



CITY OF WILLISTON COMMUNITY REDEVELOPMENT AGENCY AGENDA

Monday, February 13, 2023 5:30 PM City Council Chambers

BOARDMEMBERS

Nick Williams, Chair Ken Schwiebert, Vice Chair Jonathan Lewis, Treasurer Art Konstantino Mike Langston **STAFF**

Laura Jones, CRA Director Nicole Bouse, Secretary Kiersten Ballou, City Attorney

CALL TO ORDER

ROLL CALL

APPROVAL OF PRIOR MINUTES

1. January 9, 2023

CONSENT AGENDA

2. None

TREASURER'S REPORT

3. Finance Report

PUBLIC COMMENTARY

OLD BUSINESS

4. Oelrich Construction - Approve Pay Application #008 for \$35,388.00

5. Oelrich Construction- Approve COP #019 Masonry Patching for \$1,822 from Contingency

6. City of Williston Utility Department Invoice for Block 12- Approve Invoice # 30228 for \$14, 334.83

NEW BUSINESS

7. C. Stanley Creative Contract

8. Poster for City Hall STAFF ANNOUNCEMENTS OTHER BUSINESS ADJOURNMENT

NEXT CRA MEETING DATE

March 13, 2023 at 5:30 PM

Notice:

If a person decided to appeal any decision made by this committee with respect to any matter considered at such meeting or hearing, he will need a record of the proceeding, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

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





CITY OF WILLISTON COMMUNITY REDEVELOPMENT AGENCY MINUTES

Monday, January 9, 2023 5:30 PM City Council Chambers

BOARDMEMBERS

Nick Williams, Chair Ken Schwiebert, Vice Chair Jonathan Lewis, Treasurer Art Konstantino Mike Langston <u>STAFF</u> Laura Jones, CRA Director Nicole Bouse, Secretary Kiersten Ballou, City Attorney

CALL TO ORDER - 5:30 PM

ROLL CALL

Ms. Bouse-Secretary took roll call. All present.

APPROVAL OF PRIOR MINUTES

1. December 12, 2022

Dr. Ken Schwiebert moved to accept the minutes with corrections. Mr. Art Konstantino seconded. Motion passed 5-0.

CONSENT AGENDA

2. None

TREASURER'S REPORT

3. Finance Report- Ms. Jones explained that she did not get a report before the meeting but would email them it.

PUBLIC COMMENTARY

OLD BUSINESS

4. Oelrich Construction- Approve Pay Application - #006 for \$96,330.55 Approve Pay Application- #007 for \$62,697.03

Dr. Ken Schwiebert moved to approve pay application #006 & #007. Mr. Mike Langston seconded. Motion passed 5-0.

NEW BUSINESS

5. Block 12 Fundraiser and Ribbon Cutting- After much discussion from the Board and City Attorney, it was advised to not hold a fundraiser sponsored by the CRA. The Board agreed to a Ribbon Cutting Ceremony and lunch on Thursday February 9, 2023 at 12:00pm.

Mr. Jonathen Lewis moved to approve Ribbon Cutting Ceremony. Mr. Mike Langston seconded. Motion passed 5-0.

STAFF ANNOUNCEMENTS -

Ms. Jones let the Board know that the final walk through for Block 12 would be Friday January 13, 2023 and all are invited.

OTHER BUSINESS - None

ADJOURNMENT - 6:24 PM

NEXT CRA MEETING DATE

February 13, 2023 at 5:30 PM

Nick Williams, Chair

Nicole Bouse, Recording Secretary

Notice

If a person decided to appeal any decision made by this committee with respect to any matter considered at such meeting or hearing, he will need a record of the proceeding, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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01/27/23 16:34 gb8501_pg.php/Job No: 78910 CITY OF WILLISTON WEEKLY REPORT AS OF 01/27/23 (32% OF FISCAL YEAR)

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CRA FUND ACTUAL VS BUDGET 33.33 % Yr Complete For Fiscal Year: 2023 / 1

G/L NO.	DESCRIPTION	ANNUAL	ACTUAL	VARIANCE	% OF
		BUDGET	YTD		BUDGET
	•				
	REVENUES				
403-331-200	TAX INCREMENTAL REVENUE - CITY	170,991.00	0.00	(170,991.00)	0.00 %
403-331-300	TAX INCREMENTAL REVENUE - COUNTY	227,988.00	227,988.14	0.14	100.00 %
403-360-100	MISC INCOME	0.00	295.00	295.00	0.00 %
403-361-100	INTEREST INCOME	150.00	0.00	(150.00)	0.00 %
403-384-000	OTHER FINANCING SOURCES	117,035.00	0.00	(117,035.00)	0.00 %
403-384-200	LOAN PROCEEDS	1,000,000.00	0.00	(1,000,000.00)	0.00 %
403-385-000	SPECIAL EVENTS	500.00	0.00	(500.00)	0.00 %
	TOTAL REVENUES	1,516,664.00		(1,288,380.86)	15.05 %
	EXPENDITURES				
	OPERATING / PERSONAL SERVICES				
403-552-010-014	OVERTIME	150.00	9.70	(140.30)	6.47 %
403-552-010-021	PAYROLL TAXES	3,663.00	1,300.91	(2,362.09)	35.51 %
403-552-010-022	RETIREMENT	477.00	174.09	(302.91)	36.50 %
403-552-010-023	LIFE & HEALTH INSURANCE	10,921.00	3,902.22	(7,018.78)	35.73 %
403-552-010-024	WORKER'S COMPENSATION	1,567.00	0.00	(1,567.00)	0.00 %
403-552-010-112	SALARIES & WAGES	47,730.00	17,410.48	(30,319.52)	36.48 %
403-552-010-113	OTHER SALARIES	0.00	22.50	22.50	0.00 %
403-552-030-031	PROFESSIONAL SERVICES	15,000.00	0.00	(15,000.00)	0.00 %
403-552-030-032	ACCOUNTING AND AUDIT	7,300.00	0.00	(7,300.00)	0.00 %
403-552-030-036	FINANCIAL SERVICES	7,000.00	1,084.44	(5,915.56)	15.49 %
403-552-030-040	TRAVEL AND PER DIEM	3,000.00	0.00	(3,000.00)	0.00 %
403-552-030-042	POSTAGE	200.00	0.00	(200.00)	0.00 %
403-552-030-154	DUES AND SUBSCRIPTIONS	620.00	175.00	(445.00)	28.23 %
403-552-030-155	ANNUAL FILING FEE	175.00	0.00	(175.00)	0.00 %
403-552-030-248	ADVERTISING	1,000.00	0.00	(1,000.00)	0.00 %
403-552-030-254	TRAINING - SCHOOLS & SEMINARS	3,000.00	0.00	(3,000.00)	0.00 %
403-552-030-352	MATERIAL AND SUPPLIES	15,000.00	0.00	(15,000.00)	0.00 %
403-552-030-400	SPECIAL EVENTS	750.00	500.00	(250.00)	66.67 %
403-552-080-082	CRA - AID TO PRIVATE ORGANIZATIONS	25,000.00	750.00	(24,250.00)	3.00 %
	TOTAL OPERATING & PERSONAL	142,553.00	25,329.34	(117,223.66)	(17.00)%
	DEBT SERVICE				
403-552-090-015				(25,725.00)	
403-552-090-016	BANK LOAN FEE	1,750.00		(1,750.00)	
	TOTAL DEBT SERVICE	27,475.00	0.00	(27,475.00)	0.00 %
	CAPITAL OUTLAY				
403-552-060-062	CAPITAL OUTLAY - SIDEWALKS	0.00	299.99	299.99	0.00 %
403-552-060-064	CAPITAL OUTLAY - CONTINGENCY	137,356.00	0.00	(137,356.00)	0.00 %
403-552-060-065	CAPITAL OUTLAY - CRA PROJECTS	1,000,000.00	258,824.53	(741,175.47)	25.88 %
403-552-060-067	BLOCK 12 PARKING LOT	209,280.00	0.00	(209,280.00)	0.00 %
	TOTAL CAPITAL OUTLAY	1,346,636.00	259,124.52	(1,087,511.48)	(19.00)%
				(1,232,210.14)	

