

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

DATE: TUESDAY, FEBRUARY 7, 2023
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

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

OTHERS:

City Manager Terry Bovaird
Attorney Kiersten Ballou
City Clerk Latricia Wright

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ITEM – 2 – MAYORS STUDENT OF THE MONTH. Itzel Gaspar, 1st Grade, Joyce Bullock Elementary; Remington Cooper 5th Grade, Williston Elementary; Logan Navarro, 10th Grade, Williston Middle/High School. (pp 4-5)

ITEM – 3 – PUBLIC PARTICIPATION

ITEM – 4 – CONSENT AGENDA – (pp 6-8)

- Council minutes from January 17, 2023

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL
- MAYOR

ITEM – 6 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: ALLOW THE CITY ATTORNEYS TO BEGIN PREPARING THE DEVELOPERS AGREEMENT WITH 1220G DEVELOPERS, INC. CITY PLANNER LAURA JONES. (pp 9-21)

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

OPEN PUBLIC HEARING

- B. 1ST READING ORDINANCE 708: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT INCREASED HOUSING NEEDS; RELATED TO AN AMENDMENT OF THE TEXT OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AMENDING CHAPTER 60-256, MINIMUM LOT REQUIREMENTS AND MINIMUM YARD REQUIREMENTS, ALLOWING FOR DUPLEXES AND TOWNHOMES, DESCRIBED HEREIN; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 22-28)

CLOSE PUBLIC HEARING

- C. RESOLUTION 2023-11: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA; APPOINTING MR. STEPHEN MCMILLEN JR., TO THE PLANNING AND ZONING COMMISSION FOR THE REMAINDER OF THE TERM FOR VACANT SEAT FIVE-BEGINNING FEBRUARY 7, 2023, ENDING FEBRUARY 7, 2026; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 29-33)
- D. RESOLUTION 2023-12: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PASSERO ASSOCIATES, LLC PROFESSIONAL ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR AIRPORT TERMINAL BUILDING SUPPLEMENTAL AGREEMENT 22-23A; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 34-47)
- E. DISCUSSION WITH POSSIBLE ACTION: REPLACEMENT OF ROOF ON ISLAND FREIGHT BUILDING. AIRPORT MANAGER BENTON STEGALL. (pp 48-67)
- F. DISCUSSION WITH POSSIBLE ACTION: NEW COMMUNITY ROOM RENTAL AGREEMENT. CITY CLERK LATRICIA WRIGHT. (pp 68-93)
- G. DISCUSSION WITH POSSIBLE ACTION: CITY CLERK ANNUAL REVIEW. COUNCIL PRESIDENT DEBRA JONES. (pp94-101)

ITEM – 7 – PUBLIC PARTICIPATION

ITEM - 8 - ANNOUNCEMENTS

ITEM – 9 – ADJOURNMENT

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

NEXT SCHEDULED COUNCIL MEETING FEBRUARY 21, 2023, 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.

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.

COUNCIL AGENDA ITEM

TOPIC: Mayors Student of the Month:

- 1. Itzel Gaspar: 1st Grade, Joyce Bullock Elementary School**
- 2. Remington Cooper: 5th Grade, Williston Elementary School**
- 3. Logan Navarro: 10th Grade, Williston Middle/High School**

Joyce Bullock Elementary School:

Itzel Gaspar

Parent(s):

1st Grade

Luis Gaspar

Nominated by: Susan Liles who made the following comments:

I chose Itzel as a student of the month for our first-grade class. Itzel is a role model for other students in her class. She sets an example by being responsible with her schoolwork. Itzel is always pleasant and positive. When working with others at reading and math centers, she always shares and is helpful to her classmates. When she is around adults, she is very respectful and polite. I enjoy having Itzel in class because she works well in group situations and participates in class discussions. I am proud of her for her efforts. I am excited to watch Itzel grow this year as a first grader.

Williston Elementary School:

Remington Cooper

Parent(s):

5th Grade

Jennifer Gove-Cooper

Nominated by: Mrs. Delgado who made the following comments:

I chose Remington as Student of the Month because of his dedication to learning. I can always count on him to volunteer as a peer tutor and help with other classroom tasks. He shows a growth mindset everyday and always asks the tough questions. I admire his desire to always want to know the why and how and not just the correct answer. Remington possesses the characteristics we strive for in our WES students. He has earned this month's Student of the Month for Williston Elementary School.

Williston Middle/High School:

Logan Navarro

Parent(s):

10th Grade

Shelley Navarro

Nominated by: Multiple teachers who made the following comments:

Logan is a great choice for Student of the Month. He works very hard in my class. Logan has good grades and no discipline problems. Logan also participates in soccer as the team goalie and is very good. Logan is a very quiet and polite student. Logan has a positive attitude and is always willing to help. I am glad that Logan is a part of Williston Middle/High School.

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

DATE: TUESDAY, JANUARY 17, 2023
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER – at 6:15 p.m.

ROLL CALL

MEMBERS:

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

OTHERS:

City Manager Terry Bovaird
Attorney Scott Walker
City Clerk Latricia Wright

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and pledge previously conducted at Town Hall meeting.

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

Motion to approve agenda by Vice-President Robinson. Seconded by Councilmember Ross.
Motion carried 5-0.

ITEM – 2 – INTRODUCTION OF NEW POLICE OFFICER: CHIEF MIKE ROLLS.

Mayor Goodman and Chief Roll introduced new police officer Lucas Hamilton to Council and staff.

ITEM – 3 – PUBLIC PARTICIPATION – None

ITEM – 4 – CONSENT AGENDA – Motion to approve consent agenda by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.

- Council minutes from January 3, 2023

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD – Announced Levy County Legislative day in Bronson Friday January 20th.
- STAFF – Chief Rolls, discussed getting consoles for the police vehicles and the missing juvenile has been located and is back home. Airport Manager Benton Stegall discussed putting an RFP (Request for Proposal) for a fuel supplier at the airport, and in the summer, they should be breaking ground for the new airport terminal building. Utility Director Jonathen Bishop discussed the replacement lights for in front of city hall arrived last week and have been installed.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- COUNCIL- none
- MAYOR – Handicap access to front door not working.
- CRA – Nick Williams CRA President discussed the projects that the CRA have completed on Block 12 which included major renovations to the arcade gateway and Fireman's Park.

ITEM – 6 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: APPLYING FOR AN SCBA GRANT THROUGH THE ASSISTANCE TO FIREFIGHTER GRANT PROGRAM. (FEMA) THE GRANT IS FOR \$300,000.00 WITH A 10% MATCH. FIRE CHIEF LAMAR STEGALL. – Motion to move forward with applying for the SCBA Grant by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 5-0.

OPEN PUBLIC HEARING

- B. 2ND READING ORDINANCE 2022-704: AN ORDINANCE TO BE KNOWN AS THE CITY OF WILLISTON “WATER AND SEWER SYSTEM CAPACITY FEE ORDINANCE”; PROVIDING DEFINITIONS, RULES OF CONSTRUCTION; PROVIDING FINDINGS; PROVIDING FOR IMPOSITION OF WATER AND SEWER CAPACITY FEES; PROVIDING FOR IMPOSITION OF WATER AND SEWER CAPACITY FEES; PROVIDING FOR PAYMENT AND USE OF MONIES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR COLLECTION OF CAPACITY FEES UPON CHANGES IN SIZE AND USE’ PROVIDING FOR DEVELOPER CONTRIBUTION CREDIT; PROVIDING FOR PAYMENT AND COLLECTION OF WATER AND SEWER SYSTEM CAPACITY FEES; PROVIDING FOR REVIEW HEARINGS; REQUIRING PERIODIC REVIEW; DECLARING EXCLUSION FROM ADMINISTRATIVE PROCEDURES ACT; PROVIDING FOR PUBLIC HEARING; PROVIDING FOR CONFLICT AND SEVERABILITY’ PROVIDING AN EFFECTIVE DATE. CITY MANAGER TERRY BOVARID/DONALD BARBER PUBLIC WORKS SUPERVISOR. – Motion to approve 2nd reading of Ordinance 704 by Councilmember Bullock. Seconded by Councilmember Cox. Motion carried 5-0.

CLOSE PUBLIC HEARING

- C. RESOLUTION 2023-02: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE PURCHASE OF ONE (1) 2023 CHEVROLET TAHOE FOR THE WILLISTON POLICE DEPARTMENT FROM BRANNEN MOTOR COMPANY. POLICE CHIEF MIKE ROLLS. – Motion to approve Resolution 2023-02 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 5-0.
- D. RESOLUTION 2023-07: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE A LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN GAINESVILLE AIRCRAFT

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

SALES AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION OUTLINED IN THE ATTACHED LAND LEASE AGREEMENT; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. – Motion to approve Resolution 2023-07 by Councilmember Bullock. Seconded by Councilmember Ross. Motion carried 5-0.

ITEM – 7 – PUBLIC PARTICIPATION – None

ITEM - 8 – ANNOUNCEMENTS – City Manager thanked Utility Supervisor Donald Barber for his hard work on preparing the Capacity Fee Ordinance. Councilmember Bullock announced the Williston Baseball Team will be hosting a Rib Cook-off Saturday January 28th. The baseball team will also be selling ribs for \$25.00 a slab.

ITEM – 9 – ADJOURNMENT – Motion to adjourn at 7:10 by Councilmember Ross. Seconded by Councilmember Bullock.

NEXT SCHEDULED COUNCIL MEETING FEBRUARY 7, 2023, AT 6:00 P.M.

Date: February 7, 2023

COUNCIL AGENDA ITEM

TOPIC: DISCUSSION WITH POSSIBLE ACTION: DEVELOPER'S AGREEMENT WITH 1200G DEVELOPERS, INC.

REQUESTED BY: LAURA JONES, CITY PLANNER

BACKGROUND / DESCRIPTION:

SUMMARY:

On October 4, 2022, the City of Williston Council approved Resolution 2022-79 entering into a memorandum of understanding with the development known as 1220G Development, Inc. The memorandum was an agreement to provide City water and sewer to the development. This was a condition of the Special Exception Order SE 03-17 approved by the Levy County Board of Commissioners.

LEGAL REVIEW: NA

FISCAL IMPACTS: TBD

RECOMMENDED ACTION: Staff recommends City Council direct City Attorney to begin working with developer to create a Developer's Agreement.

ATTACHMENTS: 1200G Development Inc., Presentation, Memorandum of Understanding.

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED



Emergence

The Four Corners

an Outdoor Travel Experience

a Recreational Park in natural surroundings

Concept Inspiration



Project Background

Emergence/The Four Corners Recreational Vehicle Park

+/- 182 acres (2 parcels) located approx. 2 miles South of Williston on the West side of Highway 27 on border of Levy & Marion counties;

Special Use approved by Levy County in 2017 to allow development of an RV Park to support activities for equestrian and local natural surroundings for tourism; and,

Special Use requires City of Williston to be provider of public utilities for sewer and water.

Project Summary

Recreational Vehicle Park

+/- 182 acres | 684 total units | 471 RV spaces | 213 Park Cottages

Primary market to serve equestrian activities by WEC & local area

Focus on family friendly community to serve outdoor recreational opportunities in natural surroundings located in Williston and County areas to support greater activities for increased tourism.

Project Development

Project Team

Land Owners: J. Morales & H. Goddard

*Developers: **1220g development** – James Izzo | Scott Burgard*

Operator: Affiliate of 1220g

Consultants: EDA Consultants, Inc

Project Concept Images



Project Vision Images



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the **City of Williston** (the "City"), and the **1220G Development, LLC** (the "Developer") regarding the potential development of real property owned by Jose Morales and Helen Goddard and located in the general vicinity of Highway 27 and proximate to the eastern boundary of Levy County (known as Morales/Goddard RV park), described in attachments to this MOU (the "Project").

WHEREAS, the property owner has received Special Exception Order SE 03-17, dated December 19, 2017, by Board of Commissioners of Levy County for an RV Park; and

WHEREAS, the Board of Commissioners of Levy County concurrently approved associated Ordinances 2017-020 and 2017-021; and

WHEREAS, the City of Williston provided a letter, dated August 28, 2017, to the Chairman of the Board of Commissioners of Levy County in support of the Project indicating it is willing and able to provide water and sewer to the Project; and

WHEREAS, the Levy County Special Exception Order SE 03-17 contains Condition No. 10, stating "The Applicant must provide an agreement for commitment of provision of water and sewer service to the Subject Property approved by the City of Williston prior to any site work or commencement of construction on the Subject Property. A commitment for water/sewer capacity provided by the City of Williston will not be sufficient to comply with this condition."; and

WHEREAS, the City began meetings with Developer, on February 2, 2022 on the subject property to discuss a potential list of public services which could be provided by the City of Williston to the Project which included water and sewer; and concluded August 23, 2022 meeting that the City's Engineer, Wright-Pierce, would need to augment their existing conditions water model to model various water service and onsite well models and connection alternatives specific to the Morales/Goddard RV Park Project; and

WHEREAS, the City's Engineer, Wright-Pierce, would also need to determine sewer system conveyance options to convey wastewater from the subject site (Goddard/Morales) along with several other potential development sites in and around the City.

NOW, THEREFORE, the City, and the Developer agree as follows:

- 1. Purpose.** The purpose of this MOU is to outline, a final proposed plan to be carried out by the City and Developer to formally execute a Development Agreement to provide water and sewer services to the Project. It is the intent of the parties that an agreement will

be necessary for City of Williston Council to approve public utility services for water and sewer and Levy County approval of a formal site plan for development of the Project by the Board of Commissioners of Levy County under approved Special Use Exception 03-17.

2. Design/Engineering work: Water/Sewer Services - Wright-Pierce has completed an existing condition water model for the City of Williston. They have requested additional services to model out various well water and connection scenarios to determine the appropriate configuration for service delivery of water to the Project due to the location of the Project being outside of the City boundary. Wright-Pierce has also requested additional services to determine alternatives for conveyance for sewer from the Project to several other proposed sites around the City. The City is requesting the Developer pay for the additional services of Wright-Pierce to determine the final services delivery of water and sewer systems to complete a formal Development Agreement for these specific Services to be provided by the City.

3. Costs: City presented to Developer costs of \$9,760 Additional Services for Wright-Pierce to perform services for water scenarios and up to \$15,574 to perform services for sewer scenarios. Developer agrees to reimburse City for its out-of-pocket water of \$9,760 and a portion of sewer of Not To Exceed \$15,574 maximum cost, which shall be shared with other developments under consideration by the City.

4. Timing: During such period Wright-Pierce is performing its work plus an additional 90 days after completion of Consultant's work for finalization of the Development Services agreement for public services, the City and Developer will agree that such final determination of services is predicated on conclusion of and acceptance of Wright-Pierce Additional Services scope of work proposed by City to Developer to satisfy City's requirements to formalize the Development Services agreement with Developer.

5. Commitment: City agrees to Developer that it will be the services provider for water and sewer services to their Project. City further will commit that this MOU will be recognized temporarily for the period in Item 4, that it has registered the Developer's Project to reserve City's utility services of water and sewer for determination of delivery, conveyance, and capacity for its Project while Design/Engineering work is being completed and City/Developer finalize Development Services agreement from final consultant conclusions.

