Main Street, Williston, Florida 32696
Attn: Laura Jones
Fax No.
Phone No. 352-528-3060 Ext. 111

7. **Governing Law; Venue; Waiver of Jury Trial; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida. To the extent permitted by law, each of the parties hereto hereby irrevocably submits to the jurisdiction of state courts in or for Levy County, Florida, over any suit, action, or other proceeding brought by any party arising out of or relating to this Agreement or the transactions contemplated hereby, and each of the Parties hereby irrevocably agrees that all claims with respect to any such suit, action or other proceedings shall be heard and determined in such courts and waives any objection that such forum is inconvenient. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN. In the event that any party is required to commence or defend any action or proceeding against the other in order to enforce the provisions hereof or to challenge the provision hereof, the prevailing Party in such action shall be entitled to recover, in addition to any amounts or relief otherwise awarded, all costs incurred in connection therewith, including reasonable attorneys' and paralegals' fees, costs, and expenses incurred pretrial, at trial, on appeal and in bankruptcy.

8. **Indemnity.**

- 8.1. Subject to the provisions and limitations of Section 768.28, Florida Statutes, which are neither waived, expanded, or altered hereby, City shall hold harmless, indemnify and defend each of Developer and its employees, contractors, subcontractors and agents (collectively, the "Developer Indemnified Parties") from and against any and all claims, damages, losses, liabilities, obligations, penalties, actions, judgments, suits, costs, disbursements and expenses (including, without limitation, reasonable attorneys' and paralegals' fees and expenses incurred whether suit be brought or not, at trial, on appeal or in bankruptcy) (collectively, "Claims") that may be incurred by or asserted against any Developer Indemnified Party directly as a result of the breach by City of this Agreement or the willful misconduct or gross negligent acts or omissions of City or any of its employees, contractors, subcontractors and agents in connection with the installation, operation, maintenance or repair of the Gas Distribution System in the Project, except that City shall not be responsible for any Claims, or portion thereof, arising out of, related or attributable to any acts or omissions, whether willful or negligent, of any other party, including without limitation, any Developer Indemnified Party, any homebuilder, other contractor or subcontractor, vendor, supplier, homeowner, tenant, resident, guest, licensee or invitee, home or property owners' association, management company or property manager.
- 8.2. Developer shall hold harmless, indemnify and defend each of City and its employees, contractors, subcontractors and agents (collectively, the "City Indemnified Parties") from and against any and all Claims that may be incurred by or asserted against any City Indemnified Party with respect to the Project, the Property, the Gas Distribution System or otherwise as a result of the willful misconduct or negligent acts or omissions of (i) Developer or any of its employees, contractors, subcontractors and agents, or (iii) any home or property owners' association, management company or property manager controlled by Developer or any of its affiliates.
- 8.3. In addition, Developer shall hold harmless, indemnify and defend the City Indemnified Parties from and against any and all Claims that may be asserted against any City Indemnified Party under Environmental Laws (defined below) arising from, out of, in connection with, or as a consequence, directly or indirectly, of the presence of any hazardous substance, hazardous

waste, toxic chemical, petroleum (including crude oil or any fraction or byproduct thereof), asbestos, polychlorinated biphenyls, or any other contaminant ("Hazardous Materials") on, in, or beneath the Property, or that may have migrated from the Property to any adjacent lands, air or water, which Hazardous Materials: (i) were not first introduced to the Property by any material placed on, in, or beneath the Property by City, and (ii) notice of which was not provided to City by Developer prior to the execution of this Agreement.

- 8.3.1. The term "Environmental Laws" shall mean and include any and all federal, state or local laws (whether under common law, statute, rule, regulation, ordinance or otherwise) or other requirements of any governmental authority relating to or imposing liability or standards of conduct concerning the protection of human health or the environment, Hazardous Materials or any activity involving Hazardous Materials.

9. **Limitation on Liability.** Notwithstanding any provision in this Agreement to the contrary, including Section 9:

- 9.1. For breach of any provision for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy. A party's liability hereunder shall be limited as set forth in such provision, and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided herein, a party's liability shall be limited to direct actual damages only. Such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived.
- 9.2. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOSS OF PROFITS OR SAVINGS, LOSS OF USE, OR ANY OTHER DAMAGES, WHETHER BASED ON STRICT LIABILITY, OR NEGLIGENCE, AND WHETHER RESULTING FROM INSTALLATION, USE OR MAINTENANCE OF THE GAS DISTRIBUTION SYSTEM, BREACH OF THIS AGREEMENT OR OTHERWISE.
- 9.3. It is the intent of the parties that the limitations herein imposed on remedies and the measure of damages be without regard to the cause or causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.
- 9.4. In no event shall the City be liable for any action or inaction arising hereunder or otherwise except to the extent that the same if found by a final, non-appealable judgement of a court of competent jurisdiction to have resulted directly from the gross negligence or willful misconduct of the City.
- 9.5. Nothing herein shall constitute or be interpreted or construed as a waiver by City of its rights of sovereign immunity with respect to torts and tort claims, including, without limitation, its rights under Section 768.28, Florida Statutes, or any successor statute. For the avoidance of doubt, City shall not be liable for any action or inaction on its part giving rise to a claim founded in tort, whether or not that claim may also be included in or covered by any damage, remedy or contractual indemnification provisions contained in this Agreement.

10. **Remedies; Limitations.** In the event of a breach of this Agreement, the non-breaching Party shall, except to the extent specifically limited by this Agreement, have all rights and remedies available at law and at equity against the breaching Party. Notwithstanding anything in this Agreement to the contrary, the aggregate cumulative liability of the City on all claims, whether in contract, warranty, tort (including negligence), strict liability or otherwise arising out of the performance or breach of this Agreement shall not exceed \$2,000,000.00; provided, however, that this limitation shall not expand City's liability beyond that otherwise contemplated in Section 10 above.
11. **Miscellaneous.** This Agreement constitutes the entire understanding and agreement between the Parties and supersedes any and all prior negotiations, understandings or agreements with respect to this subject matter. This Agreement may be amended only by written instrument signed by both Parties. No failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party shall constitute a waiver of, or shall preclude any other or further exercise of, the same or any other right, power or remedy. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Florida law, but if any provision of this Agreement or the application thereof to any Party or circumstance is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable. Nothing contained herein shall be construed as a joint venture, partnership or any other similar relationship between City and Developer. The captions, headings, titles, and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions of this Agreement. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties, and their respective successors and assigns, and no assignment shall relieve either Party of such Party's obligations hereunder without written consent of the other Party. This Agreement shall be subject to all applicable laws, rules, orders, permits, and regulations of any federal, state, or local governmental authority having jurisdiction over the Parties, their facilities, the Property, the Project, or the transactions contemplated. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one in the same instrument. Electronic signatures, including signature pages transmitted via facsimile and/or email, shall be binding upon all parties and deemed as originals.
12. **Recording.** Concurrently with the execution of this Agreement, Developer shall execute and deliver to the City a memorandum of this Agreement, in a form reasonably requested by City (which shall, at a minimum, include the obligation to construct the minimum number of GCU's, the obligation to pay the Omission Fee, the obligation to pay the Project Collective Omission Fee, and the exclusivity provided below), which may be recorded by City among the Public Records of the county in which the Project is located. City agrees to execute and deliver to Developer partial releases of such memorandum as to GCUs constructed and sold to retail third party buyers and Non-GCUs constructed and sold to retail third party buyers which the Omission Fee has been delivered to City.
13. **Exclusivity.** Developer agrees that City has an exclusive right to provide natural gas services to the Project and that Developer and any successor in interest, including without limitation any home or property owners association, landowner, builder or developer will not grant, or allow others to grant any approval, easement or right-of-way for purposes of allowing a party other than City to deliver natural gas service. Developer certifies that, other than this Agreement, there is no existing commitment, grant of rights, contract, agreement or arrangement with any third party for the provision of natural gas service to the Project, the Property or any portion thereof.

[REMAINDER OF PAGE BLANK; SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

Witnesses:

CITY:

The City of Williston, a Florida Municipal Corporation

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, on _____, 20__, personally appeared _____, as _____ of the City of Williston, a Florida Municipal corporation, on behalf of the corporation. S/he is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Print Name:

My Commission Expires:

(NOTARY SEAL)

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

Witnesses:

DEVELOPER:

Lennar Corporation, a Florida Corporation

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, on _____, 20__, personally appeared _____, as _____ of Lennar Corporation, a Florida Corporation, on behalf of the corporation. S/he is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

Print Name: _____

My Commission Expires: _____

(NOTARY SEAL)



September 6, 2022

Florida Gas Utility
Attn: Katie Hall
4619 NW 53rd Ave.
Gainesville, FL 32653

Re: Country Lane Estates Loop and Taps- Equix Energy Services, LLC Proposal

Mrs. Hall,

Equix Energy Services, LLC is pleased to provide pricing to Florida Gas Utility for the Country Lane Estates Loop and Taps in Williston, FL.

Our proposal is based on the information and map document provided via email on June 14, 2022. Please see below for clarifications and inclusion items to be performed under the Scope of Work assigned to Equix Energy Services, LLC for the **Lump Sum Price of \$92,370.00.**

Inclusions:

- (1) Mobilization
- (4,450 LF) of 2" HDPE Gas Main
- (980 LF) of 1" Crossings
- (1) 2" Hot Tap to Tie-Into Existing System
- (1) 4" or 6" Hot Tap
- (1) Demobilization

Clarifications:

- Material to be provided by others
- Survey to be provided by others
- Permits to be provided by others
- Environmental (SWPPP) is not included
- Sod, Asphalt, and Concrete restoration is not included
- Select backfill is not included
- Hazardous Material/Waste to be handled by others (if encountered)
- Clear & Grubbing is not included

We can begin work within 2 weeks of notice to proceed and receiving this letter back with an authorized signature of proposal acceptance. Work will be invoiced upon completion net due 30 days from the date of the invoice without retainage or pay when paid clauses. This proposal is valid for 60 days.

Should you have any questions or would like to discuss any item in more detail, feel free to contact me at 850-878-1212.

Sincerely,

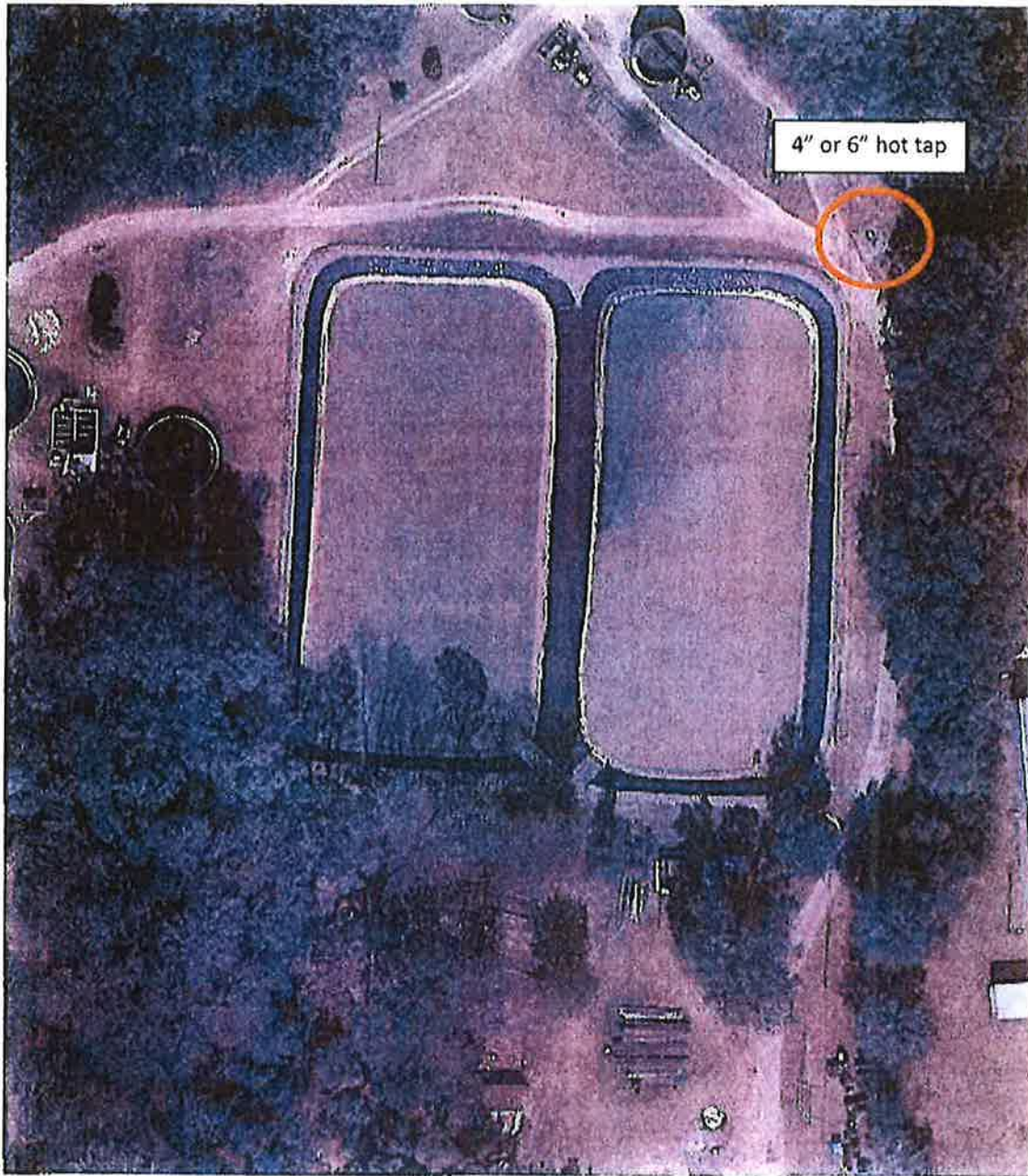
Clay Miller
Director of Operations

EquixInc.com

32410 Blue Star Hwy
Midway, FL 32343

Florida Gas Utility - Authorized Signature and Date

**Building Confidence
Since 1985**





City will need a hot tap on the line coming out of their reg station at the water treatment facility. The line is either a 4" or 6" steel.

City will install 4" from reg station to entry of Country Lane Estates.

