

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

DATE: TUESDAY, AUGUST 22, 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 Jerry Robinson
Councilmember Michael Cox
Councilmember Zach Bullock
Councilmember Darfeness Hinds

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 – PUBLIC PARTICIPATION

ITEM – 3 – CONSENT AGENDA – (pp 5-7)

- Council minutes from August 8, 2023

ITEM –4 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL
- MAYOR

ITEM – 5 – NEW BUSINESS –

- A. INTRODUCTION OF NEW POLICE OFFICER: POLICE CHIEF MIKE ROLLS.
- B. DISCUSSION AND PRESENTATION: WILLISTON LEAD AND COOPER BRIEFING: PUBLIC WORKS SUPERVISOR DONALD BARBER/DENNIS DAVIS WRIGHT-PIERCE. (pp 8-15)
- C. RESOLUTION 2023-58: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON NW 7TH GATE STATION THREE PROJECT TO REPAIR AND REPLACE INFRASTRUCTURE NEEDED

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- FOR SAFETY AND COMPLIANCE; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. (pp 16-18)
- D. RESOLUTION 2023-59: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE EXTENSION TO THE INTERLOCAL AGREEMENT FOR THE SCHOOL CROSSING GUARDS FOR THE 2023-2024 SCHOOL YEAR; AND PROVIDING FOR AN EFFECTIVE DATE. CITY MANAGER TERRY BOVAIRD. (pp 19-21)
- E. RESOLUTION 2023-60: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE HAZARD MITIGATION GRANT PROGRAM (FEMA-4673-DR-FL) FOR ELECTRICAL DISTRIBUTION SYSTEM UPGRADES TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND DESIGNATING THE CITY COUNCIL PRESIDENT WITH SIGNING AUTHORITY AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 22-24)
- F. RESOLUTION 2023-61: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO EXECUTE CONTRACTS FOR 2023-2024 GROUP HEALTH, LIFE, DENTAL VISION SUPPLEMENTAL, AND 457B PLANS FOR THE CITY OF WILLISTON, AND APPROVING FOR AN EFFECTIVE DATE. HR DIRECTOR KRYSTAL PATTERSON. (pp 25-60)
- G. RESOLUTION 2023-62: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PASSERO ASSOCIATES SUPPLEMENTAL AGREEMENT 23-23R REGARDING THE AIRPORT TERMINAL BUILDING PROJECT; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SAME ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 61-71)
- H. RESOLUTION 2023-63: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE CONTRACT AGREEMENT WITH GRAY CONSTRUCTION FOR THE AIRPORT TERMINAL BUILDING, AS AMENDED BY THE CITY ATTORNEY; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SAME ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 72-87)
- I. RESOLUTION 2023-64: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE BID AMOUNT OF \$60,858.75 FOR THE ISLAND FREIGHT ROOF PROJECT; AUTHORIZING CITY STAFF AND THE CITY ATTORNEY TO NEGOTIATE FINAL EDITS TO THE CONTRACT AGREEMENT; AUTHORIZING APPROPRIATE PARTIES TO SIGN THE CONTRACT AGREEMENT ONCE FINAL LEGAL APPROVAL HAS BEEN GIVEN AND PROVIDING AN EFFECTIVE DATE. AIRPORT SUPERVISOR BENTON STEGALL. (pp 88-108)
- J. RESOLUTION 2023-65: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE AN ORDER FOR A

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- BAREROOT SLASH PINE SEEDLINGS FOR REFORESTATION OF MULTIPLE AREAS AT THE WILLISTON MUNICIPAL AIRPORT AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 109-113)
- K. DISCUSSION WITH POSSIBLE ACTION: FORECLOSED PESSO PROPERTY. CITY PLANNER LAURA JONES. (pp 114-116)
- L. DISCUSSION WITH POSSIBLE ACTION: LIEN REDUCTION REQUEST: CITY PLANNER LAURA JONES. (pp 117-120)
- M. DISCUSSION WITH POSSIBLE ACTION: FOLDS & WALKER INCREASE IN LEGAL SERVICES. CITY MANAGER TERRY BOVAIRD/ATTORNEY KIERSTEN BALLOU.(pp 121-122)
- N. DISCUSSION WITH POSSIBLE ACTION: ALLOW EMPLOYEE CONTRIBUTION GENERAL PENSION TO INCLUDE ALL HOURS WORKED. COUNCIL PRESIDENT DEBRA JONES. (pp 123-124)
- O. RESOLUTION 2023-66: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING HUMAN RESOURCES TO DESIGNATE A FULL-TIME INFORMATION TECHNOLOGY TECHNICIAN FOR COWLINK AND MOVE THE CURRENT SPLIT POSITION BETWEEN NATURAL GAS AND INFORMATION TECHNOLOGY TO FULL TIME IN THE NATURAL GAS DIVISION AND PROVIDE AN EFFECTIVE DATE. IT MANAGER AARON MILLS. (pp 125-127)
- P. RESOLUTION 2023-67: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR STATE OF FLORIDA FISCAL YEAR 2024-2025. CITY PLANNER LAURA JONES. (pp 128-130)

ITEM – 6 – PUBLIC PARTICIPATION

ITEM - 7 - ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING SEPTEMBER 5, 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:

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

+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.

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

DATE: TUESDAY, AUGUST 8, 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 Jerry Robinson
Councilmember Michael Cox
Councilmember Zach Bullock -late
Councilmember Darfeness Hinds

OTHERS:

City Manager Terry Bovaird
Attorney Kiersten Ballou
City Clerk Latricia Wright

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Prayer and Pledge led by Mayor Goodman.

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

Motion to approve agenda by Vice-President Robinson. Seconded by Councilmember Hinds.
Motion carried 4-0.

ITEM – 2 – PUBLIC PARTICIPATION - Resident Sydney Frazier spoke about issues with his bill and retention pond across from his home.

ITEM – 3 – CONSENT AGENDA – Motion to approve Consent Agenda by Vice-President Robinson. Seconded by Councilmember Hinds. Motion carried 4-0.

- Council minutes from July 18, 2023

ITEM –4 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD -GFL 2% fuel cost reduction.
- STAFF - Airport Manager Benton Stegall - AWOS being repaired at airport. Chief Mike Rolls - report on burglaries inside the city limits. HR Director Krystal Patterson - received cost of health insurance for city employees, the cost is 5% less than last year and we will offer two more health plans for the employees to choose from.
- COUNCIL - None
- MAYOR - noted Waste Pro's event at the FLOC conference.

ITEM – 5 – NEW BUSINESS –

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- A. RESOLUTION 2023-54: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE 2023-2024 HOLIDAYS SCHEDULE, AND PROVIDING AN EFFECTIVE DATE. HR DIRECTOR KRYSTAL PATTERSON. - Motion to approve Resolution 2023-54 by Councilmember Cox. Seconded by Vice-President Robinson. Motion carried 4-0.
*(Councilmember Bullock arrived) *
- B. RESOLUTION 2023-55: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON; APPOINTING RON BEASLEY AND RE-APPOINTING COLETTE ROTH, LISA CLARK, AND PAMELA MYHREE TO THE BOARD OF ADJUSTMENTS AND CODE ENFORCEMENT TO SEATS 2, 4, 6 AND 7 RESPECTIVELY, FOR TERMS BEGINNING AUGUST 8, 2023, AND ENDING AUGUST 7, 2026, AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. Motion to approve Resolution 2023-55 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.
- C. RESOLUTION 2023-56: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA; APPOINTING SUSAN KAPR AND RE-APPOINTING ALBERT FULLER TO THE PLANNING AND ZONING COMMISSION TO SEATS 2 AND 3, RESPECTIVELY, FOR TERMS BEGINNING AUGUST 8, 2023, AND ENDING AUGUST 7, 2026; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. Motion to approve Resolution 2023-56 by Councilmember Bullock. Seconded by Councilmember Hinds. Motion carried 5-0.
- D. RESOLUTION 2023-57: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ELECTING TO AWARD THE AIRPORT TERMINAL BUILDING PROJECT TO GRAY CONSTRUCTION SERVICES, INC., CONTINGENT UPON FAA FUNDING AND AUTHORIZE STAFF TO NEGOTIATE A FULL CONTRACT WITH GRAY CONSTRUCTION SERVICES, INC.; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH ACTIONS ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. - correction on page 30, should say "City" not County. Motion to approve Resolution 2023-57 with minor amendments by Councilmember Bullock. Seconded by Councilmember Cox and Vice-President Robinson. Motion carried 5-0.

OPEN PUBLIC HEARING

- E. 2ND READING OF ORDINANCE 2023-714: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTION 40-148 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA, REGARDING THE CITY GAS SYSTEM; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. - Motion to approve 2nd reading of

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

Ordinance 2023-714 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 5-0.

- F. 2ND READING OF ORDINANCE 2023-716: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; REZONING AND AMENDING THE FUTURE LAND USE MAP OF THE CITY OF WILLISTON COMPREHENSIVE PLAN; PURSUANT TO AN APPLICATION BY TROUP, LLC, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 163, FLORIDA STATUTES; CHANGING THE ZONING AND FUTURE LAND USE CLASSIFICATION ON THE FOLLOWING DESCRIBED PROPERTY FROM RESIDENTIAL DUPLEX (R-2) TO COMMERCIAL INTENSIVE (C-2) ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON, FLORIDA; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS; AND PROVIDING AN EFFECTIVE DATE. LAURA JONES CITY PLANNER. Swore in City Planner Laura Jones. Motion to approve 2nd reading of Ordinance 2023-716 by Councilmember Bullock. Seconded by Councilmember Hinds. Motion carried 5-0.
- G. 2ND READING OF ORDINANCE 2023-717: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AND AMENDING THE FUTURE LAND USE MAP OF THE CITY OF WILLISTON COMPREHENSIVE PLAN; PURSUANT TO AN APPLICATION BY HARTLEY MORA M-TEE, MORA M HARTLEY REVOCABLE TR, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN CHAPTER 163, FLORIDA STATUTES; CHANGING THE ZONING AND FUTURE LAND USE CLASSIFICATION ON THE FOLLOWING DESCRIBED PROPERTY FROM RESIDENTIAL DUPLEX (R-2) TO COMMERCIAL INTENSIVE (C-2) ON CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF WILLISTON, FLORIDA; PROVIDING SEVERABILITY; PROVIDING FOR INCORPORATION ON CITY MAPS; AND PROVIDING AN EFFECTIVE DATE. LAURA JONES, CITY PLANNER. - Swore in City Planner Laura Jones. Motion to approve 2nd reading of Ordinance 2023-717 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.

CLOSE PUBLIC HEARING

ITEM – 6 – PUBLIC PARTICIPATION - Resident Mr. Sydney Frazier- discussed Semi-trucks on NE 10th Street. Mr. Ron Beasley recognized Alex Rodreguiz for the great job he's doing for the city.

ITEM - 7 - ANNOUNCEMENTS - Budget Workshop August 15, 2023.

ITEM – 8 – ADJOURNMENT - Motion to adjourn at 7:01 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.

August 22, 2023

CITY COUNCIL AGENDA ITEM

ITEM OF DISCUSSION AND PRESENTATION

TOPIC: Williston Lead and Copper Briefing

REQUESTED BY: Donald Barber, Public Works / Dennis Davis, Wright-Pierce

BACKGROUND / DESCRIPTION:

The City of Williston like many other municipal service providers have older water service lines in the ground. This year at the Florida Rural Water Association conference, one of the sessions covered Lead Service Lines, (LSL). Dennis Davis with Wright-Pierce will provide a presentation to the Council on the EPA standards and compliance that are on the near horizon.