6. Cooperation: City and Developer under this MOU, are establishing this arrangement for their mutual benefit to cooperatively work together to provide water and sewer services outside of the City boundaries to serve Developer's Project and create value to the City for utilities services and future development projects. This MOU is intended to set-forth the intent, understandings and independent obligations between the City, and the Developer in their joint effort to bring about the Utility Services Development Agreement for the Morales/Goddard RV development on the terms outlined herein.

7. General Provisions. Nothing herein is intended or shall be construed to confer upon any person or entity other than the parties hereto and their successors or assigns, any rights

or remedies under or by reason of this MOU. Neither this MOU, nor any rights or obligations hereunder may be assigned, delegated or conveyed by either party without the prior written consent of the other Party. This MOU may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement, and the transmission of signature pages to this MOU by facsimile or as portable document format attachments to electronic mail shall constitute effective execution and delivery of this MOU and may be used in lieu of original signature pages of this MOU or all purposes.

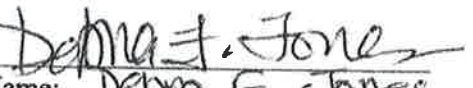
[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the date set forth above.

1220G Development, LLC

By: 
Name: James Izzo
Title: Manager
10/26/22

City of Williston

By: 
Name: Debra F. Jones
Title: City Council President
10/4/22



CITY COUNCIL AGENDA ITEM

TOPIC: Code of Ordinances Text Amendment for Duplexes and Townhomes

REQUESTED BY: Laura Jones, City Planner

Applicant: NA

PUBLIC HEARING

FIRST READING

BACKGROUND / DESCRIPTION:

Ordinance 708

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT INCREASED HOUSING NEEDS; RELATED TO AN AMENDMENT OF THE TEXT OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AMENDING CHAPTER 60-256, MINIMUM LOT REQUIREMENTS AND MINIMUM YARD REQUIREMENTS, ALLOWING FOR DUPLEXES AND TOWNHOMES, DESCRIBED HEREIN; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE.

SUMMARY

The proposed text amendment is a staff initiated update to the City of Williston's Code of Ordinances. Staff initiates these updates when trends begin to change and it becomes apparent that the City's current Code is no longer adequate. This Ordinance specifically changes the lot sizes and yard requirements for duplexes and townhomes. These changes will only apply to the Residential Multi-Family and Residential Duplex Zoning where duplexes and townhomes are already allowed.

Planning and Zoning Commission approved this text amendment on January 31, 2023.

Section 60-256. – Minimum lot requirements.

Minimum lot requirements for area and width in the RMF districts shall be as follows:

- (1) Single-family dwellings or mobile homes:**
 - a. Minimum lot area: 8,712 square feet (with city water and city sewer).**
 - b. Minimum lot area: 11,000 square feet (with city water and septic tank).**
 - c. Minimum lot area: 22,000 square feet (with individual well and septic tank).**
 - d. Minimum lot width: 66 feet.**

(2) Duplexes:

- a. Minimum lot area: **13,590** 6,800 square feet (with city water and city sewer).
- b. Minimum lot area: **21,780** 10,890 square feet (with city water and septic tank).
- c. Minimum lot area: **43,560** 21,780 square feet (with individual well and septic tank).
- d. Minimum lot width: 100 feet **(50 feet for each duplex unit if platted)**

(3) Multiple-family development (townhomes):

- a. Minimum site area: **3,630** 1,800 square feet per dwelling unit (with city water and city sewer).
- ~~b. Minimum site area: 10,890 square feet per dwelling unit (with city water and septic tank).~~
- ~~c. Minimum site area: 21,780 square feet per dwelling unit (with individual well and septic tank).~~
- ~~d. Minimum site width: 100 feet.~~

(4) Other permitted uses and structures: None, except as needed to meet all other requirements herein set out.

Sec. 60-257. - Minimum yard requirements.

Minimum yard and requirements for the depth of the front and rear yard, and the width of the side yard in the RMF districts shall be as follows:

(1) Single-family dwellings and duplexes:

- a. Front: 25 feet.
- b. Side: 7 feet for each side yard. **For connected structures, side yards are not required.**
- c. Rear: 20 feet.

(2) Multiple-family dwellings: (to be applied to site perimeter):

- a. Front: 25 feet.
- b. Side: 20 feet for each side yard. **For connected structures, side yards are not required.**
- c. Rear: 20 feet.

Special provisions: Where two or more multiple-family structures are located together on one site, no detached residential structure shall be closer than 20 feet to another, **unless platted.**

(3) Public and private schools, adult and child care centers, churches, other houses of worship, private clubs and lodges, nursing homes, residential homes for the aged, group living facilities, and all other permitted uses unless otherwise specified:

- a. Front: 35 feet.
- b. Side: 15 feet for each side yard.

c. Rear: 20 feet.

(Ord. No. 434, § 4.7.7, 5-7-2002)

Sec. 60-258. - Maximum height of structures: no portion shall exceed.

The maximum height of structures in the RMF districts shall be 35 feet. See article II of this chapter for exceptions from height limitations.

(Ord. No. 434, § 4.7.8, 5-7-2002)

Sec. 60-259. - Maximum floor area ratio.

The maximum floor area ratio by all buildings in the RMF districts shall be as follows:

- (1) Single-family dwellings, including their accessory buildings: 35 percent.
- (2) Duplexes, including their accessory buildings: 45 percent.
- (3) Multiple-family developments, including their accessory buildings: 55 percent.

(Ord. No. 434, § 4.7.9, 5-7-2002; Ord. No. 583, § 1(att. A, § 8), 4-22-2008)

Sec. 60-260. - Maximum lot coverage by all impervious surfaces.

The maximum lot coverage by all impervious surfaces in the RMF districts shall be as follows:

- (1) Single-family dwelling unit: 35 percent.
- (2) Duplex: 50 percent.
- (3) Multifamily: 50 percent.

(Ord. No. 434, § 4.7.10, 5-7-2002; Ord. No. 583, § 1(Att. A, § 8), 4-22-2008)

There are multiple duplex and townhome developments in the planning stages within the City. Residents have inquired about the possibility of owning these types of homes. As the Code stands now, these types of homes could only be owned by one entity and rented to residents as the properties could not be platted and therefore could not be separate parcels. Updating the Code with this Ordinance, will allow for privately owned units.

LEGAL REVIEW: Completed

FISCAL IMPACTS: None

RECOMMENDED ACTION: Planning and Zoning Commission recommended approval of Ordinance 708 on January 31, 2023.

ATTACHMENTS: Ordinance 708

ACTION: _____ APPROVED _____ DISAPPROVED

ORDINANCE NO. 708

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING THE CITY OF WILLISTON LAND DEVELOPMENT REGULATIONS, AS AMENDED, PURSUANT INCREASED HOUSING NEEDS; RELATED TO AN AMENDMENT OF THE TEXT OF THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR AMENDING CHAPTER 60-256, MINIMUM LOT REQUIREMENTS AND MINIMUM YARD REQUIREMENTS, ALLOWING FOR DUPLEXES AND TOWNHOMES, DESCRIBED HEREIN; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Williston, Florida, hereinafter referred to as the City Council, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement 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, 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 as described below and recommended approval of the above referenced text amendment 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 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. City Council to amend the text of the Land Development Regulations, Section 60-256. – Minimum lot requirements is hereby amended to read, as follows:

Section 60-256. – Minimum lot requirements.

Minimum lot requirements for area and width in the RMF districts shall be as follows:

- (1) Single-family dwellings or mobile homes:
 - a. Minimum lot area: 8,712 square feet (with city water and city sewer).
 - b. Minimum lot area: 11,000 square feet (with city water and septic tank).
 - c. Minimum lot area: 22,000 square feet (with individual well and septic tank).
 - d. Minimum lot width: 66 feet.
- (2) Duplexes:
 - a. Minimum lot area: ~~13,590~~ 6,800 square feet (with city water and city sewer).
 - b. Minimum lot area: ~~21,780~~ 10,890 square feet (with city water and septic tank).
 - c. Minimum lot area: ~~43,560~~ 21,780 square feet (with individual well and septic tank).
 - d. Minimum lot width: 100 feet **(50 feet for each duplex unit if platted)**
- (3) Multiple-family development (townhomes):
 - a. Minimum site area: ~~3,630~~ 1,800 square feet per dwelling unit (with city water and city sewer).
 - ~~b. Minimum site area: 10,890 square feet per dwelling unit (with city water and septic tank).~~
 - ~~c. Minimum site area: 21,789 square feet per dwelling unit (with individual well and septic tank).~~
 - ~~d. Minimum site width: 100 feet.~~
- (4) Other permitted uses and structures: None, except as needed to meet all other requirements herein set out.

Sec. 60-257. - Minimum yard requirements.

Minimum yard and requirements for the depth of the front and rear yard, and the width of the side yard in the RMF districts shall be as follows:

- (1) Single-family dwellings and duplexes:
 - a. Front: 25 feet.
 - b. Side: 7 feet for each side yard. **For connected structures, side yards are not required.**
 - c. Rear: 20 feet.
- (2) Multiple-family dwellings: (to be applied to site perimeter):

- a. Front: 25 feet.
- b. Side: 20 feet for each side yard. **For connected structures, side yards are not required.**
- c. Rear: 20 feet.

Special provisions: Where two or more multiple-family structures are located together on one site, no detached residential structure shall be closer than 20 feet to another, **unless platted.**

- (3) Public and private schools, adult and child care centers, churches, other houses of worship, private clubs and lodges, nursing homes, residential homes for the aged, group living facilities, and all other permitted uses unless otherwise specified:
 - a. Front: 35 feet.
 - b. Side: 15 feet for each side yard.
 - c. Rear: 20 feet.

(Ord. No. 434, § 4.7.7, 5-7-2002)

Sec. 60-258. - Maximum height of structures: no portion shall exceed.

The maximum height of structures in the RMF districts shall be 35 feet. See article II of this chapter for exceptions from height limitations.

(Ord. No. 434, § 4.7.8, 5-7-2002)

Sec. 60-259. - Maximum floor area ratio.

The maximum floor area ratio by all buildings in the RMF districts shall be as follows:

- (1) Single-family dwellings, including their accessory buildings: 35 percent.
- (2) Duplexes, including their accessory buildings: 45 percent.
- (3) Multiple-family developments, including their accessory buildings: 55 percent.

(Ord. No. 434, § 4.7.9, 5-7-2002; Ord. No. 583, § 1(att. A, § 8), 4-22-2008)

Sec. 60-260. - Maximum lot coverage by all impervious surfaces.

The maximum lot coverage by all impervious surfaces in the RMF districts shall be as follows:

- (1) Single-family dwelling unit: 35 percent.
- (2) Duplex: 50 percent.
- (3) Multifamily: 50 percent.

(Ord. No. 434, § 4.7.10, 5-7-2002; Ord. No. 583, § 1(Att. A, § 8), 4-22-2008)

Section 2. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 3. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

Section 4. Effective Date. This Ordinance shall become effective immediately Passed on second reading, this ____ day of ____, 2023.

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 ____ day of ____, 2023.

ATTEST:

CITY OF WILLISTON

LATRICIA WRIGHT
CITY CLERK

DEBRA JONES
PRESIDENT, CITY COUNCIL

CHARLES GOODMAN
MAYOR

KIERSTEN BALLOU
CITY ATTORNEY

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2023-11: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA; APPOINTING MR. STEPHEN MCMILLEN, JR. TO THE PLANNING AND ZONING COMMISSION FOR VACANT SEAT FIVE- BEGINNING FEBRUARY 7, 2023 ENDING FEBRUARY 7, 2026; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: LAURA JONES, CITY PLANNER

PREPARED BY: LAURA JONES, CITY PLANNER

BACKGROUND / DESCRIPTION: This resolution would appoint Mr. Stephen McMillen, Jr. for the vacant seat 5, beginning February 7, 2023 and ending February 7, 2026. Mr. McMillen has expressed a desire to further serve the community on the Planning and Zoning Commission Board.

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

LEGAL REVIEW: None

FISCAL IMPACTS: None

RECOMMENDED ACTION: Adopt resolution 2023-11 appointing Mr. McMillen to the Planning and Zoning Commission Board for a term beginning February 7, 2023 and ending February 7, 2026.

ATTACHMENTS: Mr. McMillen's Application and resolution 2023-11.

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

CITY COUNCIL RESOLUTION NUMBER 2023-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA; APPOINTING MR. STEPHEN MCMILLEN, JR. TO THE PLANNING AND ZONING COMMISSION FOR THE REMAINDER OF THE TERM FOR VACANT SEAT FIVE - BEGINNING FEBRUARY 7, 2023 ENDING FEBRUARY 7, 2026; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Mr. Stephen McMillen, Jr. is currently a citizen of the City and has expressed his desire to continue to serve the Community; and,

WHEREAS, Mr. Stephen McMillen, Jr. has applied to the Planning and Zoning Commission; and,

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

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

Section 2. The City Council hereby approves Resolution 2023-11.

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

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

PASSED AND ADOPTED at a meeting of the City Council this 7th day of February 2023.

This space intentionally left blank

CITY OF WILLISTON, FLORIDA

Debra Jones-President
Williston City Council

ATTEST: Latricia Wright
City Clerk

Approved as to form and legality:

By: _____
Kiersten Ballou/Scott Walker
City Attorney



APPLICATION FOR COMMISSION/BOARD MEMBERSHIP

NAME Stephen McMillen
ADDRESS 605 NW 9th Circle, Williston, FL 32696
TELEPHONE: 352-529-7838
EMAIL ADDRESS: Stephen.McMillen@ufl.edu

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

PLANNING & ZONING PENSION BACE CRA CHAPTER 185

ARE YOU AVAILABLE TO MEET ACCORDING TO THE PUBLISHED COMMISSION/BOARD MEETING SCHEDULE?

YES ☒ NO ☐

ARE YOU A (CIRCLE ALL THAT APPLY):

RESIDENT BUSINESS OWNER PROPERTY OWNER

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

to be more involved with my hometown and its future development

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

McMillen Surveying - 4 years
University of Florida Land Surveying Class of 2024

WHAT SPECIAL ASSETS WOULD YOU BRING TO THE BOARD?

Critical thinking, new perspective, Surveying Experience

BRIEF COMMUNITY SERVICE:

Catering Banquets with my cooking class in high school

DO YOU HAVE ANY PREVIOUS BOARD EXPERIENCE?