01/27/23 16:34 gb8501_pg.php/Job No: 78910 CITY OF WILLISTON WEEKLY REPORT AS OF 01/27/23 (32% OF FISCAL YEAR)

Page 25 of 25 USER: TLUSK

CRA FUND ACTUAL VS BUDGET 33.33 % Yr Complete For Fiscal Year: 2023 / 1

G/L NO.	DESCRIPTION	ANNUAL BUDGET		VARIANCE	% OF BUDGET	
	EXCESS REV. OVER/UNDER EXPEND.	0.00	(56,170.72)	(56,170.72)	0.00 %	

CRA AGENDA ITEM

TOPIC: Oelrich Pay Application #008

BACKGROUND/DESCRIPTION:

Pay Application #008-\$35,388.00 work through

1/31/23 **LEGAL REVIEW:** NA

FISCAL IMPACTS: \$35,388.00

RECOMMENDED ACTION:

Approve Pay Application #008 \$35,388.00

ATTACHMENTS:

Pay Application #008

CRA BOARD ACTION:

_____ APPROVED _____ DISAPPROVED



January 31, 2023

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

RE: Williston Arcade and Main Street Enhancements Pay Application 008

Dear Ms. Jones:

Please find attached Pay Application 008 for:

Project Name: Project Number: PO Number: Amount Due this Invoice: *Williston Arcade and Main Street Enhancements 22.01.026 N/A* \$35,388.00

Sincerely,

Luli Atali

Lourdes Ptschelinzew Assistant Project Manager

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

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

oelrichconstruction.com

tel: 352-745-7877 cgc1510579

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 12351

To Owner: City	of Williston	Project:	22.01.026. City of Williston Arcade & Main Street Entrance	Application No. :	8	Distribution to : Owner Architect
,				Period To:	1/31/2023	Contractor
From Contractor:	Oelrich Construction, Inc. 275 NW 137th Dr., Suite A	Via Architect:		Project Nos:		
	Newberry, FL 32669					
Contract For:				Contract Date:		

CONTRACTOR'S APPLICATION FOR PAYMENT

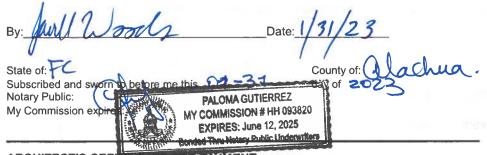
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$761,960.00
2. Net Change By Change Order	-\$21,700.00
3. Contract Sum To Date	\$740,260.00
4. Total Completed and Stored To Date	\$692,208.04
5. Retainage: a. 10.00% of Completed Work \$69,220.81	
b. 0.00% of Stored Material \$0.00	
Total Retainage	\$69,220.81
6. Total Earned Less Retainage	\$622,987.23
7. Less Previous Certificates For Payments	\$587,599.23
8. Current Payment Due	\$35,388.00
9. Balance To Finish, Plus Retainage	\$117,272.77

Net Changes By Change Order	-\$21,700.00	
TOTALS	\$0.00	\$21,700.00
Total Approved this Month	\$0.00	\$21,700.00
Total changes approved in previous months by Owner	\$0.00	\$0.00
CHANGE ORDER SUMMARY	Additions	Deductions

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Oelrich Construction, Inc.



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$35,388.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHIT

Date: 2/1/2023

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certification for Payment, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Invoice # : 12351