LEGAL REVIEW: None

FISCAL IMPACTS: NO

RECOMMENDED ACTION: Possible consensus for action

ATTACHMENTS: None

ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**

Williston Lead and Copper Briefing

Dennis Davis, PE, Assoc. DBIA

August 2023

WRIGHT-PIERCE 
Engineering a Better Environment



Lead and Copper Rule Update

- **For over 30 years, the Florida Department of Environmental Protection (FDEP) has regulated and monitored the amount of lead and copper in the public water supply**
- **In collaboration with FDEP, the City of Williston has worked diligently to comply with this important rule, which protects the public health of our residents and visitors**
- **Over time, the following sources of lead have been identified in utilities throughout the United States:**
 - **Lead service lines**
 - **Copper pipes with lead solder**
 - **Solder pre-1986 contains high lead levels**
 - **Faucets, which may contain lead**
 - **Galvanized pipes**
 - **Lead particles can attach to the surface and enter drinking water over time**
 - **Lead goosenecks and pigtails**

Lead and Copper Rule Revisions

- **Effective December 2021**
- **Utilities' first actions begin October 16, 2024**
- **New rule requirements/clarifications**
- **Service line inventories**
- **Public notification of service line inventories**
- **Lead service line replacements**
- **Public education delivered to consumers with lead or galvanized lines requiring replacement**
- **Establish lead trigger levels below action levels, which could affect the treatment approach**
- **Lead testing in schools**

Recommended Compliance Steps

- Research all records to identify all lines installed after July 16th, 1986, when the federal lead ban was implemented
- Secure records for services installed pre-1986 that describe distributed materials on each side of the customer's meter
 - All data will be incorporated into a spreadsheet and submitted to FDEP
- Once all records are submitted, a two-point inspection, likely in the meter box, will be required to determine materials entering and leaving the meter
- Pictures and records required for verification
- Soft digging or vacuum may be necessary
- For the October 16th, 2024, inventory, post-1986 installation data will likely be acceptable to FDEP
- Eventually, total utility inventory will be required; however, any lines classified as unknown or unverified can be considered lead lines, requiring customer notification and installation of individual filters or other treatment devices

Slide 4

JB0 Are you okay with the use of "all" in bullets 2 - 3? Just checking per protocol.

Jeneca Broom, 2023-08-14T13:16:08.434

JB1 Okay with use of "any" here?

Jeneca Broom, 2023-08-14T13:17:49.835

Contact Information



Dennis Davis, PE, Assoc. DBIA

dennis.davis@wright-pierce.com

407.710.9259

THANK YOU

August 22, 2023

CITY COUNCIL AGENDA ITEM

RESOLUTION 2023-58: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON NW 7TH GATE STATION THREE PROJECT TO REPAIR AND REPLACE INFRASTRUCTURE NEEDED FOR SAFETY AND COMPLIANCE; AND PROVIDING AN EFFECTIVE DATE.

TOPIC: Resolution 2023-58 / NW 7th Gate Station Repair and Maintenance

REQUESTED BY: Donald Barber, Public Works Supervisor

BACKGROUND / DESCRIPTION:

The City of Williston has three operating natural gas Gate Stations. The NW 7th Street station, or (station 3), is identified the oldest Florida Gas Transmission Injection site. The Station is experiencing some current operation issues including overage reports. With the supplement of ARPA funding, staff recommends the City of Williston accept this proposal from Devtech Sales Inc. ,(who is sole source), and move forward on these repairs. Staff is asking for ARPA funds not to exceed twenty-one thousand dollars.

LEGAL REVIEW: None

FISCAL IMPACTS: YES / ARPA funding / Sole Source

RECOMMENDED ACTION: Staff recommends Approval.

ATTACHMENTS: Resolution 2023-58 / Devtech Sales Quote

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2023- 58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON NW 7TH GATE STATION THREE PROJECT TO REPAIR AND REPLACE INFRASTRUCTURE NEEDED FOR SAFETY AND COMPLIANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the NW 7th Street Natural Gas Gate Station number three is in need of maintenance and repair; and

WHEREAS the City has determined that it is necessary to use funds to allow Devtech Sales inc. to repair and replace critical natural gas infrastructure; and

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

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

SECTION 2. The City Council hereby authorizes the funds for repair utilizing ARPA funding.

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

PASSED AND ADOPTED at a meeting of the City Council this 22nd day of August 2023.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Kirsten Ballou, City Attorney



Devtech Sales, Inc.
118 South Lake Avenue
Avon Park, FL 33825-3902
www.devtechsales.com

local 863.453.5959
800.366.9041
fax 863.453.0492
team@devtechsales.com

To: Mr. Donald Barber
City of Williston
50 NW Main Street
Williston, FL 32696
donald.barber@willistonfl.org

We are pleased to quote the following:

Quote # SB-081523-02A

Date 8/15/23

Terms Net 30 Days

Prices FOB Factory

Delivery TBD

Phone # _____

Mobile # (352) 529-7418

Reference # Main Street Station

Item	Quantity	Description	Unit Price	Total
A	1	<u>City of Williston Main Street Station</u> Steel Blue Fabrication 4" ANSI 150 meter station, to include: <ul style="list-style-type: none"> * 4" Sch40 piping * All fittings, gaskets, hardware and fabrication * (4) Balon 4" ANSI 150 Ball Valves, FP, RF flanged * (1) Balon 1/4" SS Ball Valve * (1) FilterFab 4" ANSI 150 Filter, F4-285F * (1) Honeywell RABO 14M 4" rotary meter with ID drive & SS thermowell * (1) Honeywell EC 350 corrector, temp & pressure compensated * (6) Pipe Adjustable Supports * Premium Carboline Paint system * Pressure test at 150 PSI for 2 hours * Data Book Optional:	\$19,200.00	\$19,200.00
B	1	Labor to dissassemble and reassemble station, relocate and install odorant line, terminate wiring to NJEX N300 Controller and Honeywell EC 350 Corrector and set programming parameters Note: City must install the electric conduit from the NJEX N300 Controller to the Corrector and install 4 pair commication wire Devtech Sales, Inc. will perform the invoicing	\$4,500.00	\$4,500.00

Quoted By Steve Baltzley (Steve Baltzley) / Accepted By: _____

Date: August 22, 2023

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2023-59: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPROVING THE EXTENSION TO THE INTERLOCAL AGREEMENT FOR THE SCHOOL CROSSING GUARDS FOR THE 2023-2024 SCHOOL YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.

**REQUESTED BY: CITY MANAGER TERRY BOVAIRD
PREPARED BY: CITY CLERK LATRICIA WRIGHT**

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

Attached you will find the Amendment approved by the School Board on June 27, 2023, for your review and approval. Basically, this Amendment states that minimum wages will be paid by the School Board to the City for a school crossing guard for each day of student attendance.

LEGAL REVIEW:

FISCAL IMPACTS: None

RECOMMENDED ACTION: Approve

ATTACHMENTS: Amendment

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

CITY COUNCIL RESOLUTION NO. 2023-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPROVING EXTENSION TO THE INTERLOCAL AGREEMENT FOR THE SCHOOL CROSSING GUARDS FOR THE 2023-2024 SCHOOL YEAR; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. This Resolution hereby serves to approve the Extension to the Interlocal Agreement for School Crossing Guards for the 2023-2024 School Year.

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

PASSED AND ADOPTED at a meeting of the City Council this 22nd day of August 2023.

CITY OF WILLISTON, FLORIDA

By: _____

Debra Jones, President

ATTEST:

By: _____

Latricia Wright, City Clerk

**APPROVED AS TO FORM AND
LEGALITY:**

By: _____

Kiersten Ballou, Attorney

**AMENDMENT TO AND EXTENSION OF INTERLOCAL AGREEMENT
CROSSING GUARD**

BOARD APPROVED

COME NOW, the **School Board of Levy County**, hereinafter called **Board**, and **City of Williston**, hereinafter called **Local Government**, and do stipulate and agree that the Agreement entered into by and between the Parties for the 1997-98 school year, be extended for the full term of one year, beginning July 1, 2023 through June 30, 2024, under the same terms and conditions of the Agreement as amended for the 2006-07 school year, and with the following amendment to 1 of said agreement (to reflect the increase in minimum wage) :

Although not required by law, the Board will pay to the Local Government the sum of the minimum wage per hour worked per school crossing guard for each day of student attendance at the designated school / area.

The **City of Williston** will ensure that Crossing Guards and Crossing Guards Substitutes are available, fingerprinted and have clean background checks for all assigned Crossing Guard services.

It is agreed that this extension is brought pursuant to the terms of the original Agreement and that all other terms of the original Agreement shall remain in full force and effect for the entire term of this Extension of Interlocal Agreement.

IN WITNESS WHEREOF, the Parties have executed this instrument the date(s) herein below indicated.

**Signed, Sealed, and Delivered
in the presence of:**

Angela Hogan
Witness

SCHOOL BOARD OF LEVY COUNTY

Doug S. B. [Signature]
Superintendent/Designee

6/27/23
Date

City of Williston

**Signed, Sealed, and Delivered
in the Presence of:**

Witness

Title

Date

CITY COUNCIL AGENDA ITEM

TOPIC: Resolution 2023-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE HAZARD MITIGATION GRANT PROGRAM (FEMA-4673-DR-FL) FOR ELECTRICAL DISTRIBUTION SYSTEM UPGRADES TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND DESIGNATING THE CITY COUNCIL PRESIDENT WITH SIGNING AUTHORITY AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND / DESCRIPTION:

The City of Williston, Florida is considering applying for the FEMA-4673-DR-FL Grant for Electrical Distribution System Upgrades.

LEGAL REVIEW: NA

FISCAL IMPACTS: \$225,000 Project Cost with \$168,750 Grant possibility and a 25% match of \$56,250.

RECOMMENDED ACTION: Approve Resolution 2023-60

ATTACHMENTS: Resolution 2023-60

ACTION:

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

CITY COUNCIL RESOLUTION NO. 2023-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE HAZARD MITIGATION GRANT PROGRAM (FEMA-4673-DR-FL) FOR ELECTRICAL DISTRIBUTION SYSTEM UPGRADES TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND DESIGNATING THE CITY COUNCIL PRESIDENT WITH SIGNING AUTHORITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston desires to submit an application for the FEMA-4673-DR-FL Grant for Electrical Distribution System Upgrades for storm hardening.

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

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

Section 2. That the City of Williston hereby authorizes the filing of an application for a Hazard Mitigation Grant Program.

Section 3. That the Council President of the City of Williston is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on August 29, 2023.

Section 4. This resolution shall become effective immediate upon passage and adoption by the City Council.

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PASSED AND ADOPTED at a meeting of the City Council this 22nd day of August 2023.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, City Council President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Kiersten Ballou, Attorney

Date: August 22, 2023

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2023-61: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO EXECUTE CONTRACTS FOR 2023-2024 GROUP HEALTH, LIFE, DENTAL, VISION, SUPPLEMENTAL, AND 457B PLANS FOR THE CITY OF WILLISTON, AND APPROVING FOR AN EFFECTIVE DATE.

REQUESTED BY: HR DIRECTOR KRYSTAL PATTERSON

PREPARED BY: HR DIRECTOR KRYSTAL PATTERSON

BACKGROUND / DESCRIPTION:

Attached are your 2023-2024 Fund Year renewal rates for Health, Life, Dental, and Vision coverages. The City's Health renewal pricing reflects the Florida Municipal Insurance and Trust (FMIT) pooled claims experience and anticipated decreases in health care costs for the 2023-2024 Fund Year.

The attached rate quotes for medical and prescription drug benefit coverages defines the current rates and the upcoming renewal rates through UnitedHealthcare Choice Plan 3, Choice Plan 14, and Choice Plan 19.

Also, attached are the FMIT Coverage/Plans rates for all premiums including Voluntary Paid Coverage/Plans for Vision and Dental.

There were no changes in the premiums or coverage for Dental or Vision.

Colonial Life is providing coverage under the qualified Gap supplemental plan and there are no changes to the plan, coverages, or rates.

Seacoast Financial Services is the provider for coverage of the 457B Deferred Compensation Plans.