YES _____

NO ☒

DATE: 12/14/22

SIGNATURE: 

PLEASE RETURN THIS APPLICATION TO:

**CITY OF WILLISTON
50 NW MAIN STREET
WILLISTON, FLORIDA 32696**

YOU MAY ALSO EMAIL A COMPLETED APPLICATION TO THE CITY CLERK:

city.clerk@willistonfl.org

Date: 1/31/2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-12:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PASSERO ASSOCIATES, LLC PROFESSIONAL ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR AIRPORT TERMINAL BUILDING SUPPLEMENTAL AGREEMENT 22-23A; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

REQUESTED BY: BENTON STEGALL AIRPORT MANAGER
PREPARED BY: KIERSTEN BALLOU CITY ATTORNEY

FISCAL IMPACTS: The \$189,223.00 cost for this professional service is paid 100% by an FDOT PTGA Grant.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2023-12	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> CONTRACT AGREEMENT AND DESIGNS	

COUNCIL ACTION:

☐ **APPROVED**

☐ **DENIED**

RESOLUTION NUMBER 2023-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PASSERO ASSOCIATES, LLC PROFESSIONAL ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR AIRPORT TERMINAL BUILDING SUPPLEMENTAL AGREEMENT 22-23A; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Williston has contracted with Passero Associates via a Master Consulting Services Agreement for Passero Associates, LLC to provide the city consulting services when the city is in need of same;

WHEREAS, Passero Associates, LLC was asked by the City of Williston to provide consulting services regarding the Williston Municipal Airport Terminal building;

WHEREAS, Passero Associates, LLC has provided a Supplemental Agreement (22-23A) for Professional Architectural/Engineering Design Services for Airport Terminal Building regarding providing consulting services to the City of Williston ("Supplemental Agreement");

WHEREAS, the Supplemental Agreement submitted by Passero Associates, LLC adequately addresses the tasks that the City of Williston requested of Passero Associates, LLC;

WHEREAS, the Supplemental Agreement submitted by Passero Associates, LLC additionally includes a site plan, exterior renderings, and a floor plan for the first floor;

WHEREAS, the City Council President is the appropriate party to execute documents related to such Supplemental Agreement; and

WHEREAS, the City Council has determined it is in the City's best interest to authorize the City Council President to execute this Supplemental Agreement, an unexecuted copy of which is attached hereto as Exhibit A and any other such documents as are required to enter into the Supplemental Agreement.

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

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

Section 2. The City Council hereby approves the Passero Associates, LLC Supplemental Agreement (along with the included site plan, exterior renderings, and floor plan), attached hereto and incorporated herein as Exhibit A.

Section 3. The City Council President is hereby authorized to execute on behalf of the City such documents as are required to enter the Supplemental Agreement.

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

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

PASSED AND ADOPTED at a meeting of the City Council this 7th day of February, 2023.

CITY OF WILLISTON, FLORIDA

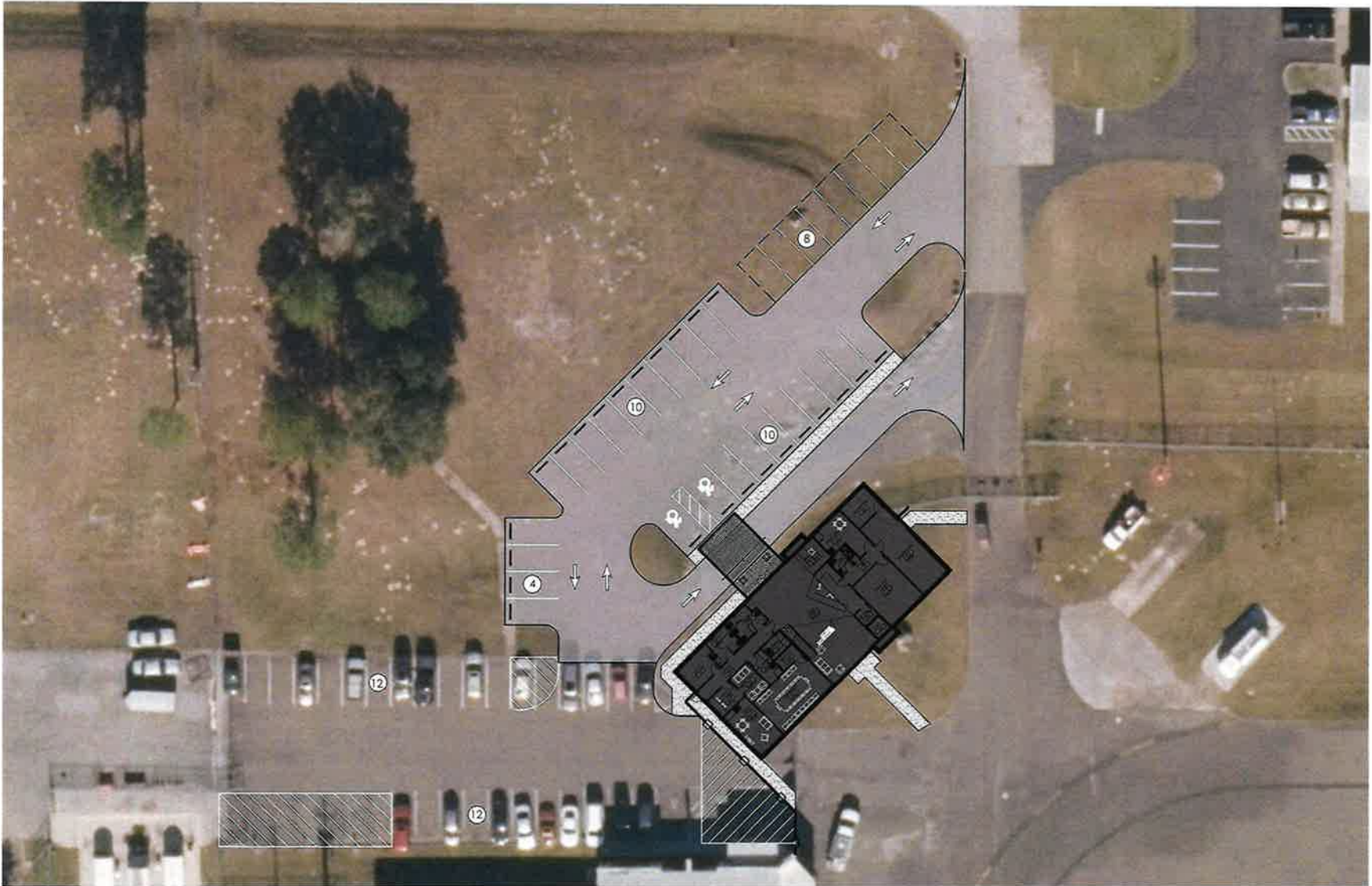
BY: _____
Debra Jones, City Council President

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

Approved as to Form and Legality:

Latricia Wright, City Clerk

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



Williston Terminal Building

SITE PLAN

2009C041.0023
DECEMBER 1, 2022
Williston, Florida

01



Williston Terminal Building
EXTERIOR RENDERING

20090041.0023
DECEMBER 1, 2022
Williston, Florida

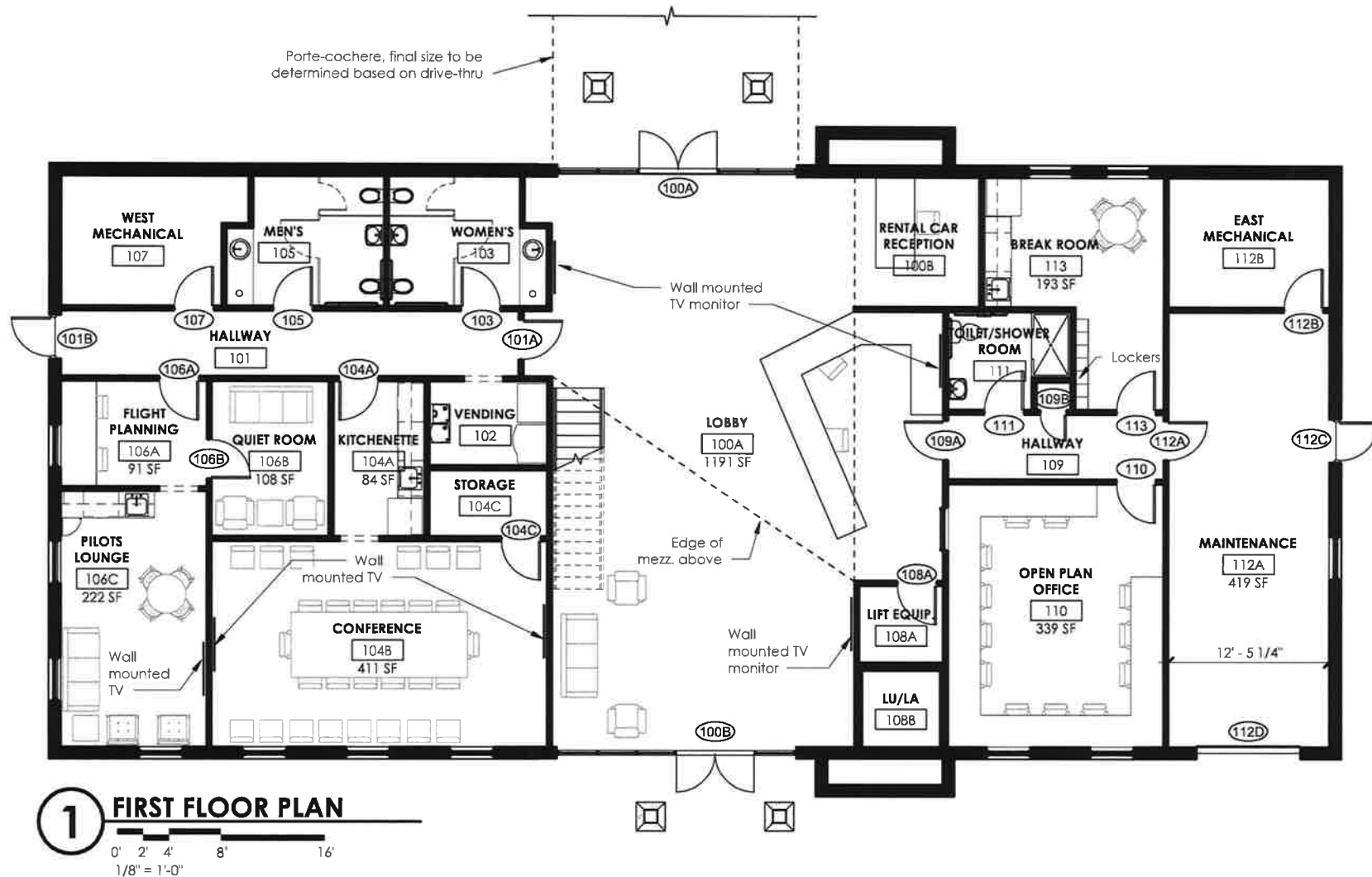
02



Williston Terminal Building
EXTERIOR RENDERING

20090041.0023
DECEMBER 1, 2022
Williston, Florida

03



Williston Terminal Building FIRST FLOOR PLAN

20090041.0023
DECEMBER 1, 2022
Williston, Florida

04

City of Williston



Williston Municipal Airport (X60)

Professional Architectural/Engineering Design Services for Airport Terminal Building

By
Passero Associates, LLC
(Passero Project No. 20090041.023A)

Supplemental Agreement 22-23A

Dated: December 1, 2022

Professional Architectural/Engineering Design Services for Airport Terminal Building

PASSERO ASSOCIATES ("PA" or "Consultant") agrees to perform the following services, in accordance with the terms and conditions of this Supplemental Agreement, including Schedule C – Federal Contract Provisions, and the Professional Services Agreement with the City of Williston (Owner or "Client") for Engineering and Consulting Services dated October 21, 2008, all of which terms and conditions are incorporated herein by reference.

Project Location: Williston Municipal Airport, Williston, FL.

Project Description: Prepare Final Design, Bidding and Construction Documents for a proposed airport terminal building. (See Attachment A - Scope of Work)

Scope of Basic Services: See Attachment A - Scope of Work (Basic Services).

Scope of Special Services: Supplemental Geotechnical Survey.

Client Manager / Project Coordinator: Benton Stegall, Airport Manager

PA Program Manager: Brad Wentz, Program Manager.

PA Project Manager(s): Justin Vollenweider, AIA CSI-CDT NCARB, Senior Architect.

<u>Basic Services Compensation and Method of Payment:</u>	Not-to-Exceed (Passero):	\$ 181,680.00
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<u>Special Services Compensation and Method of Payment:</u>	Not-to-Exceed (Subconsultants):	\$ 7,543.00
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<u>Total Project Cost:</u>	Not-to-Exceed:	\$ 189,223.00
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Schedule and Meetings: Start work immediately upon authorization of this supplemental agreement. Deliverable and Meeting schedule TBD, with client input.

Deliverables:

1. Bidding Documents.
2. Construction Documents.
3. Southwest Florida Water Management District Environmental Resource Stormwater Permit (ERP).
4. FAA Obstruction Evaluation / Airport Airspace Analysis (OE/AAA).
5. Submit building permit with City.
6. Project Meetings and presentations, as requested by the Client.
7. Aid Bidding Process, Bid Tabulation, and Recommendation to Award.

"Consultant"
Passero Associates, LLC

"Client"
City of Williston

BY: _____
Bradley Wentz, Vice President

BY: _____
Debra Jones, President, Williston City Council

ATTEST BY: _____
Angela Witt, Grants/Contracts Administrator

ATTEST BY: _____
Latricia Wright, City Clerk

Date: _____

Date: _____

Schedule A - Scope of Work

Professional Architectural/Engineering Design Services for Airport Terminal Building

Williston Municipal Airport, Williston, Florida

I. Project Description

Prepare Final Design, Bidding and Construction Documents for a new terminal building at the Williston Municipal Airport. The project will generally consist of offices, conference room, pilots lounge, maintenance shop, lobby and optional observation deck totaling approximately 4,600 square feet.

Note: Refer to Final Schematic Design Drawings dated December 1, 2022

II. Basic Services

Passero Associates (Consultant) will assist Williston Municipal Airport ("City" or "Client") with architectural and engineering concept development services by providing the following professional services:

A. Building Design Phase

a. **Site Selection, Program and Concept Development (30%) Phase.** Completed in previous Authorization.

b. **Design Development Documents (30-60% design completion):**

The Architect shall provide Design Development Documents based on the approved Schematic Drawings. The Design Development Documents shall illustrate and describe the refinement of the design of the Project by:

- Establishing the scope, relationships, forms, size, and appearance of the Project by means of:
 - Floor and detailed plans.
 - Building Sections.
 - Detailed Building Elevations.
 - Typical Construction Details.
- The Design Development Documents shall include preliminary specifications that identify major materials and systems and establish in general their quality levels.
- Provide an updated Statement of Probable Cost.

c. **Construction Documents (60-90-100%):**

The Architect shall provide Construction Documents based on the Design Development Documents approved by the Client. The Construction Documents shall set forth, in detail, the requirements for construction of the Project.

- The Construction Documents shall include:
 - Foundation Plans and Details.
 - Floor Plans and Details.
 - Roof Plan and Details.
 - Exterior Building Elevations.
 - Building Sections.
 - Wall Sections, Details, and Notes.
 - Door and Window Schedules.
 - Structural, Mechanical, Electrical, and Plumbing Plans, Schedules, Notes, and Details (as per items D and E).
- During the development of the Construction Documents, the Architect shall also assist the Owner in the development and preparation of:
 - Specifications that establish, in detail, the quality levels of materials and systems required for the Project.
 - Bidding and procurement information, which describes the time, place, and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and Contractor.
 - The Conditions of the Contract for Construction (General, Supplementary, and other Conditions).