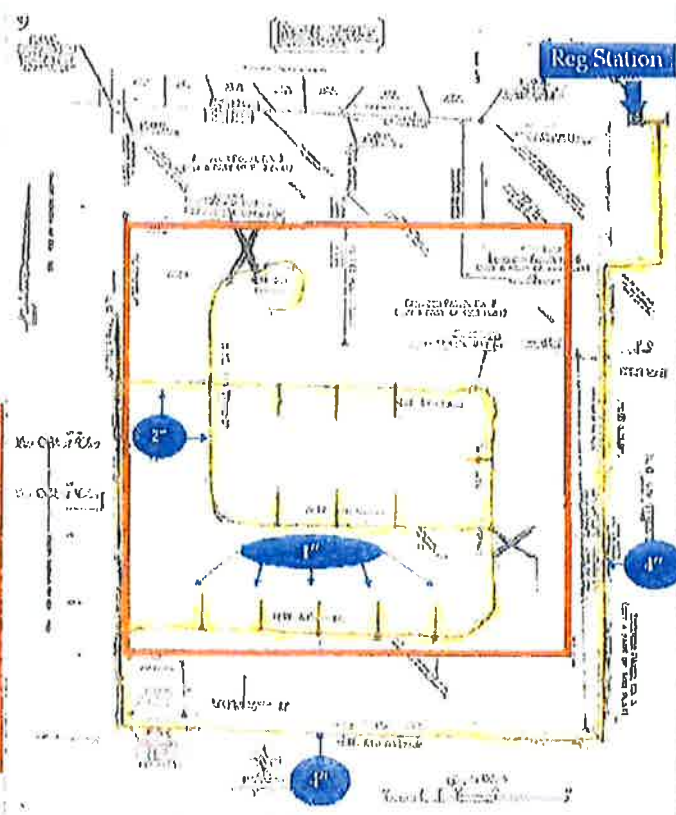
Contractor to install 2" and 1" gas mains and service lines inside development.

Also quote for 2" hot tap to tie into existing system.

Subdivision Map

Pipe and Footage

- 4" Around Perimeter: 4200ft
- 2" Within Country Lane Estates: 4450ft
- 1" Crossings: 980ft (12 crossings)
- 3/4" Service Lines: 4655ft (approx. 50ft each)
- Will include system looping



Country Lane Estates Material List

Material	Actual	Estimated	ft/qty			Notes
4" MDPE	4200	4620 ft	\$ 5.50	\$ 27,500.00		Stick or coil?
2" MDPE	4450	4895 ft	\$ 1.80	\$ 9,000.00		Stick or coil?
1" MDPE	980	1078 ft	\$ 1.00	\$ 1,000.00		Stick or coil?
3/4" Service	4655	5121 ft	\$ 0.48	\$ 2,400.00		Stick or coil?
Meters	93	93 qty	\$ 100.00	\$ 9,300.00		
Regulators	93	93 qty	\$ 31.00	\$ 2,883.00		
Excess Flow valves	93	93 qty	\$ 18.00	\$ 1,674.00		
Caution Tape	8650	9515 ft	\$ 22.00	\$ 220.00		
Tracer Wire	14285	15714 ft	\$ 0.33	\$ 5,280.00		what guage?
Regulator Station Tap Fittings		qty	\$ 1,000.00	\$ 2,000.00		off of original station or line?
Tees for crossings	12	qty	\$ 20.00	\$ 240.00		
1"-3/4" Reducer Fittings	12	qty	\$ 15.00	\$ 180.00		
2"-3/4" Reducer Fittings	69	qty	\$ 15.00	\$ 1,035.00		
4"-2" Reducer Fittings	1	qty	\$ 15.00	\$ 15.00		
4" Transition Fitting	2	qty	\$ 105.00	\$ 210.00		
Further Expansion Tees ,Stub outs, Caps		qty	\$ 20.00	\$ 300.00		City Discretion
45/90 Degree Fittings		qty	\$ 21.00	\$ 210.00		City Discretion
Pipeline Markers		qty	\$ 19.00	\$ 380.00		City Discretion
Valves and Valve Boxes		qty	\$ 525.00	\$ 5,250.00		City Discretion
				\$ 13,815.40		Contingency - 20%
				\$ 82,892.40		TOTAL

October 18, 2022

CITY COUNCIL AGENDA ITEM

TOPIC: RZ-2022-04 Ace Hardware (Parcel # 05533-000-00)

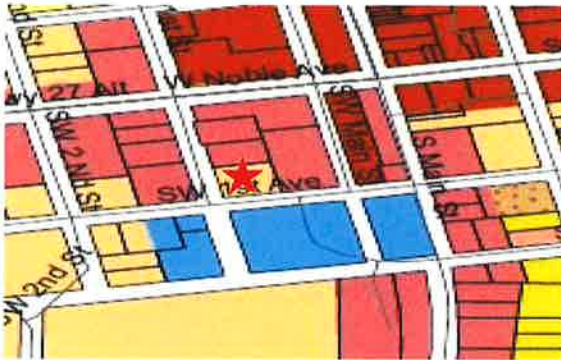
PREPARED BY: Laura Jones, City Planner BACKGROUND / DESCRIPTION:

Second Public Hearing

Rezone (Parcel # 05533-000-00). This property is located at 33 SW 1st Ave. Kennard Ace Hardware is the property owner and this re-zone has been initiated by the property owner to change the zoning.

Currently this parcel consists of one lot on .40 acres and the zoning is Residential Duplex. This rezone plat proposes concurrency for this parcel and making it Commercial Intensive.

Approval of this rezoning complies with the Land Development Code; therefore, staff recommends approval.



LEGAL REVIEW: NA FISCAL IMPACTS: None

RECOMMENDED ACTION: Planning and Zoning Commission reviewed on 9/27/22 recommend approval to City Council. Passed First Public Reading on October 4, 2022.

ATTACHMENTS: Application Ordinance 702

ACTION:

_____**APPROVED**

_____**DISAPPROVED**

ORDINANCE NO. 702

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF WILLISTON, FLORIDA; PURSUANT TO APPLICATION RZ-2022-04, ACE HARDWARE (PARCEL #0553300000) SUBMITTED BY THE PROPERTY OWNER AND UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 166, FLORIDA STATUTES; CHANGING THE ZONING CLASSIFICATION ON THE FOLLOWING DESCRIBED PROPERTY FROM RESIDENTIAL DUPLEX TO COMMERCIAL INTENSIVE ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON, FLORIDA; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 166, Florida Statutes, empowers the City Council of the City of Williston, Florida, hereinafter referred to as the City Council, to prepare, adopt, implement and amend A Comprehensive Plan;

WHEREAS, the City Council of the City of Williston, Florida, did on May 7, 2002, validly approve and adopt the City of Williston Land Development Regulations; and

WHEREAS, an application, RZ-2022-04, for an amendment, as described below, to the Current Zoning Map of the City of Williston Comprehensive Plan has been filed with the City;

WHEREAS, the Planning and Zoning Commission of the City of Williston, designated as the Local Planning Agency, did hold the required public hearing, with public notice having been provided, on said applications for amendments, as described below;

WHEREAS, the Planning and Zoning Commission of the City of Williston reviewed and considered all comments received during said public hearings and the Rezoning Report concerning said applications for amendments, as described below and recommended approval of the above reference applications to the City Council;

WHEREAS, the City Council did hold the required public hearings, under the provisions of the amendment procedures established in Chapters 163 and 166, Florida Statutes, on said applications for amendments, as described below, and at said public hearing, the City Council reviewed and considered all comments received during the public hearing, including the recommendation of the Planning and Zoning Commission, serving also as the Local Planning Agency.

WHEREAS, the City Council has determined and found said applications for amendments, as described below, to be consistent with the Future Land Use Element objectives and policies, and those of other affected elements of the City's Comprehensive Plan.

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

Section 1. Application RZ-2022-04 by property owner to amend the City's Zoning Map by changing the zoning classification on the following described property from Residential Duplex to Commercial Intensive is hereby approved.

Section 2. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 3. Future Land Use. The Comprehensive Plan Future Land Use Map designation changes enacted herein shall be incorporated into the Comprehensive Plan Future Land Use Map within 48 hours of this ordinance becoming effective.

Section 4. Effective Date. This Ordinance shall become effective immediately Passed on second reading, this 16th day of October, 2022.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Williston, Florida, after properly dispensing with the second reading, on final reading this 16th day October, 2022.

ATTEST:

CITY OF WILLISTON

LATRICIA WRIGHT
CITY CLERK

DEBRA JONES
PRESIDENT, CITY COUNCIL

KIERSTEN BALLOU
CITY ATTORNEY

CITY PLANNER OF WILLISTON

KENNARD ACZ HARDWARE INC IS REQUESTING A
ZONING CHANGE ON 0553300000 38 SW 1ST AVE
FROM RESIDENTIAL TO COMMERCIAL

RECEIVED
a/122

Shaded Area for Official Use Only	
Application Received Date:	
Application Number:	
Hearing Date:	
Hearing Type:	
Notes:	

Applicant's Information	
Name:	WILLIAM BRADY
Mailing Address:	6140 SW 19th Ave Apt 202 32618
Telephone Number:	352-1660-9068
Email Address:	
Property Information	
Address:	33 SW 1st Williston
Legal Owner:	LEONARDO A. L. HERNANDEZ
Tax Parcel ID#:	05535-000-00
Legal Description of parcel: (attach exhibit if necessary)	
ATTACHED	
Current Land Use/Zoning Map designation: R(0166)	
Requested Land Use/Zoning Map Designation: 1100	


8-9-2022
 Signature Date

Map of Boundary Survey

Lots 10 and 11, Block 4, Williston, Lying in Section 6, Township 13

South, Range 19 East, Levy County, Florida.

NOTE:
THIS PROPERTY IS LOCATED IN FEDERAL FLOOD
ZONE "X", AREAS DETERMINED TO BE OUTSIDE
THE OLD ANGELO CHURCH FLOOD PLAIN, AS
DISAPPROPRIATED FROM FIRM PANEL NO. 12077C
0240F, EFFECTIVE: 11/02/2012.

Description: (ORB 1427, PG 156)

Lots 10 and 11, Block 4, C.S. Noble Map of
Williston, according to the Plat thereof, as recorded in
Plat Book 1, page 1, of the Public Records of Levy
County, Florida.

Keywords:

1. Bearings hereon are based on an assumed value of North 89°30'00" East, for North line of subject property, said bearing is identical with previous survey done by this firm.

26. Features and improvements, (i.e. foundations, utilities, septic tanks, etc.) not visible beneath the surface of the ground, have not been located unless specifically depicted or noted hereon. If a septic tank is shown upon the map, it was located by probing the ground only and not by excavation. Additional wells and septic tanks may exist which are unknown to the surveyor.

c. Property lines should not be reconstructed based on diagrams in

6. Addition or deletion to Bureau files by other than the data-

5. The survey does not reflect or determine ownership.

f. This survey is certified to the date of the data used.

Survey is to be used by the owner of the land disposition to the land (shown
herein on survey date), ONLY.

3. Instruments of record reflecting encumbrances, rights-of-way, and/or easements were furnished to the surveyor via a Title Commitment. No search of the public records has been done by the surveyor for any encumbrances for subject property or adjoining properties.

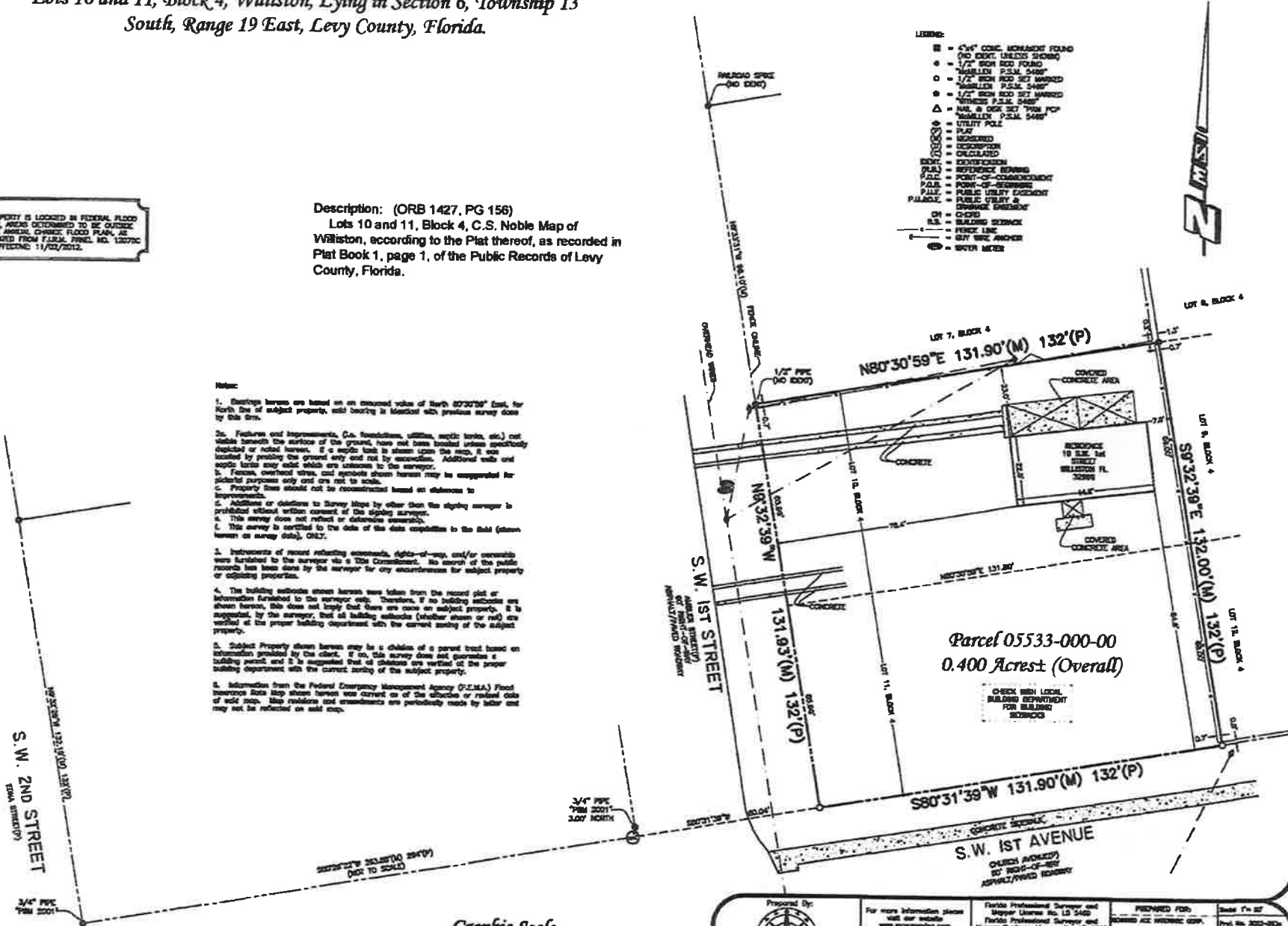
4. The building authorities shown herein were taken from the record plot or information furnished to the surveyor only. Therefore, if no building authorities are shown herein, this does not imply that there are none on subject property. It is suggested, by the surveyor, that all building authorities (whether shown or not) are verified at the proper building department with the current zoning of the subject property.