LEGAL REVIEW: No

FISCAL IMPACTS: Yes

RECOMMENDED ACTION: Approve

ATTACHMENTS: Coverage Agreements, Rate Quotes, Amendments, and Resolution.

COMMISSION ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**

RESOLUTION NO. 2023-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO EXECUTE CONTRACTS FOR 2023-2024 GROUP HEALTH, LIFE, DENTAL, VISION, SUPPLEMENTAL, AND 457B PLANS FOR THE CITY OF WILLISTON, AND APPROVING FOR AN EFFECTIVE DATE.

WHEREAS the City of Williston is obligated by policy to provide group insurance to its employees; and

WHEREAS the Williston City Council desires to maintain quality benefits for its employees to support employee retention and foster a positive work environment; and

WHEREAS the Williston City Council wishes to accomplish this goal in a cost-effective manner with Florida Municipal Insurance and Trust (FMIT) providing coverage under select Health, Life, Dental and Vision plans; and Colonial Life-providing coverage under the qualified GAP supplemental; and Seacoast Financial Services providing coverage for the 457B Deferred Compensation Plans.

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

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

SECTION 2. This Resolution hereby authorizes the Council President to sign and execute final contracts related to the approved group health, life, dental, and vision insurance plans along with required deferred compensation plans developed in coordination with the City's Agents of Record, Florida Municipal Insurance and Trust, Colonial Life, and Seacoast Financial Services.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED at a meeting of the City Council this 22nd Day of August 2023.

CITY OF WILLISTON, FLORIDA

By: _____

Debra Jones, President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Keirsten Ballou, Attorney

Florida Municipal Insurance Trust
City of Williston
Rate Quote for Medical and Prescription Drug Benefit Coverage

Current Rates - UnitedHealthcare Choice Plus Plan 3				
10/01/2022 -				
Contract Type	Enrollment	09/30/2023	Monthly Premium	Annual Premium
Single	56	\$873.58	\$48,920.48	\$587,045.76
EE + Spouse	1	\$1,878.18	\$1,878.18	\$22,538.16
EE + Children	2	\$1,616.12	\$3,232.24	\$38,786.88
Family	0	\$2,620.73	\$0.00	\$0.00
Total	59		\$54,030.90	\$648,370.80

Renewal Rates - UnitedHealthcare Choice Plus Plan 3				
10/01/2023 -				
Contract Type	Enrollment	09/30/2024	Monthly Premium	Annual Premium
Single	56	\$829.90	\$46,474.46	\$557,693.47
EE + Spouse	1	\$1,784.27	\$1,784.27	\$21,411.25
EE + Children	2	\$1,535.31	\$3,070.63	\$36,847.54
Family	0	\$2,489.69	\$0.00	\$0.00
Total	59		\$51,329.36	\$615,952.26

Percent Change	-5.00%
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Prescription Drug Copays	
Retail:	\$10/\$35/\$60
Mail Order:	\$25/\$87.50/\$150

Florida Municipal Insurance Trust
City of Williston
Rate Quote for Medical and Prescription Drug Benefit Coverage

Current Rates - UnitedHealthcare Choice Plus Plan 3				
10/01/2022 -				
Contract Type	Enrollment	09/30/2023	Monthly Premium	Annual Premium
Single	56	\$873.58	\$48,920.48	\$587,045.76
EE + Spouse	1	\$1,878.18	\$1,878.18	\$22,538.16
EE + Children	2	\$1,616.12	\$3,232.24	\$38,786.88
Family	0	\$2,620.73	\$0.00	\$0.00
Total	59		\$54,030.90	\$648,370.80

Renewal Rates - UnitedHealthcare Choice Plus Plan 14				
10/01/2023 -				
Contract Type	Enrollment	09/30/2024	Monthly Premium	Annual Premium
Single	56	\$773.99	\$43,343.55	\$520,122.54
EE + Spouse	1	\$1,664.07	\$1,664.07	\$19,968.81
EE + Children	2	\$1,431.88	\$2,863.76	\$34,365.18
Family	0	\$2,321.97	\$0.00	\$0.00
Total	59		\$47,871.38	\$574,456.53

Percent Change	-11.40%
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Prescription Drug Copays	
Retail:	\$10/\$35/\$60
Mail Order:	\$25/\$87.50/\$150

Florida Municipal Insurance Trust
City of Williston
Rate Quote for Medical and Prescription Drug Benefit Coverage

Current Rates - UnitedHealthcare Choice Plan 3				
10/01/2022 -				
Contract Type	Enrollment	09/30/2023	Monthly Premium	Annual Premium
Single	56	\$873.58	\$48,920.48	\$587,045.76
EE + Spouse	1	\$1,878.18	\$1,878.18	\$22,538.16
EE + Children	2	\$1,616.12	\$3,232.24	\$38,786.88
Family	0	\$2,620.73	\$0.00	\$0.00
Total	59		\$54,030.90	\$648,370.80

Renewal Rates - UnitedHealthcare Choice Plan 19				
10/01/2023 -				
Contract Type	Enrollment	09/30/2024	Monthly Premium	Annual Premium
Single	56	\$727.69	\$40,750.76	\$489,009.12
EE + Spouse	1	\$1,564.52	\$1,564.52	\$18,774.29
EE + Children	2	\$1,346.23	\$2,692.46	\$32,309.47
Family	0	\$2,183.07	\$0.00	\$0.00
Total	59		\$45,007.74	\$540,092.88

Percent Change	-16.70%
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Prescription Drug Copays	
Retail:	\$10/\$35/\$60
Mail Order:	\$25/\$87.50/\$150



Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Choice Plus Plan 3

Coverage Period: 10/01/2023 – 09/30/2024

UnitedHealthcare Plan 3

***Per Pay Period**

FULL TIME EMPLOYEE	\$0.00
EMPLOYEE + SPOUSE	\$440.48
EMPLOYEE + CHILDREN	\$325.57
EMPLOYEE + FAMILY	\$766.06

Delta Dental PPO 1500

***Per Pay Period**

FULL TIME EMPLOYEE	\$16.15
EMPLOYEE + SPOUSE	\$32.26
EMPLOYEE + CHILDREN	\$34.29
EMPLOYEE + FAMILY	\$52.83

UnitedHealthcare Vision

***Per Pay Period**

FULL TIME EMPLOYEE	\$3.02
EMPLOYEE + SPOUSE	\$5.58
EMPLOYEE + CHILDREN	\$5.67
EMPLOYEE + FAMILY	\$10.17

***Per Pay Period represents 26 weeks. Therefore, premiums for all benefits, including supplemental benefits, will be deducted every 2 weeks, even if there are 3 pay periods within a month.**



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately.**

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-844-518-8079 or visit welcometouhc.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-866-487-2365 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	<u>Network</u> : \$500 Individual / \$1,000 Family <u>Out-of-Network</u> : \$1,000 Individual / \$2,000 Family Per calendar year.	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. <u>Preventive care</u> and categories with a <u>copay</u> are covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	<u>Network</u> : \$2,500 Individual / \$5,000 Family <u>Out-of-Network</u> : \$5,000 Individual / \$10,000 Family Per calendar year.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	<u>Premiums</u> , <u>balance-billing</u> charges, health care this <u>plan</u> doesn't cover and penalties for failure to obtain <u>preauthorization</u> for services.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See myuhc.com or call 1-844-518-8079 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 <u>copay</u> per visit, <u>deductible</u> does not apply.	30% <u>coinsurance</u>	Virtual visits – No Charge by a Designated Virtual <u>Network Provider</u> , <u>deductible</u> does not apply. If you receive services in addition to office visit, additional <u>copays</u> , <u>deductibles</u> or <u>coinsurance</u> may apply e.g. surgery.
	<u>Specialist</u> visit	\$40 <u>copay</u> per visit, <u>deductible</u> does not apply.	30% <u>coinsurance</u>	If you receive services in addition to office visit, additional <u>copays</u> , <u>deductibles</u> or <u>coinsurance</u> may apply e.g. surgery.
	<u>Preventive care/screening/immunization</u>	No Charge	Not Covered	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for. No coverage out-of- <u>network</u>
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	30% <u>coinsurance</u>	<u>Preauthorization</u> is required <u>out-of-network</u> for certain services or benefit reduces to 50% of <u>allowed amount</u> .
	Imaging (CT/PET scans, MRIs)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> is required <u>out-of-network</u> or benefit reduces to 50% of <u>allowed amount</u> .

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at welcometouhc.com	Tier 1 – Your Lowest Cost Option	Retail: \$10 <u>copay, deductible</u> does not apply. Mail-Order: \$25 <u>copay, deductible</u> does not apply.	Retail: \$10 <u>copay, deductible</u> does not apply.	Provider means pharmacy for purposes of this section. Retail: Up to a 31 day supply. Mail-Order: Up to a 90 day supply You may need to obtain certain drugs, including certain <u>specialty drugs</u> , from a pharmacy designated by us. Certain drugs may have a <u>preauthorization</u> requirement or may result in a higher cost. If you use an <u>out-of-network</u> pharmacy (including a mail order pharmacy), you may be responsible for any amount over the <u>allowed amount</u> . Certain preventive medications (including certain contraceptives) are covered at No Charge. See the website listed for information on drugs covered by your <u>plan</u> . Not all drugs are covered. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. If a dispensed drug has a chemically equivalent drug at a lower tier, the cost difference between drugs in addition to any applicable <u>copay</u> and/or <u>coinsurance</u> may be applied.
	Tier 2 – Your Mid-Range Cost Option	Retail: \$35 <u>copay, deductible</u> does not apply. Mail-Order: \$87.50 <u>copay, deductible</u> does not apply.	Retail: \$35 <u>copay, deductible</u> does not apply.	
	Tier 3 – Your Mid-Range Cost Option	Retail: \$60 <u>copay, deductible</u> does not apply. Mail-Order: \$150 <u>copay, deductible</u> does not apply.	Retail: \$60 <u>copay, deductible</u> does not apply.	
	Tier 4 – Your Highest Cost Option	Not Applicable	Not Applicable	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> is required <u>out-of-network</u> for certain services or benefit reduces to 50% of <u>allowed amount</u> .
	Physician/surgeon fees	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	\$150 <u>copay</u> per visit, <u>deductible</u> does not apply.	\$150 <u>copay</u> per visit, <u>deductible</u> does not apply.	None
	<u>Emergency medical transportation</u>	10% <u>coinsurance</u>	*10% <u>coinsurance</u>	* <u>Network deductible</u> applies
	<u>Urgent care</u>	\$50 <u>copay</u> per visit, <u>deductible</u> does not apply.	30% <u>coinsurance</u>	Virtual visits - \$5 <u>copay</u> per visit by a Designated Virtual <u>Network Provider</u> , <u>deductible</u> does not apply. If you receive services in addition to <u>Urgent care</u> visit, additional <u>copays</u> , <u>deductibles</u> , or <u>coinsurance</u> may apply e.g. surgery.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> is required <u>out-of-network</u> or benefit reduces to 50% of <u>allowed amount</u> .
	Physician/surgeon fees	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$20 <u>copay</u> per visit, <u>deductible</u> does not apply.	30% <u>coinsurance</u>	<u>Network</u> Partial hospitalization/intensive outpatient treatment: 10% <u>coinsurance</u> <u>Preauthorization</u> is required <u>out-of-network</u> for certain services or benefit reduces to 50% of <u>allowed amount</u> . See your policy or <u>plan</u> document for additional information about EAP benefits.
	Inpatient services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> is required <u>out-of-network</u> or benefit reduces to 50% of <u>allowed amount</u> . See your policy or <u>plan</u> document for additional information about EAP benefits.
If you are pregnant	Office visits	No Charge	30% <u>coinsurance</u>	<u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of service a <u>copayment</u> , <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	
	Childbirth/delivery facility services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	Inpatient <u>preauthorization</u> applies <u>out-of-network</u> if stay exceeds 48 hours (C-Section: 96 hours) or benefit reduces to 50% of <u>allowed amount</u> .
If you need help recovering or have other special health needs	<u>Home health care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	Limited to 60 visits per calendar year. <u>Preauthorization</u> is required <u>out-of-network</u> or benefit reduces to 50% of <u>allowed amount</u> .
	<u>Rehabilitation services</u>	\$20 <u>copay</u> per visit, <u>deductible</u> does not apply.	30% <u>coinsurance</u>	Limits per calendar year: Physical, Speech, Occupational, Pulmonary: 20 visits each; Cardiac: 36 visits <u>Preauthorization</u> is required <u>out-of-network</u> for certain services or benefit reduces to 50% of <u>allowed amount</u> .