- The Architect shall also compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.
- Response to comments from the Municipal Code Official and the Fire Marshall during the Building Permit Application process.

d. MEP Design Services: (Provided by Promus)

- HVAC Design Services - Design and Construction Documents
 - Kick-off meeting with Client and Architect to review Project requirements and design intention.
 - Specification and layout of HVAC systems to include:
 - Design of HVAC systems, including heating, cooling, ventilation, and exhaust.
 - Attendance at design review meetings by the Mechanical Engineer at 50% and 95% complete drawings. (via video conference call)
 - Provide HVAC technical specifications in CSI format as required.
- Plumbing Design Services - Design and Construction Documents
 - Kick-off meeting with Client and Architect to review Project requirements and design intention.
 - Specification and layout of plumbing systems to include:
 - Design of plumbing systems, including the water service equipment, backflow preventers, hot water plant, domestic water distribution, and storm sanitary, and vent piping.
 - Specification and layout of gas systems to include:
 - Gas service entrance and coordination with utility.
 - Gas distribution piping as required to serve the HVAC, mechanical, and other building-related equipment.
 - Preparation of an Engineer's Report for Backflow Prevention for the fire and domestic water services.
 - Attendance at design review meetings at Design Development and 80% complete drawings. (via video conference call)
 - Provide Plumbing technical specifications in CSI format as required.
- Fire Protection Design Services - Design and Construction Documents (if required)
 - Kick-off meeting with Architect and Client to review Project requirements.
 - Specification and layout of fire protection system per NFPA 13 to include:
 - Fire protection water service entrance and coordination with Site Engineer.
 - Identification of the required coverage areas and the coverage types to serve the building spaces, including layout of sprinkler heads.
 - Attendance at design review meetings at Design Development and 80% complete drawings. (via video conference call)
 - Provide Fire Protection technical specifications in CSI format as required.
- Electrical Design Services - Design and Construction Documents
 - Kick-off meeting with Architect and Client to review Project requirements.
 - Specification and layout of electrical systems to include:
 - Interior and building mounted lighting systems.
 - Interior convenience power and receptacle systems.
 - Fire alarm system as required by code and owner.
 - Raceways and boxes only for special systems to include: telephone, data, security, paging and sound systems.
 - Coordination of the connections and wiring for the exterior lighting and signage (provided by others).
 - Attendance at design review meetings at Design Development and 80% complete drawings. (via video conference call)
 - Provide Electrical technical specifications in CSI format as required.

e. Structural Design Services:

- Kick-off meeting with Architect and Client to review Project requirements.
- Design Development Phase:
 - Provide preliminary structural general notes and material specifications on drawings.
 - Provide preliminary foundation plans with identification of any special foundation design considerations, if necessary (i.e. ground improvement, deep foundations, etc...).
 - Provide typical foundation sections and details.
 - Attendance at design review meetings. (via conference call)
- Construction Document Phase:
 - Provide structural general notes and material specifications on drawings and in project manual.
 - Provide final foundation design requirements, including member size and reinforcing schedules. Considerations for special foundation requirements will be included. Geotechnical Exploration and Subsurface Evaluation Report are by others.
 - Delegated design requirements for pre-engineered systems (i.e. pre-engineered metal building system) and/or structural steel connections to be identified.
 - Attendance at design review meeting at 80% completeness stage.
 - Statement and Schedule of Special Inspections to be provided on Drawings in accordance with FBC and/or Local Building Code requirements.

f. Site Engineering (Access / Parking / Utility / Stormwater) Design Services:

- Contact the City, FDOT to review scope of work and clarify project design requirements, construction sequencing and operational concerns.
- Coordinate with local electrical utility, Duke Energy
- Prepare electrical service drawings with equipment placements.
- Prepare potable water service supply drawings.
- Prepare wastewater service drawings.
- Prepare stormwater service drawings.
- Prepare final construction plans, supplemental documents and construction phasing plans.
- Prepare final quantity takeoffs for the bid schedule. This will include items shown on the drawings and/or described in the technical specifications.
- Prepare a final probable construction cost utilizing the quantity takeoff and bid items previously developed.
- Prepare final technical specifications.
- FAA Obstruction Evaluation / Airport Airspace Analysis (OE/AAA) – Notice of Construction or Alteration form 7460-1.
- Submit advance final documents to the City and Florida Department of Transportation for final review and comment. The design team and the City will conduct a final design review meeting to discuss contents, costs and other comments.
- Reproduce copies of the bid documents which include plans, specifications and construction phasing plans. These documents will be supplied to the City.

g. Site Stormwater Permitting Phase (with SWFWMD): Note: it is expected that this project will require a Standard General "Environmental Resource Permit."

- Review Southwest Florida Water Management District Handbook: "Regulation of Stormwater Management Systems" for applicability to project.
- Meet with SWFWMD staff (as needed) to review project requirements
- Identify existing pervious and impervious surfaces, as well as existing drainage system components and function.
- Identify proposed pervious and impervious surfaces, as well as proposed drainage system components and function.
- Design and recommend an acceptable set of stormwater treatment measures for the proposed drainage system.
- Submit application to SWFWMD for "Standard General Environmental Resource Stormwater Permit" (ERP).
- Respond to Requests for Additional Information from SWFWMD.

h. Site Permitting Phase (other):

- Site Development Review with City of Williston.

i. **Bidding Phase:**

- Prepare "Advertisement for Bids," contract document log and assist the Client in the legal advertisement of the project and tracking of outstanding contract document sets.
- Questions from potential bidders will be directed to and answered by addendum (if required).
- A pre-bid conference will be scheduled approximately fourteen (14) days prior to the scheduled bid opening. Minutes of the pre-bid conference will be prepared by Consultant and supplied to all meeting attendees and contract document holders.
- Consultant will assist the Client at the bid opening. Consultant will review the bids received for conformance with the contract documents. Consultant will review the contractor's personnel, equipment lists, and references to verify the contractor's qualifications and past record of responsibility.
- Prepare a bid tabulation and, if approved by the Client, send it to all bidders.
- Prepare either a recommendation of award or rejection of bids, if appropriate, to the Client.
- Prepare conformed copies of the contract and coordinate contractor execution of the contract. The attachments to the contract such as bonds and insurance will be reviewed by Consultant and the Client.
- Review the contractor-executed documents with the Client prior to execution by the Client.
- Contact Client to coordinate issuance of a Notice-to-Proceed (NTP).

j. **Grants Administration**

- Serve as liaison, for grant-related issues, for the City with FAA and FDOT, as requested.
- Assist the City in preparation and input of project information into their airport Joint Automated Capital Improvement Plan (JACIP) program.
- Assist the City in preparation of a Federal Aviation Administration grant application.
- Assist the City in the preparation of reimbursement request packages to the FAA and FDOT.
- Assist City in compiling and submitting necessary project quarterly reports and progress documentation required by the FAA and FDOT.

k. **Construction Administration:**

- Not included in this Authorization.

III. **Special Services**

Special services associated with this project include:

A. **Geotechnical Survey (Cal-Tech Testing, Inc.)**

- a. Supplemental Geotechnical site investigation will be conducted in the area of proposed terminal building and the proposed stormwater management facility(ies). Based on preliminary site investigations, areas of concern have been identified (possible sinkhole activity) for further investigation and confirmation of existing conditions. An updated geotechnical report shall be provided to the Client.

No additional special services are included; however, if during the project additional special services are identified, such services shall be performed by the Consultant for additional compensation and only as requested and agreed to by the Consultant and Client, and approved, in writing, by the Client.

IV. **Schedule**

After receiving the Notice-To-Proceed (NTP) from the Client, the Consultant will immediately be available to work on this project. Schedule will be determined at project kick-off meeting.

V. Fee Summary

Passero Associates (PA) will complete Professional Site Selection, Program and Concept Development Services for a new terminal building for a Not-To-Exceed fee of \$189,223 (one hundred eighty-nine thousand two hundred twenty-three dollars and zero cents), unless there is a change in scope, complexity, character or duration of the work to be performed by the Consultant.

Fee Summary:

Architectural Design Services	\$72,920.00
Civil Design Services	\$55,000.00
Structural Design Services	\$22,000.00
HVAC, Plumbing, Fire Protection, and Electrical Design Services	\$21,250.00
Supplemental Geotechnical Investigation	\$7,543.00
Bidding and Contract Services	\$10,510.00
Construction Phase Services	Not Included in this Authorization
Total Design Services Fee	\$189,223.00

VI. OTHER CONSIDERATIONS

1. Below we have listed services that are excluded from those provided in our Basic Architectural Services. If during the review process, any of these additional services are required, we will work with you to identify the associated costs.
 - Any item not explicitly outlined herein.
 - Environmental Testing and Auditing.
 - Deconstructive Investigation.
 - Special Inspections and Construction Testing. Special Inspections Services provided includes only the preparation of the initial statement of Special Inspections and Construction Testing that the project might be required to undertake.
 - Commissioning Services.
 - Interior design services including Furniture Selection or Coordination.
 - CAD Files and Completed Drawings, unless otherwise included.
 - Post-Construction Record Documents, unless otherwise included.
 - LEED Certification and Approval Process unless otherwise specified herein.
 - Payment of Any Utility Fees, County Health Department Fees, permit fees and/or any Other Utility Company Fees Related to Work Designed, Service Upgrades, and Reports.
 - HVAC:
 - Selection, layout, and specification of other mechanical systems that are not included in the Scope of Work above.
 - Plumbing
 - Selection, layout, and specification of other plumbing systems that are not included in the Scope of Work above.
 - It is assumed that there is sufficient water pressure available to serve the required domestic water system. The design and specification of a booster pump system is not included.
 - Fire Protection
 - Selection, layout, and specification of other fire protection systems that are not included in the Scope of Work above.
 - It is assumed that there is sufficient water pressure available to serve the required fire protection system. The design and specification of a fire pump/booster system is not included.
 - Hydraulic calculations are by eventual fire protection contractor.
 - Electrical
 - Selection, layout, and specification of electrical systems that are not included in the Scope of Work above, including (but not limited to) the selection, layout, and specification of sound systems, paging systems, security systems, telephone-data equipment, and emergency power/generator systems.
2. The Client is responsible for providing complete and thorough data in a timely fashion as requested by the Consultant, including all necessary data from City archives. The Consultant is not responsible for data that is not provided for in the course of this Agreement.

End of Scope of Services

Date: February 7, 2023

COUNCIL AGENDA ITEM

TOPIC: DISCUSSION WITH POSSIBLE ACTION: REPLACEMENT OF ROOF ON ISLAND FREIGHT BUILDING.

REQUESTED BY: BENTON STEGALL, AIRPORT MANAGER

PREPARED BY: BENTON STEGALL, AIRPORT MANAGER

BACKGROUND / DESCRIPTION: REPLACE ROOF ON ISLAND FREIGHT BUILDING AND DETERMINE FUNDING SOURCE.

LEGAL REVIEW: NONE

FISCAL IMPACTS: FROM \$57,060.54 TO \$60,350.00 DEPENDING ON SELECTED VENDOR AND SCOPE OF WORK.

RECOMMENDED ACTION: Approve

ATTACHMENTS: 3 QUOTES:

- 1. BEST BUILT CONSTRUCTION**
- 2. MAC JOHNSON ROOFING, INC.**
- 3. TRUE FORCE ROOFING**

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED



MAC JOHNSON ROOFING, INC.
ROOFING CONTRACTOR
CCC1325497

Po Box 367 Newberry, Fl 32669
(352) 472-1365 FAX (352) 472-1369
(866)376-4943



12/19/2022

To: Monterey BOATS
Project: Metal Roof
1860 SW 18th Ave.
Williston, Fl

Mac Johnson Roofing INC. proposes to supply labor and materials for the above listed project as follows.

Apply for and obtain roofing permit.

Remove existing metal roof panels and dispose of debris in an approved landfill.

Supply and install new 26ga galvalume PBR metal roof panels with lifetime screws.

Cover over existing sky light openings with new metal panels and install new eave, gable rake and ridge trim and reuse existing metal ridge vents in existing locations.

Clean up, magnetize grounds for metal and screws and dispose of debris.

MJR 5year workmanship.

Metal manufacturers 25year metal panel warranty.

\$60,350.00

Alternate 1

Install EPS flute fill in pans of existing metal roof panels (install metal panels over the sky light openings) and one layer 1" EPS insulation over the entire roof area.

Mechanically attach one ply 60 mil white TPO over the new insulation robotically heat welding the laps.

Flash in all penetrations and perimeters.

Clean up and dispose of all roofing debris.

MJR 5year workmanship warranty.

TPO manufacturers 20year materials warranty.

\$68,000.00

Supply and install new 26ga galvalume retro metal panel system over the existing metal panels and new metal trim to complete a watertight roof.

Clean up and dispose of all roofing debris.

MJR 5year workmanship warranty.

Metal manufacturers 25year metal panel warranty.

\$86,600.00

NO ELECTRICAL, DECKING, WOODWORK, BLOCKING, A/C,
MECHANICAL, PLUMBING WORK INCLUDED

NOTE; ALL PRICING GOOD FOR THIRTY DAYS, THERAFTER THEY MAY
BE SUBJECT TO MANUFACTURER PRICE INCREASES.

All colors are to be determined by owner. Mac Johnson Roofing is not responsible for
determination of color or styles.

All material is guaranteed to be as specified. All work to be completed in a
workmanlike manner according to standard practices. Any alteration or deviation from
above specifications involving extra cost will be executed only upon written orders
and will become an extra charge over and above the estimate. All agreements
contingent upon strikes, accidents or delays, beyond our control. This proposal subject
to acceptance within 60 days and is void thereafter at the option of the undersigned.

Residential invoices to be paid upon completion of contracted work.

A carrying charge of 1.5% per month will be added to any unpaid balance after 30
days. The customer will be responsible for all reasonable costs of collection, including
attorney's fees.

Mac Johnson Roofing appreciates the opportunity to submit this proposal. We look
forward to working with you toward the successful completion of your project.