Contract: 22.01.026. City of Williston Arcade & Main Street Entrance

В	С	D	E	F	G		Н	I
Description of Work	Scheduled	Work Con		Materials	Total	%	Balance	Retainage
	Value	From Previous Application (D+E)	This Period In Place	Presently Stored	Completed and Stored To Date	(G / C)	To Finish (C-G)	
				(Not in D or E)	(D+E+F)			
01.00 General Conditions								
General Conditions	79 252 00	79 252 00	0.00	0.00	79 252 00	100 00%	0.00	
	1,200.00	1,200.00	0.00	0.00	1,200.00	100.00%	0.00	
General Conditions Totals	80,452.00	80,452.00	0.00	0.00	80,452.00	100.00%	0.00	8,045.20
02.00 Demolition								
Demolition	9,100,00	9,100,00	0.00	0.00	9,100,00	100.00%	0.00	
	1,975.00	1,975.00	0.00	0.00	1,975.00	100.00%	0.00	
Demolition Totals	11,075.00	11,075.00	0.00	0.00	11,075.00	100.00%	0.00	1,107.50
03.00 Cast-in-Place Concrete								
Cast-in-Place Concrete	75,495.00	75,495.00	0.00	0.00	75,495.00	100.00%	0.00	
	6,958.00	6,958.00	0.00	0.00	6,958.00	100.00%	0.00	
	6,095.00	6,095.00	0.00	0.00	6,095.00	100.00%	0.00	
Cast-in-Place Concrete Totals	88,548.00	88,548.00	0.00	0.00	88,548.00	100.00%	0.00	8,854.80
04.00 Masonry								
Masonry	51.750.00	51.750.00	0.00	0.00	51.750.00	100.00%	0.00	
-	2,100.00	2,100.00	0.00	0.00	2,100.00	100.00%	0.00	
Masonry Totals	53,850.00	53,850.00	0.00	0.00	53,850.00	100.00%	0.00	5,385.00
05.00 Decorative Metal								
Decorative Metal	55,300.00	55,300.00	0.00	0.00	55,300.00	100.00%	0.00	
	Description of Work 01.00 General Conditions General Conditions COP #002 - Added Framing Due to Termite Damage General Conditions Totals 02.00 Demolition Demolition COP #010 - Awning Support Modifications - Demo Demolition Totals 03.00 Cast-in-Place Concrete COP #004 - Pilaster Clmn Mods (RFI #8) & Exst. Cond Conc COP #010 - Awning Support Modifications - Concete CAst-in-Place Concrete COP #004 - Pilaster Clmn Mods (RFI #8) & Exst. Cond Concete Cast-in-Place Concrete COP #010 - Awning Support Modifications - Concete CAst-in-Place Concrete COP #010 - Awning Support Modifications - Concete CAst-in-Place Concrete CAst-in-Place Concrete COP #010 - Awning Support Modifications - Concete Cast-in-Place Concrete CAst-in-Place Concrete COP #004 - Pilaster Clmn Mods (RFI #8) & Exst. 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Cord - Conc 6,955.00 6,955.00 0.000 6,955.00 100.00% COP #010 - Awring Support 6,955.00 6,955.00 0.000 6,955.00 100.00% COP #010 - Pilaster Clinn Mods (RFI #</td> <td>Description of Work Scheduled Value Work Completed From Previous (b+E) March This Period m Place Total Presently Stored Total Completed and Stored (b-E+) % (G-C) Balance To Finish (C-G) 01.00 General Conditions 79,252.00 79,252.00 0.00 0.00 79,252.00 100.00% 0.00 0.00 0.00 79,252.00 100.00% 0.00 0.00 0.00 1,200.00 0.00 0.00 1,000.00% 0.00 0.00 0.00 1,000.00% 0.00 0.00 0.00 100.00% 0.00</td>	Description of WorkScheduled Value01.00 General Conditions79,252.00General Conditions79,252.00COP #002 - Added Framing Due to Termite Damage1,200.00General Conditions Totals80,452.0002.00 Demolition9,100.00COP #010 - Awning Support Modifications - Demo9,100.001,975.001,975.0003.00 Cast-in-Place Concrete75,495.00COP #010 - Awning Support Modifications - Demo6,958.0003.00 Cast-in-Place Concrete75,495.00COP #004 - Pilaster Clmn Mods (RFI #8) & Exst. Cond Conc COP #010 - Awning Support Modifications - Concrete88,548.0004.00 Masonry51,750.00QCP #004 - Pilaster Clmn Mods (RFI #8) & Exst. Cond Mason51,750.00Masonry Totals51,750.0005.00 Decorative Metal53,850.00	Description of WorkScheduled ValueWork Con From Previous Application (D+E)01.00 General Conditions79,252.0079,252.00COP #002 - Added Framing Due to Termite Damage79,252.001,200.00General Conditions Totals80,452.0080,452.0002.00 Demolition9,100.009,100.00COP #010 - Awning Support Modifications - Demo1,975.001,975.0003.00 Cast-in-Place Concrete75,495.006,958.00COP #04 - Pilaster Clmn Mods (RFI #8) & Exst. Cond Conc COP #04 - Pilaster Clmn Mods (RFI #8) & Exst. Cond Concrete88,548.00Cast-in-Place Concrete COP #04 - Pilaster Clmn Mods (RFI #8) & Exst. Cond Conc COP #04 - Pilaster Clmn Mods (RFI #8) & Exst. Cond Mason51,750.002,100.00Masonry COP #04 - Pilaster Clmn Mods (RFI #8) & Exst. Cond Mason51,750.002,100.0005.00 Decorative Metal53,850.0053,850.00	Description of WorkScheduled ValueWork CompletedFrom Previous Application (D+E)This Period In Place01.00 General Conditions79,252.00 1,200.0079,252.00 1,200.00General Conditions COP #002 - Added Framing Due to Termite Damage79,252.00 1,200.0079,252.00 1,200.000.00General Conditions Totals80,452.0080,452.000.0002.00 Demolition9,100.00 1,975.009,100.00 1,975.000.00Demolition9,100.00 1,975.000.0003.00 Cast-in-Place Concrete75,495.00 6,958.0075,495.00 6,958.000.00COP #010 - Awning Support Modifications - Demo75,495.00 6,958.0075,495.00 6,958.000.0003.00 Cast-in-Place Concrete COP #010 - Awning Support Modifications - Conc COP #010 - Awning Support Modifications - Concrete75,495.00 6,958.000.00Cop #010 - Awning Support Modifications - Concrete88,548.00 88,548.000.000Cop #010 - Awning Support Modifications - Concrete51,750.00 2,100.000.00Cop #040 - Pilaster Clmn Mods (RFI 88,548.0051,750.00 2,100.000.00Masonry Masonry Masonry Totals51,750.00 3,850.0051,750.00 2,100.000.0005.00 Decorative Metal51,750.00 3,850.000.00	Description of WorkScheduled ValueWork Completed From Previous ApplicationsMaterials Presently Stored (Not in D or E)01.00 General Conditions79,252.0079,252.000.00(Not in D or E)01.00 General Conditions79,252.0079,252.000.000.00COP #002 - Added Framing Due to Termite Damage79,252.0080,452.000.000.0002.00 Demolition80,452.0080,452.000.000.0002.00 Demolition9,100.009,100.000.000.0002.00 Demolition9,100.001,975.000.000.0002.00 Demolition9,100.001,975.000.000.0000 COP #010 - Awning Support Modifications - Demo11,075.0011,075.000.000.0003.00 Cast-in-Place Concrete75,495.006,958.000.000.00COP #010 - Awning Support Modifications - Concrete6,095.006,095.000.000.00COP #010 - Awning Support Modifications - Concrete75,495.000.000.000.00Corp #04 - Pilaster Clmn Mods (RFI #3) & Exst. Cond Amon Modifications - Concrete51,750.000.000.000.0004.00 Masonry51,750.002,100.000.000.000.000.0005.00 Decorative Metal53,850.000.000.000.00	Description of Work Scheduled Value Work Completed From Previous Applications Materials Presently Materials Presently Stored Total Completed a Stored To Date 01.00 General Conditions 79,252.00 79,252.00 0.00 0.00 (D+E+) 01.00 General Conditions 79,252.00 79,252.00 0.00 0.00 79,252.00 COP #002 - Added Framing Due to Termite Damage 79,252.00 1,200.00 0.00 0.00 1,200.00 General Conditions 79,252.00 0.00 0.00 0.00 1,200.00 General Conditions 79,252.00 1,200.00 0.00 0.00 1,200.00 General Conditions 80,452.00 80,452.00 0.00 0.00 9,100.00 OCP #010 - Awning Support 9,100.00 1,975.00 0.00 0.00 1,975.00 Demolition Totals 11,075.00 11,075.00 0.00 0.00 6,955.00 O2P #010 - Awning Support Modifications - Concrete 75,495.00 0.00 0.00 6,955.00 COP #010 - Awning Support Modifications - Concrete 6,955.00 0.00	Description of Work Scheduled Value Writ Completed From Provious Application (p+E) Materials In Place Total Completed and Stored To Date % (b' c) 01.00 General Conditions 79,252.00 79,252.00 0.000 0.000 79,252.00 100.00% COP #002 - Added Framing Due to Termite Damage 79,252.00 79,252.00 0.000 0.000 79,252.00 100.00% COP #002 - Added Framing Due to Termite Damage 79,252.00 80,452.00 0.000 0.000 80,452.00 100.00% COP #002 - Awring Support 9,100.00 9,100.00 0.000 0.000 1,975.00 100.00% Objection Totals 9,100.00 9,100.00 0.000 0.000 1,975.00 100.00% COP #004 - Nawring Support 1,975.00 11,075.00 0.000 0.000 1,975.00 100.00% COP #004 - Pilaster Clinn Mods (RFI #8) & Exst. Cord - Conc 6,955.00 6,955.00 0.000 6,955.00 100.00% COP #010 - Awring Support 6,955.00 6,955.00 0.000 6,955.00 100.00% COP #010 - Pilaster Clinn Mods (RFI #	Description of Work Scheduled Value Work Completed From Previous (b+E) March This Period m Place Total Presently Stored Total Completed and Stored (b-E+) % (G-C) Balance To Finish (C-G) 01.00 General Conditions 79,252.00 79,252.00 0.00 0.00 79,252.00 100.00% 0.00 0.00 0.00 79,252.00 100.00% 0.00 0.00 0.00 1,200.00 0.00 0.00 1,000.00% 0.00 0.00 0.00 1,000.00% 0.00 0.00 0.00 100.00% 0.00