5. Subject Property shown herein may be a child of a parent trust based on information provided by the client. If so, this survey does not guarantee a building permit and it is suggested that all children are verified at the proper building department with the current zoning of the subject property.

8. Information from the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map shown herein was current as of the effective or revised date of said map. Map revisions and amendments are periodically made by letter and may not be reflected on said map.

LEARNING

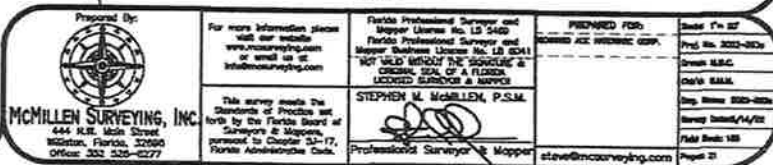
- - CYS* CMC MEMORANDUM FOUND
 ○ DO NOT. UNLESS SHOWN
 1/2" BOLD DO NOT MARK
 1/2" BOLD P.S.M. 5485*
 ○ 1/2" BOLD DO NOT MARK
 1/2" BOLD P.S.M. 5485*
 1/2" BOLD DO NOT MARK
 1/2" BOLD P.S.M. 5485*
 ▲ - C & C SET TON FCF
 1/2" BOLD P.S.M. 5485*
 ○ - UTILITY POLE
 ○ - MARKED
 ○ - DISPOSITION
 ○ - CALCULATED
 1/2" BOLD - DETERMINED
 1/2" BOLD - LOCATION
 1/2" BOLD - POINT OF COMMENCEMENT
 1/2" BOLD - POINT OF TERMINATION
 1/2" BOLD - UTILITY RECORD
 1/2" BOLD - PUBLIC UTILITY &
 1/2" BOLD - SERVICE EXISTENCE
 1/2" BOLD - C & C
 1/2" BOLD - BUILDING SERVICE
 1/2" BOLD - FENCE LINE
 1/2" BOLD - FENCE ANCHOR
 1/2" BOLD - WATER METER



Parcel 05533-000-00
0.400 Acres± (Overall)

CHECK WITH LOCAL
BUILDING DEPARTMENT
FOR BUILDING
PERMITS

Graphic Scale

$$1 \text{ inch} = 20 \text{ ft.}$$


PREPARED BY AND RETURN TO:
Jade D. Bailey
Bankers Title of the Nature Coast, Inc.
P. O. Box 1260
Old Town, FL 32680

File Number: 8777

Special Warranty Deed

This Special Warranty Deed made this May 30, 2017 A.D. By
Drummond Community Bank, a Florida banking corporation
and having its principal place of business at: P. O. Drawer 1039, Chiefland, Florida 32644, hereinafter called the grantor(s), to
Kennard Ace Hardware Corp., a Florida Corporation
whose post office address is: P. O. Box 460, Alachua, Florida 32616, hereinafter called the grantee(s):

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Levy County, Florida, viz:

Lots 10 and 11, Block 4, C.S. NOBLE MAP OF WILLISTON, according to the Plat thereof, as recorded in Plat Book 1, page 1, of the Public Records of Levy County, Florida.

Parcel ID Number: 05533-000-00

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby warrants and forever defends the right and title to the above-described real property unto the Grantees against the claims of all persons, claiming by, through or under Grantor's, but not otherwise.

In Witness Whereof, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in our presence:

Shelia M. Crews
Witness Signature
Witness Printed Name Shelia M. Crews

Keely Sayers
Witness Signature
Witness Printed Name Keely Sayers

Drummond Community Bank, a Florida banking corporation

Scott Guthrie Pres. (Seal)
By: Scott Guthrie
Its President

State of Florida
County of Levy

The foregoing instrument was acknowledged before me this 30 day of May, 2017, by Scott Guthrie as President of Drummond Community Bank, a Florida banking corporation, who is/are personally known to me or who has produced
as identification.

October 18, 2022

CITY COUNCIL AGENDA ITEM

TOPIC: Proposed Berkley Oaks Planned Development

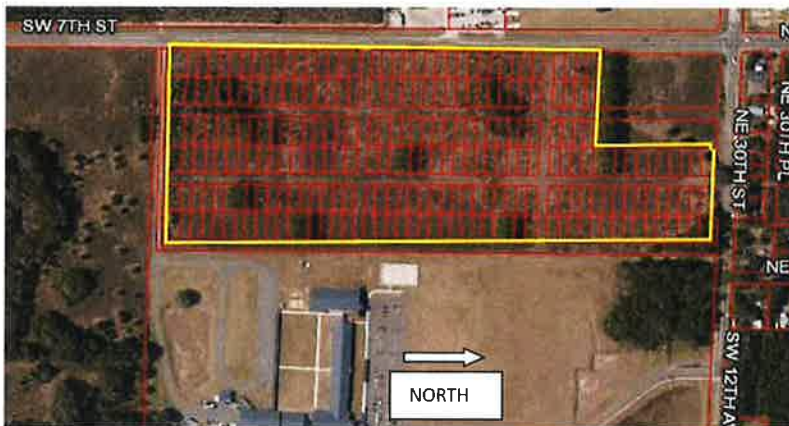
REQUESTED BY: Laura Jones, City Planner

Applicant: Covington FPC, LLC / JBPro

PUBLIC HEARING FIRST READING RZ-2022-05

BACKGROUND / DESCRIPTION:

LOCATION MAP/AERIAL PHOTOGRAPH



SUMMARY

The proposed Berkley Oaks Subdivision project is a rezoning application RZ-2022-05 for an approximately 47.9 +/- acre residential property located in Williston, Florida on SW 7th just west of Williston Middle High School. This proposed project will result in residential subdivision with 248 dwelling units—148 of which will be single-family dwelling units and 100 will be multi-family paired housing dwelling units. The density for the proposed project will be 5.18 dwelling units per acre. Ingress / egress is on NE 30 St and SW 7th St. (US HWY 41)

The rezoning request from R-1 to PD is required for four reasons 1) the current zoning does not allow for a mix of single and multi-family residential dwelling units, 2) the desired density is greater than is allowed in the R-1 zoning category, 2) the proposed number of units are more than the established plat, and 4) the site standards need to be modified from the city's standards as well as from the established plat. The Master Use Plan proposed through this application provides

October 18, 2022

standards that addresses each of these reasons and, in doing so, enables the city to achieve its planning goals.

Proposed Uses

The PD Master Use Plan exhibits identify the layout of proposed the Berkley Oaks Subdivision PD. The central features of the plan are 248 single- and multi- family residential units, which are intended to be market rate housing.

1) Allowable uses in the Berkley Oaks Subdivision shall be:

- a. Single-Family Detached
- b. Multi-Family Attached Paired Housing

2) The acreage for each of these uses is shown in the table below:

Use	Units	Gross Acreage of Land	Net Acreage of Land
Single-Family Detached Dwelling	148	34.52	21.53
Multi-Family Paired Housing Dwelling Units	100	13.38	8.36

Gross Acreage of Land: Includes common lands—e.g.: stormwater, roadways, utility infrastructure.

Net Acreage of Land: Does not include common lands.

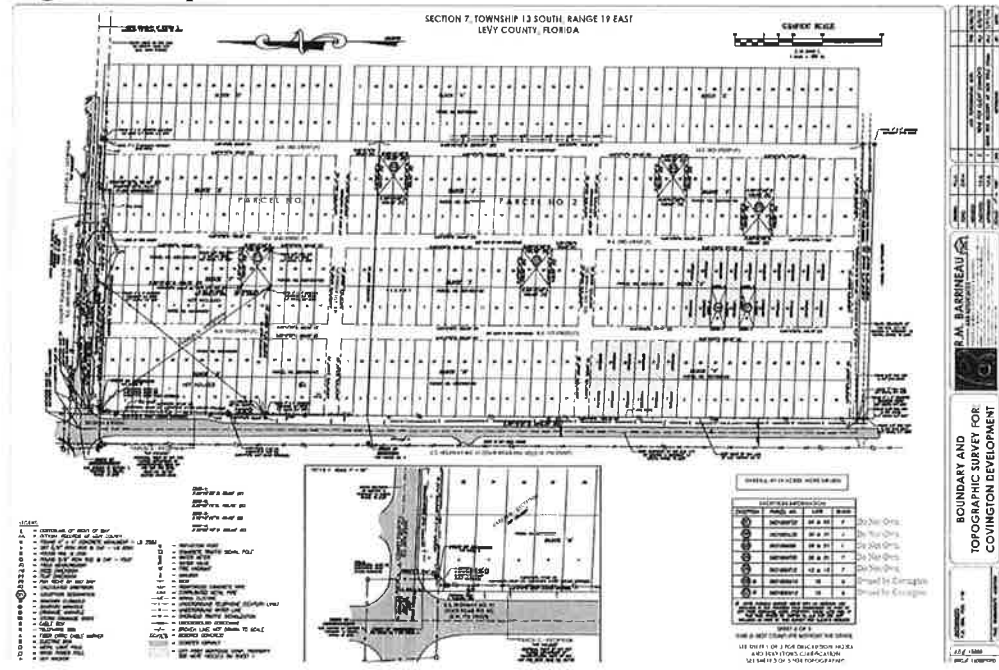
Chapter 60 – Zoning; Article XIII Planned Development (PD), states the intent of the PD district is to permit planned developments intended to:

1. Encourage the development of planned residential development of land;
2. Encourage flexible and creative concepts of site planning;
3. Preserve the natural amenities of the land by encouraging scenic and functional open areas;
4. Accomplish a more desirable environment than would be possible through strict application of the minimum requirements of these land development regulations;
5. Provide for an efficient use of land resulting in smaller networks of utilities and streets and thereby lowering development and housing costs; and
6. Provide a stable environmental character compatible with surrounding areas.

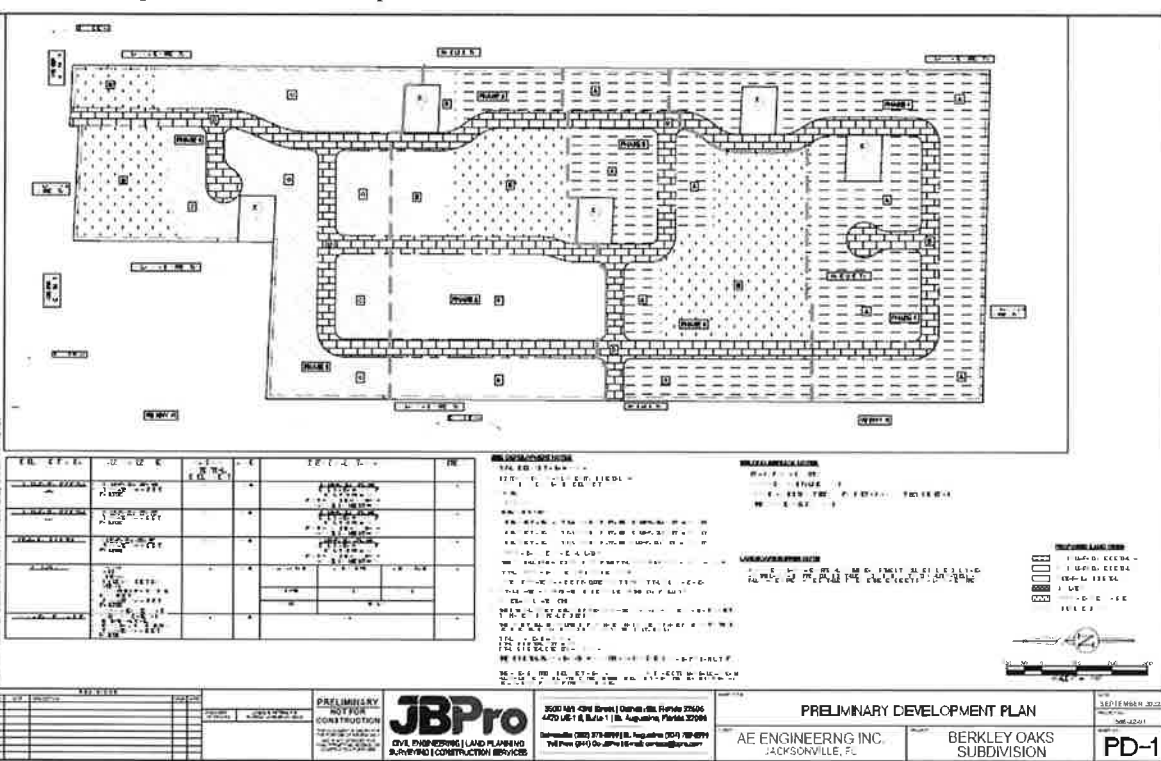
The PD will meet these criteria in that it will promote mixed use land development patterns which combine single family residential and multi-family uses to achieve an attractive, well integrated, and pedestrian and transit friendly environment.

Original concept and new concept are attached.

Original Concept:



New Concept- Planned Development



October 18, 2022

LEGAL REVIEW: None

FISCAL IMPACTS: None

RECOMMENDED ACTION: The preliminary development plan proposed by this PD zoning application meets the City's Land Development Regulations. Planning and Zoning Commission reviewed on 9/27/22 and recommended to City Council for approval. Passed First Public Reading on October 4, 2022.

ATTACHMENTS: Application

ACTION:

_____ **APPROVED** _____ **DISAPPROVED**

ORDINANCE NO. 703

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE ZONING MAP OF THE CITY OF WILLISTON COMPREHENSIVE PLAN PURSUANT TO AN APPLICATION BY COVINGTON FPC, LLC. FOR 47.9 +/- ACRES IDENTIFIED AS NUMEROUS PARCELS (ATTACHED AS EXHIBIT A) ON THE OFFICIAL RECORDS OF THE LEVY COUNTY PROPERTY APPRAISER, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 163, FLORIDA STATUTES; CHANGING THE ZONING AND THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL TO MIXED USE ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON FLORIDA, DESCRIBED HEREIN; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, empowers the City Council of the City of Williston, Florida, hereinafter referred to as the City Council, to prepare, adopt, implement and amend A Comprehensive Plan;

WHEREAS, the City Council of the City of Williston, Florida, did on May 7, 2002, validly approve and adopt the City of Williston Land Development Regulations; and

WHEREAS, an application, RZ-2022-05, for an amendment, as described below, to the Current Zoning Map of the City of Williston Comprehensive Plan has been filed with the City;

WHEREAS, the Planning and Zoning Commission of the City of Williston, designated as the Local Planning Agency, did hold the required public hearing, with public notice having been provided, on said applications for amendments, as described below;

WHEREAS, the Planning and Zoning Commission of the City of Williston reviewed and considered all comments received during said public hearings and the Rezoning Report concerning said applications for amendments, as described below and recommended approval of the above reference applications to the City Council;

WHEREAS, the City Council did hold the required public hearings, under the provisions of the amendment procedures established in Chapters 163 and 166, Florida Statutes, on said applications for amendments, as described below, and at said public hearing, the City Council reviewed and considered all comments received during the public hearing, including the recommendation of the Planning and Zoning Commission, serving also as the Local Planning Agency.