PAYMENT SCHEDULE 50% DOWN 50% DUE UPON COMPLETION

Marty Poore'
Commercial Estimator

ACCEPTED BY _____
DATE _____

26 GAUGE PBR PANELS

DEC 01, 2022



ISLAND FREIGHT

Kelly.hars@willistonfl.org

3525299161x314

1860 sw 18th avenue

Williston, FL

32696

#CCC1328486

Roofing & Gutters
Residential & Commercial

don@bestbuilt.net
904.408.1392

26 G PBR PANELS

Description	Qty
New Roof Material	
26 Gauge Galvalume Metal	110
Ridge Cap - Metal Roof	212
Ridge Cap Vent Foam	176
Section Total	\$22,566.04

Description	Qty
Drip Edge/Rake/Flashing	
Drip-edge -Metal Roof	452
Gable Rake- Metal Roof	186
Section Total	\$1,253.64

Description	Qty
Screws	
2" Zac Lifetime Screws	100
Tube of Caulk	20
Section Total	\$3,412.60

Description	Qty
Labor Only	
Metal Labor - Removal Only	100
Metal Labor- Install Only	110
Section Total	\$28,966.70

Description	Qty
-------------	-----

Permit & Disposal

Dump Fees

1

Section Total

\$1,938.06

Quote subtotal \$58,137.04

Quote taxable total \$29,170.34

Florida Material Sales Tax (7%) \$2,041.92

Total \$60,178.96

AUTHORIZATION PAGE

26 G PBR Panels

\$60,178.96*

Name: Island Freight

Address: 1860 sw 18th avenue, Williston, FL

*Includes taxes

Estimate is valid for 15 days / 50% Deposit is required to Reserve Materials & Schedule Project

Section Title

Description	Qty	Unit price	Line total
<input type="checkbox"/>			

Customer Comments / Notes

My Product Selections

Roof Color

Accessory Color

Drip Edge Metal Color

Island Freight:

Date:

26 GAUGE GALVALUME METAL "EXPOSED FASTENERS"

DEC 01, 2022



ISLAND FREIGHT

Kelly.hars@willistonfl.org

3525299161x314

1860 sw 18th avenue

Williston, FL

32696

#CCC1333814

Roofing & Gutters
Residential & Commercial

info@trueforceroofing.com
352-900-5149

INTRODUCTION

Hi Island Freight,

Thank you for the opportunity to deliver a roofing solution.

The following estimate is for:

1. Remove and disposal of old materials
2. Supply and install new materials
3. Clean up of entire work area (all nails and other materials)
4. Clean all gutters if applicable.
5. Your own dedicated Production Scheduling team
6. All employees are WCB and COR certified
7. We are Licensed to work in your geographical region
8. Audit of all work completed by Quality Control Officer
9. 10-year Workmanship Warranty on complete projects.

As well, we have mandatory safety training for our staff to ensure safe practices always. Your project will be assigned a project manager to ensure the roof system is installed per Local and State Code. An in progress inspection will take place once underlayment is installed and roof is water-proofed. A final inspection will take place once project is complete and dumpster is removed from your property.

If you have any questions, please give me a call. We always want to provide the best value to our clients. If we are outside your budget, please let me know and we will do our best to work within that.

Kind regards,

Dave Goga | Project Estimator
dave@trueforceroofing.com
352-328-5429

26- G METAL

Description	Qty
New Roof Material	
26 Gauge Galvalume Metal	110
Ridge Cap - Metal Roof	212
Ridge Cap Vent Foam	176
Section Total	\$20,450.06

Description	Qty
Drip Edge/Rake/Flashing	
Drip-edge -Metal Roof	452
Inside Closures AKA Bird Stop	406
Gable Rake- Metal Roof	186
Section Total	\$1,389.00

Description	Qty
Screws	
2" Zac Lifetime Screws	100
Tube of Caulk	20
Section Total	\$3,085.60

Description	Qty
Labor Only	
Metal Labor - Removal Only	100
Metal Labor- Install Only	110
Section Total	\$26,250.50

Description	Qty
2nd Story or Steep	
2 Story Charge	110
Section Total	\$2,291.30

Description	Qty
Logistics	
Permit for Work	1
NOC Recorded	1
Dumpster (holds up to 50sq)	2
Section Total	\$1,728.37

Quote subtotal	\$55,194.83
Quote taxable total	\$26,653.03
Florida Material Sales Tax (7%)	\$1,865.71
Total	\$57,060.54

AUTHORIZATION PAGE

26 - G Metal

\$57,060.54*

Name: Island Freight

Address: 1860 sw 18th avenue, Williston, FL

*Includes taxes

Estimate is valid for 15 days / 50% Deposit is required to Reserve Materials & Schedule Project

Section Title

Description	Qty	Unit price	Line total
<input type="checkbox"/>			

Customer Comments / Notes

My Product Selections

Roof Color

Accessory Color

Drip Edge Metal Color

Island Freight:

Date:

WARRANTY



Manufacturers Warranty Term for 3 Tab Shingles - 25 Year
Algae Warranty - 10 Year
Labor / Installation Warranty - 10 Year
Maximum Wind Speed Coverage - 60 MPH

Manufacturers Warranty Term for Architectural Shingles - 30 Year Limited Lifetime,
Algae Warranty - 10 Year
Labor / Installation Warranty - 10 Year
Maximum Wind Speed Coverage - 130 MPH

Manufacturers Warranty Term for 26 Gauge Metal - 25 Year
Painted 26 Gauge Metal - 30 Year
Labor / Installation Warranty - 10 Year
Maximum Wind Speed Coverage - 140 MPH

Manufacturers Warranty Term for Modified Bitumen - 10 Year
Labor / Installation Warranty - 5 Year
Maximum Wind Speed Coverage - 80 MPH

In addition to the manufacturer's warranty True Force Roofing includes a maintenance program that includes 2 visits to your home each of the 1st 10 years to remove accumulated debris, inspect, and document your roof. These inspections can be sent along to your insurance carrier to help you stay on their good side and hopefully keep your rates low. All our warrantees are transferable.

Customer

Island Freight

Project address

1860 sw 18th avenue, Williston, FL

Date Project Completed

-

CUSTOMER (also referred to as "YOU" or CUSTOMER) and TRUE FORCE ROOFING, INC. (referred to as "CONTRACTOR", "US" or "WE") AGREE AS FOLLOWS:

1. **CONTRACTOR SCOPE OF WORK.** Contractor agrees to serve as your contractor to oversee and manage the performance of remediation, repair, construction and/or remodel work related to Customer's home or property as described in the Contract.
2. **CUSTOMER WORK.** Prior to Contractor's commencement of any work on the Property, Customer agrees to remove any items off walls which may interfere with the Work or be damaged during the course of the Work. Customer is responsible for satellite dish installation after project is complete. If satellite dish requires removal to complete scope of work, the dish will be removed to perform re-roof and contractor is not responsible for installation. Customer acknowledges and agrees that Contractor shall not be liable for any and all damages to such items.
3. **PAYMENT TERMS.** 50% of Total Contract Amount Due when this contract is entered/signed. Remaining 50% Balance plus Change Order balance (if applicable) Due when Contractor has given written notice that job is complete in the form of Final Invoice. 3% Credit Card Fee applies to all payments made via Credit Card. TRUE FORCE ROOFING LLC. applies a \$250.00 NSF Fee on all returned checks.
4. **DOWN PAYMENTS/DEPOSITS.** Customer understands that any money paid to Contractor as a deposit is to be applied to Contractor's cost to complete the Work ("Contractor Deposit"). In the event Customer terminates this Agreement pursuant to Notice of Cancellation, such funds shall be returned to Customer pursuant to the Notice of Cancellation. License No. CCC1333814. 352-900-5149 (P). 202 Turkey Creek, Alachua, FL 32615.
5. **CHANGES TO THE WORK (CHANGE ORDERS).** Contractor's obligations under this Agreement cannot be changed unless they are changed in writing on a separate Change Order form signed by Customer and Contractor and the insurance company as necessary and applicable ("Change Order"). If there is a discrepancy between documents, the written Change Orders shall take precedence over this Agreement. Payment for the Change Order work is due upon execution of the Change Order. Contractor may, in Contractor's sole discretion, require Customer to provide an additional deposit towards increased costs associated with the Change Order. Customer acknowledges that it shall be personally responsible for any changes which are not included in any applicable insurance settlement. Contractor shall have the right to stop all Work at such time as a change is requested or

required until such time as the Change Order is executed by Customer. Contractor has an absolute right to reject any requested Change Order for any reason.

6. REMEDIES. In the event of Customer's default of this Agreement, interest will accrue on unpaid amounts at the rate of 1.5% per month, or if lower, the highest amount allowed by law. In the event that Contractor incurs costs or attorneys' fees to enforce this Agreement's terms, such amounts will be in addition to any amounts owed by Customer to Contractor. If Contractor does not receive any payments due under this Agreement's terms, Contractor may stop Work without further notice and seek all available remedies. Contractor shall be entitled to all payments due up to the time Work is stopped, and for all losses sustained by the Contractor, including but not limited to, materials, machinery, equipment or tools, overhead, lost profits, soft costs and damages. Contractor will retain title to all machinery and materials if this Agreement is cancelled, this includes a situation in which Customer attempts to improperly terminate the Agreement after any insurance proceeds have been determined but construction has not commenced. Contractor is hereby granted a license to enter the Property to remove such items upon termination of this Agreement. If Work has stopped for any reason, including delays by Customer's insurance company, for more than 30 days, Contractor may terminate this Agreement and recover pursuant to this Agreement. If Customer defaults in any manner under this Agreement, Contractor will have the right to (1) terminate this Agreement, and (2) retain all deposits, fee and progress payments Customer has made, and (3) take legal action to recover from Customer payment for all Work completed, and for all losses sustained by Contractor on all materials, machinery, equipment or tools, overhead, soft costs, profit and damages, and (4) place liens upon the Property for payment of any amounts owed, and (5) foreclose any liens placed on the Property if the amounts due including costs and interest, are not paid in full. Contractor's exercise of any remedy shall not preclude the exercise of the other remedies available to Contractor. The remedies contained in this Agreement may be used concurrently and are in addition to any other remedy which may be available to Contractor at law or equity.

7. TIME DELAYS. Customer agrees that Contractor is not responsible for delays in completion of the Work due to weather, strikes, war, terrorist attacks, shortage or delay in getting materials, shortage or delay in labor or subcontracting, government regulations, court actions or any other cause beyond Contractor's control. If the cost of materials or labor increases during any such delays, Contractor may require that Customer or Customer's insurance company pay such increased costs or

terminate this Agreement after paying Contractor for all Work completed to the date of termination and for all materials which cannot be returned. Customer will not be entitled to any remedy for Contractor's failure to start or complete the Work in any particular time. Customer understands that delays caused by Customer, Customer's lender or Customer's insurance company may cause additional delays on the part of Contractor due to unavailability of labor or subcontractors.

8. **CONCEALED CONDITIONS.** This Agreement and the Price are based solely on the observations of Contractor at the time of entering into this Agreement. If additional concealed conditions are discovered once the Work has commenced, which conditions were not visible at the time of entering into this Agreement, Contractor will identify the unforeseen conditions, and Customer and Contractor will execute a Change Order for any additional work. Customer agrees that if the insurance company does not agree to pay for unexpected or unanticipated extra costs, then Contractor may terminate this Agreement and Contractor shall be entitled to payment for all Work completed through the date of termination. Customer will be responsible for all additional costs and time for work due to concealed conditions. Such conditions may also extend the time for completion of Contractor's Work under this Agreement.

9. **CUSTOMER SITE VISITS.** Due to hazards which may be present on the construction site during construction and the potential to interfere with the Work, Customer is encouraged to enter into the construction area only after first consulting with Contractor. During the time of construction on the Property, conditions will exist that will be hazardous to Customer and Customer's family, friends, and guests. Customer waives all claims against Contractor and agrees to indemnify, defend and hold Contractor harmless for injuries or damages that Customer or any member of Customer's family, friends, or guests may suffer while on or around the Property during construction.

10. **USE OF DUMPSTER.** Customer acknowledges and agrees that Contractor may place a dumpster on the Property for collection of construction waste materials (the "Dumpster"). Customer agrees that Customer and Customer's family, friends, or guests will not place any materials in the Dumpster whatsoever or otherwise interfere with, enter into or move the Dumpster. Customer waives all claims against Contractor (and agrees to indemnify, defend and hold Contractor harmless) for property damage or injuries or other damages that Customer or any number of Customer's family, friends, or guests may suffer as a result of the Dumpster. Should Customer or any member of Customer's family, friends, or guests place any

materials in the Dumpster, Customer agrees that it shall be responsible for any increased costs associated with such actions.

11. **SUBCONTRACTORS.** Contractor may use subcontractors and suppliers to complete the Work. Subcontractors will be chosen by the Contractor only. Customer agrees not to hire any of Contractor's subcontractors or suppliers to do any work or supply any materials, except upon written agreement signed by the Contractor. Customer agrees not to interfere with, discuss with, interrupt or provide instructions to any contractor or subcontractor working on the Property.

12. **PRE-LIEN NOTICE TO OWNER.** ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

13. **LEGAL NOTICES.** Customer acknowledges reviewing the following attached or incorporated legal notices: Contractor Pre-Lien Notice to Owner, Building Performance Guidelines, Urea Formaldehyde Notice, 327A Warranty Addendum, Notice of Right of Rescission (if applicable), a Lead Paint Pamphlet and Addendum (if applicable), Water Intrusion and Mold Growth Notice, Authorization to Correspond and the Notice Regarding Cancellation Rights and the Notice of Cancellation which shall be incorporated herein by reference.

14. **CUSTOMER'S THREE DAY RIGHT TO TERMINATE.** CUSTOMER IS ADVISED THAT FEDERAL AND STATE LAW ALLOWS CUSTOMER TO TERMINATE THIS AGREEMENT FOR ANY REASON WITHIN THREE (3) DAYS AFTER SIGNING IT. CUSTOMER

ACKNOWLEDGES THAT THEY HAVE RECEIVED SUCH NOTICE PURSUANT TO THIS SECTION AND PURSUANT TO THE RIGHT OF RECISSION ATTACHED HERETO.

15. **DISPUTE RESOLUTION.** Except as otherwise provided herein, any claim by Customer or Contractor in any way arising out of this Agreement, any and all other agreements between Customer and Contractor and/or in any way arising out of or relating to the physical condition of the Property shall be settled by binding arbitration in Alachua County, Florida, under the Construction Industry Rules of the American Arbitration Association. Contractor retains the right to file, perfect and start lawsuit to enforce Mechanic's Lien rights. The Parties agree that the court may refer the matter to arbitration, but retain jurisdiction for enforcement of the Mechanic's Lien.

16. **PAYMENT UPON COMPLETION AND RETAINAGE RIGHTS.** Customer shall pay any outstanding amounts withheld from the Price in accordance with this Contract upon notice by Contractor that the work is complete. Should the Customer believe that the Work is not complete, Customer shall communicate and document the belief via email or text within 24 hours of receiving notice from Contractor that the work is complete. Customer shall retain no more than 5% of the Price and must provide Contractor with availability for inspection and walk-through within 3 days of Customer's notice of non-completion.

17. **PUNCH LIST ITEMS.** Contractor shall communicate to Customer if work is complete but for certain minor items that Contractor is addressing with due diligence ("punch list items"). Contractor shall provide a list and expected completion date for any punch list items if such work shall require more than 7 days to complete. Upon Contractor's communication to Customer that work is complete except for identified punch list items, Customer shall pay Contractor all but 5% of the Price from Contractor pending the completion of the identified punch list items. The remaining 5% owed shall be paid within 24 hours of receiving notice that all punch list items are complete. If Customer believes that the punch list items are not all completed, such communication must be made to Contractor within 24 hours and the Contractor must be provided access to inspect the claimed non-completed punch list items within 3 days of Customer's notice to Contractor of said belief.