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	<u>Habilitative services</u>	\$20 <u>copay</u> per visit, <u>deductible</u> does not apply.	30% <u>coinsurance</u>	Services are provided under and limits are combined with <u>Rehabilitation Services</u> above. <u>Preauthorization</u> is required <u>out-of-network</u> for certain services or benefit reduces to 50% of <u>allowed amount</u> .
	<u>Skilled nursing care</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	Limited to 60 days per calendar year (combined with inpatient rehabilitation). <u>Preauthorization</u> is required <u>out-of-network</u> or benefit reduces to 50% of <u>allowed amount</u> .
	<u>Durable medical equipment</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	Covers 1 per type of DME (including repair/replacement) every 3 years. <u>Preauthorization</u> is required <u>out-of-network</u> for DME over \$1,000 or no coverage.
	<u>Hospice services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> is required <u>out-of-network</u> before admission for an Inpatient Stay in a hospice facility or benefit reduces to 50% of <u>allowed amount</u> .
If your child needs dental or eye care	Children's eye exam	\$20 <u>copay</u> per visit, <u>deductible</u> does not apply.	30% <u>coinsurance</u>	One routine vision exam, including refraction, to detect vision impairment. Routine eye exam is limited to 1 every other year.
	Children's glasses	Not Covered	Not Covered	No coverage for Children's glasses.
	Children's dental check-up	Not Covered	Not Covered	No coverage for Children's Dental check-up.

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none"> Acupuncture Bariatric surgery Cosmetic surgery Dental care 	<ul style="list-style-type: none"> Glasses Infertility treatment Long-term care Non-emergency care when travelling outside - the U.S. 	<ul style="list-style-type: none"> Private duty nursing Routine foot care – Except as covered for Diabetes Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"> Chiropractic (Manipulative care) – 20 visits per calendar year 	<ul style="list-style-type: none"> Hearing aids - \$2,500 per calendar year 	<ul style="list-style-type: none"> Routine eye care (adult) - 1 exam per 2 years

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: the Member Service number listed on the back of your ID card or myuhc.com.

Additionally, a consumer assistance program may help you file your appeal. Contact dol.gov/ebsa/healthreform.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-844-518-8079.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-844-518-8079.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-844-518-8079.

Navajo (Dine): Dinekehgo shika at'ohwol ninisingo, kwijigo holne' 1-844-518-8079.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ The plan's overall deductible	\$500	■ The plan's overall deductible	\$500	■ The plan's overall deductible	\$500
■ Specialist copay	\$40	■ Specialist copay	\$40	■ Specialist copay	\$40
■ Hospital (facility) coinsurance	10%	■ Hospital (facility) coinsurance	10%	■ Hospital (facility) coinsurance	10%
■ Other coinsurance	10%	■ Other coinsurance	10%	■ Other coinsurance	10%
This EXAMPLE event includes services like: Specialist office visits (<i>pre-natal care</i>) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services Diagnostic tests (<i>ultrasounds and blood work</i>) Specialist visit (<i>anesthesia</i>)		This EXAMPLE event includes services like: Primary care physician office visits (<i>including disease education</i>) Diagnostic tests (<i>blood work</i>) Prescription drugs Durable medical equipment (<i>glucose meter</i>)		This EXAMPLE event includes services like: Emergency room care (<i>including medical supplies</i>) Diagnostic test (<i>x-ray</i>) Durable medical equipment (<i>crutches</i>) Rehabilitation services (<i>physical therapy</i>)	
Total Example Cost	\$12,700	Total Example Cost	\$5,600	Total Example Cost	\$2,800
In this example, Peg would pay:		In this example, Joe would pay:		In this example, Mia would pay:	
Cost Sharing		Cost Sharing		Cost Sharing	
Deductibles	\$500	Deductibles	\$200	Deductibles	\$500
Copayments	\$30	Copayments	\$1,200	Copayments	\$300
Coinsurance	\$1,000	Coinsurance	\$0	Coinsurance	\$30
What isn't covered		What isn't covered		What isn't covered	
Limits or exclusions	\$60	Limits or exclusions	\$30	Limits or exclusions	\$0
The total Peg would pay is	\$1,590	The total Joe would pay is	\$1,430	The total Mia would pay is	\$830

We do not treat members differently because of sex, age, race, color, disability or national origin.

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to the Civil Rights Coordinator.

Online: [UHC Civil Rights@uhc.com](mailto:UHC_Civil_Rights@uhc.com)

Mail: Civil Rights Coordinator. UnitedHealthcare Civil Rights Grievance. P.O. Box 30608 Salt Lake City, UTAH 84130

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

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We provide free services to help you communicate with us. Such as, letters in other languages or large print. Or, you can ask for an interpreter. To ask for help, please call the number contained within this Summary of Benefits and Coverage (SBC) , TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

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Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Choice Plus Plan 14

Coverage Period: 10/01/2023 – 09/30/2024

UnitedHealthcare Plan 14

*Per Pay Period

FULL TIME EMPLOYEE	\$0.00
EMPLOYEE + SPOUSE	\$410.81
EMPLOYEE + CHILDREN	\$303.64
EMPLOYEE + FAMILY	\$714.45

Delta Dental PPO 1500

*Per Pay Period

FULL TIME EMPLOYEE	\$16.15
EMPLOYEE + SPOUSE	\$32.26
EMPLOYEE + CHILDREN	\$34.29
EMPLOYEE + FAMILY	\$52.83

UnitedHealthcare Vision

*Per Pay Period

FULL TIME EMPLOYEE	\$3.02
EMPLOYEE + SPOUSE	\$5.58
EMPLOYEE + CHILDREN	\$5.67
EMPLOYEE + FAMILY	\$10.17

***Per Pay Period represents 26 weeks. Therefore, premiums for all benefits, including supplemental benefits, will be deducted every 2 weeks, even if there are 3 pay periods within a month.**



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This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-844-518-8079 or visit welcometouhc.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-866-487-2365 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	<u>Network</u> : \$1,000 Individual / \$2,000 Family <u>Out-of-Network</u> : \$1,000 Individual / \$2,000 Family Per calendar year.	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. <u>Preventive care</u> and categories with a <u>copay</u> are covered before you meet your <u>deductible</u> .	This plan covers some items and services even if you haven't yet met the deductible amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this plan covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your deductible. See a list of covered <u>preventive services</u> at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	<u>Network</u> : \$4,000 Individual / \$8,000 Family <u>Out-of-Network</u> : \$6,000 Individual / \$12,000 Family Per calendar year.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	<u>Premiums</u> , <u>balance-billing</u> charges, health care this plan doesn't cover and penalties for failure to obtain <u>preauthorization</u> for services.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See myuhc.com or call 1-844-518-8079 for a list of <u>network providers</u> .	This plan uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the plan's <u>network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your plan pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 <u>copay</u> per visit, <u>deductible</u> does not apply.	30% <u>coinsurance</u>	Virtual visits - No Charge by a Designated Virtual <u>Network Provider</u> . If you receive services in addition to office visit, additional <u>copays</u> , <u>deductibles</u> or <u>coinsurance</u> may apply e.g. surgery.
	<u>Specialist</u> visit	\$50 <u>copay</u> per visit, <u>deductible</u> does not apply.	30% <u>coinsurance</u>	If you receive services in addition to office visit, additional <u>copays</u> , <u>deductibles</u> or <u>coinsurance</u> may apply e.g. surgery.
	<u>Preventive care/screening/Immunization</u>	No Charge	Not Covered	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for. No coverage <u>out-of-network</u>
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	30% <u>coinsurance</u>	<u>Preauthorization</u> is required <u>out-of-network</u> for certain services or benefit reduces to 50% of <u>allowed amount</u> .
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> is required <u>out-of-network</u> or benefit reduces to 50% of <u>allowed amount</u> .

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at welcometouhc.com	Tier 1 – Your Lowest Cost Option	Retail: \$10 <u>copay, deductible</u> does not apply. Mail-Order: \$25 <u>copay, deductible</u> does not apply.	Retail: \$10 <u>copay, deductible</u> does not apply.	Provider means pharmacy for purposes of this section. Retail: Up to a 31- day supply. Mail-Order: Up to a 90- day supply You may need to obtain certain drugs, including certain <u>specialty drugs</u> , from a pharmacy designated by us. Certain drugs may have a <u>preauthorization</u> requirement or may result in a higher cost. If you use an <u>out-of-network</u> pharmacy (including a mail order pharmacy), you may be responsible for any amount over the <u>allowed amount</u> . Certain preventive medications (including certain contraceptives) are covered at No Charge. See the website listed for information on drugs covered by your <u>plan</u> . Not all drugs are covered. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. If a dispensed drug has a chemically equivalent drug at a lower tier, the cost difference between drugs in addition to any applicable <u>copay</u> and/or <u>coinsurance</u> may be applied.
	Tier 2 – Your Mid-Range Cost Option	Retail: \$35 <u>copay, deductible</u> does not apply. Mail-Order: \$87.50 <u>copay, deductible</u> does not apply.	Retail: \$35 <u>copay, deductible</u> does not apply.	
	Tier 3 – Your Mid-Range Cost Option	Retail: \$60 <u>copay, deductible</u> does not apply. Mail-Order: \$150 <u>copay, deductible</u> does not apply.	Retail: \$60 <u>copay, deductible</u> does not apply.	
	Tier 4 – Your Highest Cost Option	Not Applicable	Not Applicable	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> is required <u>out-of-network</u> for certain services or benefit reduces to 50% of <u>allowed amount</u> .
	Physician/surgeon fees	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	\$200 <u>copay</u> per visit, <u>deductible</u> does not apply.	\$200 <u>copay</u> per visit, <u>deductible</u> does not apply.	None
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	*20% <u>coinsurance</u>	* <u>Network deductible</u> applies
	<u>Urgent care</u>	\$35 <u>copay</u> per visit, <u>deductible</u> does not apply.	30% <u>coinsurance</u>	Virtual visits - No Charge by a Designated Virtual <u>Network Provider</u> . If you receive services in addition to <u>Urgent care</u> visit, additional <u>copays</u> , <u>deductibles</u> , or <u>coinsurance</u> may apply e.g. surgery.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> is required <u>out-of-network</u> or benefit reduces to 50% of <u>allowed amount</u> .
	Physician/surgeon fees	20% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$25 <u>copay</u> per visit, <u>deductible</u> does not apply.	30% <u>coinsurance</u>	<u>Network</u> Partial hospitalization/intensive outpatient treatment: \$25 <u>copay</u> per visit, <u>deductible</u> does not apply. <u>Preauthorization</u> is required <u>out-of-network</u> for certain services or benefit reduces to 50% of <u>allowed amount</u> . See your policy or <u>plan</u> document for additional information about EAP benefits.
	Inpatient services	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> is required <u>out-of-network</u> or benefit reduces to 50% of <u>allowed amount</u> . See your policy or <u>plan</u> document for additional information about EAP benefits.
If you are pregnant	Office visits	No Charge	30% <u>coinsurance</u>	<u>Cost sharing</u> does not apply for <u>preventive services</u> .
	Childbirth/delivery professional services	20% <u>coinsurance</u>	30% <u>coinsurance</u>	Depending on the type of service a <u>copayment</u> , <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery facility services	20% <u>coinsurance</u>	30% <u>coinsurance</u>	Inpatient <u>preauthorization</u> applies <u>out-of-network</u> if stay exceeds 48 hours (C-Section: 96 hours) or benefit reduces to 50% of <u>allowed amount</u> .
If you need help recovering or have other special health needs	<u>Home health care</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	Limited to 60 visits per calendar year. <u>Preauthorization</u> is required <u>out-of-network</u> or benefit reduces to 50% of <u>allowed amount</u> .
	<u>Rehabilitation services</u>	\$25 <u>copay</u> per visit, <u>deductible</u> does not apply.	30% <u>coinsurance</u>	Limits per calendar year: Physical, Speech, Occupational, Pulmonary: 20 visits each; Cardiac: 36 visits <u>Preauthorization</u> is required <u>out-of-network</u> for certain services or benefit reduces to 50% of <u>allowed amount</u> .
	<u>Habilitative services</u>	\$25 <u>copay</u> per visit, <u>deductible</u> does not apply.	30% <u>coinsurance</u>	Services are provided under and limits are combined with <u>Rehabilitation Services</u> above. <u>Preauthorization</u> is required <u>out-of-network</u> for certain services or benefit reduces to 50% of <u>allowed amount</u> .