WHEREAS, the City Council has determined and found said applications for amendments, as described below, to be consistent with the Future Land Use Element objectives and policies, and those of other affected elements of the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLISTON,

FLORIDA, AS FOLLOWS:

Section 1. Application RZ-2022-05 by property owner to amend the City's Zoning Map by changing the zoning classification on the following described property described in Exhibit A, attached, from Residential Single Family to Mixed Use is hereby approved.

Section 2. Severability. If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 3. Future Land Use. The Comprehensive Plan Future Land Use Map designation changes enacted herein shall be incorporated into the Comprehensive Plan Future Land Use Map within 48 hours of this ordinance becoming effective.

Section 4. Effective Date. This Ordinance shall become effective immediately Passed on second reading, this 18th day of October, 2022.

PASSED AND DULY ADOPTED, with a quorum present and voting by the City Council of the City of Williston, Florida, after properly dispensing with the final reading this 18th day October, 2022.

ATTEST:

CITY OF WILLISTON

LATRICA WRIGHT
CITY CLERK

DEBRA JONES
PRESIDENT, CITY COUNCIL

KIERSTEN BALLOU
CITY ATTORNEY



EXHIBIT A

A PORTION OF ROBINSON'S ADDITION TO WILLISTON AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 8, OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA, LYING SOUTH OF COUNTY ROAD 316 (SW 12TH AVENUE) (RIGHT OF WAY WIDTH VARIES), AND LYING EAST OF U.S. HIGHWAY 41 (SW 7TH STREET) (RIGHT OF WAY WIDTH VARIES), ALL LYING IN THE NW ¼ OF SECTION 7, TOWNSHIP 13 SOUTH, RANGE 19 EAST, LEVY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, SAID POINT BEING THE CENTERLINE INTERSECTION OF SAID COUNTY ROAD 316 AND U.S. HIGHWAY 41; THENCE ALONG THE NORTH BOUNDARY OF SAID SECTION 7 AND THE CENTERLINE OF COUNTY ROAD 316, S.87°27'14"E., A DISTANCE OF 80.52 FEET; THENCE DEPARTING SAID NORTH BOUNDARY AND CENTERLINE, S.02°28'55"W., A DISTANCE OF 64.65 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID COUNTY ROAD 316; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, S.87°30'30"E., A DISTANCE OF 411.14 FEET TO THE POINT OF BEGINNING. THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: S.87°30'54"E., A DISTANCE OF 321.40 FEET; THENCE N.02°36'16"E., A DISTANCE OF 24.63 FEET; THENCE S.87°27'47"E., A DISTANCE OF 172.52 FEET TO A POINT ON THE WEST BOUNDARY OF BLOCK D, BLOCK K, BLOCK S AND ADJACENT TO PLATTED RIGHT OF WAY, PER PLAT OF AFOREMENTIONED ROBISON'S ADDITION TO WILLISTON; THENCE DEPARTING THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 316, ALONG SAID WEST BOUNDARY, S.00°12'12"W., A DISTANCE OF 2579.77 FEET TO A POINT ON THE SOUTH BOUNDARY OF THE N.W. ¼ OF SAID SECTION 7; THEN DEPARTING SAID WEST BOUNDARY, ALONG SAID SOUTH BOUNDARY, N.88°45'40"W., A DISTANCE OF 933.69 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF AFOREMENTIONED U.S. HIGHWAY 41; THENCE DEPARTING THE SOUTH BOUNDARY OF THE N.W. ¼ OF SAID SECTION 7, ALONG THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 41, N.00°12'51"E., A DISTANCE OF 2015.27 FEET TO THE S.W. CORNER OF LANDS DESCRIBED AS PARCEL D IN OFFICIAL RECORDS BOOK 960, PAGE 18 OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA; THENCE DEPARTING THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY 41, ALONG THE SOUTH BOUNDARY OF SAID PARCEL D, S.87°27'19"E., A DISTANCE OF 440.02 FEET TO THE S.E. CORNER OF SAID PARCEL D, N.00°05'47"E., A DISTANCE OF 560.83 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 49.41 ACRES, MORE OR LESS.

Parcel ID	Legal Description
0631900E01	07-13-19 ROBINSON'S ADD
0631900E02	07-13-19 ROBINSON'S ADDITION
0631900E03	07-13-19 ROBINSON'S ADDITION
0631900E04	07-13-19 ROBINSON'S ADDITION
0631900E05	07-13-19 ROBINSON'S ADDITION
0631900E06	07-13-19 ROBINSON'S ADDITION
0631900E07	07-13-19 ROBINSON'S ADDITION
0631900E08	07-13-19 ROBINSON'S ADDITION
0631900E09	07-13-19 ROBINSON'S ADDITION
0631900E10	07-13-19 ROBINSON'S ADDITION
0631900E11	07-13-19 ROBINSON'S ADDITION
0631900E12	07-13-19 ROBINSON'S ADDITION
0631900E13	07-13-19 ROBINSON'S ADDITION
0631900E14	07-13-19 ROBINSON'S ADDITION

* 219 NORTH NEWNAN STREET 4TH FLOOR * JACKSONVILLE, FL 32202*

* PHONE: 904-337-6324 * FAX: 904-322-8424*



0631900E15	07-13-19 ROBINSON'S ADDITION
0631900E16	07-13-19 ROBINSON'S ADDITION
0631900E17	07-13-19 ROBINSON'S ADDITION
0631900E18	07-13-19 ROBINSON'S ADDITION
0631900E19	07-13-19 ROBINSON'S ADDITION
0631900E20	07-13-19 ROBINSON'S ADDITION
0631900E21	07-13-19 ROBINSON'S ADDITION
0631900E22	07-13-19 ROBINSON'S ADDITION
0631900E23	07-13-19 ROBINSON'S ADDITION
0631900E24	07-13-19 ROBINSON'S ADDITION
0631900E25	07-13-19 ROBINSON'S ADDITION
0631900E26	07-13-19 ROBINSON'S ADDITION
0631900E27	07-13-19 ROBINSON'S ADDITION
0631900E28	07-13-19 ROBINSON'S ADDITION
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0631900F26	07-13-19 ROBINSON'S ADDITION
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0631900F30	07-13-19 ROBINSON'S ADDITION
0631900F31	07-13-19 ROBINSON'S ADDITION
0631900F32	07-13-19 ROBINSON'S ADDITION
0631900G14	07-13-19 ROBINSON'S ADDITION
0631900G15	07-13-19 ROBINSON'S ADDITION
0631900G16	07-13-19 ROBINSON'S ADDITION
0631900G17	07-13-19 ROBINSON'S ADDITION
0631900G18	07-13-19 ROBINSON'S ADDITION

* 219 NORTH NEWNAN STREET 4TH FLOOR * JACKSONVILLE, FL 32202*

* PHONE: 904-337-6324 * FAX: 904-322-8424*



0631900G19	07-13-19 ROBINSON'S ADDITION
0631900G20	07-13-19 ROBINSON'S ADDITION
0631900G21	07-13-19 ROBINSON'S ADDITION
0631900H01	07-13-19 ROBINSON'S ADDITION
0631900H02	07-13-19 ROBINSON'S ADDITION
0631900H03	07-13-19 ROBINSON'S ADDITION
0631900H04	07-13-19 ROBINSON'S ADDITION
0631900H05	07-13-19 ROBINSON'S ADDITION
0631900H06	07-13-19 ROBINSON'S ADDITION
0631900H07	07-13-19 ROBINSON'S ADDITION
0631900H08	07-13-19 ROBINSON'S ADDITION
0631900H09	07-13-19 ROBINSON'S ADDITION
0631900H10	07-13-19 ROBINSON'S ADDITION
0631900H11	07-13-19 ROBINSON'S ADDITION
0631900H12	07-13-19 ROBINSON'S ADDITION
0631900H13	07-13-19 ROBINSON'S ADDITION
0631900H14	07-13-19 ROBINSON'S ADDITION
0631900H15	07-13-19 ROBINSON'S ADDITION
0631900H16	07-13-19 ROBINSON'S ADDITION
0631900H17	07-13-19 ROBINSON'S ADDITION
0631900H18	07-13-19 ROBINSON'S ADDITION
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0631900H20	07-13-19 ROBINSON'S ADDITION
0631900H21	07-13-19 ROBINSON'S ADDITION
0631900H22	07-13-19 ROBINSON'S ADDITION
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0631900H24	07-13-19 ROBINSON'S ADDITION
0631900H25	07-13-19 ROBINSON'S ADDITION
0631900H26	07-13-19 ROBINSON'S ADDITION
0631900H27	07-13-19 ROBINSON'S ADDITION
0631900H28	07-13-19 ROBINSON'S ADDITION
0631900H29	07-13-19 ROBINSON'S ADDITION
0631900H30	07-13-19 ROBINSON'S ADDITION
0631900H31	07-13-19 ROBINSON'S ADDITION
0631900H32	07-13-19 ROBINSON'S ADDITION
0631900I01	07-13-19 ROBINSON'S ADDITION
0631900I02	07-13-19 ROBINSON'S ADDITION
0631900I03	07-13-19 ROBINSON'S ADDITION
0631900I04	07-13-19 ROBINSON'S ADDITION
0631900I05	07-13-19 ROBINSON'S ADDITION
0631900I06	07-13-19 ROBINSON'S ADDITION

* 219 NORTH NEWNAN STREET 4TH FLOOR * JACKSONVILLE, FL 32202*

* PHONE: 904-337-6324 * FAX: 904-322-8424*



0631900I07	07-13-19 ROBINSON'S ADDITION
0631900I08	07-13-19 ROBINSON'S ADDITION
0631900I09	07-13-19 ROBINSON'S ADDITION
0631900I10	07-13-19 ROBINSON'S ADDITION
0631900I11	07-13-19 ROBINSON'S ADDITION
0631900I12	07-13-19 ROBINSON'S ADDITION
0631900I13	07-13-19 ROBINSON'S ADDITION
0631900I14	07-13-19 ROBINSON'S ADDITION
0631900I15	07-13-19 ROBINSON'S ADDITION
0631900I16	07-13-19 ROBINSON'S ADDITION
0631900I17	07-13-19 ROBINSON'S ADDITION
0631900I18	07-13-19 ROBINSON'S ADDITION
0631900I19	07-13-19 ROBINSON'S ADDITION
0631900I22	07-13-19 ROBINSON'S ADDITION
0631900I23	07-13-19 ROBINSON'S ADDITION
0631900I24	07-13-19 ROBINSON'S ADDITION
0631900I25	07-13-19 ROBINSON'S ADDITION
0631900I26	07-13-19 ROBINSON'S ADDITION
0631900I27	07-13-19 ROBINSON'S ADDITION
0631900I28	07-13-19 ROBINSON'S ADDITION
0631900I29	07-13-19 ROBINSON'S ADDITION
0631900I30	07-13-19 ROBINSON'S ADDITION
0631900I31	07-13-19 ROBINSON'S ADDITION
0631900I32	07-13-19 ROBINSON'S ADDITION
0631900J01	07-13-19 ROBINSON'S ADDITION
0631900J02	07-13-19 ROBINSON'S ADDITION
0631900J03	07-13-19 ROBINSON'S ADDITION
0631900J04	07-13-19 ROBINSON'S ADDITION
0631900J05	07-13-19 ROBINSON'S ADDITION
0631900J06	07-13-19 ROBINSON'S ADDITION
0631900J07	07-13-19 ROBINSON'S ADDITION
0631900J08	07-13-19 ROBINSON'S ADDITION
0631900J09	07-13-19 ROBINSON'S ADDITION
0631900J10	07-13-19 ROBINSON'S ADDITION
0631900J11	07-13-19 ROBINSON'S ADDITION
0631900J12	07-13-19 ROBINSON'S ADDITION
0631900J13	07-13-19 ROBINSON'S ADDITION
0631900J14	07-13-19 ROBINSON'S ADDITION
0631900J15	07-13-19 ROBINSON'S ADDITION
0631900J16	07-13-19 ROBINSON'S ADDITION
0631900J17	07-13-19 ROBINSON'S ADDITION

* 219 NORTH NEWNAN STREET 4TH FLOOR * JACKSONVILLE, FL 32202*

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0631900J18	07-13-19 ROBINSON'S ADDITION
0631900J19	07-13-19 ROBINSON'S ADDITION
0631900J20	07-13-19 ROBINSON'S ADDITION
0631900J21	07-13-19 ROBINSON'S ADDITION
0631900J22	07-13-19 ROBINSON'S ADDITION
0631900J23	07-13-19 ROBINSON'S ADDITION
0631900J24	07-13-19 ROBINSON'S ADDITION
0631900J25	07-13-19 ROBINSON'S ADDITION
0631900J26	07-13-19 ROBINSON'S ADDITION
0631900J27	07-13-19 ROBINSON'S ADDITION
0631900J28	07-13-19 ROBINSON'S ADDITION
0631900J29	07-13-19 ROBINSON'S ADDITION
0631900J32	07-13-19 ROBINSON'S ADDITION
0631900T01	07-13-19 ROBINSON'S ADDITION
0631900T02	07-13-19 ROBINSON'S ADDITION
0631900T03	07-13-19 ROBINSON'S ADDITION

CITY COUNCIL AGENDA ITEM

October 18th, 2022

TOPIC: Resolution 2022-84: A Resolution of the City Council of the City of Williston, Florida, establishing authorization for the Council President to authorize the purchase of transformers for the barn well upgrades; and providing an effective date.

REQUESTED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

On September 6th, 2022, City Council approved the contract with Rowe Well and Pump Service LLC, to rehabilitate the Barn Well or City Well number one. While staff planned the schedule for repairs and replacement parts, it was discovered that the current transformers will not be compatible with the new electric panels and systems.