18. **MISCELLANEOUS.** The invalidity, illegality or unenforceability of any provision, restriction, condition, reservation or any other part of this Agreement, in its entirety or as applied to particular circumstances shall not impair or affect in any manner the validity, legality, enforceability or effect of the remainder of this Agreement.

This Agreement shall not be assigned by Customer, except with Contractor's prior written consent. This Agreement may be amended only by a written instrument signed by both parties. The captions contained in this Agreement are for convenience only. Any number of counterparts of this Agreement may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one Agreement. The electronic signature of any party to this Agreement shall be sufficient for all purposes. CUSTOMER AGREES THAT THIS AGREEMENT IS SUBJECT TO APPROVAL OF A CORPORATE OFFICER OF TRUE FORCE ROOFING LLC., AND UPON REVIEW OF THE DETAILS OF THIS AGREEMENT, INCLUDING THE PRICE, MEASUREMENTS OR ANY OTHER FACTORS, TRUE FORCE ROOFING LLC, MAY DECLINE TO APPROVE THIS AGREEMENT, AND DECLARE THE AGREEMENT NULL AND VOID AT ITS OPTION, AT WHICH TIME ANY DEPOSIT MADE BY CUSTOMER WILL BE PAID IN FULL TO CUSTOMER.

WOOD REPLACEMENT BREAKDOWN UNLESS OTHERWISE NOTED

Below is the price breakdown for any additional wood that is rotten and requires replacement. A change order will be added to the final invoice "IF" additional woodwork is required beyond what was quoted. Prices include installation/labor.

Sheathing - plywood - 1/2" CDX (per sheet) = \$115.00

Sheathing - plywood - 5/8" CDX (per sheet) = \$135.00

Sheathing - plywood - 3/4" CDX (per sheet) = \$160.00

Sheathing - plywood - Radiant Barrier (per sheet) = \$165.00

1" x 2" Stick Wood (per linear foot) = \$4.50

1" x 4" Stick Wood (per linear foot) = \$5.75

1" x 6" Stick Wood (per linear foot) = \$5.50

1" x 8" Stick Wood (per linear foot) = \$6.50

1" x 10" Stick Wood (per linear foot) = \$8.50

1" x 12" Stick Wood (per linear foot) = \$10.50

2" x 4" Stick Wood (per linear foot) = \$5.00

2" x 6" Stick Wood (per linear foot) = \$6.00

2" x 8" Stick Wood (per linear foot) = \$7.00

2" x 10" Stick Wood (per linear foot) = \$9.00

2" x 12" Stick Wood (per linear foot) = \$11.00

Additional charge for cedar lumber upgrade (per linear foot) = \$4.25

Additional charge for pressure treated lumber upgrade (per linear foot) = \$1.50

Additional charge Two Story - Stick Wood (per linear foot) = \$1.00

Additional layer of shingles - remove & disposal (per square) = \$45.00

Additional layer of tar and gravel - remove & disposal (per square) = \$100.00

True Force Roofing is not responsible for priming, painting, or caulking of any of the above cited items that are removed & replaced during the course of your projects construction unless specifically noted above. By signing this agreement, you are agreeing to not withhold final payment for this reason.

Date: February 7, 2023

COUNCIL AGENDA ITEM

TOPIC: DISCUSSION WITH POSSIBLE ACTION: REVIEW OF NEW COMMUNITY ROOM RENTAL AGREEMENT.

**REQUESTED BY: CITY CLERK LATRICIA WRIGHT
PREPARED BY: CITY CLERK LATRICIA WRIGHT**

BACKGROUND / DESCRIPTION: CHANGE CURRENT COMMUNITY ROOM AGREEMENT TO DRAFT OF NEW COMMUNITY ROOM AGREEMENT.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: APPROVE, WITH PRICES FOR RENTAL OF COMMUNITY ROOM.

ATTACHMENTS: COMMUNITY ROOM AGREEMENT

COMMISSION ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**

City of Williston

R. Gerald Hethcoat Community Center

Facilities Use Operations Manual

October 2021



The City of Williston wishes to allow residents and the general public access of the R. Gerald Hethcoat Community Center in conformance with established procedures and policies to ensure proper usage. Any use must be compatible with the established functions and purpose of the facility. **City of Williston sponsored events and programs have a priority status over all events at the facility.**

The R. Gerald Hethcoat Community Center's intent and purpose is to accommodate a broad range of recreational, cultural, and social activities for city residents, as well as to City-operated programs. **Use by other groups will be permitted on a limited basis.**

OVERVIEW: The R. Gerald Hethcoat Community Center will be available for city programming seven (7) days a week. City activities will mostly be scheduled during the daytime hours of 8 A.M. - 4:00 P.M. from Monday through Friday. For this reason, availability of rental space will be limited during the Monday- Friday daytime hours. In setting the rental fees, staff has reviewed the various demands for different events on different days of the week. It is assumed that weekends and holidays will be the major rental event days and the fees have been structured accordingly. Multiple same day rentals on weekends will be made at the discretion of the City Manager, or designee.

Specific rooms will be available for rent during the following times:

- Limited Monday-Friday daytime hours
- Evening hours Monday-Friday
- Saturday and Sunday
- Some holidays

Facility users are classified into groups for the purpose of assessing fees and determining scheduling priorities.

The facility user classifications are as follows:

GROUP PRIORITY	CLASSIFICATION	EXAMPLE USES
GROUP I NO FEE CHARGED	Municipal (i.e., City organized, conducted, and operated programs, meetings and events.)	Meetings, workshops, programs, special events, contracted programs and classes, recognition dinners, official activities of the City.
GROUP II ALL FEES APPLY	Private party, special interest groups and commercial groups (i.e., private educational organizations, resident private parties, special interest clubs, business organizations, nonprofit organizations, etc.)	Family events, private parties, class reunions, club meetings, instructional programs, business organizational functions, church services, wedding receptions, private school functions, fairs, and events.

Definitions:

Resident – An individual making application for facility use who resides within the boundaries of The City of Williston.

Non-resident – An individual, making application for facility use who resides outside of The City of Williston boundaries.

Private Group – Individual or group making application for facility use, which excludes participation by the general public. Any group without official non-profit status.

Commercial Group – Any commercial, business firm, organization or individual making application for facility use, whose primary purpose is a for profit venture. Includes any business operating within The City of Williston limits and any business physically located outside of the city limits.

APPLICATION PROCEDURE**A. Application Process**

All potential users shall complete a City of Williston, R. Gerald Hethcoat Community Center Facility Use Application and Agreement. Applications for use of the Community Center facilities may be submitted by mail, fax, or in person at the Community Center. Applications will be accepted during regular business hours (Monday-Friday, 8:00 A.M. to 4:00 P.M.), or as otherwise designated. An application submittal does not constitute acceptance or approval of use.

Applications will be accepted for specific dates and times. The time requested must include all set up and clean up time. Applications must be submitted at least thirty (30) days in advance of the date requested to allow application processing and final fee payment. Advanced scheduling may be accepted up to 12 months prior to the event date for large night and weekend events.

Applications will be approved for the community room, depending upon group size, type of activity and availability. No activity shall be scheduled for more than the maximum occupancy room capacity.

Applications will be reviewed, and use will be prioritized. Once dates are approved and booked, the Community Center staff will assess fees. The applicant will be notified of an appointment with Center staff to review and confirm the information on the application. A 50% deposit of the room rental fees will be required at the time of the appointment.

The applicant must sign and date the Facility Use Application and Agreement Contract. By signing the Facility Use Agreement Contract, the Applicant agrees to indemnify and hold harmless The City of Williston and agrees that all balances due stated on the Terms and Conditions must be paid 30 days prior to use. Should payment not be received within this time frame, the requested space may be released, and applicant will be responsible for any cancellation fees.

Refusal or Cancellation of Use by City

The City has the right to refuse or cancel any application/permit. The City Manager, or designee, will give written notices of refusal and cancellations with an appropriate explanation. Applications for use may be denied, or permits canceled, for the following reasons including, but not limited to:

1. Unsatisfactory prior use
2. Hazardous and/or unsafe conditions exist (i.e., hurricanes or other natural disasters)
3. Application submitted less than required advanced timeline
4. Nonpayment of fees/deposit before due date
5. Groups that have not given proper cancellation notice
6. Facility or staff not available
7. Insurance or security requirement not met

If the City, due to unforeseen circumstances, makes a cancellation because the facility is unusable or unsafe, a full refund shall be made.

Cancellation of Use by Permittee and Refund Process

A notice of cancellation and request for refund must be received in writing and submitted to the City Manager or designee.

A refund of remaining fees, if applicable, based on procedures listed below will be mailed to the applicant:

- a. When written cancellation notice is received at least 30 days before the use date, a full refund of the room rental fees and additional fees will be processed minus a \$20 cancellation fee.
- b. When written cancellation notice is received less than 30 days prior to the use date, there will be no refund of room rental fees.

No refunds are given for:

- No shows
- Changes in equipment orders two weeks prior to use
- Use ends earlier than time defined in Use Permit
- Less than required notice
- Cleaning/damage deposit if facility is not left clean or damage to property has occurred
- Unsatisfactory use of facility

Confirmation: A signed copy of a Facility Use Application and Agreement Contract by all responsible parties is confirmation of the approved facility use for the requested date. Any final preparation for the program or event is solely the responsibility of the applicant and should not begin until an approved and signed Facility Use Application and Agreement Contract is executed.

Changes to Use Agreement Contract: Changes, deletions, or additions to Use Agreement or room set- up charts require fourteen (14) days advance notice prior to the use date. Otherwise, such requests may not be accommodated.

General Rules and Conditions of Use

The City Manager, or designee, has the authority to implement rules and conditions of use that provide for consistent use of facilities, but are not limited to the rules and conditions.

Groups using the Community Center will observe, obey, and comply with all applicable City, County, State and Federal laws, rules and regulations.

Rental of the R. Gerald Hethcoat Community Center

City of Williston sponsored events have a priority status over all events at the facility. Activities presented for residents are often scheduled in daytime hours Monday-Friday. For that reason, rooms available for rent will be limited during the Monday-Friday daytime hours.

The Center rental option include

Rentals are available on an hourly basis. Minimum rental period is 4 hours unless approved by the City Manager or designee.

Community Room Full	Sq. Ft. 1500	Capacity 88-96
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Hours Available:

Monday – Thursday	8:00 A.M. - 9:00 P.M.
Friday	8:00 A.M. - 11:00 P.M.
Saturday	8:00 A.M. - 11:00 P.M.
Sunday	8:00 A.M. – 8:00 P.M.
Holidays	8:00 A.M. – 11:00 P.M. (New Year's 1:00 A.M.)

The facility may be opened for approved special events on holidays or before and after normal operating hours. These approved hours of operation are subject to staff availability and payment of all associated fees for use.

NOTE: Hours of operation are subject to change by authorization of the City Manager, or designee. If the renter exceeds the scheduled time the hourly rate will be doubled.

B. Closure Dates

Rental facilities are subject to closure by authorization of the City Manager, or designee. The R. Gerald Hethcoat Community Center will be closed on Martin Luther King Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day.

C. Cleaning/Damage Deposit Procedure

A refundable cleaning/damage deposit of \$300 shall be required to reserve facilities for events, in order to ensure proper clean-up and to cover repair/maintenance/replacement costs from breakage, loss, or damage. The deposit will be returned if proper general clean-up is completed, and the facility is left in satisfactory condition.

When left in unsatisfactory condition, the applicant shall be liable for the full cost of materials, labor, replacement, repairs, or damages (over and above the deposited funds) regardless of the amount. Any deposit amount remaining after satisfactory cleaning and any damage repairs are complete, shall be refunded within six (6) weeks. Staff will determine the appropriate level of payment required based on the nature of the cleaning, or damage. Staff will conduct a pre-event and post-event site inspection, and staff's decision will be final.

D. Smoking

No smoking or vaping is permitted inside the facility. Smoking or vaping is permitted in a designated area outside the building, adjacent to the parking lot. The safety and health of non-smokers shall be considered in all cases and use of the designated smoking area shall be stressed by all concerned. Safe disposal of all smoking materials in the designated area is mandatory.

E. Food Service

Users may provide their own food and non-alcoholic beverages or utilize a professional caterer. If an event involves 50 or more people, a licensed caterer is required. Rentals with fewer than 50 attendees are exempt from using a licensed caterer. Renter must notify the caterer of the following regulations:

- No food preparation may take place on-site. The kitchen is to be used as a warming kitchen and is intended for catering and reheating only and may not be used for the preparation of food. Kitchen includes: a refrigerator with freezer, microwave, coffee pot, dishwasher, and counter top space.
- All food product and waste must be removed off-site following the termination of the Rental Term.
- Specific room set-up instructions and staging requirements must be provided to the City two (2) weeks prior to the Event.
- A decoration and installation plan must be approved by the City two (2) weeks prior to the Event.
- All beverages served or consumed on the exterior premises must be from non-glass containers.

- All server ware, dishes, utensils and table linens are to be provided by the caterer or renter and must be removed.
- All caterers must provide a copy of a valid caterer license and proof of insurance at least two weeks prior to the Rental Term,

It is the responsibility of the renter to make all arrangements with the food provider of their choice. The relationship will be between the renter and the food provider, not The City of Williston.

No items can be stored in the kitchen prior to or after the event. The City of Williston is not responsible for any items left in the building at the conclusion of the rental.

Clean-Up

The City's cleaning staff will make sure the facility is cleaned following your event. No renter will be allowed to tear down tables or chairs following their event. This is to be done by the city staff and is included in the rental fee. This fee cannot be waived. While the City's cleaning staff does the cleaning, the renter is still responsible for the following:

Cleaning of Rented Rooms

- Remove all decorations and personal items from the facility.
- Place all garbage into the garbage cans.
- All liquids should be poured down the drain and not placed in garbage cans.
- Removal of all personal property, displays and other similar items without damage to the facility
- All balloons must be deflated, and decorations are to be removed

Cleaning of Kitchen

- Empty all garbage containers into the outside dumpster.
- Wipe off all counter tops. (Dish cloths are available in the kitchen)
- Completely drain the water from the dishwasher after use and turn the unit off.
- Do not put plastic straws, non-food items, or bones in the sink.
- Empty coffee maker & clean by running a full cycle on each side through without coffee grounds and completely drain.
- Put all items back in their respective areas.
- Do not remove towels from kitchen areas – hang over sink to dry.
- Do not use dish towels for spills and cleaning purposes.
- Do not remove any item that belongs to the City.
- Bring your own containers to take leftovers and cake tops home.

Failure to following these cleaning guidelines may result in a withholding from your damage deposit.

NOTE: All dishes, glassware, silverware, and linens are to be provided by the caterer or applicant.