8

Application Date : 01/31/23

To: 01/31/23

Architect's Project No.:

8

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application Date : 01/31/23

To: 01/31/23

Architect's Project No.:

Application No. :

Invoice # : 12351 Contract: 22.01.026. City of Williston Arcade & Main Street Entrance

Α	В	С	D	E	F	G		Н	I
ltem No.	Description of Work	Scheduled Value	Work Cor From Previous	npleted This Period	Materials Presently	Total Completed	% (G / C)	Balance To Finish	Retainage
-			Application (D+E)	In Place	Stored	and Stored To Date		(C-G)	
					(Not in D or E)	(D+E+F)			
	Decorative Metal Totals	55,300.00	55,300.00	0.00	0.00	55,300.00	100.00%	0.00	5,530.00
Bill Group:	05.50 Metals General								
05.50	Metals General	19,500.00	19,500.00	0.00	0.00	19,500.00	100.00%	0.00	
	Metals General Totals	19,500.00	19,500.00	0.00	0.00	19,500.00	100.00%	0.00	1,950.00
Bill Group:	06.00 Rough Carpentry								
06.00	Rough Carpentry	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	
	Rough Carpentry Totals	20,000.00	20,000.00	0.00	0.00	20,000.00	100.00%	0.00	2,000.00
Bill Group:	06.50 Wood, Plastics & Composites								
06.50	Woods, Plastics & Composites	21,388.00	21,388.00	0.00	0.00	21,388.00	100.00%	0.00	
	Wood, Plastics & Composites Totals	21,388.00	21,388.00	0.00	0.00	21,388.00	100.00%	0.00	2,138.80
Bill Group:	07.00 Waterproofing								
07.00	Waterproofing	18,560.00	0.00	18,560.00	0.00	18,560.00	100.00%	0.00	
	Waterproofing Totals	18,560.00	0.00	18,560.00	0.00	18,560.00	100.00%	0.00	1,856.00
Bill Group:	07.50 Roof Panels								
07.50	Roof Panels	12,000.00	10,665.00	1,335.00	0.00	12,000.00	100.00%	0.00	
	Roof Panels Totals	12,000.00	10,665.00	1,335.00	0.00	12,000.00	100.00%	0.00	1,200.00
Bill Group:	08.00 Skylights								
08.00	Skylights	15,400.00	0.00	7,700.00	0.00	7,700.00	50.00%	7,700.00	
	Skylights Totals	15,400.00	0.00	7,700.00	0.00	7,700.00	50.00%	7,700.00	770.00

Application and Certification for Payment, containing

Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Invoice # : 12351 Contract: 22.01.026. City of Williston Arcade & Main Street Entrance

Α	В	C	D	E	F	G		Н	l
Item	Description of Work	Scheduled	Work Co		Materials	Total	%	Balance	Retainage
No.		Value	From Previous Application (D+E)	This Period In Place	Presently Stored	Completed and Stored To Date	(G / C)	To Finish (C-G)	
					(Not in D or E)	(D+E+F)			
Bill Group:	08.50 Louvers								
08.50	Louvers	1,205.00	0.00	1,205.00	0.00	1,205.00	100.00%	0.00	
	Louvers Totals	1,205.00	0.00	1,205.00	0.00	1,205.00	100.00%	0.00	120.50
Bill Group:	09.00 Cement Stucco								
09.00	Cement Stucco	68,655.00	68,655.00	0.00	0.00	68,655.00	100.00%	0.00	
	Cement Stucco Totals	68,655.00	68,655.00	0.00	0.00	68,655.00	100.00%	0.00	6,865.50
Bill Group:	09.25 Acoustical Ceilings								
	Acoustical Ceilings COP #009 - Arcade Trim Widening (RFI #10)	15,255.00 500.00	15,255.00 500.00	0.00 0.00	0.00 0.00	15,255.00 500.00	100.00% 100.00%	0.00 0.00	
	Acoustical Ceilings Totals	15,755.00	15,755.00	0.00	0.00	15,755.00	100.00%	0.00	1,575.50
Bill Group:	09.50 Painting & Coating								
09.50	Painting & Coating	13,465.00	13,465.00	0.00	0.00	13,465.00	100.00%	0.00	
	Painting & Coating Totals	13,465.00	13,465.00	0.00	0.00	13,465.00	100.00%	0.00	1,346.50
Bill Group:	10.00 Misc. Specialties								
	Misc. Specialties COP #010 - Awning Support Modifications - Awning	49,280.00 1,425.00	49,280.00 1,425.00	0.00 0.00	0.00 0.00	49,280.00 1,425.00	100.00% 100.00%	0.00 0.00	
	Misc. Specialties Totals	50,705.00	50,705.00	0.00	0.00	50,705.00	100.00%	0.00	5,070.50
Bill Group:	12.00 Furnishings - Mural								

8

Application Date : 01/31/23

To: 01/31/23

Architect's Project No.:

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Invoice # : 12351 Contract: 22.01.026. City of Williston Arcade & Main Street Entrance

Α	В	С	D	E	F	G		н	I
Item	Description of Work	Scheduled	Work Cor		Materials	Total	%	Balance	Retainage
No.		Value	From Previous Application (D+E)	This Period In Place	Presently Stored	Completed and Stored To Date	(G / C)	To Finish (C-G)	
					(Not in D or E)	(D+E+F)			
12.00	Furnishings - Mural	27,500.00	300.00	0.00	0.00	300.00	1.09%	27,200.00	
12.01	COP #018 - Mural Painting Contract Deduct	-21,700.00	0.00	-21,700.00	0.00	-21,700.00	100.00%	0.00	
	Furnishings - Mural Totals	5,800.00	300.00	-21,700.00	0.00	-21,400.00	-368.97%	27,200.00	-2,140.00
Bill Group:	26.00 Electrical								
26.00	Electrical	78,750.00	43,605.00	35,145.00	0.00	78,750.00	100.00%	0.00	
	COP #005 - Emergency Lighting	2,038.00	2,038.00	0.00	0.00	2,038.00	100.00%	0.00	
	Requirement - Elect.								
26.02	COP #017 - Alternate Breaker Service Disconnects	-1,720.00	0.00	-1,720.00	0.00	-1,720.00	100.00%	0.00	
	Electrical Totals	79,068.00	45,643.00	33,425.00	0.00	79,068.00	100.00%	0.00	7,906.80
Bill Group:	31.00 Earthwork								
31.00	Earthwork	11,000.00	0.00	0.00	0.00	0.00	0.00%	11,000.00	
	Earthwork Totals	11,000.00	0.00	0.00	0.00	0.00	0.00%	11,000.00	0.00
Bill Group:	32.00 Landscaping								
32.00	Landscaping	13,149.00	13,149.00	0.00	0.00	13,149.00	100.00%	0.00	
	Landscaping Totals	13,149.00	13,149.00	0.00	0.00	13,149.00	100.00%	0.00	1,314.90
Bill Group:	33.00 Contingency								
33.00	Contingency	28,778.00	0.00	0.00	0.00	0.00	0.00%	28,778.00	
	COP #001 - Adjusted Permit Fee	-4,604.04	0.00	0.00	0.00	0.00	0.00%	-4,604.04	
	Costs						0.0070		
33.02	COP #002 - Added Framing Due to	-1,200.00	0.00	0.00	0.00	0.00	0.00%	-1,200.00	
33.03	Termite Damage COP #003 - Added Performance & Warranty Bonds - Contingency	-151.00	0.00	0.00	0.00	0.00	0.00%	-151.00	

8

Application Date : 01/31/23

To: 01/31/23

Architect's Project No.:

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Invoice # : 12351 Contract: 22.01.026. City of Williston Arcade & Main Street Entrance

Α	В	C	D	E	F	G		Н	1
Item	Description of Work	Scheduled	Work Con		Materials	Total	%	Balance	Retainage
No.		Value	From Previous Application (D+E)	This Period In Place	Presently Stored	Completed and Stored To Date	(G / C)	To Finish (C-G)	
					(Not in D or E)	(D+E+F)			
33.04	COP #004 - Pilaster Clmn Mods (RFI #8) & Exst. Cond Conti	-9,058.00	0.00	0.00	0.00	0.00	0.00%	-9,058.00	
33.05	CÓP #005 - Emergency Lighting Requirement - Contingency	-2,038.00	0.00	0.00	0.00	0.00	0.00%	-2,038.00	
	COP #009 - Arcade Trim Widening (RFI #10) - Contingency	-500.00	0.00	0.00	0.00	0.00	0.00%	-500.00	
33.07	COP #010 - Awning Support Modifications - Contingency	-9,590.00	0.00	0.00	0.00	0.00	0.00%	-9,590.00	
33.08	COP #017 - Alternate Breaker Service Disconnects	1,720.00	0.00	0.00	0.00	0.00	0.00%	1,720.00	
33.09	COP #016 - Added Louvers	-1,205.00	0.00	0.00	0.00	0.00	0.00%	-1,205.00	
	Contingency Totals	2,151.96	0.00	0.00	0.00	0.00	0.00%	2,151.96	0.00
Bill Group:	34.00 Buyout Savings								
34.00	Buyout Savings	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	
	Buyout Savings Totals	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
Bill Group:	35.00 Bond								
35.00		8,730.00	8,730.00	0.00	0.00	8,730.00	100.00%	0.00	
35.01	COP #003 - Added Performance & Warranty Bonds - Bond	151.00	151.00	0.00	0.00	151.00	100.00%	0.00	
	Bond Totals	8,881.00	8,881.00	0.00	0.00	8,881.00	100.00%	0.00	888.10
Bill Group:	36.00 Builders Risk								
36.00	Builders Risk	3,101.00	3,101.00	0.00	0.00	3,101.00	100.00%	0.00	
	Builders Risk Totals	3,101.00	3,101.00	0.00	0.00	3,101.00	100.00%	0.00	310.10
Bill Group:	37.00 General Liability								
37.00	General Liability	7,620.00	7,620.00	0.00	0.00	7,620.00	100.00%	0.00	

Page 6 of 7

8

Application Date : 01/31/23

To: 01/31/23

Architect's Project No.:

To: 01/31/23

Application No. :

Architect's Project No.:

Application Date : 01/31/23

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Invoice # : 12351 Contract: 22.01.026. City of Williston Arcade & Main Street Entrance

Α	В	С	D	E	F	G		Н	I
Item	Description of Work	Scheduled	Work Cor		Materials	Total	%	Balance	Retainage
No.		Value	From Previous Application (D+E)	This Period In Place	Presently Stored	Completed and Stored To Date	(G / C)	To Finish (C-G)	
					(Not in D or E)	(D+E+F)			
37.01	COP #010 - Awning Support Modifications - GL	95.00	95.00	0.00	0.00	95.00	100.00%	0.00	
	General Liability Totals	7,715.00	7,715.00	0.00	0.00	7,715.00	100.00%	0.00	771.50
Bill Group:	38.00 Permit								
38.00	Permit	4,245.00	4,245.00	0.00	0.00	4,245.00	100.00%	0.00	
	COP #001 - Adjusted Permit Fee Costs	4,604.04	4,604.04	0.00	0.00	4,604.04	100.00%	0.00	
	Permit Totals	8,849.04	8,849.04	0.00	0.00	8,849.04	100.00%	0.00	884.90
Bill Group:	39.00 Fee								
39.00	Fee	54,687.00	54,687.00	0.00	0.00	54,687.00	100.00%	0.00	
	Fee Totals	54,687.00	54,687.00	0.00	0.00	54,687.00	100.00%	0.00	5,468.71
	Grand Totals	740,260.00	651,683.04	40,525.00	0.00	692,208.04	93.51%	48,051.96	69,220.81

8

CRA AGENDA ITEM

TOPIC: Oelrich COP #019

BACKGROUND / DESCRIPTION:

COP# 19- Masonry Patching \$1,822.00 (from contingency)

This is for grout patching between the 2 low areas in the brick, patching brick on each side of the concrete pad, install epoxy in the crack of the brick and point up with motar at the bell area.