Staff has acquired a timetable of twenty-weeks to acquire the three needed transformers from the ONLY supplier that would even quote or except an order from over sixteen vendors accessible to the City of Williston.

LEGAL REVIEW: None

FISCAL IMPACTS: YES / Capitol Improvement Funds

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Resolution 2022-84 / Quote

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

CITY COUNCIL RESOLUTION NO. 2022-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE COUNCIL PRESIDENT TO AUTHORIZE THE PURCHASE OF TRANSFORMERS FOR THE BARN WELL UPGRADES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Williston, Florida (hereinafter "City") entered a Contract with Rowe Well and Pump Services LLC, on September 6, 2022; and

WHEREAS the Contract Excludes upgrades to existing power infrastructure; and

WHEREAS the City Council desires to purchase three transformers from Emerald Transformer LLC; and

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 made a part of this resolution.

Section 2. The Council President is authorized to execute the necessary contract to accomplish the acquisition of needed transformer for the Barn Well Rehabilitation.

PASSED AND ADOPTED at a meeting of the City Council this 18th day of October 2022.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Latricia Wright, City Clerk

By: _____
Scott Walker, City Attorney

CITY COUNCIL AGENDA ITEM

October 18th, 2022

TOPIC: Resolution 2022-86: A Resolution of the City Council of the City of Williston, Florida, establishing authorization for the City Council President to authorize the signing of a contract for the purchase of electrical department fleet squirt truck with Atlec, Inc.; and providing an effective date.

Requested By: Donald Barber, Public Works Supervisor / Michael Miller, Electric Supervisor

BACKGROUND / DESCRIPTION:

The Electric Department's current squirt truck is going on its sixteenth year in service. Typically, these fleet vehicles last about ten to twelve years. This is the Electric Departments first line of defense for outages, and standard road work.

The current truck has already had the motor and transmission rebuilt and the ariel bucket, (which has to be serviced regularly), has reached close to its safe tenure. Staff is seeking to enter into an agreement to start the production of a new squirt truck. Currently the wait is 18-24 months before a truck is available. This truck would be fully outfitted with equipment and safety tools.

This contract will take at least 18 months to execute. Can finance at that time or acquire a loan.

LEGAL REVIEW: NO

FISCAL IMPACTS: YES / Loan (or) Finance, but not for 18 months, (after Delivery).

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Altec Quote

ACTION:

_____ **APPROVED**

_____ **DISAPPROVE**

CITY COUNCIL RESOLUTION NO. 2022-86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY COUNCIL PRESIDENT TO AUTHORIZE THE SIGNING OF A CONTRACT FOR THE PURCHASE OF ELECTRICAL DEPARTMENT FLEET SQUIRT TRUCK WITH ALTEC INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston has a need for a new squirt truck; and

WHEREAS the future of Electrical Department will require safe and updated tools and equipment; and

WHEREAS the City Council will enter contract with Altec Inc. for the purchase and production of an outfitted 2025 model Squirt Truck.

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 made a part of this resolution.

Section 2. The Council President is authorized to execute the necessary contracts for the purchase and acquisition of a 2025 model Squirt Truck for the City of Williston Electrical Department.

PASSED AND ADOPTED at a meeting of the City Council this 18th day of October 2022.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, Council President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Latricia Wright, City Clerk

By: _____
Scott Walker, City Attorney
Kiersten Ballou, Attorney



Quote Number: 1224566 - 2
Altec, Inc.

September 7, 2022
Our 93rd Year

Ship To:

CITY OF WILLISTON FLORIDA
25 SW 1ST AVE
WILLISTON, FL 32696
US

Attn:
Phone:
Email:

Bill To:

CITY OF WILLISTON FLORIDA
50 NW MAIN ST
PO DRAWER 160
WILLISTON, FL 32696-0000
United States

Altec Quotation Number: 1224566 - 2
Account Manager: Paul Hinson
Technical Sales Rep: Kayla Nicole Shoemaker

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	AT40G Unit Model	1	
2.	ALTEC Model AT40-G telescopic articulating Aerial device with ISO-Boom.	1	
	A. ISO Boom: the inner telescopic fiberglass boom maintains full dielectric integrity even with the fiberglass inner boom fully retracted.		
	B. Hydraulic platform leveling system.		
	C. Hydraulic tool circuit at the platform.		
	D. Emergency lowering valve at the platform.		
	E. Single handle control at the platform with a safety interlock system.		
	F. Two (2) operators and maintenance/parts manuals.		
	G. Working height: 45.6 feet		
	H. Side reach: 29.7 feet		
	I. Low-power fiber-optic control system (FOC-L).		
	J. Continuous rotation		
3.	Poly Hydraulic Reservoir, Pedestal Mounted, 7 Gallon (Includes Sight Gauge)	1	
4.	Post style pedestal mounting	1	
5.	Single One-Man End-Mounted Platform With 180 Degree Rotator, 24 X 30 X 42. Platform is rated at 400 pounds. Control panel on platform dashboard provides controls for auxiliary functions. Includes emergency stop (push-pull) switch and rocker switches, which operate platform leveling, platform rotation, tools, and battery selector (for fiber-optic controls system). Composite fiberglass platform mounting bracket. (AT40G)	1	
6.	Platform Leveling At Lower Controls. AT40-G	1	
7.	Two (2) Platform Steps	1	
8.	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform	1	
9.	Platform liner for a 24 x 30 x 42 inch platform	1	

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And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929

Page 1 of 10

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
10.	4-Function Single Handle Fiber-Optic Controller.	1	
11.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1	
12.	Engine Start/Stop at the upper controls actuated through the Fiber-Optic controls system with Secondary Stowage System (AT40G)	1	
13.	Powder coat unit Altec White.	1	
<u>Unit & Hydraulic Acc.</u>			
14.	HVI-22 Hydraulic Oil (Standard)	9	
15.	Standard Pump for PTO	1	
16.	Hot Shift PTO (for Automatic Transmission)	1	
17.	Standard Altec PTO/Transmission Functionality for Non-Allison Automatic Transmissions: -PTO will engage when transmission is in park and the Parking Brake is engaged. -If transmission is in gear, and PTO switch is activated, PTO will not engage. Transmission will remain in gear. -Once the transmission is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1	
18.	Standard Parking Brake Machine Interlock: Parking (holding) brake must be set before machine is operable.	1	
<u>Body</u>			
19.	108 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 38 Inch Long Side Access Tailshelf to Meet the Following Specifications: A. Basic body fabricated from A40 grade 100% zinc alloy coated steel B. All doors are full, double paneled, self-sealed with built-in drainage. C. Stainless steel hinge rods extend full length of door. D. Door hinges are zinc alloy material attached with rivets E. All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers. F. Heavy-gauge welded steel frame construction with smooth galvanneal floor. G. Possible contact edges are folded for safety. H. Door header drip rail at top for maximum weather protection. I. Neoprene or rolled fenders on wheel fender panels. J. Steel treated for improved primer bond and rust resistance. K. Automotive underseal applied to body. L. Automotive type non-porous door seals fastened to the door facing. M. 108 Inch Body Length N. 40 Inch Body Height (Standard) O. 94 Inch Body Width (Standard) P. 20 Inch Body Compartment Depth (Standard) Q. 8 Inch Body crossmembers (Standard)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	R. No Treadplate On Compartment Tops		
	S. 6 Inch tall wooden tailboard installed at the rear of body cargo area		
	T. Stainless Steel Rotary Paddle Latch With Lock (Standard)		
	U. Master Body Locking System (Standard)		
	V. One (1) wheel chock holder installed in fender panel on each side of body.		
	W. Gas Shock Type Rigid Door Holders For Vertical Doors (Standard)		
	X. Chains On Horizontal Doors		
	Y. Hotstick shelf extending full length of body on Curbside.		
	Z. Drop-Down Hot Stick Door For One (1) Shelf (Right Side)		
	AA. Two (2) Hot Stick Brackets		
	AB. 1st Vertical Streetside (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
	AC. 1st Horizontal Streetside (LH) - One (1) Fixed Shelf With Removable Dividers On 8 Inch Centers		
	AD. Rear Vertical Streetside (LH) - Six (6) Adjustable Locking Swivel Hooks		
	AE. 1st Vertical Curbside (RH) - Seven (7) Adjustable Locking Swivel Hooks, Louvered Panel Installed In Cargo Wall		
	AF. 1st Horizontal Curbside (RH) - Vacant		
	AG. Rear Vertical Curbside (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers		
	AH. One (1) Small Bolt-On Grab Handle Installed At Rear Of Curbside Compartments		
	AI. 38 Inch Tailshelf with Integrated Side Access Steps and Smooth Galvaneal Floor Installed at Rear of Body. Includes One (1) U-Shaped Grab Handle.		
20.	Predesigned Body With Options	1	
21.	Inverter storage inside of body compartment with guard and provisions for remote GFCI receptacle	1	
	CS 1st Vertical		
22.	Additional Steel Top Opening Storage Box	1	
	Insulated Blanket Box		
	- Dimensions 40" tall x 40" long x 8" deep		
	- Hasp lock on front of box		
	- Include 3 pronged blanket rack inside the box		
	- Picture in TC		
23.	Steel Open Top Storage Bin, Punched Metal	1	
	Hose Line Box		
	- Dimensions 108"L x 20"W x 8"H		
	- Installed on CS compartment top		
<u>Body and Chassis Accessories</u>			
24.	ICC Underride Protection, Manual Outrigger Controls, AT37G (E-town)	1	
25.	Rear Torsion Bar	1	
26.	Install Counterweight as Needed	1	
27.	Boom Rest for Telescopic Unit, Cargo Area Mounted	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
28.	Platform Rest, Rigid with Rubber Tube	1	
29.	Platform to be Side Stowed	1	
30.	Rock Guards, Lexan	1	
31.	PVC Canister Kit, 4 DIA Pipe 108 L with Aluminum Cap Door and Mounting U-Bolts Installed on SS compartment tops	1	
32.	Inverter Storage In Remote Steel Enclosure, Located Outside Of Body Compartments With Provisions For Remote GFCI Receptacle In Curbside 1st Vertical	1	
33.	Triangular Reflector Kit (Contains 3 Reflectors), Shipped Per DEPS 042	1	
34.	Slope Indicator Assembly for Machine without Outriggers	1	
35.	Vinyl Manual Pouch for Storage of All Operator and Parts Manuals	1	
<u>Electrical Accessories</u>			
36.	Lights And Reflectors In Accordance With FMVSS 108 (Complete LED)	1	
37.	6-Position Strokes, Amber, LED, Two (2) Surface Mounted Lights In Grille, Two (2) Oval Lights On Body Sides, Two (2) Round Lights At Rear, Class II (Permit May Be Required)	1	
38.	Remote Spot Light, LED, Permanent Mount, With Wireless Dash Mounted Controls And Programmable Wireless Remote (Go-Light #20074) To be determined	1	
39.	Single Tone Backup Alarm, Installed between the chassis frame rails at the rear of the chassis. To work in conjunction with chassis reverse drive system.	1	
40.	Trailer Receptacle, 7-Way (Blade Type) Installed At Rear	1	
41.	Upfitter Switches, Dodge (Supplied With Chassis)	1	
42.	Inverter, 2000 Watt, Pure Sine Wave, 120 VAC (Sensata #MS2012G) Installed in CS 1st vertical	1	
43.	Inverter Wired Ignition Hot To Switch Mounted In Chassis Cab	1	
44.	Electrical Receptacle, 120 Volt, GFCI, Includes Weather-Resistant Enclosure Installed in CS 1st vertical	1	
45.	Power Distribution Module (PDM-6) is a compact self-contained electronic system that provides a standardized interface with the chassis electrical system. (Includes Operator's Manual)	1	
46.	Install Remote Engine Start/Stop System In Final Assembly	1	
47.	Install Secondary Stowage System In Final Assembly	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929



Quote Number: 1224566 - 2
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
48.	PTO Indicator Light, Installed In Cab	1	
<u>Finishing Details</u>			
49.	Front and Rear Frame Mounted Components and Under Body Mounted Components Will Be Painted Black DEPS 005 DEPS 095 (Includes Non OEM Front Bumpers and Cabguards)	1	
50.	Powder Coat Unit Altec White	1	
51.	Repaint Body Custom Color at Final Assembly (Specify Color Code) Once truck is complete down the Final Assembly line, it is to be sent to Dynamic Collisions for paint. - Paint Code - Ford, UX (Ingot Silver) - Quote in TC for contact information	1	
52.	Apply Non-Skid Coating (Black) to All Walking Surfaces DEPS 057	1	
53.	Safety and Instructional Decals English	1	
54.	Vehicle Height Placard Installed In Cab DEPS 002	1	
55.	HVI-22 Hydraulic Oil Placard	1	
56.	Dielectric Test Unit According to ANSI Requirements	1	
57.	Stability Test Unit According to ANSI Requirements	1	
58.	Regional Build	1	
59.	Delivery Of Completed Unit	1	
60.	Inbound Freight	1	
61.	As Built Electrical and Hydraulic Schematics to be Included In the Manual Pouch (Deps 024)	1	
62.	Completed Test Forms To Be Included In The Manual Pouch: -Stability Test Form -Dielectric Test Form (For Insulated Units)	1	
63.	Ship Altec Supply Kit to Customer	1	
64.	AT40G FA Installation	1	
<u>Chassis</u>			
65.	Altec Supplied Chassis	1	
66.	Chassis	1	
67.	2025 Model Year MY2026	1	

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Quote Number: 1224566 - 2
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
68.	Dodge Ram 5500	1	
69.	Dual Rear Wheel	1	
70.	4x4	1	
71.	Chassis Cab	1	
72.	Crew Cab (Full Double Cab With Four Full Length Doors)	1	
73.	Other Chassis Color	1	
	UX - Ingot Silver		
74.	AM/FM Radio	1	
75.	Bluetooth	1	
76.	Dodge Uconnect	1	
77.	Cold Weather Group (Includes Block Heater)	1	
78.	Limited Slip Rear Axle	1	
79.	Skid Plate	1	
80.	Snow Plow Package	1	
81.	Air Conditioning	1	
82.	Cruise Control	1	
83.	Keyless Entry	1	
84.	Power Door Locks	1	
85.	Power Windows	1	
86.	60 Clear CA (Round To Next Whole Number)	1	
87.	GVWR 19,500 LBS	1	
88.	7,250 LBS Front GAWR	1	
89.	13,500 LBS Rear GAWR	1	
90.	Spring Suspension	1	
91.	Cummins 6.7L Turbo Diesel (Dodge)	1	
92.	Diesel	1	
93.	Aisin AS69RC Automatic Transmission (Dodge Chassis)	1	
94.	4.44 Axle Ratio	1	

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UTILITY EQUIPMENT AND BODIES SINCE 1929

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Quote Number: 1224566 - 2
Altec, Inc.