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	Limited to 60 days per calendar year (combined with inpatient rehabilitation). <u>Preauthorization</u> is required <u>out-of-network</u> or benefit reduces to 50% of <u>allowed amount</u> .
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	Covers 1 per type of DME (including repair/replacement) every 3 years. <u>Preauthorization</u> is required <u>out-of-network</u> for DME over \$1,000 or no coverage.
	<u>Hospice services</u>	20% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> is required <u>out-of-network</u> before admission for an Inpatient Stay in a hospice facility or benefit reduces to 50% of <u>allowed amount</u> .
If your child needs dental or eye care	Children's eye exam	\$25 <u>copay</u> per visit, <u>deductible</u> does not apply.	30% <u>coinsurance</u>	One routine vision exam, including refraction, to detect vision impairment. Routine eye exam is limited to 1 every other year.
	Children's glasses	Not Covered	Not Covered	No coverage for Children's glasses.
	Children's dental check-up	Not Covered	Not Covered	No coverage for Children's Dental check-up.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

<ul style="list-style-type: none"> • Acupuncture • Bariatric surgery • Cosmetic surgery • Dental care 	<ul style="list-style-type: none"> • Glasses • Infertility treatment • Long-term care • Non-emergency care when travelling outside - the U.S. 	<ul style="list-style-type: none"> • Private duty nursing • Routine foot care – Except as covered for Diabetes • Weight loss programs
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Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

<ul style="list-style-type: none"> • Chiropractic (Manipulative care) – 20 visits per calendar year 	<ul style="list-style-type: none"> • Hearing aids - \$2,500 per calendar year 	<ul style="list-style-type: none"> • Routine eye care (adult) - 1 exam per 2 years
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Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.ccoio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: the Member Service number listed on the back of your ID card or myuhc.com.

Additionally, a consumer assistance program may help you file your appeal. Contact dol.gov/ebsa/healthreform.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-844-518-8079.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-844-518-8079.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-844-518-8079.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-844-518-8079.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The plan's overall deductible	\$1,000
■ Specialist copay	\$50
■ Hospital (facility) coinsurance	20%
■ Other coinsurance	20%

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The plan's overall deductible	\$1,000
■ Specialist copay	\$50
■ Hospital (facility) coinsurance	20%
■ Other coinsurance	20%

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The plan's overall deductible	\$1,000
■ Specialist copay	\$50
■ Hospital (facility) coinsurance	20%
■ Other coinsurance	20%

This EXAMPLE event includes services like:

Specialist office visits (*pre-natal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
 Prescription drugs
Durable medical equipment (*glucose meter*)

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic test (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$12,700
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Total Example Cost	\$5,600
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Total Example Cost	\$2,800
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In this example, Peg would pay:

Cost Sharing

Deductibles	\$1,000
Copayments	\$10
Coinsurance	\$1,800

What isn't covered

Limits or exclusions	\$60
The total Peg would pay is	\$2,870

In this example, Joe would pay:

Cost Sharing

Deductibles	\$150
Copayments	\$1,000
Coinsurance	\$0

What isn't covered

Limits or exclusions	\$0
The total Joe would pay is	\$1,150

In this example, Mia would pay:

Cost Sharing

Deductibles	\$1,000
Copayments	\$400
Coinsurance	\$30

What isn't covered

Limits or exclusions	\$0
The total Mia would pay is	\$1,430

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Online: [UHC Civil Rights@uhc.com](mailto:UHC_Civil_Rights@uhc.com)

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Online: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Phone: Toll-free 1-800-368-1019, 800-537-7697 (TDD)

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XIN LƯU Ý: Nếu quý vị nói tiếng **Việt (Vietnamese)**, quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi số điện thoại miễn phí ghi trong bản Tóm lược về quyền lợi và đài thọ bảo hiểm (Summary of Benefits and Coverage, SBC) này.



Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Choice Plus Plan 19

Coverage Period: 10/01/2023 – 09/30/2024

UnitedHealthcare Plan 19

***Per Pay Period**

FULL TIME EMPLOYEE	\$0.00
EMPLOYEE + SPOUSE	\$386.23
EMPLOYEE + CHILDREN	\$285.48
EMPLOYEE + FAMILY	\$671.71

Delta Dental PPO 1500

***Per Pay Period**

FULL TIME EMPLOYEE	\$16.15
EMPLOYEE + SPOUSE	\$32.26
EMPLOYEE + CHILDREN	\$34.29
EMPLOYEE + FAMILY	\$52.83

UnitedHealthcare Vision

***Per Pay Period**

FULL TIME EMPLOYEE	\$3.02
EMPLOYEE + SPOUSE	\$5.58
EMPLOYEE + CHILDREN	\$5.67
EMPLOYEE + FAMILY	\$10.17

***Per Pay Period represents 26 weeks. Therefore, premiums for all benefits, including supplemental benefits, will be deducted every 2 weeks, even if there are 3 pay periods within a month.**



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately.**

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-844-518-8079 or visit welcometouhc.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-866-487-2365 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	Network: \$2,500 Individual / \$5,000 Family Per calendar year.	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your deductible?	Yes. <u>Preventive care</u> and categories with a <u>copay</u> are covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the out-of-pocket limit for this plan?	Network: \$6,250 Individual / \$12,500 Family Per calendar year.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the out-of-pocket limit?	<u>Premiums</u> , <u>balance-billing</u> charges, health care this <u>plan</u> doesn't cover and penalties for failure to obtain for services.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a network provider?	Yes. See myuhc.com or call 1-844-518-8079 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a referral to see a specialist?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 <u>copay</u> per visit, <u>deductible</u> does not apply.	Not Covered	Virtual visits - No Charge by a Designated Virtual <u>Network Provider</u> If you receive services in addition to office visit, additional <u>copays</u> , <u>deductibles</u> or <u>coinsurance</u> may apply e.g. surgery.
	<u>Specialist</u> visit	\$45 <u>copay</u> per visit, <u>deductible</u> does not apply.	Not Covered	If you receive services in addition to office visit, additional <u>copays</u> , <u>deductibles</u> or <u>coinsurance</u> may apply e.g. surgery.
	<u>Preventive care/screening/immunization</u>	No Charge	Not Covered	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	Not Covered	None
	Imaging (CT/PET scans, MRIs)	\$125 <u>copay</u> per service, <u>deductible</u> does not apply	Not Covered	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at welcometouhc.com	Tier 1 – Your Lowest Cost Option	Retail: \$10 <u>copay, deductible</u> does not apply. Mail-Order: \$25 <u>copay, deductible</u> does not apply.	Not Covered	<u>Provider</u> means pharmacy for purposes of this section. Retail: Up to a 31 day supply. Mail-Order: Up to a 90 day supply You may need to obtain certain drugs, including certain <u>specialty drugs</u> , from a pharmacy designated by us. Certain drugs may have a <u>preauthorization</u> requirement or may result in a higher cost. If you use an <u>out-of-network</u> pharmacy (including a mail order pharmacy), you may be responsible for any amount over the <u>allowed amount</u> . Certain preventive medications (including certain contraceptives) are covered at No Charge. See the website listed for information on drugs covered by your <u>plan</u> . Not all drugs are covered. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. If a dispensed drug has a chemically equivalent drug at a lower tier, the cost difference between drugs in addition to any applicable <u>copay</u> and/or <u>coinsurance</u> may be applied.
	Tier 2 – Your Mid-Range Cost Option	Retail: \$35 <u>copay, deductible</u> does not apply. Mail-Order: \$87.50 <u>copay, deductible</u> does not apply.	Not Covered	
	Tier 3 – Your Mid-Range Cost Option	Retail: \$60 <u>copay, deductible</u> does not apply. Mail-Order: \$150 <u>copay, deductible</u> does not apply.	Not Covered	
	Tier 4 – Your Highest Cost Option	Not Applicable	Not Applicable	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	\$275 <u>copay</u> per visit, <u>deductible</u> does not apply	Not Covered	None
	Physician/surgeon fees	10% <u>coinsurance</u>	Not Covered	None
If you need immediate medical attention	<u>Emergency room care</u>	\$100 <u>copay</u> per visit, <u>deductible</u> does not apply.	\$100 <u>copay</u> per visit, <u>deductible</u> does not apply.	None
	<u>Emergency medical transportation</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	None
	<u>Urgent care</u>	\$45 <u>copay</u> per visit, <u>deductible</u> does not apply.	Not Covered	Virtual visits - \$5 <u>copay</u> per visit by a Designated Virtual <u>Network Provider</u> , <u>deductible</u> does not apply. If you receive services in addition to <u>Urgent care</u> visit, additional <u>copays</u> , <u>deductibles</u> , or <u>coinsurance</u> may apply e.g. surgery.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	Facility fee (e.g., hospital room)	\$325 <u>copay</u> per day, up to a maximum of \$1,625 per admission, <u>deductible</u> does not apply.	Not Covered	None
	Physician/surgeon fees	10% <u>coinsurance</u>	Not Covered	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$45 <u>copay</u> per visit, <u>deductible</u> does not apply.	Not Covered	<u>Network</u> Partial hospitalization/intensive outpatient treatment: 10% <u>coinsurance</u> See your policy or <u>plan</u> document for additional information about EAP benefits.
	Inpatient services	\$325 <u>copay</u> per day, up to a maximum of \$1,625 per admission, <u>deductible</u> does not apply.	Not Covered	See your policy or <u>plan</u> document for additional information about EAP benefits.
If you are pregnant	Office visits	No Charge	Not Covered	<u>Cost sharing</u> does not apply for <u>preventive services</u> . Depending on the type of service a <u>copayment</u> , <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery professional services	10% <u>coinsurance</u>	Not Covered	
	Childbirth/delivery facility services	\$325 <u>copay</u> per day, up to a maximum of \$1,625 per admission, <u>deductible</u> does not apply.	Not Covered	None
If you need help recovering or have other special health needs	<u>Home health care</u>	10% <u>coinsurance</u>	Not Covered	Limited to 60 visits per calendar year.
	<u>Rehabilitation services</u>	\$25 <u>copay</u> per visit, <u>deductible</u> does not apply.	Not Covered	Limits per calendar year: Physical, Speech, Occupational , Pulmonary: 20 visits each; Cardiac: 36 visits

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	<u>Habilitative services</u>	\$25 <u>copay</u> per visit, <u>deductible</u> does not apply.	Not Covered	Services are provided under and limits are combined with <u>Rehabilitation Services</u> above.
	<u>Skilled nursing care</u>	\$325 <u>copay</u> per day, up to a maximum of \$1,625 per admission, <u>deductible</u> does not apply.	Not Covered	Limited to 60 days per calendar year (combined with inpatient rehabilitation).
	<u>Durable medical equipment</u>	10% <u>coinsurance</u>	Not Covered	Covers 1 per type of DME (including repair/replacement) every 3 years.
	<u>Hospice services</u>	20% <u>coinsurance</u>	Not Covered	None
If your child needs dental or eye care	Children's eye exam	\$25 <u>copay</u> per visit, <u>deductible</u> does not apply.	Not Covered	Limited to 1 exam every 2 years.
	Children's glasses	Not Covered	Not Covered	No coverage for Children's glasses.
	Children's dental check-up	Not Covered	Not Covered	No coverage for Children's Dental check-up.