LEGAL REVIEW: NA

FISCAL IMPACTS: \$1,822 (from contingency)

RECOMMENDED ACTION:

COP #019-\$1,822.00

ATTACHMENTS:

COP #019

CRA BOARD ACTION:

_____ APPROVED _____ DISAPPROVED



February 1st, 2022

Laura Jones City of Williston 50 NW Main Street Williston, FL 32696 (352) 528-3060

Re:

22.01.026 Williston Arcade and Main Street Enhancements COP #019 – Masonry Patching at Existing Conditions

Ms. Jones,

Included herein please find Change Order Proposal #019. This COP is based upon the architect's request to provide patching of masonry items at the existing Parcel O wall during the substantial completion walkthrough conducted on 1/13/2023. Please see the detailed breakdown below for more information.

Option #1 (Epoxy & Mortar Installation Over Existing Crack Only)

Subcontractor		Cost	Schedule Impact		
Van Goettling Masonry, Inc.	\$	800.00	1	day	
General Conditions	\$	189.00			
General Liability Insurance	\$	8.00			
P&P Bond	\$	0.00			
CM Fee	\$	64.00			

Option #2 (Grout & Brick Patching Only)

Subcontractor	Cost	Schedule Impact		
Van Goettling Masonry, Inc.	\$ 800.00	1	day	
General Conditions	\$ 189.00			
General Liability Insurance	\$ 8.00			
P&P Bond	\$ 0.00			
CM Fee	\$ 64.00			
The total cost and schedule impact of this COP is:	\$ 1,061.00	1	day	

275 NW 137th Drive Suite A Jonesville, Florida 32669

oelrichconstruction.com

352-745-7877 CGC1510579



Subcontractor	 Cost	Schedule Impact		
Van Goettling Masonry, Inc.	\$ 1,325.00	2	days	
General Conditions	\$ 378.00	Print Teles		
General Liability Insurance	\$ 13.00	Toplas.		
P&P Bond	\$ 0.00			
CM Fee	\$ 106.00	10 m	ng ng ling.	
The total cost and schedule impact of this COP is:	\$ 1,822.00	2	days	

Thank you for your attention to this proposal. If you require any further information, please feel free to contact me.

Sincerely, Oelrich Construction, Inc.

Javell Woods Project Manager

275 NW 137th Drive Suite A Jonesville, Florida 32669 oelrichconstruction.com

352-745-7877 CGC1510579

Option:	
Approved By:	
Signature:	
Date:	



Van Goettling Masonry, Inc.

4509 NW 23rd Ave, Ste 16 Gainesville, FL 32606 Phone: 352.372.2379 Fax: 352.226.8029

01/24/2023

ATTN: Tyler Springer, Project Engineer at Oelrich Construction **RE:** Williston Arcade & Main Street Enhancements - CO #4 Pricing

PROPOSED PRICING

Option #1:

1. Installation of epoxy in the crack of the building and point up with mortar at the bell area: \$800.00

Option #2:

2. Grout Patching between the (2) low areas in the brick along with brick patching on each side at the end of the concrete pad: \$800.00

Option #3:

3. Grout between the (2) low areas in the brick, patching brick on each side of the concrete pad, install epoxy in the crack of the brick and point up with mortar at the bell area:

- a. Labor: \$1,000.00
- b. Material: \$125.00
- c. Scaffolding: \$200.00

Total: \$1,325.00

Please select from the options provided.

Special Notes:

- No Fill Dirt or Soil Poison.
- Compaction and Material Testing Not Included.
- Clean Up Into Dumpster Provided By General Contractor.
- Proposal good for 60 days



WILL
1897

Williston Arcade & Main Street Enhancements

CHANGE ORDER PROPOSAL LOG

Wednesday, February 1, 2023



			Estimat	ed Cost	Submitte	ed Cost	Executed	Changes	Schedule	Date	Date	\square
COP	Description	Status	CM Contingency	Contract	CM Contingency	Contract	CM Contingency	Contract	Impact	Submitted	Approved	CO#
			-	-	-	-	-	-				
001	Adjusted Permit Fee Costs	EXECUTED	-	-	-	-	\$ 4,604.04	-	0.0	7/28/2022	8/8/2022	-
002	Added Framing due to Termite Damage	EXECUTED	-	-	-	-	\$ 1,200.00	-	0.0	7/28/2022	8/8/2022	-
003	Added Performance & Warranty Bond	EXECUTED	-	-	-	-	\$ 151.00	-	0.0	8/22/2022	9/15/2022	-
004	Pilaster Column Modifications (RFI #8) & Existing Conditions	EXECUTED	-	-	-	-	\$ 9,058.00	-	0.0	8/22/2022	9/15/2022	-
005	Emergency Lighting Requirement	EXECUTED	-	-	-	-	\$ 2,038.00	-	0.0	8/22/2022	9/15/2022	-
006	Parcel O East Wall Reconstruction	CLOSED - CANCELLED	-	-	-	-	-	-	-	-	-	-
007	Added Sabal Palms-	CLOSED - CANCELLED	-	-	-	-	-	-	-	-	-	-
008	Schedule Impact from Parcel O, Weather Delays & Water Leak	OPEN	-	-	-	-	-	-				
009	Arcade Trim Widening (RFI #10)	EXECUTED	-	-	-	-	\$ 500.00	-	0.0	10/18/2022	10/20/2022	-
010	Awning Support Modifications	EXECUTED	-	-	-	-	\$ 9,590.00	-	0.0	10/21/2022	10/21/2022	-
011	Awning Water Exits (RFI #9)	CLOSED - CANCELLED	-	-	-	-	-	-	-	-	-	-
012	Added Skylight Trim (RFIs #15)	CLOSED - CANCELLED	-	-	-	-	-	-	-	-	-	-
013	Additional Contingency	OPEN	\$ (11,000.00)	-	-	-	-	-	0.0			
014	Repurposed Paver Installation	SUBMITTED	-	-	\$ 492.00	-	-	-	0.0	12/13/2022		
015	Additional Awning Support Labor (COP #010)	OPEN	-	-	-	-	-	-				
016	Added Louvers	EXECUTED	-	-	-	-	\$ 1,205.00	-	0.0	12/2/2022	12/13/2022	
017	Alternate Breaker Service Disconnects	EXECUTED	-	-	-	-	\$ (1,720.00)	-	0.0	12/21/2022	12/27/2022	
018	Mural Painting Contract Deduct	OPEN	-	-	-	-	-	-	0.0			
019	Masonry Patching at Existing Conditions	SUBMITTED	-	-	\$ 1,822.00	-	-	-	2.0	2/1/2023		
020	Parcel O North Wall Lighting	OPEN	-	-	-	-	-	-				
021			-	-	-	-	-	-				
022			-	-	-	-	-					
023			-	-	-	-	-	-				
024			-	-	-	-	-					
025			-	-	-	-	-	-				
SUBTOTA	LS		(11,000.00)	0.00	2,314.00	0.00	26,626.04	0.00	2.00			