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
95.	NFH - RAM 52 Gallon Fuel Tank (Rear)	1	
96.	RAM 9 Gallon DEF Tank (Under Cab Left Hand)	1	
97.	Dodge 3500-5500 Single Horizontal Right Side Exhaust	1	
98.	Clean Idle Certification	1	
99.	CARB Compliant	1	
100.	225/70R19.5 Front Tire	1	
101.	225/70R19.5 Rear Tire	1	
102.	Hydraulic Brakes	1	
103.	Park Brake In Rear Wheels	1	
104.	AZB - Heavy Duty Front Suspension Group	1	
105.	Dodge PTO Prep Package (Right Hand Side PTO) (LBN)	1	
106.	Vinyl Split Bench Seat	1	

Additional Pricing

107.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
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Miscellaneous

108.	Additional Truck Options	1	
	Altec Supply Tool Kit		
	For details, please contact Peyton Buczek		

Unit / Body / Chassis Total	212,457.00
FET Total	0.00
Total	212,457.00

Altec Industries, Inc.

BY _____

Kayla Nicole Shoemaker

Notes:

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UTILITY EQUIPMENT AND BODIES SINCE 1929

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- 1 Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date.
- For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.
- 2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:
- Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks
- The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.
- 3 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.
- 4 Altec Extended Warranty Option:
- An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.
- Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.
- 5 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.
- 6 Altec Standard Warranty:
- One (1) year parts warranty.
- One (1) year labor warranty.
- Ninety (90) days warranty for travel charges.
- Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.
- Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and

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UTILITY EQUIPMENT AND BODIES SINCE 1929

OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 F.O.B. - Customer Site

9 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on www.altec.com for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

10 Interest charge of 1/2% per month to be added for late payment.

11 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

12 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

13 Any payment made by a credit card may be subject to a surcharge fee.

14 Estimated Delivery: 33-36 months after receipt of order PROVIDING:
A. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.
B. Customer approval drawings are returned by requested date.
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

15 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

We Wish To Thank You For Giving Us The Pleasure
And Opportunity of Serving You

UTILITY EQUIPMENT AND BODIES SINCE 1929



Quote Number: 1224566 - 2
Altec, Inc.

- 16 This quotation is valid until #EXPIRE_DATE#. After this date, please contact Altec Industries, Inc. for a possible extension.
- 17 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email finance@altec.com for more information.
- 18 Please direct all questions to Paul Hinson at

CITY COUNCIL AGENDA ITEM

October 18th, 2022

TOPIC: Resolution 2022-87: A Resolution of the City Council of the City of Williston, Florida, establishing authorization for the City of Williston Council President to Authorize the signing of a contract with Hyda Services, Inc., to work on the city barn well replacement control panel; and providing an effective date.

Requested By: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

On September 6th Council approved a contract for Well Site One Rehabilitation and Reconstruction. After pre-construction meetings with the Rowe Well and Pump Services LLC, it was pointed out that more Electrical components needed to be replaced. More than just the VFD. Rowe Well and Pump Services LLC., does not specialized nor service this part of potential construction.

Only one company would work on this one element of the project without being awarded the entire project. Mr. Douglas Schafer with Hydra Service Inc. Has submitted a quote that staff believes is fair.

LEGAL REVIEW: None

FISCAL IMPACTS: YES / ARPA

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Quote

ACTION:

_____ **APPROVED**

_____ **DISAPPROVE**

CITY COUNCIL RESOLUTION NO. 2022-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY COUNCIL PRESIDENT TO AUTHORIZE THE SIGNING OF A CONTRACT WITH EDMONDS GOVTECH, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston has a need for updating antiquated city-wide software; and

WHEREAS the Customer and residents will be better serviced; and

WHEREAS the City Council will enter a contract with Edmonds GovTech, Inc. for the purchase and implementation of five-year licensing contract for software services and hosting.

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 made a part of this resolution.

Section 2. The Council President is authorized to execute the necessary contracts for the purchase and acquisition of a five-year licensing agreement and contract for software hosting and services for the City of Williston from Edmonds GovTech, INC.

PASSED AND ADOPTED at a meeting of the City Council this 18th day of October 2022.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Latricia Wright, City Clerk

By: _____
Scott Walker, City Attorney
Kiersten Ballou, Attorney



Hydra Service, Inc.
SPECIALIST IN FLUID MOVEMENT

10/7/2022

Donald Barber
Public Works Supervisor
50 N.W. Main Street
P.O. Box 160
Williston, Florida 32696

RE: Water Treatment Plant Well Replacement Control Panel

We are pleased to offer the following materials and services for the WTP Well repairs:

- 1) Control Panel to monitor and control the well site to include:
 - a. Fiberglass 30x36 NEMA 4X Enclosure
 - b. Control power circuit breaker
 - c. Hydralink pump controller
 - d. Power Supply with battery backup
 - e. Cellular Router
 - f. Isolation relays and terminal blocks as required
 - g. 120v surge protection
 - h. Analog input surge protection for flow and pressure readings
 - i. Installation
- 2) Note: Main disconnect, 3 phase wiring and control, motor starting devices provided by others.

Turn-Key Price - \$7,500.00 (Electrical installation performed by a Licensed Florida Electrical Contractor)

If you have any questions, please call me at 772-486-123

Thank you,

Douglas Schafer
Instrumentation and Controls Manager
doug@hydraservice.net

250 Springview Commerce Drive * Debary, Florida 32713 * 772-486-6123

CITY COUNCIL AGENDA ITEM

October 18th, 2022

TOPIC: Resolution 2022-88: A Resolution of the City of Council of the City of Williston, Florida, establishing authorization for the City Council President to authorize the signing of a contract with Edmonds GOVTECH, INC.; an providing an effective date.

Requested By: Aaron Mills, IT Director

BACKGROUND / DESCRIPTION:

As part of this years 2022-2023 budget, the City of Williston elected to take a step forward in customer service by updating our city-wide software. The new company will allow staff in all departments to work in concert with the immediate needs of residents and commercial businesses. Reports, complaints, and audits will be handled in real time in accordance with industry standards.

Another positive outcome for the software upgrade will be the departments' ability to interface with each other so that projects or customer jobs can move fluidly through the processes established by state and local code.

LEGAL REVIEW: YES

FISCAL IMPACTS: YES / \$70,500 startup costs, \$ 58,985 Annual cost

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: None

ACTION:

☐ **APPROVED**

☐ **DISAPPROVE**

CITY COUNCIL RESOLUTION NO. 2022-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY COUNCIL PRESIDENT TO AUTHORIZE THE SIGNING OF A CONTRACT WITH EDMONDS GOVTECH, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston has a need for updating antiquated city-wide software;
and

WHEREAS the Customer and residents will be better serviced; and

WHEREAS the City Council will enter a contract with Edmonds GovTech, Inc. for the purchase and implementation of five-year licensing contract for software services and hosting.

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 made a part of this resolution.

Section 2. The Council President is authorized to execute the necessary contracts for the purchase and acquisition of a five-year licensing agreement and contract for software hosting and services for the City of Williston from Edmonds GovTech, INC.

PASSED AND ADOPTED at a meeting of the City Council this 18th day of October 2022.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

By: _____
Latricia Wright, City Clerk

By: _____
Scott Walker, City Attorney
Kiersten Ballou, Attorney



Customer: Williston City

Customer Address: 50 NW Main Street
Williston, FL 32698

Customer County: Levy

Customer Admin Contact: Aaron Mills

Customer Admin Phone: 352-528-3060

Customer Admin Email: amills@willistonfl.org

Sales Order

Order #: 00004159

Sales Order Date: September 26, 2022

Effective Date: Date of customer signature below

New/Add-On: New Logo Core

Sales Rep: Darrin Love

Investment Summary

Software Services - Subscription	\$52,985.00
Hosting Services	\$6,000.00
Professional Services - Implementation	\$32,500.00
Conversion Services	\$38,000.00
Year 1 Investment:	\$129,485.00

Summary Notes

One-time Implementation Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

One-time Data Conversion Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

Hosting Services Fees: 100% will be invoiced on the Effective Date for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to each anniversary of the Effective Date.

Annual Subscription Fees: 100% will be invoiced upon execution of the contract for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to the anniversary of the term date.

All invoices shall be paid within 30 days of the invoice date. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

Software Services - Subscription	Amount
AR & Business Licensing - 5 Year	\$3,000.00



Software Services - Subscription	Amount
Finance Super Suite - 5 Year	\$7,000.00
Human Resources - 5 Year	\$4,000.00
Inventory Control - 5 Year	\$6,000.00
Payroll - 5 Year	\$5,000.00
Permitting & Code Enforcement - 5 Year	\$6,000.00
Permitting Self-Service - 5 Year	\$4,000.00
Resident Self-Service - 5 Year	\$3,000.00
Utility Billing & Collections - 5 Year	\$8,000.00
ViewPoint Dashboard - 5 Year	\$995.00
WIPP - AR - 5 Year	\$995.00
WIPP - Utility - 5 Year	\$995.00
Work Orders - 5 Year	\$4,000.00

Annual Fees: \$52,985.00

Hosting Services	Amount
Hosting (Level II)	\$6,000.00

Annual Fees: \$6,000.00

Professional Services - Implementation	Amount
Standard AR/Business Licensing Implementation	\$2,500.00
Standard Finance Implementation I	\$7,250.00
Standard Permitting Implementation	\$9,250.00
Standard Personnel Implementation I	\$5,000.00
Standard Utility Implementation I	\$7,750.00
ViewPoint Dashboard Implementation	\$750.00

Professional Services - Implementation	Amount
One-Time Fees:	\$32,500.00

Conversion Services	Amount
Accounts Receivable – Base Conversion	\$3,500.00
- Customer demographic Information	
- Active business license records for current year	
- Does not include any invoice history (open or closed)	
Finance - Base Conversion	\$5,000.00
Chart of Accounts	
Summary Account Financial Information for 3 years + current fiscal year budgets	
- Opening/Ending Balances	
- Summarized Year to Date Activity	
- Vendor Master Information	
- Current Calendar Year 1099 Payment Totals	
- Fixed Asset Master Information	
Human Resources- Advanced Conversion	\$5,000.00
- Employee Master Information	
- Employee Profile History	
- Salary, Position, Education History, etc.	
- Employee ACA Benefit Information	
- Employee Dependent Benefit Information	
- Employee Benefit Time Transaction History for 3 years + current	
Inventory - Base Conversion	\$5,000.00
- Inventory Master and Balance Information	
- Inventory History for 1 year + current based on transaction date	
Payroll - Base Conversion	\$4,500.00
- Employee Master Information	
- Current Year Check History	
- Gross Pay	
- Detailed Deductions	
- Detailed Taxes	
- Net Pay	
- Leave Time Balances	
Permitting - Base Conversion	\$7,500.00
- Parcel Master Information	

Conversion Services**Amount**

- Permit History for 1 year + current based on permit issue date
- Inspection History Information for Converted Permits
- Contractor Master Information
- Permit Fee History

Utility Billing - Base Conversion**\$5,500.00**

- Current Customer Master Account and Bill to Information
- Meter Master Information
- Current Billing Configuration (Services, cycles, rates, etc.)
- Current Open Balance Information for Active and Inactive Accounts (Open balances by service, Penalty, Interest, Deposits, etc.)
- Minimum required consumption information needed to calculate next cycle billing by service

Work Orders - Base Conversion**\$2,000.00**

- Open Work Order Information

One-Time Fees:**\$38,000.00****Software Services - Subscription Notes**

Initial term of the Software Services are a 60 month subscription, commencing 90 days after the Effective Date.

Thereafter, the Software Services subscription shall renew automatically for 12-month renewal terms unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

Hosting Services Notes

The Initial Hosting Services Term shall be 60 months commencing on the Effective Date.

The Hosting Services Terms shall renew automatically for 12-month renewal terms at then-current applicable Fees unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

Professional Services - Notes

Includes all standard implementations listed under "Professional Services - Implementation".

Professional Services - Notes

Includes all standard implementations listed under "Professional Services - Implementation".



Sales Order Notes

Please return executed Sales Orders via
DocuSign or Email to:
Edmunds GovTech, Inc.
Email: SalesOrders@EdmundsGovTech.com
P: 888.336.6999 | F: 609.645.3111
www.EdmundsGovTech.com
Sales Order #: 00004159

THE UNDERSIGNED IS AUTHORIZED TO EXECUTE THIS SALES ORDER ON BEHALF OF CUSTOMER AND ACKNOWLEDGES AND AGREES ON BEHALF OF CUSTOMER THAT (A) ALL SERVICES SET FORTH IN THIS SALES ORDER ARE SUBJECT TO AND GOVERNED BY THE EDMUNDS GOVTECH, INC. SERVICE TERMS AND CONDITIONS AVAILABLE AT THE FOLLOWING URL: <https://go.edmundsgovtech.com/terms> (THE SERVICE TERMS), WHICH ARE INCORPORATED INTO THIS SALES ORDER, AND (B) THIS SALES ORDER, INCLUDING THE SERVICE TERMS, IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN EDMUNDS GOVTECH (OR OUR AFFILIATE PROVIDING THE SERVICES DESCRIBED HEREIN) AND CUSTOMER CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS TERMS AND CONDITIONS, INCLUDING ANY PURCHASE ORDER CUSTOMER MAY PROVIDE OR ANY PRIOR COURSE OF DEALING OR USAGE OF TRADE, AND SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL HAVE NO FORCE OR EFFECT.

EDMUNDS GOVTECH, INC.

Williston City

By: Darrin Love
Darrin Love
Regional Sales Director

Date: 09/26/2022

By: _____
Aaron Mills
IT Director

Date: _____





Williston City Payment Schedule

Prepared by: Darrin Love, Regional Sales Director

Proposal Date: 09/26/2022

Year 1 Investment	Amount Due
Subscription Fees (100%)	\$52,985.00
Implementation Fees (50%)	\$16,250.00
Hosting Fees (100%)	\$6,000.00
Conversion Fees (50%)	\$19,000.00
Upon Contract Execution: Payment 1	\$94,235.00
Implementation Fees (25%)	\$8,125.00
Conversion Fees (25%)	\$9,500.00
60 Days After Contract Execution: Payment 2	\$17,625.00
Implementation Fees (25%)	\$8,125.00
Conversion Fees (25%)	\$9,500.00
60 Days After Go-Live: Payment 3	\$17,625.00
Total Year 1 Investment	\$129,485.00
 Year 2-5 Investment	 Amount Due
Subscription Fees (100%)	\$52,985.00
Hosting Fees (100%)	\$6,000.00
Annual Payment	\$58,985.00



October 18, 2022

CITY COUNCIL AGENDA ITEM

TOPIC: African-American Historical and Cultural Grant Acceptance

REQUESTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

The City of Williston was awarded African-American Historical and Cultural Grant managed by the Department of State in the amount of \$465,392 for the Cornelius Williams Sports Complex.