Excluded Services & Other Covered Services:

Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other <u>excluded services</u> .)		
<ul style="list-style-type: none"> Acupuncture Bariatric surgery Cosmetic surgery Dental care 	<ul style="list-style-type: none"> Glasses Infertility treatment Long-term care Non-emergency care when travelling outside - the U.S. 	<ul style="list-style-type: none"> Private duty nursing Routine foot care – Except as covered for Diabetes Weight loss programs
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)		
<ul style="list-style-type: none"> Chiropractic (Manipulative care) – 20 visits per calendar year 	<ul style="list-style-type: none"> Hearing aids - \$2,500 per calendar year 	<ul style="list-style-type: none"> Routine eye care (adult) - 1 exam per 2 years

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact: the Member Service number listed on the back of your ID card or myuhc.com.

Additionally, a consumer assistance program may help you file your appeal. Contact dol.gov/ebsa/healthreform.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-844-518-8079.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-844-518-8079.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-844-518-8079.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-844-518-8079.

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ The plan's overall <u>deductible</u>	\$2,500	■ The plan's overall <u>deductible</u>	\$2,500	■ The plan's overall <u>deductible</u>	\$2,500
■ <u>Specialist copay</u>	\$45	■ <u>Specialist copay</u>	\$45	■ <u>Specialist copay</u>	\$45
■ <u>Hospital (facility) copay</u>	\$325	■ <u>Hospital (facility) copay</u>	\$325	■ <u>Hospital (facility) copay</u>	\$325
■ <u>Other coinsurance</u>	10%	■ <u>Other coinsurance</u>	10%	■ <u>Other coinsurance</u>	10%
This EXAMPLE event includes services like: Specialist office visits (<i>pre-natal care</i>) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services Diagnostic tests (<i>ultrasounds and blood work</i>) Specialist visit (<i>anesthesia</i>)		This EXAMPLE event includes services like: Primary care physician office visits (<i>including disease education</i>) Diagnostic tests (<i>blood work</i>) Prescription drugs Durable medical equipment (<i>glucose meter</i>)		This EXAMPLE event includes services like: Emergency room care (<i>including medical supplies</i>) Diagnostic test (<i>x-ray</i>) Durable medical equipment (<i>crutches</i>) Rehabilitation services (<i>physical therapy</i>)	
Total Example Cost	\$12,700	Total Example Cost	\$5,600	Total Example Cost	\$2,800
In this example, Peg would pay:		In this example, Joe would pay:		In this example, Mia would pay:	
<i>Cost Sharing</i>		<i>Cost Sharing</i>		<i>Cost Sharing</i>	
<u>Deductibles</u>	\$2,500	<u>Deductibles</u>	\$150	<u>Deductibles</u>	\$1,150
<u>Copayments</u>	\$300	<u>Copayments</u>	\$1,000	<u>Copayments</u>	\$200
<u>Coinsurance</u>	\$0	<u>Coinsurance</u>	\$0	<u>Coinsurance</u>	\$0
<i>What isn't covered</i>		<i>What isn't covered</i>		<i>What isn't covered</i>	
Limits or exclusions	\$60	Limits or exclusions	\$0	Limits or exclusions	\$0
The total Peg would pay is	\$2,860	The total Joe would pay is	\$1,150	The total Mia would pay is	\$1,350

We do not treat members differently because of sex, age, race, color, disability or national origin.

If you think you were treated unfairly because of your sex, age, race, color, disability or national origin, you can send a complaint to the Civil Rights Coordinator.

Online: UHC.Civil.Rights@uhc.com

Mail: Civil Rights Coordinator. UnitedHealthcare Civil Rights Grievance. P.O. Box 30608 Salt Lake City, UTAH 84130

You must send the complaint within 60 days of when you found out about it. A decision will be sent to you within 30 days. If you disagree with the decision, you have 15 days to ask us to look at it again.

If you need help with your complaint, please call the toll-free number listed within this Summary of Benefits and Coverage (SBC), TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

You can also file a complaint with the U.S. Dept. of Health and Human Services.

Online: <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Phone: Toll-free 1-800-368-1019, 800-537-7697 (TDD)

Mail: U.S. Dept. of Health and Human Services. 200 Independence Avenue, SW Room 509F, HHH Building Washington, D.C. 20201

We provide free services to help you communicate with us. Such as, letters in other languages or large print. Or, you can ask for an interpreter. To ask for help, please call the number contained within this Summary of Benefits and Coverage (SBC), TTY 711, Monday through Friday, 8 a.m. to 8 p.m.

ATENCIÓN: Si habla **español (Spanish)**, hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al número gratuito que aparece en este Resumen de Beneficios y Cobertura (Summary of Benefits and Coverage, SBC).

請注意：如果您說中文 (**Chinese**)，我們免費為您提供語言協助服務。請撥打本福利和承保摘要(Summary of Benefits and Coverage, SBC) 內所列的免付費電話號碼。

XIN LƯU Ý: Nếu quý vị nói tiếng **Việt (Vietnamese)**, quý vị sẽ được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi số điện thoại miễn phí ghi trong bản Tóm lược về quyền lợi và đài thọ bảo hiểm (Summary of Benefits and Coverage, SBC) này.

UnitedHealthcare Dental and Vision Coverage

The FMIT Dental and Vision plans are defined as Employer paid or Voluntary, this is based on employee participation levels which are a key factor in the underwriting formula. Employer paid plans are when the employer pays at least 50% of the cost and has at least 75% of eligible employees covered. Voluntary plans are when the employee pays the premium through payroll deduction. **Please fill out the below statement regarding your cities Dental and/or Vision coverage and return with your signed Coverage Agreement to crochester@flcities.com or**

Health/Benefit Services Department
Florida League of Cities
PO Box 530065
Orlando, Florida 32853-0065

We are electing the following coverages for our employees:

_____ Employer Paid Dental Coverage

_____ Voluntary Dental Coverage

_____ Employer Paid Vision Coverage

_____ Voluntary Vision Coverage

Signature_____

Date_____



The following Coverage Agreement outlines, in detail, the coverages and premiums agreed upon by the Florida Municipal Insurance Trust and City of Williston.
The effective date of this agreement is 10/01/2023-09/30/2024.

Coverage / Plans

Medical Coverage

UnitedHealthcare, Rx Copays \$10/\$35/\$60; 2.5 for mail order \$25/\$87.50/\$150

Delta Dental PPO 1500-Voluntary Paid

UnitedHealthcare Vision Coverage-Voluntary Paid

The Standard Life Basic with AD&D-Employer Paid

Premiums

UnitedHealthcare Plan 3		Delta Dental PPO 1500		Life Basic with AD&D	
Employee	\$829.90	Employee	\$34.99	Employee	\$5.85
Employee + Spouse	\$1,784.27	Employee + Spouse	\$69.90	Line of Duty	\$6.00
Employee + Children	\$1,535.31	Employee + Children	\$74.30	(For \$15,000 of coverage)	
Employee + Family	\$2,489.69	Employee + Family	\$114.47		
UnitedHealthcare Plan 14		UnitedHealthcare Vision		Life Basic with AD&D	
Employee	\$773.99	Employee	\$6.55	Dependent Spouse	\$2.90
Employee + Spouse	\$1,664.07	Employee + Spouse	\$12.09	(For \$10,000 for coverage)	
Employee + Children	\$1,431.88	Employee + Children	\$12.29	Dependent Child	\$2.90
Employee + Family	\$2,321.97	Employee + Family	\$22.03	(For \$2,000 for coverage)	
UnitedHealthcare Plan 19				Life Basic - Retirees	
Employee	\$727.69			Retirees	\$0.68
Employee + Spouse	\$1,564.52			(For \$2,000 of coverage)	
Employee + Children	\$1,346.23			Dependent Spouse	\$4.35
Employee + Family	\$2,183.07			(For \$2,000 of coverage)	
				Dependent Child	\$4.35
				(For \$1,000 of coverage)	

Other Specified Items

Effective October 1, 2015, the Florida League of Cities is partnering with UnitedHealthcare to offer AARP Medicare Supplement and Medicare Advantage plans to decrease the overall cost to the retirees.
The current Medicare Supplement plan will no longer be available due to the UnitedHealthcare plans being a more cost effective alternative.

Disclosure (new FMIT groups only)
Dependent SSN for enrollment

Signatures

Representative, Florida Municipal Insurance Trust

Date

Representative, City of Williston

Date

Note: Termination of coverage requires a 45 day written notice.

Please accept this letter as confirmation that the Group Gap Plan in place with the City of Williston will remain the same as shown in the brochure. The rate will remain the same as it has for the last few years. Colonial does not do yearly rate increases on Group Products.

**Sincerely,
Tamre Grace Hammer
ColonialLife
Employee Benefit Account Manager**

Date: 8/22/2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-62:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PASSERO ASSOCIATES SUPPLEMENTAL AGREEMENT 23-23R REGARDING THE AIRPORT TERMINAL BUILDING PROJECT; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SAME ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

REQUESTED BY: KELLY HARS, AIRPORT FBO SUPERVISOR & ADMINISTRATIVE ASSISTANT

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS:.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2023-62	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2022-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PASSERO ASSOCIATES SUPPLEMENTAL AGREEMENT 23-23R REGARDING THE AIRPORT TERMINAL BUILDING PROJECT; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SAME ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Williston Municipal Airport is in need of a new airport terminal building; and

WHEREAS, grant funding may be available from the FAA for such a project; and

WHEREAS, the City of Williston properly advertised and conducted a Request for Bids for the airport terminal building project; and

WHEREAS, the City of Williston received three bids and found that the bid offered by Gray Construction Services, Inc., was the lowest bidder on the base bid alone as well as with the addition of any combination of alternatives which were also included in the Request for Bids document; and

WHEREAS, the City Council determined it was in the City's best interest to authorize the City Council President to award the airport terminal building project to Gray Construction Services, Inc., contingent upon FAA funding; and

WHEREAS, City Staff and the City Attorney conducted negotiations with Gray Construction Services, Inc. to include in the Contract Agreement specific provisions allowing for coordination of work and grant funding; and

WHEREAS, Passero Associates will operate as the oversight entity and project manager on behalf of the City of Williston for the work to be completed by GRat Construction on the Airport Terminal Building project; and

WHEREAS, Passero Associates has submitted a supplemental agreement regarding their role in the Airport Terminal Building project; and

WHEREAS, it is in the best interest of the City of Williston to execute the Supplemental Agreement between Passero Associates and the City of Williston

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 Supplemental Agreement 23-23R attached hereto as Exhibit "A".

Section 3. The City Council President is hereby authorized to execute on behalf of the City the Supplemental Agreement.

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

PASSED AND ADOPTED at a meeting of the City Council this 22nd day of August, 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 or
Kiersten N. Ballou, City Attorney

City of Williston



Williston Municipal Airport (X60)

Construction Administration, Periodic Observation, and Grants Administration Assistance for Airport Terminal Building

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

Supplemental Agreement 23-23R

Dated: August 1, 2023

Construction Phase 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: Construction administration and grants administration assistance 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: Owner material testing, MEP construction phase services.

Client Manager / Project Coordinator: Benton Stegall, Airport Manager

PA Program Manager: Brad Wente, Program Manager.

PA Project Manager(s): Matt Singletary,

<u>Basic Services Compensation and Method of Payment:</u>	Not-to-Exceed (Passero):	\$ 199,575.00
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<u>Special Services Compensation and Method of Payment:</u>	Not-to-Exceed (Subconsultants):	\$ 50,425.00
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<u>Total Project Cost:</u>	Not-to-Exceed:	\$ 250,000.00
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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. Submit building permit with City.
2. Project Meetings and presentations, as requested by the Client.