		CONTNIGENCY	GMP	CONTRACT TIME
GMP AMOUNT	Original Contract Amount:	: 28,778.00	761,960.00	84.00
CURRENT TOTALS	Total with Currently Executed Changes:	: 2,151.96	761,960.00	86.00
ESTIMATED AMOUNTS	Total If All Estimated & Submitted Costs Were Approved:	10,837.96	761,960.00	

CRA AGENDA ITEM

TOPIC: City of Williston Utility Department Invoice for Block 12

BACKGROUND / DESCRIPTION:

This invoice is for the labor, material, equipment and dump fees of all the debris from demo on the Block 12 project

LEGAL REVIEW: NA

FISCAL IMPACTS: \$14,344.83

RECOMMENDED ACTION:

Approve invoice 30228 for \$14,344.83

ATTACHMENTS: Invoice #30228

CRA BOARD ACTION:

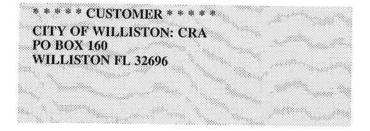
_____ APPROVED _____ DISAPPROVED

CITY OF WILLISTON

WILLISTON FL 32696-0160 Phone: (352)528-3060

INVOICE: 30228

Page: 1 of 1



08/01/202	ite 22	Due Date 08/01/2022	Ship Via	FOB	Tern DUE ON RECI		Ref	erence		
Contact CRA			Customer No Phone 20040 (352)528-3060		Fax		For K 12			
Quantity 1.00 1.00 1.00	UO LS LS	M DUMP FEES MISC MATERIALS LABOR & EQUIPMENT		Description		0,142 40 6,162 SUI	2 Price 2.0300 2.3300 BTOTAL: AL DUE:	Extended 8,142.03 40.47 6,162.33 14,344.83 14,344.83		

Detach and Return With Payment

Invoice: 30228 Customer: 20040 CITY OF WILLISTON: C PO BOX 160 WILLISTON FL 32696

Send Payment To:

TOTAL DUE: \$14,344.83 AMOUNT PAID:

CITY OF WILLISTON PO BOX 160 WILLISTON FL 32696-0160

CRA AGENDA ITEM

TOPIC: C. Stanley Creative Contract

BACKGROUND / DESCRIPTION:

Due to an insurance issue, Oelrich Construction was not able to subcontract with C. Stanley Creative. Oelrich Construction has deducted the amount of \$21,700 out of the original contract for Block 12 and has asked for the CRA to pay the artist directly.

The contract has been reviewed by the City Attorney and they advised that the City Manager execute the contract.

LEGAL REVIEW: YES

FISCAL IMPACTS: \$21,700.00

ATTACHMENTS: Contract



Mural Service Agreement

Entered into on Dec 07, 2022

Event is on 12/12/2022 at Williston, Fl. (Downtown Pocket Park)

Parties:

Known as "Provider"

C. Stanley Creative

cstanleycreative@gmail.com

631 Dolphin Rd.

772-285-0979

and

Known as "Client"

City of Williston, Florida

City Manager, Terry Bovaird

city.manager@willistonfl.org

50 NW MAIN ST, WILLISTON, FLORIDA 32696

352-528-3060

Collectively, all of the above people or businesses entering this Agreement will be referred to as the "Parties."

Purpose of the Agreement

Client wishes to hire Provider to provide services relating to Client's mural as detailed in this Agreement. Provider has agreed to provide such services according to the terms of this Agreement.

<u>Terms</u>

Services

Provider shall provide Client with the following services and/or products ("Services"):

Provider agrees to paint 1 interior mural located in the site arcade, and paint up to seven business signs for CLIENT (approximate square footage of the arcade wall with the dimensions $11.5' \times 60'$) for 21,700. Design process includes initial design per wall, two rounds of revisions, and application of the final design. Additional revisions are an added fee at the Providers rate of 90/hr. Mural installation will take approximately 12 days (project timeline below) with the painting of the signage to be completed as requested within 6 months of the project start date.

Project Timeline

Timeline is tentative and reliant upon cooperative weather and other external factors.

[12/7/2023] Deposit and Contract Due

[12/12/2022-12/21/2022] Mural Application

[2/15/2023] Final Payment

Signs will be completed as information (text) is provided by the committee, for up to six months after the project start date.

Location and Delivery of Services

Location. Provider shall deliver Services to Client at the following location(s):

Williston Pocket Park

Arcade of the pocket park and signage on the front of the building

Cost, Fees and Payment

Cost. The total cost ("Total Cost") for all Services is 21,700 due in full by 2/15/2023 . Client shall pay the Total Cost to Provider as follows:

The first payment is a non-refundable retainer. At a minimum, Client agrees that the retainer fee fairly compensates Provider for committing to provide the Services and turning down other potential projects/clients.

NSF Fees

There is a \$50 NSF (insufficient funds) fee for returned checks.

Late Payments

Payments not received by due date will result in work cessation. Service Provider reserves the right to refuse completion or delivery of work until past due balances are paid. All invoices not paid before the due date stated above are considered past due and are subject to a late fee of \$50. When an invoice is 30 days past due, monthly late charges of 18% will be assessed on unpaid balances every 30 (thirty) days it remains overdue.

Intellectual Property

Copyright Ownership. Copyrighted work(s) created as a result of the Services provided by Provider in accordance with this Agreement, are the property of the Provider pursuant to federal copyright law (Title 17, Chapter 2, Section 201-02 of the United States Code), whether registered or unregistered. Notwithstanding the assignment of any advertising/promotion rights to the Client, any and all products, whether tangible or intangible, produced or created in connection with, or in the process of fulfilling this Agreement, are expressly and solely owned by Provider and may be used in the reasonable course of Provider business. Provider acknowledges the services are not subject to the destruction provision in 17 U.S.C. §§ 106A and 113(d)(Visual Artist Rights Act) and acknowledges that Client is permitted to remove the result of the Services at any time after Services are rendered and payment is made. Client agrees to abide by the maintenance provisions below except that, at Client's sole discretion, Client may fully remove the result of the Services in accordance with the below provisions.