F. Non-Catered Events for 50 People or Less

The rental party may bring in and serve simple or prepared food items. The following are examples of simple or prepared food items: continental breakfast, boxed lunches, sandwiches, pizza, party trays, etc. Only Sterno type heating elements are permitted (i.e., chafing dishes). The renter is responsible for all set-up, serving, and clean-up, all of which must occur during the rental period. Staff must be informed no less than ten 10 days prior to the rental period if you plan to serve any non-catered food.

G. Alcohol Use and Consumption at Center

- **Alcohol is NOT APPROVED FOR THIS RENTAL**

H. Available Equipment

The following is a list of equipment included with your rental at The City of Williston Community Center. Please submit your Floor Plan to Staff no less than fourteen (14) days prior to your event date. Check availability of the following equipment with Center Staff. Please contact an outside vendor for any other equipment your event requires. This is the proposed list of equipment. Some items may be subject to change. Likewise, some items may be added/deleted.

- Stacking Banquet Chairs for Indoor Use (96)
- 6 ft. Rectangular Tables (4)
- 60-inch Round Tables (9)
- Podiums (1)

A/V Equipment: The Center has its own WIFI. No audiovisual equipment is available for rent. Applicant is responsible for supplying all A/V equipment. Access will be provided to the sound system via input connections located in various areas of the building.

Renter is responsible for all cords and accessories. The Center does not provide laptops, laptop cords, VGA cords, extension cords, etc.

I. Animals

Animals are not permitted in the Community Center unless they are service animals used in aiding an individual; or when approved by the City Manager for a supervised event/presentation/demonstration under the care of a professional animal handler/trainer.

J. Advertising of Event Facility Use

Event/meeting/program advertising materials used at the Community Center (flyers, posters, banners, etc.) shall be submitted to the Recreation Director for approval; posting and display will be as space permits and deemed appropriate by the Recreation Director. Any items posted or distributed which have not been approved, will be removed and discarded.

K. General Solicitation, Selling, Advertising at Community Center

No individual, or group, shall set up or maintain any exhibit, show, pantomime, act, concert, lecture, oration or similar activity on Community Center property without a permit and approval by the City Manager, or designee.

No individual, or group, shall solicit donations or vend, offer for sale, or dispose of any goods or merchandise or similar activities on Community Center property unless authorized to do so by the City Manager, or designee.

No individual, or group, shall distribute, circulate, give away or deposit any fliers, circulars, pamphlets, buttons, and advertisements or similar materials on Community Center property unless authorized by the City Manager, or designee.

No individual or group shall install, place, or hold any banner or signage or similar device on Community Center property without approval and designated location by the City Manager or designee.

Notwithstanding the above, any political speech activities, or political advertising shall be subject to City Ordinance rules and regulations.

L. Multiple Use

The City reserves the right to limit the use of City facilities and number of uses by any one group so that the entire community may make use of the limited space available.

Multiple and/or repeat reservations of any given group will be contingent upon their appropriate care of the facility and observance of approved rules and regulations.

Other than as provided, the use of the facility by any organized group or association for operations or activities shall be subject to availability and specific terms and conditions as designated by the City. Due to limited space availability and various community needs, organized groups or association's operations or activities on a long-term basis (more than 3 months) shall be prohibited unless authorized by the City Manager or designee.

Should a resident group require facility space during the same time as a nonresident group, the non- resident group's facility use permit may be canceled with a 30-day notice by the City Manager, or designee.

M. Minors/Supervision of Children

Groups composed of minors shall be supervised by one adult (25 years of age or older) per each group of 15 juveniles at all times while using the Community Center. The adult who will be responsible for the activity must make the application for use of the facility and be present during the activities. Minors are defined as those under the age of 18, except in the case where alcohol is served, when minors are defined as those under the age of 21. Parent, or designated adult, must supervise children under the age of 12, at all times while visiting the Community Center unless they are under the direct supervision of a class instructor or program leader.

N. Security Service Requirements

Any extra law enforcement personnel needed as a result of this event will be charged to the applicant and full recovery cost will be initiated. The need for additional staffing shall be at the sole discretion of the City Manager and the Department of Public Safety based on calls for service.

Zero Tolerance Rule: Any use of drugs, weapons, or any fighting, or use of profane language or gambling (except approved Bingo) are prohibited and will not be tolerated. If such occurs, it will result in immediate shut down of activity rental of an applicant/user group.

O. Damage Responsibility

The City is not responsible for damage or theft to any equipment and supplies for facility user groups.

P. Storage

Due to limited space, there shall be no overnight storage of equipment and supplies for facility user groups.

Q. Decorations and Signage

All decorations and signage are the responsibility of facility user groups. Staff reserves the right to request the removal of any decorations that may be considered a fire hazard, or which may damage equipment or the facility. The City Manager or designee has final approval of all interior and exterior decorations and signage of facility users. The design and location shall be presented to the Recreation Director as part of the proposed facility rental application.

- **Exterior Political Signs:** Per City ordinance, political signs are not allowed to be displayed on City owned property or in the right-of-way. Political signs may be displayed during a permitted event inside the Community Center.

Decorating Guidelines

1. All decorating is to be done by patron or hired service.
2. Decorations may consist of balloon bouquets, floral arrangements, freestanding arches or tabletop displays.
3. Decorations or signs are not to be tacked, screwed, stapled or nailed to any non-tackable walls, windows, ceilings, or fixtures. Only blue painter's tape is allowed for posting or adhering items to non-tackable walls.
4. Birdseed, confetti, glitter, straw, hay, rice, sand, and silly string are prohibited inside and outside the building.
5. Clean up of decorations, including retrieving loose balloons from banquet room and meeting room ceilings, must be done by permittee following the event during allotted rental time stated on permit. Any time that exceeds the regularly schedule contract time will be charged to the permittee, including staff overtime charges and hourly room rental fee.
6. At no time shall fire exits be covered or obstructed.

7. Balloons must be secured and weighted when utilized in the banquet room.
8. Open flame is only allowed in a safe container. Placement and type to be approved by the Event Coordinator. No eternity candles or incense is allowed.
9. Fog and smoke machines are not allowed.

R. Youth Oriented Activities (Age 18 or under)

All user groups with a youth-oriented event (an event held in honor of a youth) must meet the following requirements:

Event must have one (1) adult chaperon at least 25 years of age per 15 youth guests. These requirements will be imposed at the discretion of the City Manager or designee based on the nature of the activity/event.

S. Noise Control

All user groups are responsible for controlling noise that is disturbing to other activities in the building or the surrounding neighborhood. The City's noise Ordinance (Sec. 24-34 24-60) - must be followed at all times.

- No DJ, bands, recorded music, amplifiers, or speakers are allowed outside the Community Center.
- Center staff has the right to require groups to reduce their sound/noise level of music or P.A. systems. Doors are to remain closed when loud music is being played. Groups that do not comply with this request will have activity shut down and may forfeit any future use of facility.

T. City Right to Enter

Designated staff and City officials shall have the right to enter all portions of the Center at all times and occupancies.

FEES

Rental Space	Capacity	Monday - Thursday	Friday	Saturday	Sunday	Holiday
Community Center	88-96	\$250 per day	\$250 per day	\$250 per day	\$250 per day	\$250 per day

There are no reductions in fees for employees or non-profit organizations.

NOTE: Minimum four (4) hour rental unless approved by the City Manager or Designee.

DEPOSITS: • Damage - \$500 • Kitchen - \$100

OTHER FEES: • Cleaning Fee - \$300

INSURANCE FEE (Rider to City Policy if selected:) • Liability

FAQ's

What is the process for reserving the R. Gerald Hethcoat Community Center?

Answer: All rentals are first come, first served. Complete the Application for Use and submit to the Center. Determination will be made re availability and an appointment will be arranged to complete the process.

Can I have a DJ or band in The R. Gerald Hethcoat Center for my reception or event?

Answer: Yes. However, The City of Williston has a standing noise ordinance. This noise ordinance is complaint driven and the rental party may be asked to turn down, or turn off, any music not meeting the City's requirements. Please inform your chosen DJ/Band of the City's strict noise ordinance which can be provided. No DJ, bands, recorded music, amplifiers or speakers are allowed outside the Community Center.

How may I decorate the R. Gerald Hethcoat Community Center?

Answer: Decorations are permitted as stated in the Facilities Use Operations Manual and must be approved by the Community Center management. Decorations are permitted only in the space you have rented. It is the responsibility of the renter to remove ALL decorations immediately after the event.

The Community Center does not have storage facilities for the decorations prior to, or following, your event. Tape, tacks, nails, staples, etc. are not permitted to attach your decorations. Glitter and other confetti-like decorations are also prohibited.

Can I have candles at The R. Gerald Hethcoat Community Center?

Answer: Open flame is only allowed in a safe container. Placement and type to be approved by the Community Center. No eternity candles or incense is allowed.

Can I choose my own vendors at The R. Gerald Hethcoat Community Center?

Answer: You may choose your own caterer. You may choose your own DJ, florist, and other vendors. You must make prior arrangements with staff for deliveries.

Can I serve my own food at my event?

Answer: Yes, for groups of less than 50. If a group of 50 or more, the use of a caterer is mandatory. For non-catered events, the rental party may bring in and serve simple or prepared food items. Examples would be continental breakfast, boxed lunches, party trays, etc. No heating elements (hot plates) are permitted, with the exception of Sterno for chafing dishes. Renter is responsible for all set-up, serving and clean-up, all of which must occur during the rental period. Additional \$100 will be charged for kitchen use.

How late can I stay at the R. Gerald Hethcoat Community Center?

Answer: Wedding planners and caterers may have additional pre-arranged time to setup or cleanup prior to or following your event. However, your event must end and all guests and renters (along with their personal belongings and decor) must vacate the premises by the end of your rental period.

What if we're having a great time and stay later than our rental period?

Answer: The standard hourly rental rate will be doubled and charged for any time you are in the building past your rental period (no discounts will apply).

**ATTACHMENT
CITY OF WILLISTON**

50 NW Main St.

Williston, Florida 32696

APPLICATION FOR USE OF CITY FACILITIES

R. GERALD HETHCOAT COMMUNITY CENTER

Applicant or Organization:

Date of Application:

Name of Person in Charge:

Mailing Address:

Phone Number:

Cell Number:

E-Mail:

FACILITIES REQUESTED (CHECK APPROPRIATE BOX)

Community Room:

☐ Full

Requested Date for Rental:

Hours:

From:

To:

What is the nature or purpose of your meeting/event?

Type of Entertainment:

Number of People Expected:

Will Caterer Be Used?

PAYMENT OF FEES shall be determined by the latest established resolution. Damage Security Deposit, and rental fee will be calculated on the contract commitment. Once availability is determined, the Community Center Liaison will contact you with an appointment time for a conference as soon as possible.

Applicant Signature: _____ Date: _____

FOR CITY USE ONLY

Date Available: _____

Room(s) Requested: _____

Application Accepted By: _____

Conference Date with Applicant: _____

Deposit Refund (Date): By: _____

ATTACHMENT
CITY OF WILLISTON
50 NW MAIN ST.
WILLISTON, FL 32696
R. GERALD HETHCOAT COMMUNITY CENTER

HOLD HARMLESS AGREEMENT
(Use of the R. Gerald Hethcoat Community Center)

(Group/Organization/Person's Name)

Does hereby covenant and agree to defend, indemnify and hold harmless the City of Williston from and against any and all liability, loss, damages, claims or actions (including costs and attorney's fees) for bodily injury and/or property damage to the extent permissible by law, arising out of or in connection with actual or proposed uses of the City of Williston R. Gerald Hethcoat Community Center property, facilities and/or services by:

(Group/Organization/Person's Name)

And/or activities, events, affairs, or proceedings of

(Group/Organization/Person's Name)

(Signature of Authorized Representative of Group/Organization)

Date

CITY OF WILLISTON
R. GERALD HETHCOAT COMMUNITY CENTER
TERMS AND CONDITIONS

Use of the R. Gerald Hethcoat Community Center on:

Date:

Hours:

From:

To:

is conditioned upon Applicant's compliance with the following terms and conditions:

1. Fee. Applicant shall pay a use fee to the City in accordance with the following rates

Check appropriate box(es)

a. Community Room	Per Hour For	Hours	Total
b. Kitchen	Per Hour For	Hours	Total

2. Cleaning/Security Deposit

- a. Applicant shall post a cleaning and security deposit with the City. The cleaning/security deposit amount shall be in accordance with the following rates:

• Cleaning/Damage Deposit: \$500 per event	Total:
• Kitchen Deposit: \$100 per event	Total:

- b. The cleaning/security deposit will be fully refunded after City inspection of the facility and premises, provided that:
- The facility and premises are clean and orderly.
 - There was no damage to the facility, furniture or furnishings.
 - Applicant and guests, participants, attendees, and invitees fully complied with the conditions of this Agreement.
 - The City Public Safety Department was not required to respond as a result of any incident, complaint, conduct or behavior connected with the event.

If the City finds that any of these four conditions were not satisfied, the City shall retain all or a portion of the deposit, depending upon the extent of costs in the City and/or extent and nature of the violation.

3. Payment Deadline. The fee and cleaning/security deposit shall be paid at least 30 days prior to the date of the event. If the fee and deposit are not timely paid, then this Agreement shall be of no force and effect, and the City may allow the facility to be used by another user

4. Limits on Use. Applicant shall use the facility solely for the event or activity described in this Application. Applicant shall provide access to the facility for inspection by authorized City employees at any time.

5. Capacity Limits. The number of persons using the facility shall not exceed the limit stated in the application or the building occupancy limit.

6. Hours of Use Limits. Any indoor music or entertainment shall cease by 11:00 p.m. All events shall be concluded and the facility vacated by the designated time.

7. No Damage. Applicant and its guest, participants, attendees, and invitees shall not damage, deface, destruct, or burn the facility, including all interior and exterior walls, floors, ceilings, fixtures, furniture, and furnishings. If Applicant or a guest, participant, attendee or invites damages, defaces, destructs, or harms the facility or furnishings, then Applicant shall be liable for the costs of the necessary repairs or replacements. Including costs that may be in excess of the cleaning/security deposit. Applicant shall give prompt written notice to City of any damage or destruction to the facility.

8. Nontransferable and Cancellation. The permission granted to use the above-described facility is not transferable or assignable. Filing party may cancel this Agreement by giving the other party written notice of cancellation at least 30 days prior to the event. If the Agreement is timely cancelled, then City will refund the fee and deposit.

9. Indemnification. Applicant shall indemnify, defend, protect, and hold harmless the City and its officers, employees, agents, and volunteers from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs or expenses, including attorneys' fees, arising from or in connection with, or caused by (a) any act, omission or negligence of Applicant or its guests, participants, attendees, invitees, employees, officers, agents, or contractors, or (b) any use of the Community Center facility, or any accident, injury, death or property damage occurring in, on or about facility.