"Consultant"
Passero Associates, LLC

"Client"
City of Williston

BY: _____
Bradley Wente, 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

Construction Phase Services for Airport Terminal Building

Williston Municipal Airport, Williston, Florida

I. Project Description

Provide Construction Administration Services for a new terminal building at the Williston Municipal Airport. The new building will generally consist of offices, conference room, pilot's lounge, maintenance shop, lobby and mezzanine observation deck totaling approximately 4,600 square feet. The project also includes site improvements generally consisting of a new asphalt pavement parking lot, concrete sidewalks, storm water retention pond expansion, new storm sewer, and utility extensions/connections to the new building (water, sanitary sewer, electrical, communications).

Construction Administration is generally an office-based task consisting of the review of submittals, shop drawings, requests for information, pay applications, etc., supported by periodic site visits (at interval defined in Basic Services, below). The total Contract Time duration is 365 calendar days.

II. Basic Services

Passero Associates (Consultant) will assist Williston Municipal Airport ("City" or "Client") with construction of an Airport Terminal Building by providing the following professional services:

A. General:

1. The Consultant shall advise and consult with the Client during the Construction Phase Services.
 - a) The Consultant shall have authority to act on behalf of the Client only to the extent provided in this Work Order.
 - b) The Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor shall the Consultant be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.
 - c) The Consultant shall be responsible for the Consultant's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or any other persons or entities performing portions of the Work.
2. The Consultant's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Consultant issues the final Certificate for Payment.
3. The Consultant shall not be responsible for Client's directive or substitution, or for the Client's acceptance of non-conforming Work, made or given without the Consultant's written approval.

B. Evaluations of the Work:

1. The Consultant shall visit the site at intervals appropriate to the stage of construction, or as otherwise required, to become generally familiar with the progress and quality of the portion of Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Consultant shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. An average of one site visit per week over the 365 Calendar Day Contract Duration is included.
 - a) On the basis of site visits, the Consultant shall keep the Client reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Client.
 - (1) known deviations from the Contract Documents,
 - (2) known deviations from the most recent construction schedule submitted by the Contractor, and
 - (3) defects and deficiencies observed in the Work.
2. The Consultant has the authority to recommend rejection of the Work, by the Client, that does not conform to the Contract Documents.

- a) Whenever the Consultant considers it necessary or advisable, the Consultant shall have the authority to recommend (to the Client) inspection, testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed, or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the work.
3. The Consultant shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Client or Contractor. The Consultant's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
4. Interpretations and decisions of the Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings.
 - a) When making such interpretations and decisions the Consultant shall endeavor to secure faithful performance by both the Client and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.
 - b) The Consultant's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

C. Certificates of Payment to the Contractor:

1. The Consultant shall review and certify the amounts due to the Contractor and shall issues certificates in such amounts.
 - a) The Consultant's certification for payment shall constitute a representation to the Client, based on the Consultant's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.
 - b) The foregoing representations are subject to
 - (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion,
 - (2) results of subsequent tests and inspections,
 - (3) correction of minor deviations from the Contract Documents prior to completion, and
 - (4) specific qualifications expressed by the Consultant.
2. The issuance of a Certificate for Payment shall not be a representation that the Consultant has:
 - a) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work,
 - b) reviewed construction means, methods, techniques, sequences, or procedures,
 - c) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Client to substantiate the Contractor's right for payment, or
 - d) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
3. The Consultant shall maintain a record of the Applications and Certificates for Payment.

D. Submittals:

1. The Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule.
 - a) The Consultant's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Consultant's professional judgement, to permit adequate review.
2. The Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with the information given and the design expressed in the Contract Documents.

- a) Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility.
 - b) The Consultant's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures.
 - c) The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 3. If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy.
 - a) The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant.
 - b) The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
 - c) The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.
- 4. The Consultant shall review and respond to requests for information (RFI) about the Contract Documents.
 - a) The Consultant's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Consultant shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- 5. The Consultant shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

E. Changes in the Work:

- 1. The Consultant may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Consultant shall prepare Change Order and Construction Change Directives for the Client's approval and execution in accordance with the Contract Documents.
- 2. The Consultant shall maintain records relative to changes in the Work.

F. Project Completion:

- 1. The Consultant shall:
 - a) Conduct observations to determine the date or dates of Substantial Completion and the date of final completion;
 - b) Issue Certificates of Substantial Completion;
 - c) Forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
 - d) Issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Consultant's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- 2. The Consultant's observations shall be conducted with the Client to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- 3. When Substantial Completion has been achieved, the Consultant shall inform the Client about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- 4. The Consultant shall forward to the Client the following information received from the Contractor:
 - a) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment;
 - b) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Client against liens; and

- c) any other documentation required of the Contractor under the Contract Documents.
- 5. Upon request of the Client, and prior to the expiration of one year from the date of Substantial Completion, the Consultant shall, without additional compensation, conduct a meeting with the Client to review the facility operations and performance.

G. Grants Administration Assistance:

- 1. The Consultant shall:
 - a) Assist the Client with management of the Florida Department of Transportation (FDOT) Public Transportation Grant Agreements (PTGAs), including providing updates to FDOT as requested, updating the Florida Aviation Database as required, assisting with reimbursement requests, and compiling grant closeout documents at completion of the project.
 - b) Assist the Client with management of the Federal Aviation Administration (FAA) Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grants (AIG) including preparation of the Fiscal Year 2024 grant application, providing updates to FAA as requested, assisting with reimbursement requests, and compiling grant closeout documents at completion of the project.

III. Special Services

The Consultant will provide Construction Administrative services for Mechanical, Electrical and Plumbing pertaining to requests for information, shop drawings and materials submittals, and as further outlined in attached proposal by Promus.

Quality Assurance/Material Testing will be provided by Cal-Tech Testing, Inc., as outlined in the attached proposal.

Additional geotechnical borings provided by Cal-Tech Testing, Inc., to investigate geophysical investigation anomalies.

Other special services, if needed, shall be performed as approved by the Client, in writing, prior to the services being rendered.

IV. Schedule

After receiving the Notice-To-Proceed (NTP) from the City of Williston, the Consultant will immediately be available to work on the project.

V. Fee Summary

Passero Associates (PA) will complete construction administration services for the Airport Terminal Building at Williston Municipal Airport for a Not-To-Exceed fee of \$250,000 (two hundred fifty thousand dollars and zero cents), unless there is a change in scope, complexity, character or duration of the work to be performed by the Consultant.

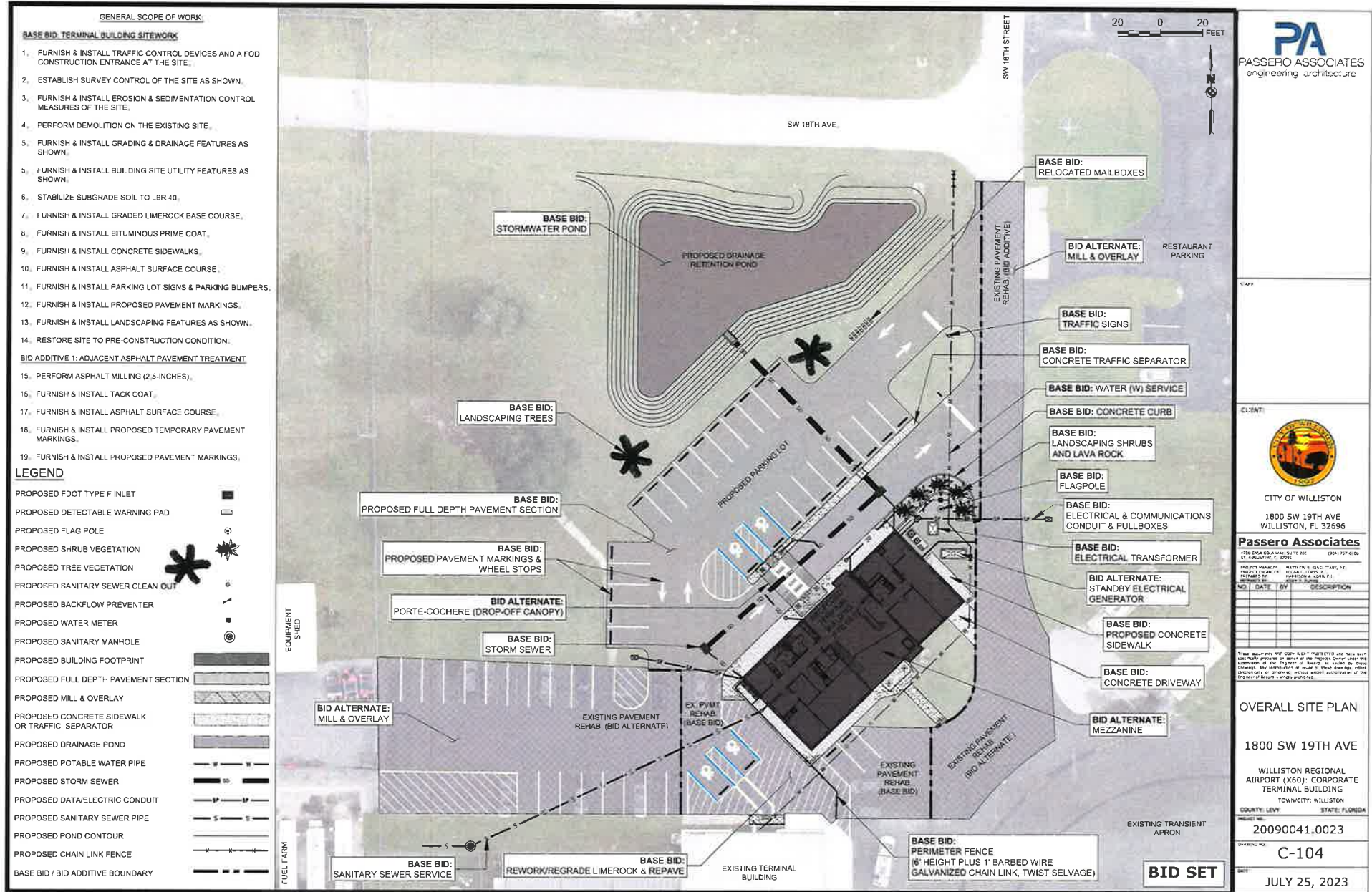
Fee Summary:

<i>Basic Services</i>		
1	Post Bidding Project Initiation	\$12,500
2	Grants Administration	\$15,000
3	Project Management (Construction Phase Services)	\$20,000
4	Construction Administration (Office-Based - Civil)	\$34,000
5	Construction Administration (Office-Based - Architectural)	\$32,600
6	Construction Administration (Office-Based - Structural)	\$3,500
7	Construction Administration (Site-Based - Civil)	\$40,000
8	Construction Administration (Site-Based - Architectural)	\$38,475
9	Construction Administration (Site-Based - Structural)	\$3,500
<i>Special Services</i>		
8	Supplemental Borings (Cal-Tech)	\$4,685
9	Owner Material Testing (Cal-Tech)	\$38,740
10	Construction Administration MEP (Promus)	\$7,000
	Total Construction Phase Services Fee	\$250,000

VI. Other Considerations and Exclusions

- 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.
 - 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.
- The City 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: 8/22/2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-63:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE CONTRACT AGREEMENT WITH GRAY CONSTRUCTION FOR THE AIRPORT TERMINAL BUILDING, AS AMENDED BY THE CITY ATTORNEY.; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SAME ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

REQUESTED BY: KELLY HARS, AIRPORT FBO SUPERVISOR & ADMINISTRATIVE ASSISTANT

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS:.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2023-63	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2022-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE CONTRACT AGREEMENT WITH GRAY CONSTRUCTION FOR THE AIRPORT TERMINAL BUILDING, AS AMENDED BY THE CITY ATTORNEY.; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SAME ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Williston Municipal Airport is in need of a new airport terminal building; and

WHEREAS, grant funding may be available from the FAA for such a project; and

WHEREAS, the City of Williston properly advertised and conducted a Request for Bids for the airport terminal building project; and

WHEREAS, the City of Williston received three bids from the Request for Bids process; and

WHEREAS, the City of Williston analyzed such bids and found that the bid offered by Gray Construction Services, Inc., was the lowest bidder on the base bid alone as well as with the addition of any combination of alternatives which were also included in the Request for Bids document; and

WHEREAS, the City Council determined it was in the City's best interest to authorize the City Council President to award the airport terminal building project to Gray Construction Services, Inc., contingent upon FAA funding; and

WHEREAS, the City Council has determined it was in the City's best interest to authorize staff and the City Attorney to work with Gray Construction Services, Inc. to negotiate a full contract for the airport terminal building project; and

WHEREAS, City Staff and the City Attorney conducted negotiations with Gray Construction Services, Inc. to include in the Contract Agreement specific provisions allowing for coordination of work and grant funding; and

WHEREAS, it is in the best interest of the City of Williston to execute the Contract Agreement with the edits made by City Staff and the City Attorney.