Client shall not use digital files in any capacity. Providers are entitled to use any unselected designs for other projects. Provider is entitled to sign the mural in a discreet area of the wall. Provider is entitled to identify as the creators of the artwork and share on their portfolio, including website and on social media platforms. Client shall not alter, modify, edit, or change the artwork without Provider's prior written consent. No work may be reproduced by Client without the prior written approval of Provider.

Artist Alteration

Colors may appear differently in paint than on screen renderings. Provider is not responsible for such differences. Designs may be altered based on the following factors: wall texture, signage or electrical outlets on the wall, etc. Changes, if necessary, will be made by the Provider's expertise. All paint and other materials are subject to change based on market availability and Providers are not responsible for differences based on those factors. Differences in on screen render to final mural may be up to 25% different as an approximation.

Maintenance

Client shall notify the Provider promptly in the event of the need for any maintenance or restoration services so that the Provider may have a reasonable opportunity to perform such work themselves or to supervise or consult in its performance. Provider shall be compensated at \$200/hour by the Client, for future maintenance and/or restoration services rendered with prior written authorization. In absence of any need for restoration or maintenance, the work shall remain free of alteration by the Client, who shall take reasonable precautions to protect it against damage or destruction by external forces. If the Client chooses to remove or cover the mural from the wall, Provider is not responsible for removal, movement, and/or disposal of the mural. Provider is not liable for any injury or damage resulting from moving or tampering with the mural.

Delay

If the execution of the work is delayed by an act or neglect of the Client, by labor disputes, fire, unusual transportation delays, or by other external forces or natural calamities outside of Providers' control, the Provider shall be entitled to extend the completion date via verbal, or written notification to the Client, by the time equivalent to the period of such delay. Project timeline may be changed with written consent between both parties and a new timeline must be created before any additional work is continued on the project. If the Client fails to comply with the agreed upon time- line, the project will be pushed back based on the Provider's schedule and Provider has the option to terminate the project.

Impossibility

Force Majeure. Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

- 1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
- 2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
- 3. Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

Failure to Perform Services. In the event Provider cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

- 1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
- 2. Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and
- 3. Excuse Client of any further performance and/or payment obligations in this Agreement.

Additional Compensation

Any additional artwork done by the Provider shall be negotiated and compensated separately from this Agreement. If the Client wishes to use artwork in any other capacity, excluding the mural, usage must be negotiated separate from this agreement and other fees may incur.

Termination

Provider may terminate this Agreement on three (3) days written notice via e-mail to the Client in the event that Client is in breach with any provision of this Agreement, provided that, during the three day period, the Client fails to cure such breach.

Limit of Liability

Maximum Damages. Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Provider.

Indemnification. Client agrees to indemnify, defend and hold harmless Provider and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Provider provides to Client.

Cancellation, Rescheduling and No-Shows

Cancellation, Rescheduling of Services or No-Show Client. If Client desires to cancel Services, reschedule Services, or if it becomes impossible for Provider to render Services due to the fault of the Client or parties related to Client, such as failure of the mural to occur or failure of one or more essential parties to the mural to show up in a timely manner, Client shall provide notice to Provider as soon as possible via the Notice provisions detailed in this Agreement. Provider has no obligation to attempt to re-book further Services to fill the void created by Client's cancellation, rescheduling, no-show or if it becomes impossible for Provider to provide the Services due to the fault of Client (or parties related to Client), and Provider will not be obligated to refund any monies Client has previously paid towards the Total Cost. Client is not relieved of any payment obligations for cancelled Services, rescheduled Services, failing to show up for the mural, or should it become impossible for Provider to provide the services due to the fault of Client (or parties related to Client) unless the Parties otherwise agree in writing. For instance, if Provider is able to secure another, unrelated client for TBD, then Provider may choose, at its sole discretion, to excuse all (or a portion of) Client's outstanding balance of the Total Cost.

Appropriate Conduct/ Safe Working Environment:

Project:

The Client(s) expressly agree(s) to take best efforts to provide [Provider] and Provider's staff with safe and appropriate working conditions. In the event of circumstances deemed by either [Provider] or a bystander to present a threat or implied threat of injury or harm to [Provider] staff or equipment, the [Provider] reserves the right to cancel all services remaining under this Agreement and leave the site until conditions are improved.

General Provisions

Governing Law. The laws of Florida govern all matters arising out of or relating to this Agreement, including torts.

Venue. The parties agree that any litigation arising out of or relating to this Agreement, including torts, shall be heard in Levy County, Floirda.

Severability. If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force.

Notice. Parties shall provide effective notice ("Notice") to each other via the below method of delivery at the date and time which the Notice is sent:

1. Email

- 1. Provider's Email: cstanleycreative@gmail.com
- 2. Client Email: city.manager@willistonfl.org

Merger. This Agreement constitutes the final, exclusive agreement between the parties relating to the Mural and Services contained in this Agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

Amendment. The parties may amend this Agreement only by the parties' written consent via proper Notice.

Provider, Christian Stanley cstanleycreative@gmail.com

Client, City of Williston city.manager@willistonfl.org Date: February 13, 2023

CRA AGENDA ITEM

TOPIC: Poster for City Hall

BACKGROUND / DESCRIPTION:

This poster includes a summary of the past and the present of Block 12

LEGAL REVIEW: NA

FISCAL IMPACTS: NA

ATTACHMENTS: Poster





The City of Williston Downtown Revitilization



MAIN STREET ENHANCEMENTS



Main Street in the early 20th century



Main Street in 2021

MAIN STREET TODAY...

A new awning, refreshed finishes, new lighting, and handmade signage maintain the character of Main Street while refreshing it to create an inviting atmosphere for the next generation of locals, visitors, and business owners alike.

HISTORIC ARCADE RESTORATION



New finishes, such as the tin ceiling and plaster walls, were carefully

historic connection space into a destination of its own. Mural details

selected to match existing conditions. The new mural turns this

celebrate the story of Williston. It's a must see!

The Arcade in the early 20th century



THE ARCADE TODAY...



The Arcade in 2021

FIREMEN'S PARK TODAY... The historic north facade of the old Fire Department and Coca Cola Bottling plant has been stabilized and preserved, framing a new public place. Native plants and festive lighting create an inviting atmosphere and the space can host a variety of events.













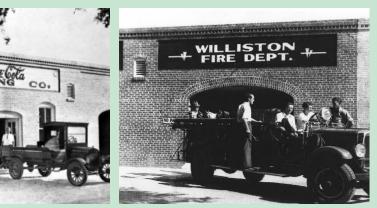
Fire Dept. in the 1950's







NEW FIREMAN'S PARK



Coca Cola Bottling Plant in the early 20th century, and Williston



Coca Cola Bottling Plant and Williston Fire Dept. in 2021