This resolution gives authority to the City Manager to accept and to execute and submit all documents relating related to the grant on the behalf of the City.

LEGAL REVIEW: None

FISCAL IMPACTS: \$465,392

RECOMMENDED ACTION: Approve

ATTACHMENTS: Resolution 2022-90

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION NO. 2022-90

A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING ACCEPTANCE AND EXECUTION OF THE GRANT AWARDED BY THE FLORIDA DEPARTMENT OF STATE TO MAKE IMPROVEMENTS TO THE CITY OWNED PARK, CORNELIUS WILLIAMS SPORTS COMPLEX.

WHEREAS, the City of Williston applied for a grant through the Department of State; and

WHEREAS, the City of Williston was awarded a African-American Historical and Cultural Grant.

WHEREAS, the City of Williston desires to make improvements to the Sports Complex to improve the experience at the Complex for the citizens.

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 African-American Historical and Cultural 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 18th day of October, 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

**GRANT AWARD AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE**

AND
City of Williston
010826352
23.s.aa.900.137

This Agreement is by and between the State of Florida, Department of State, hereinafter referred to as the "Department," and the City of Williston hereinafter referred to as the "Grantee."

The Grantee has been awarded an African-American Historical and Cultural Grant by the Department, grant number 23.s.aa.900.137 for the Project "Cornelius Williams Sports Complex" in the amount of \$465,392 ("Grant Award Amount"). The Department enters into this Agreement and has the authority to administer this grant in accordance with Section 152 of the 2021-2022 General Appropriations Act and Section 197 of the 2022-23 General Appropriations Act.

Funding for this grant is provided by the federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program established by the American Rescue Plan, Pub. L. No. 117-2 (ARPA), as authorized by the Department of the Treasury. Federal funds disbursed under this program may only be used in compliance with ARPA, Treasury's regulations implementing the Act, applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable federal statutes, regulations, and executive orders. For additional information about the SLFRF program, see the Assistance Listing in SAM.gov under assistance listing number (formerly known as CFDA number) 21.027.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Cornelius Williams Sports Complex," the public purpose for which these funds were appropriated.

- a. The Grantee shall perform the following **Scope of Work**:

Funds are to be used to make improvements to the Cornelius Williams Sports Complex. Work items include: expanding and improving parking lot #1; creation of a new parking lot; installation of two new sidewalks; creation of access drive; and installation of perimeter fence.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

- b. The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
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1	Fixed Price	Provide one (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) copy of the Certificate of Completion for participation in the Grants Management Webinar demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	One (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) Certificate of Completion demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	\$116,348
2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed for review and approval; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$116,348
3	Fixed Price	Complete and Submit one (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$116,348

4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, for review and approval. In addition, a new/updated FMSF form (for previously extant structures over 50 years old); for the property and executed Restrictive Covenant filed with the County Clerk shall be submitted prior to final payment; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) copy of the executed Restrictive Covenant filed with the County Clerk; One (1) Single Audit Form; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$116,348
Totals				\$465,392

- c. The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.
 - d. Should grant expenditures vary from the budgeted grant amount for any line item in Attachment A (Estimated Project Budget) by more than 20%, the Grantee shall be required to submit a proposal for revision of the Estimated Project Budget with a written explanation for the reason(s) for deviation(s) from the original Estimated Project Budget to the Division for review and written approval.
2. **Length of Agreement.** This Agreement shall begin on July 1, 2021, and shall end June 30, 2023, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Department approves such extension. The Grantee's written request for such extension must be submitted to the Department no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.
 3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Department :

Teri Abstein
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Phone: 850.245.6299

Email: teri.abstein@dos.myflorida.com

For the Grantee:

Contact: Laura Jones

Address: 50 NW Main Williston Florida 32696

Phone: 352.528.3060

Email: city.planner@willistonfl.org

4. **Grant Payments.** All grant payments are requested online via <https://dosgrants.com/> by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Department in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Department staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
 - a. All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b. All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a1-26e-direct-deposit-vendors.pdf?sfvrsn=ef728cf_16 where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 issued by DFS is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <http://www.flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Department, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Department to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Department's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a. Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state or federal funds.
 - b. If the Grantee has spent less than the Grant Award Amount in state or federal funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state or federal dollars and the Grant Award Amount.
 - c. The Division may reduce individual payments by 10% if the completed deliverable is not consistent with any applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at <https://www.nps.gov/subjects/historicpreservation/standards.htm> or applicable industry standards.The Department shall reduce total grant funding for the Project in direct proportion to any required match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Department any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

- a) For all projects involving **development activities**, the following special conditions apply:
 - i. All project work shall be completed under the supervision of a licensed architect or licensed contractor.
 - ii. All project work affecting a Historic Property must be in compliance with the **Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation** available online at:
<https://www.nps.gov/subjects/historicpreservation/standards.htm>
 - iii. The Grantee shall provide photographic documentation of the Project activity. Guidelines regarding the photographic documentation are available online at <https://dos.nyflorida.com/historical/grants/special-category-grants/>
 - iv. Architectural Services
 - A. All projects shall require contracting for architectural/engineering services.
 - B. The Grantee may request a waiver of this requirement from the Department if they believe that the architectural/engineering services are not needed for the Project. The Department shall make a recommendation to the Grantee after review of the proposed work.
 - v. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

 - A. Upon completion of **schematic design**;
 - B. Upon completion of **design development and outline specifications**; and
 - C. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.
 - vi. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
 - vii. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
 - A. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
 - B. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
 - C. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
 - D. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Division of Historical Resources, Bureau of Historic Preservation's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the

direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*.

- E. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.

b) For all projects involving **survey activities**, the following special conditions apply:

- i. The Grantee shall submit survey contracts to the Department for review and approval prior to execution.
- ii. A 1A-32 permit must be obtained from the Division of Historical Resources, Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Department, if applicable.
- iii. For historical structure and archaeological surveys, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at <https://dos.myflorida.com/historical/grants/small-matching-grants/>. The survey report shall conform to *Chapter 1A-46, Florida Administrative Code*.

c) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program Grant Subrecipients must comply with the Federal Special Conditions contained in Attachment C.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a. "This project is sponsored in part by the Department of State and the State of Florida." Any variation in this language must receive prior approval in writing by the Department.
- b. All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Department as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work within six (6) months from the date of execution of this Agreement, except as allowed below.

- a. **Extension of Encumbrance Deadline:** The encumbrance deadline indicated above may be extended by written approval of the Department. To be eligible for this extension, the Grantee must demonstrate to the Department that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
- b. **Encumbrance Deadline Exception:** For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Department. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via <https://dosgrants.com/>. If the Grant Period end date set forth in Section 2 is extended in accordance with the requirements of Section 7 and Section 15 of this Agreement, additional quarterly progress reports shall be submitted until the expiration of the Grant Period.

- a. **First Project Progress Report** is due by July 15, 2022, for the period April 1 - June 30, 2022.
- b. **Second Project Progress Report** is due by October 15, 2022, for the period July 1 - September 30, 2022.
- c. **Third Project Progress Report** is due by January 15, 2023, for the period October 1 - December 31, 2022.

- d. **Fourth Project Progress Report** is due by April 15, 2023 for the period ending January 1 - March 31, 2023.
 - e. **Fifth Project Progress Report** is due by July 15, 2023, for the period ending April 1 - June 30, 2023.
 - f. **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, and 2 CFR Part 200.
13. **Matching Funds.** Grantee is not required to provide matching funds if the Grant Award Amount is equal to or less than \$500,000. *However*, if the Grant Award Amount is greater than \$500,000, Grantee is required to provide a 50% match of the amount above \$500,000. The Grantee is responsible for any matching funds included in the budget in Attachment A, whether required or voluntary. The Grantee must submit documentation that the match requirements of this Agreement have been met and provide to the Department documentation evidencing expenses incurred to comply with this requirement.
14. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and any required matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed six (6) months, unless the Grantee can clearly demonstrate extenuating circumstances: *provided, however*, that under no circumstances may this Agreement be extended beyond the period of performance for use of SLFRF funds, as set forth by the Department of the Treasury. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Department, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Department that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures (grant and match) shall be in compliance with applicable federal and state statutes, regulations, the program guidelines, and this agreement. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and 2 CFR Part 200;
 - c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - d) Expenditures of state or federal financial assistance not in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019) and 2 CFR Part 200.
 - e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
 - f) For project activities directed at a Historic Property, expenditures for work not consistent with the applicable historic Preservation Standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch_stnds_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;

- g) Costs for projects having as their primary purpose the fulfillment of Federal or State regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;
- h) Projects directed at activities or Real Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
- i) Entertainment, food, beverages, plaques, awards or gifts;
- j) Costs not documented in accordance with the provisions of the Grant Award Agreement;
- k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
- l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement;
- m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
- o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- p) Accessibility improvements for Religious Properties;
- q) Parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits; or commercial projects (coffee shops, cafés, and gifts shops as part of the facility are allowable);
- r) Furniture and equipment unnecessary to furnish and operate a new or improved facility as part of a Fixed Capital Outlay project. Specific prior approval must be granted by the Department for all expenditures for furniture and equipment;
- s) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant assisted project);
- t) Travel expenditures, including those of personnel responsible for items of work approved by the Department, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- u) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

- 17. Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, the *Reference Guide for State Expenditures* and 2 CFR Part 200.
- 18. Repayment.** All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: African-American Cultural and Historical Grant Program, Department of State, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.
- 19. Single Audit Act.** The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at <https://dosgrants.com/>. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.
- 20. Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Department or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 22. Obligation to Provide Public Access to Grant Records.** The Department reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Department's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Restrictive Covenants.** The Grantee and the Property Owner(s), if different, shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to initial release of final payment. The Restrictive Covenants shall include at a minimum the following provisions:
- a. The Restrictive Covenants shall run with the title of the property, shall encumber the property and shall be binding upon the Grantee and the Property Owner(s), if different, and their successors in interest for ten (10) years from the date of the recordation of the Restrictive Covenants for projects involving improvements to Real Property.
 - b. The Grantee and Property Owner(s) shall permit the Department to inspect the property at all reasonable times to determine whether the Grantee and Property Owner(s) are in compliance with the terms of the Restrictive Covenants.
 - c. In the case of Historic Properties, the Grantee and Property Owner(s) shall maintain the property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
 - d. In the case of Cultural Facilities, the Grantee and Property Owner(s) shall maintain the property as a building which is be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in Section 265.283(7), Florida Statute. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - e. The Grantee and Property Owner(s) agree that no modifications will be made to the property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department.
 - f. The Restrictive Covenants shall contain the following amortization schedule of the repayment of grant funds, should the Grantee or Property Owner(s) or their successors in interest violate the Restrictive Covenants.
 - i. **Amortization Schedule for projects involving improvements to Real Property:**
If the violation occurs within the first five (5) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first five (5) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five (5).
 - g. Other provisions as agreed upon by the Department and the Grantee.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a. The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

- b. Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Department.
 - c. An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d. The name of the account(s) must include the grant award number;
 - e. The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - f. Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
- 26. Availability of Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Department shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
- 27. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
- 28. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Department shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Department.
- 29. Liability.** The Department will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Department.
- a. The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Department harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b. Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c. The Department shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d. The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- 30. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws

and regulations of the local, state and federal law.

- 31. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, disability or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
- 32. Breach of Agreement.** The Department will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
- 33. Termination of Agreement.**
- a. **Termination by the Department.** The Department will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Department will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Department will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Department terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Department deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Department, with interest, within thirty (30) days after termination of this Agreement. The Department does not waive any of its rights to additional damages, if grant funds are returned under this Section.
 - b. **Termination for convenience.** The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
 - c. **Termination by Grantee.** The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
- 34. Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- 35. Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Department, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Department approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
- 36. Required Procurement Procedures for Obtaining Goods and Services.**
- a. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Department for review and approval prior to execution of project contracts.
 - b. Grantee's procurement standards must be consistent with 2 C.F.R. §§ 200.317 – 200.327, as applicable. All procurement

transactions for goods or services must be conducted in a manner providing full and open competition, consistent with the standards outlined in 2 C.F.R. §200.320, which allows for non-competitive procurements only in circumstances where at least one of the four applicable conditions provided are met; *provided, however*, that 2 C.F.R. §200.320(c)(4) is not applicable to SLFRF program awards.

37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Department of State.
39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a. This Agreement
- b. Estimated Project Budget (Attachment A)
- c. Single Audit Act Requirements and Exhibit I (Attachment B)
- d. Federal Special Conditions (Attachment C)
- e. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment D)

In acknowledgment of this grant, provided from funds appropriated in the Florida FY2021-22 General Appropriation Act, the Florida FY2022-23 General Appropriation Act and the federal Coronavirus State Fiscal Recovery Fund (Public Law 117-2), I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

Grantee:

By: _____

By: _____
Authorizing Official for the Grantee

Division Director _____

Division of _____

Typed name and title

Date

Date

ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Other			
Engineering and Design	\$35,000	\$0	\$0
10' Black Galvanized Chain -Linked Perimeter Fence	\$192,330	\$0	\$0
93,215 SF Asphalt Super Paved 9.5 @ 1.5" Includes Prime Tack and Seal Installed	\$150,180	\$0	\$0
Striping	\$1,400	\$0	\$0
Permitting	\$7,605	\$0	\$0
Mobilization for Parking Lots	\$1,500	\$0	\$0
Sub-Base for Asphalt	\$13,000	\$0	\$0
ADA Compliant Sidewalks Materials and Installation	\$5,500	\$0	\$0
Four 10' Swing Gates with Two Pieces Each and Hardware	\$4,000	\$0	\$0
Posts and Wire for Parking Lot Delineation	\$1	\$0	\$0
Land Clearing for Perimeter Fence	\$11,500	\$0	\$0
1,346 Posts for Perimeter Fence	\$40,375	\$0	\$0
Mobilization for Fencing	\$1,500	\$0	\$0
Mobilization for Access Drive	\$1,500	\$0	\$0
Handicapped Signs	\$1	\$0	\$0
<i>Subtotals</i>	<i>\$465,392</i>	<i>\$0</i>	<i>\$0</i>
Totals	\$465,392	\$0	\$0

ATTACHMENT B

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department of Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) <http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State through the <https://dosgrants.com/> grants management system
 - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State through the <https://dosgrants.com/> grants management system
 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401

111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five years from the date the audit report is issued, and shall allow the Department of State, or its designee, the CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of State, or its designee, the CFO, or Auditor General upon request for a period of at least three years from the date the audit report is issued, unless extended in writing by the Department of State.