10. Insurance. Applicant at its solo cost and expense shall procure and maintain for the event commercial general liability insurance with limits of at least \$1,000,000 per occurrence and in a form acceptable to the City. The policy shall be endorsed to name the City, and its officers, employees, volunteers, and agents as additional insureds. City's insurance or self-insurance, if any, shall be excess and shall not contribute with Applicant's insurance. At least three days prior to the commencement of the event, the Applicant shall provide in City a certificate of insurance evidencing this coverage, and an endorsement, signed by a person authorized to bind coverage on behalf of the insurer(s), and certifying the additional insured coverage. If the renter cannot comply with the City's insurance requirements, the City can offer special events coverage, City may cancel an event or activity if the Applicant fails to provide proof of adequate Insurance coverage. In case of such cancellation, then the deposit will be refunded but Applicant shall forfeit refund of the fee.

Liability Insurance Rider on City Policy	Yes	No	Fee:
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11. Assumption of Risk. Applicant agrees to use the facility and furnishings and equipment solely at their own risk and Application and all those claiming by, through or

under Applicant hereby release City, to the full extent permitted by law, from all claims of every kind, including loss of life, personal or bodily injury, loss of or damage to the equipment, business, or personal property, arising directly or indirectly out of or from or on account of use of the facility.

For Groups of 50 or More:

For Groups of 50 or Less:

12. Compliance with Laws. Applicant and its participants, guests, attendees, and invitees shall comply with all applicable federal, state, and local laws and regulations, including all permit and license requirements.

13. Remedies. If Applicant fails to comply with any of the terms and conditions of this Agreement, then, in addition to any other remedy, the City may refuse to license any City park or facilities to Applicant in the future.

14. Special Conditions (if any).

FEES FOR RENTAL: NOTE: 50% of fees due upon signature acceptance of this Agreement.

Community Room \$	Per Hour For:	Hours	Total:
Kitchen \$	Per Hour For:	Hours	Total:
Cleaning/Damage Deposit:	\$300 per event		Total:
Kitchen Deposit:	\$100 per event		Total:
Liability Insurance Rider on City Policy	Yes	No	Total:

TOTAL:

50% Deposit:

Balance:

NO ALCOHOL ALLOWED

Application approved subject to payment of fees, posting of security/cleaning deposit, proof of insurance, and compliance with basic terms and conditions and special conditions (if any).

Reviewed/approved:

City Manager or designee, City of Williston

Applicant acceptance:

I/we have read and understand the basic terms and conditions and special conditions described above and rules and regulations contained in the Facility Use Operations Manual, and I/we, on behalf of myself/ourselves and Applicant, agree to abide by and strictly enforce them as a condition of use of the City of Williston, R. Gerald Hethcoat Community Center.

Date:

[Sign here. Name and, if applicable, title]

[Sign here. Name and, if applicable, title]

R. GERALD HETHCOAT COMMUNITY

CENTER INSPECTION CHECKLIST

This checklist will be provided to the Renter for review and signature prior to and after the event. This checklist covers items of possible damage for examination after the event when it will be reviewed with the renter.

Prior to the event and again after the event, the renter and the City representative shall inspect the facility and note any damage that may be visible.

Good Condition:	Prior to Event		After Event	
Windows	Yes	No	Yes	No
Floors	Yes	No	Yes	No
Tables	Yes	No	Yes	No
Chairs	Yes	No	Yes	No
Doors & Locks	Yes	No	Yes	No
Restrooms	Yes	No	Yes	No
Kitchen	Yes	No	Yes	No
Lights & Fans	Yes	No	Yes	No

Initials:

Inventory:	Prior Event		After Event	
8 ft. Tables	Yes	No	Yes	No
6 ft. Tables	Yes	No	Yes	No
Chairs	Yes	No	Yes	No
48-inch Round Tables	Yes	No	Yes	No
60-inch Round Tables	Yes	No	Yes	No

Initials:

Renter's Signature:

City Representative:

OLD COMMUNITY ROOM AGREEMENT.



CITY OF WILLISTON
GUIDELINES FOR COMMUNITY ROOM USAGE

Normal fees:

Community Room Maximum Occupancy: 96

Security Deposit \$500.00

Rental fee \$250.00

(This includes the use of 12 table and 96 chairs)

Chair covers and table clothes available at an additional cost

Organizations and functions will be allowed rental fee waivers (\$25.00 minimum cleaning fee if applicable).

Organizations must not charge a fee for attending (entry fees) and may not sell items to qualify.

Payments may be made in the form of a check or money order made payable to: The City of Williston.

General examples of possible waivers:

Non-profit organizations

Churches (activities only)

Schools

Senior citizen organizations

Other social service organizations

Designated functions by City Council

*Anyone exempted from fees may have activities only; no fundraising events allowed *



CITY OF WILLISTON COMMUNITY ROOM CHECKLIST AND RULES/REGULATIONS

Reservations will be made on a first come, first serve basis. No individual or group shall have precedence over another, however City, County and State functions shall take first priority. The Rental Application and Refundable Deposit are due at the time of reservation to ensure facility.

Rules and regulations:

1. The Renter must retain a copy of this contract on the premises throughout the scheduled event.
2. Renter is responsible for the conduct of participants and spectators of the contracted event.
3. Renter is responsible for any and all damage caused by participants and spectators of said event.
4. The City of Williston is not responsible, and shall not be held liable, for any equipment, displays, articles of value, exhibits, or belongings including items left on the premises which are lost, stolen, destroyed, or damaged.
5. Absolutely no alcoholic beverages (not even those with less than 1% alcohol content), are allowed on the premises nor may any be served.
6. Attach nothing to walls, fixtures, doors, appliances or furniture.
7. No furnishings may be borrowed or removed from the premises. All tables and chairs should be accounted for and put away as found. Any damage or loss of furniture or equipment shall be paid for by the Renter signing the Rental application form.
8. Catered or prepared food may be served. No food may be left in the building. Floors are to be vacuumed and made free of spills, crumbs and markings.
9. The air-conditioning/heat is pre-set. Do not allow anyone to attempt to change it. Do not allow the doors to be propped open causing insects and loss of air/heat.
10. Deposits will be refunded, less the costs of cleanup or any repairs for damage to the facility, or unpaid balances owed to the City. Deposit refunds are issued within two weeks of inspection of building.
11. When done with the building, turn off all lights, close doors/room and promptly return the key to City Hall in our drop box.

Please note: a key may be picked up at City Hall up to 1 day prior to the Scheduled event. Weekend reservations may pick up the key on Friday. Keys should be promptly be returned to City Hall. Keys can be sealed in an envelope and placed in the drop box at City Hall or returned the next business day. You may not set up or go into the building the day before unless you have paid for both days.

No refunds will be issued until the key is returned and building is inspected. The building will be inspected after each use and prepared for the next user. Staff will make notes of any additional cleaning and/or damage to the premises. Additional charges to cover these costs will be deducted from the deposit. Charges in excess of the deposit will be billed to the applicant.

By signing this application I acknowledge that I have read and understand the Rental Agreement Rules and Regulations for Use and agree to abide by all the terms and conditions outlined therein. I agree to indemnify the City and its elected officials, employees and volunteers against, and hold the City and its elected officials employees and volunteers harmless from, all damages, claims, losses, costs and expenses, including attorney fees, which the City or its elected officials, employees or volunteers may sustain, or which may be asserted against City and its elected officials, employees or volunteers arising out of the use or conditions of the facility or as a result of the Renter use of the facility, including without limitation, harm or personal injury to the Renter during the Renter use of the facility.

Renter Signature

Date

**CITY OF WILLISTON
COMMUNITY CENTER USE AGREEMENT**

Today's Date: _____

Organization: _____

Date of Use: _____ Time of Use: _____

Signed: _____ Print: _____

Phone number: _____

OFFICE USE ONLY:

Insurance: _____

Usage Fee: _____

City Manager/Designee

Date

Date: February 7, 2023

COUNCIL AGENDA ITEM

TOPIC: DISCUSSION WITH POSSIBLE ACTION: CITY CLERK ANNUAL EVALUATION REVIEW.

REQUESTED BY: COUNCIL PRESIDENT JONES
PREPARED BY: COUNCIL PRESIDENT JONES

BACKGROUND / DESCRIPTION: CITY CLERK ANNUAL REVIEW

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: REVIEW EVALUATION FOR ANY CHANGES OR DELETIONS.

ATTACHMENTS: CITY CLERK EVALUATION.

COMMISSION ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**



Performance Evaluation City Clerk

PURPOSE

The purpose of the City Clerk performance evaluation and development report is to increase communication between the City Council and the City Clerk concerning the performance of the City Clerk in the accomplishment of his/her assigned duties and responsibilities, and the establishment of specific work-related goals and objectives.

PROCESS

The City Council shall conduct an annual review and evaluation of the City Clerk's work performance. The results of such evaluation shall commend areas of good performance, recognize successful achievements, and point out areas for improvement.

1. Evaluation forms are distributed to all Council members.
2. The City Clerk prepares a memorandum to the Council including his/her self-evaluation in a narrative format to include a list of accomplished projects, pending projects, and goals.
3. Each Council member will review the self-evaluation and complete the performance evaluation form, sign, date and return it to the President of the Council.
4. The Council President tabulates the results of the evaluation forms and summarize the results of the evaluation forms as submitted.
5. A composite evaluation form and the City Clerk's self-evaluation will be distributed to the Council prior to the final evaluation meeting.
6. The Council will meet with the City Clerk in open session to review the evaluation. This can take place at a special meeting or at any regular City Council meeting.

INSTRUCTIONS

Review the City Clerk's work performance for the entire period. Refrain from any possible bias; centralize on assessing performance alone. Evaluate the City Clerk based on quality and excellence to which assigned considering the length of time in the job. Check the number which most accurately reflects the level of performance for the factor appraised using the rating scale described below. If you did not have an opportunity to observe a factor during this evaluation period, please indicate so in the "N/O" column next to the factor.

City Clerk Name: _____

Performance Evaluation

Date: _____

Rating Scale Definitions (1-5)

- | | |
|--------------------------|---|
| Unsatisfactory (1) | The City Clerk's work performance is inadequate and inferior to the quality of performance required for the job. Performance at this level is not recommended for continuance. |
| Improvement needed (2) | The City Clerk's work performance does not consistently meet the quality of excellence required for the position. Serious effort is needed to improve performance. <i>Recommend Performance Improvement Plan.</i> |
| Meets Job Standard (3) | The City Clerk's work performance consistently meets the performance expectations of the job. |
| Exceeds Job Standard (4) | The City Clerk's work performance is consistently above the level of expectations when compared to the quality and excellence expected of the job. |
| Outstanding (5) | The City Clerk's work performance is consistently outstanding when compared to the quality and excellence expected of the job. |

I. PERFORMANCE EVALUATION AND ACHIEVEMENTS

1. City Council Relations	1	2	3	4	5	N/O
A. Follows up on Council actions to ensure timely preparation, indexing, and filing of agreements, resolutions, ordinances and vital records.	_____	_____	_____	_____	_____	_____
B. Reporting to the City Council is timely, clear, concise, and thorough.	_____	_____	_____	_____	_____	_____
C. Attends and records City Council meetings, and prepares necessary documentation for Council to certify.	_____	_____	_____	_____	_____	_____
D. Provides responsible and complex staff support to the City Council and City Personnel.	_____	_____	_____	_____	_____	_____
E. Keeps the City Council informed of current plans and activities, and new developments in technology, legislation, governmental practices, etc.	_____	_____	_____	_____	_____	_____

Comments:

2. Communication	1	2	3	4	5	N/O
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A. Oral communication is clear, concise, and effective.	_____	_____	_____	_____	_____	_____
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B. Written communications are clear, concise, and effective.	_____	_____	_____	_____	_____	_____
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Comments:

3. Public Relations	1	2	3	4	5	N/O
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A. Projects a positive public image.	_____	_____	_____	_____	_____	_____
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B. Is always courteous to the public.	_____	_____	_____	_____	_____	_____
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C. Demonstrates good working relationships with City officials, City Manager, department leaders, and the public.	_____	_____	_____	_____	_____	_____
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Comments:

4. Intergovernmental/Interdepartmental Relations	1	2	3	4	5	N/O
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A. Aid and support City ordinances, charter, & policies.	_____	_____	_____	_____	_____	_____
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B. Demonstrates a full understanding of applicable policies, procedures, and work methods associated with assigned duties.	_____	_____	_____	_____	_____	_____
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C. As Supervisor of Elections, works well and efficiently with County and State Representatives.	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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D. Contributes to good government, and fosters citizenship and accountability through regular participation in local, regional, and state committees and organizations.	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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E. Manage budget for City Clerk Administration	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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Comments:

5. Public Records Management	1	2	3	4	5	N/O
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A. Maintains compliance and retention of all official City records in an organized an accessible manner.	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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B. Assists City officials, City employees, and public requests for retrieval and review of public records.	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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C. Appropriately manage the disposition of records in accordance with public records retention requirements and schedule.	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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D. Initiative for progressive plans on cloud storage for public records.	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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Comments:

6. Responsibilities to Legislative Support	1	2	3	4	5	N/O
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A. Prepares advertising for ordinances, public hearings, elections, etc. in accordance with State Statutes, City Code, and City Charter.	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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B. Administer compliance to the Municipal Code to ensure proper codification and distributes City Code supplements in an efficient manner.

C. Prepares City Council agenda packets timely with complete and appropriate documents.

D. Correspond to Council members requests, concerns, and inquiries promptly. Initiates responses to questions and issues that the Council and/or public poses.

Comments:

7. Constitutional Officer – Supervisor of Elections	1	2	3	4	5	N/O
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A. Maintains compliance and administration of Chapters 97 through 106 of the FL. Statutes.

B. Administer the depository for all corporate contracts, agreements, ordinances, resolutions, and proclamations.

C. Qualify Candidates for Office.

D. Provide Information and Statistics on Voter Registration, Voting, and Elections results.

Comments:

8. Professional Traits	1	2	3	4	5	N/O
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A. Initiative.

B. Judgement.

C. Fairness and Impartiality.

D. Creativity and Innovation

Comments:

II. ACHIEVEMENTS RELATIVE TO OBJECTIVES FOR THIS EVALUATION PERIOD:

III. SUMMARY RATING

Overall Performance Rating - Considering the results obtained against established performance expectations as well as overall job performance, the following rating is provided:

Unsatisfactory _____ Improvement _____ Meets Job _____ Exceeds Job _____ Outstanding _____
Needed Standards Standards

Comments:

IV. FUTURE GOALS AND OBJECTIVES

Specific goals and objectives to be achieved in the next evaluation period: _____

V. PERFORMANCE IMPROVEMENT PLAN * *If recommended*

Specifics on the City Clerk performance issues to be improved before the next evaluation period:

This evaluation has been reviewed and discussed between the City Council and the City Clerk on

Date

City Council Concurrence

Charles Goodman, Mayor

YES/NO

Council President, Debra Jones

YES/NO

Vice-President, Marguerite Robinson

YES/NO

Councilmember, Zach Bullock

YES/NO

Councilmember, Michael Cox

YES/NO

Councilmember, Elihu Ross

YES/NO

City Clerk

Signature

Date

Next Evaluation Date