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Assistance Listing number (formerly known as CFDA number) 21.027. \$465,392

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 31 CFR Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

ATTACHMENT C

FEDERAL SPECIAL CONDITIONS

In addition to the terms and conditions contained in this agreement and the program guidelines generally applicable to grants awarded by the Department, African-American Cultural and Historical Grants, as federal pass-through grants, are also subject to additional federal requirements for use of SLFRF funds. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, Applicant Organizations should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects.

The following sections provide a general summary of compliance responsibilities under applicable federal statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients of SLFRF funds are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

Grantee, as a subrecipient of federal funds, should ensure they remain in compliance with all SLFRF Award Terms and Conditions.

1. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. As such, the Department will implement robust internal controls and effective monitoring of subrecipients to ensure compliance with the Cost Principles, which are important for building trust and accountability. SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.
2. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.
3. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds (as approved by the Department) must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
4. **Period of Performance.** All SLFRF funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury.
5. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive

bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

6. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(c)(1), including with respect to lending programs.
7. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting to the Department, for use in its required reporting to Treasury.
8. **SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.
9. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").
10. **Single Audit Requirements.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
11. **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

12. **General Federal Regulations.** Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 110 *et sequence*.
13. **Rights to Patents and Inventions Made Under a Contract or Agreement.** Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.
14. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175).** Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:
- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
15. **Whistleblower Protection.** Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).
- i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
 - ii. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - iii. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.
16. **Notification of Termination (2 CFR § 200.340).** In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.
17. **Additional Lobbying Requirements.**
- i. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
 - ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
 - iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this

Agreement for membership dues to any entity or organization engaged in lobbying activities.

18. **Compliance with Assurances.** Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.
19. **Federal Reporting Requirements (FFATA).** Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.
20. **2 CFR Part 200 Appendix 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards** In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
 - i. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - iii. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" [60 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - iv. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#) and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#) "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#) "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The Davis-Bacon Act requirements do not apply to projects funded solely with award funds from the SLFRF. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.
 - v. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 3](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of

a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- vii. Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- viii. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- ix. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- x. Procurement of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xi. Prohibition on Certain Telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - A. Procure or obtain;
 - B. Extend or renew a contract to procure or obtain; or
 - C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- D. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. See Public Law 115-232, section 889 for additional information.
- F. See also 2 CFR § 200.471.
- xii. Domestic Preferences for Procurements.
- A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ATTACHMENT D

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

RESTRICTIVE COVENANTS (Cultural)

Project Name: Cornelius Williams Sports Complex

Grant Number: 23.s.aa.900.137 ("Grant")

THESE RESTRICTIVE COVENANTS are entered into this ____ day of _____, 20__, by **City of Williston**, hereinafter referred to as the Owner, and shall be effective for a period of ten (10) years from the date of recordation.

WHEREAS, the Owner is the fee simple titleholder of the Property located at **21000 NE 40th Street, Williston, Levy County, Florida**, as described in Exhibit A, attached to and made a part hereof, and

WHEREAS, the **City of Williston** is to receive African-American Cultural and Historical Grant funds administered by the State of Florida, Department of State, R.A. Gray Building, 500 South Bronough Street, Tallahassee, Florida 32399-0250, hereinafter referred to as the Department, in the amount of **\$465,392**, to be used for the purposes identified in the grant for property of the Owner as described in Exhibit A, and

WHEREAS, said funds have been or will be expended for the purpose identified in the grant, which shall be for an African-American cultural or historical project,

Now THEREFORE, as part of the consideration for the grant, the **City of Williston** hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the **City of Williston** and its successors in interest, if any, for a period stated in the preamble above:

1. The **City of Williston** shall maintain the facility as a "cultural facility," defined as a building which shall be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in s. 265.283(1), F.S. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms. The facility shall be used for the purposes identified in the Grant agreement.
2. If the Property is older than fifty (50) years at the time of recordation, the **City of Williston** agrees (a) to maintain the property in accordance with good preservation practices and the Secretary of the Interior's Standards for Rehabilitation, and (b) that no modifications will be made to the Property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department's Bureau of Historic Preservation.
3. The **City of Williston** agrees that the Department, its agents and its designees shall have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.

4. The **City of Williston** agrees that these restrictions shall encumber the property for a period of ten (10) years from the date of recordation, and that if the Grant Recipient violates this covenant, it shall repay the grant funds to Division pursuant to the amortization schedule set forth below:
 - a. If the violation occurs within five (5) years following the execution of the grant award agreement, 100% of the grant amount;
 - b. If the violation occurs more than five (5) but less than six (6) years following execution of the grant award agreement, 90% of the grant amount;
 - c. If the violation occurs more than six (6) but less than seven (7) years following the execution of the grant award agreement, 80% of the grant amount;
 - d. If the violation occurs more than seven (7) but less than eight (8) years following execution of the grant award agreement, 70% of the grant amount;
 - e. If the violation occurs more than eight (8) but less than nine (9) years following execution of the grant award agreement, 60% of the grant amount; and
 - f. If the violation occurs more than nine (9) but less than ten (10) years following execution of the grant award agreement, 50% of the grant amount.
5. Any amount due from the Grantee as a result of a violation of this restrictive covenant shall be due in full within 90 days of the violation, or some other period of time as agreed upon by the parties.
6. If the entire amount due under the provisions of paragraph five (5) is not repaid by the Grantee within the time allotted, the Parties agree that the Division may obtain a stipulated judgment against the Grantee for the amount due plus interest at the current legal rate, and record it in the public records of the county where the Property is located. The Parties further agree that such a judgment shall be a stipulated judgment by virtue of full execution of this restrictive covenant; that it shall not require further approval of the Grantee to obtain; and that no trial or hearing shall be necessary to make such a stipulated judgment legally effective. Such a judgment, when recorded, shall be considered a valid lien upon Grantee's interest in the Property, including all improvements funded in whole or part by grant funds.
7. The Owner agrees to file these covenants with the Clerk of the Circuit Court of **Levy County**, Florida, and shall pay any and all expenses associated with their filing and recording.

8. The **City of Williston** agrees that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the **City of Williston** has read these Restrictive Covenants and has hereto affixed their signature.

WITNESSES:

Witness Signature

OWNER Signature

Witness Name Typed/Printed

Owner's Address

Witness Signature

City State Zip

Witness Name Typed/Printed

The State of Florida
County of _____

I certify that on this date before me, an officer duly authorized in the state and county named above to take

acknowledgments, that _____ personally
(Name)

appeared as _____ for _____
(Officer) (Name of Corporation/Partnership)

known to me to be or who proved to my satisfaction that he/she is the person described in and who executed the foregoing instrument.

Type of Identification Produced _____

Executed and sealed by me at _____, Florida on _____, 20____.

Notary Public in and for

The State of _____

My commission expires: _____

[SEAL]

This document was prepared by the following individual:
Teri R. Abstein
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399-0250

October 18, 2022

CITY COUNCIL AGENDA ITEM

TOPIC: Cowboy Heritage – Florida Cracker Beef Cattle

REQUESTED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

Mr. Scott Crossman with Crossman and Company contacted us with a request to sponsor a project to reflect the pioneering cowboy heritage of Williston.

According to Mr. Crossman, his wife Sherry, has a 178 year history with the property they purchased in Stafford's Prairie that included her great, great, great grandfathers, James Blich (1808-1860), Gosper Sistrunk (1807-1870) and Rev. Daniel Edwards (1804-1868). James acquired 160 acres on the East side of the prairie in 1844 as part of the Armed Occupation Act, Gosper Sistrunk homesteaded North of the prairie and is buried in Plummer Cemetery at the entrance of their ranch and Daniel Edwards founded First Baptist Church of Williston on their prairie in 1858.

James Blich married Martha Willis in 1835 and took in her orphaned sister Mary and brother Jesse who later founded Williston. James sons Newton and Simeon were active state politicians.

According to the US Census, in 1860 the Blich family were raising hundreds of Cracker cattle on the Stafford's Prairie which inspired Sherry and I to go back into the family business. They now have what is considered the largest remaining herd of pure Crackle cattle and recently have had their beef featured in Klaw Restaurant in downtown Miami and Kres Chophouse in downtown Orlando.

LEGAL REVIEW: None

FISCAL IMPACTS: TBD

RECOMMENDED ACTION: Allow Staff to pursue project

ATTACHMENTS: None

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**



NEWTON A. BLITCH

OCTOBER 12, 1844 - OCTOBER 30, 1921

IN 1844, NEWTON A. BLITCH WAS BORN AT STAFFORD'S POND TO JAMES AND MARTHA BLITCH WHERE THEIR FAMILY RAISED FLORIDA CRACKER CATTLE. NEWTON ENLISTED IN THE FLORIDA CAVALRY DURING THE CIVIL WAR AND LATER SERVED IN A VARIETY OF ELECTED AND APPOINTED STATE OFFICES.

FLORIDA HOUSE OF REPRESENTATIVES (LEVY COUNTY): 1883, 1887, 1889, 1891

FLORIDA STATE SENATE 21ST DISTRICT: 1893, 1895, 1897, 1899, 1901, 1903

INFORMATION SOURCE: GREAT, GREAT GRANDDAUGHTER SHERRY CROSSMAN

Stafford's Prairie Ranch

Williston, Florida



Our Story

In 1844, Newton Blitch was born at Stafford's Pond to James and Martha Blitch where their family raised Florida Cracker Cattle. Newton enlisted in the Florida Calvary during the Civil War and later served in a variety of elected and appointed State offices. Continuing the family tradition over 175 years later, Newton's great, great granddaughter Sherry Crossman and her husband Scott have one of the largest remaining herds of registered Florida Cracker Cattle which they keep at Stafford's Pond.

Florida Cracker Cattle

Florida Cracker Cattle became the foundation of the American cattle industry as descendants of Andalusian cattle brought by Juan Ponce De Leon in 1521. Ranching was born when Jesuit and Franciscan Friars set up a system of missions across north Florida and taught the Native Americans to tend livestock and crops. The Spanish herds, as well as those kept by the Native Americans flourished on the prairies and rangelands of Florida. Over the years, the cattle population grew with thousands roaming wild across the state. The animals that survived developed a natural tolerance for Florida's heat as well as resistance to pests and diseases. Cracker cattle are small, live long and are productive on low quality forage. During the Civil War, Florida was the leading supplier of beef to troops on both sides of the conflict.

With the introduction of pure bred beef and dairy breeds in the early 1900's the Cracker was nearly bred out of existence. In the late 1960's a few ranching families who had preserved the old Cracker lines donated cattle to establish the core of the State preservation herd. In 1988, the Florida Cracker Cattle Association was formed and they adopted breed standards to select cattle, which were registered as foundation stock for the preservation of the breed.

Scott Crossman - www.crackerbeef.com

(407) 422-2556

scrossman@crackerbeef.com

Stafford's Prairie Ranch
Williston, Florida



Scott Crossman - www.crackerbeef.com

(407) 422-2556

scrossman@crackerbeef.com

CITY COUNCIL AGENDA ITEM

October 18th, 2022

TOPIC: Discussion with Possible Action / Directive on Ordering of Development and Emergency Electric Infrastructure Inventory.

Requested By: Terry Bovaird, Interim City Manager / Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

Task 1

Armstrong Homes/ Lennar will re-imburse all costs related to Electric Infrastructure for the development needs of the Country Lane Estates Development. But the ordering is currently Forecasted at excessive delays. To place an order and get in line, the City of Williston staff is seeking a Consensus from Council to allow the Interim City Manager to move forward on ordering stock to facilitate the development needs of the Country Lane Estates Project.

Task 2

Armstrong Homes / Lennar will be constructing a Townhome Development in the next year in the Southeast part of town. The same issues with acquiring transformers will again present itself when it comes time for this project. To place an order and get in line, the City of Williston staff is seeking a Consensus from Council to allow the Interim City Manager to move forward on ordering stock to facilitate the development needs of the Townhomes Project.

Task 3

The City of Williston itself has few supplies for emergency readiness. The city also has an issue with Commercial and residential replacements for Electric Infrastructure. The City of Williston staff is seeking a Consensus from Council to allow the Interim City Manager to move forward on ordering stock to prepare and replace commercial and residential Electric Inventory in the event of system failures or emergencies.

LEGAL REVIEW: None

FISCAL IMPACTS: YES / Utility Inventory/Balance Sheets

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Resolution 2022-84 / Quote

ACTION:

_____ **APPROVED**

_____ **DISAPPROVE**

CITY COUNCIL AGENDA ITEM

October 18th, 2022

TOPIC: Discussion with Possible Action / Scrap Fund Improvements on Electric Barn

Requested By: Donald Barber, Public Works Supervisor / Michael Miller, Electric Supervisor

BACKGROUND / DESCRIPTION:

The Public Works department has collected scrap metal from the Sewer plant and the left-over metal from the Public Works Barn, (from left over projects or recycled parts), and collected the revenue from its sale. Public Works is asking for consensus from Council to utilize the funds for repairs and engineered construction of additional warehouse space for development and emergency supplies for the Electric Department Division.

LEGAL REVIEW: None

FISCAL IMPACTS: YES / Scrap Fund

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: NONE

ACTION:

☐ **APPROVED**

☐ **DISAPPROVE**

CITY COUNCIL AGENDA ITEM

October 18th, 2022

TOPIC: Discussion with Possible Action / City Hall Sidewalks

Requested By: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

The Public Works department has finished the back of City Hall sidewalk and curb as a demonstration of what we would like to do to the whole facility. With little to no cost, the city can beautify and pro-long the life of our facilities. The other factor is safety for drop-off points and handicap accessibility. With the Council's Consensus, Public Works will complete City Hall.

LEGAL REVIEW: None

FISCAL IMPACTS: YES / Budgeted

RECOMMENDED ACTION: Staff recommends Approval

ATTACHMENTS: Pictures

ACTION:

☐ **APPROVED**

☐ **DISAPPROVE**