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 Contract Agreement attached hereto as Exhibit "A", as edited by City Staff and the City Attorney.

Section 3. The City Council President is hereby authorized to execute on behalf of the City the Contract Agreement.

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

PASSED AND ADOPTED at a meeting of the City Council this 22nd day of August, 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 or
Kiersten N. Ballou, City Attorney

CONTRACT AGREEMENT
City of Williston

THIS AGREEMENT, made as of _____ is

BY AND BETWEEN

The OWNER: **City of Williston**
 50 NW Main Street
 Williston, FL 32696

And the CONTRACTOR:

(Name) _____ **Gray Construction Services, Inc.**
(Address) _____ **222 West Wade Street**
(City, State, Zip Code) _____ **Trenton, FL 32693**

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at **Williston Municipal Airport** generally described as follows;

AIRPORT TERMINAL BUILDING – BASE BID AND ALTERNATE #2 (MEZZANINE) hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Bid and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

Total Contract Amount

Three Million Five Hundred Thirty-Nine Thousand Six Hundred Eighty-Nine Dollars and Zero Cents

(Amount in Written Words)

\$ 3,539,689.00

(Amount in Numerals)

Subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed, and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **365 calendar days** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **\$500.00** per calendar day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Bid shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Bid shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. Certification of Eligibility (29 CFR Part 5.5)
 - i. By Entering into this agreement the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this agreement shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);

iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the agreement.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Hold Harmless Clause

Contractor shall indemnify and hold harmless City and all of City's elected officials, officers, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs to the extent caused by the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent or contributing), of Contractor or its officers, agents or employees in performance or non-performance of its obligations under this Agreement. Contractor recognizes this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to hold harmless and indemnify City as set forth in this provision.

Nothing herein shall be construed to extend City's liability beyond that provided in section 768.28, Fla. Statue.

Article 10 – Section 119.0701 Florida Statutes

Contractor shall comply with the public records laws of the State of Florida contained in Chapter 119, Florida Statutes, as the same may be amended. Failure to comply with the provisions of this subsection shall constitute a substantial failure to perform on the part of Contractor in accordance with the terms of this Agreement. Specifically, but not by way of limitation, Contractor shall:

- i Keep and maintain public records required by City to perform the service;
- ii Upon request by City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- iii Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the services to be provided by Contractor under this Agreement if Contractor does not transfer the records to City; and
- iv Upon completion of the services to be provided under this Agreement, transfer, at no cost, to City all public records in possession of Contractor or keep and maintain public records required by City to perform the services. If Contractor transfers all public records to City upon completion of the services, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the services, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement.

For purposes of this Agreement, the term "custodian of public records" shall mean the City Coordinator of City, or his/her designee.

If contractor has questions regarding the application of chapter 119, florida statutes, to contractor's duty to provide public records

Relating to this agreement, contact the custodian of public records at:

TELEPHONE: (352) 528-3060

E-MAIL: city.clerk@willistonfl.org

MAILING ADDRESS: 50 Main Street, Williston, FL 32696

Article 11 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- e. CONTRACTOR acknowledges that no work shall be begun until express direction is given by OWNER or ENGINEER. OWNER is not responsible for payment for work done prior to OWNER or ENGINEER giving express direction for work to begin. CONTRACTOR understands that all terms of this Contract Agreement are fully contingent upon OWNER receiving grant funding for the Work. If OWNER does not receive the anticipated grant funding, CONTRACTOR acknowledges that OWNER may unilaterally terminate this Contract Agreement at any time before work is begun by CONTRACTOR.

Article 12 – E-Verify Requirements

Pursuant to Section 448.095, Florida Statutes, CONTRACTOR and its subcontractors shall, register with and use the U.S. Department of Homeland Security's E-Verify system to verify work authorization status of all employees hired during the term of this Contract Agreement and must, upon request, provide evidence of compliance with this provision.

- a. CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.
- b. The OWNER, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- c. The OWNER, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and CONTRACTOR shall immediately terminate the contract with the subcontractor.
- d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this

section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Contract Agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.

- e. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Article 13 – OWNER’S Representative

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed two (2) copies of this Agreement on the day and year first noted herein.

OWNER

Name: City of Williston
Address: 50 NW Main Street
Williston, FL 32696

By: _____
Signature

Title of Representative
ATTEST

By: _____
Signature

Title

CONTRACTOR

Name: _____
Address: _____

By: _____
Signature

Title of Representative
ATTEST

By: _____
Signature

Title

CD-61

PERFORMANCE BOND**Bond Number**PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

CONTRACT NO.

CONTRACT
DATEPENAL SUM OF BOND *(Expressed in words and numerals)***OBLIGATION**

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto City of Williston, 50 NW Main Street, Williston, FL 32696, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **AIRPORT TERMINAL BUILDING**

Project Location: **Williston Municipal Airport, Williston, FL**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect

CD-62

the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated bids from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

Signatures on next page

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

(Affix Seal)

Name and Title: _____

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

PAYMENT BOND**Bond Number**PRINCIPAL *(Legal Name and Business Address)*

STATE OF INCORPORATION

SURETY *(Legal Name and Business Address)*

CONTRACT NO.

CONTRACT
DATEPENAL SUM OF BOND *(Expressed in words and numerals)***OBLIGATION**

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto City of Williston, 50 NW Main Street, Williston, FL 32696, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: **AIRPORT TERMINAL BUILDING**

Project Location: **Williston Municipal Airport, Williston, FL**

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of

CD-65

any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.

3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

Signatures on next page

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20____.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

Date: 8/22/2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-64:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE BID AMOUNT OF \$60,858.75 FOR THE ISLAND FREIGHT ROOF PROJECT; AUTHORIZING CITY STAFF AND THE CITY ATTORNEY TO NEGOTIATE FINAL EDITS TO THE CONTRACT AGREEMENT; AUTHORIZING APPROPRIATE PARTIES TO SIGN THE CONTRACT AGREEMENT ONCE FINAL LEGAL APPROVAL HAS BEEN GIVEN; AND PROVIDING AN EFFECTIVE DATE

REQUESTED BY: KELLY HARS, AIRPORT FBO SUPERVISOR & ADMINISTRATIVE ASSISTANT

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS:.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2023-64	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2023-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE BID AMOUNT OF \$60,858.75 FOR THE ISLAND FREIGHT ROOF PROJECT; AUTHORIZING CITY STAFF AND THE CITY ATTORNEY TO NEGOTIATE FINAL EDITS TO THE CONTRACT AGREEMENT; AUTHORIZING APPROPRIATE PARTIES TO SIGN THE CONTRACT AGREEMENT ONCE FINAL LEGAL APPROVAL HAS BEEN GIVEN; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Island Freight Building roof is in need of replacement; and

WHEREAS, the City of Williston properly advertised and conducted a Request for Proposals for the Island Freight Building roof replacement project; and

WHEREAS, the City of Williston did not receive any proposals for that project; and

WHEREAS, prior to and following the RFP, True Force Roofing agreed to do the requested work for the City and provided a quote in the amount of \$60,858.75; and

WHEREAS, True Force Roofing is the only entity which has expressed interest in or ability to complete the work required on the Island Freight Building, before and after proper RFP procedures were followed; and

WHEREAS, the City Council has determined it is in the City's best interest to authorize staff and the City Attorney to work with True Force Roofing to make final edits to the contract agreement for the work to be done on the Island Freight Building; and

WHEREAS, it is in the best interest of the City of Williston to execute the Contract Agreement after it meets final approval of the City Attorney pending edits regarding insurance, public records, and E-Verify provisions and thereafter for the City to authorize the Notice of Commencement on the project.

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 contract agreement subject to the addition of insurance requirements, public records provision, and E-Verify provision (final approval of these additions to be given by the City Attorney before City approves the contract agreement).

Section 3. The City Council hereby authorizes, upon the conditions on Section 2 above being met and the City's execution of the contract agreement, the authorization of the Notice of Commencement on the project.

Section 4. The City Council President is hereby authorized to execute on behalf of the City such documents as are required to effectuate the above.

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

PASSED AND ADOPTED at a meeting of the City Council this 22nd day of August, 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 or
Kiersten N. Ballou, City Attorney

26 GAUGE PBR PANELS

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

EXPOSED FASTENER PANELS 26 & 29 GA



CORE DEFENDER
paint system

TRI COUNTY METALS

ABOUT THIS PAINT SYSTEM

Tri County Metals roll forms metal roofing from our Core Defender paint system. Our Core Defender paint system offers superior color stability, chalk resistance, fade resistance, and gloss retention.

Weathering performance of our Core Defender paint system is proven through extensive South Florida testing to be superior to standard silicone modified polyester finishes used throughout the metal construction industry.



877-766-3309



TriCountyMetals.com



40-Year Paint Warranty

Learn more about our warranties
on our warranty site:
warranty.tricountymetals.com



Light Stone
SR: .56 E: .86



Mocha Tan
SR: .47 E: .86



Forest Green
SR: .28 E: .86



Evergreen
SR: .35 E: .86



Patina Green
SR: .28 E: .86



Ash Gray
SR: .46 E: .86



Dark Gray
SR: .37 E: .86



Charcoal
SR: .29 E: .86



Clay
SR: .42 E: .87



Hawaiian Blue
SR: .31 E: .86



Gallery Blue
SR: .25 E: .87



Barn Red
SR: .36 E: .86



Patriot Red
SR: .31 E: .86



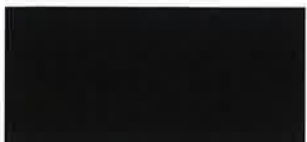
Burgundy
SR: .29 E: .86



Cocoa Brown
SR: .35 E: .86



Bronze
SR: .34 E: .86



Black
SR: .31 E: .84



Metallic Copper
SR: .48 E: .85



Galvalume
SR: .67 E: .14

- Actual color may vary from samples shown
- Actual color chips available upon request
- SR = Solar Reflectance, UV cool roof rating
- E = Emissivity, effectiveness in emitting energy as thermal radiation

SHERWIN-WILLIAMS.
Coil Coatings

Sherwin-Williams® is a trademark of SWIMC LLC

TCM Feb 2022



Shown: Ultra Rib 26 GA
panel in Black

WHY TRI COUNTY METALS?

We offer the very best product, at the best prices, with timely service with pick-up or delivery. Let us help you with your project.

- ✓ Color Choices
- ✓ Product Approvals
- ✓ CAD Services
- ✓ Trims
- ✓ Accessories
- ✓ Solid Warranty

Need Financing? **We can help!**



Ultra Rib
(26 & 29 GA)



PBR
(26 GA only)



Get orders **FAST!**



LET'S PUT AN ESTIMATE TOGETHER

877-766-3309

NEXT DAY
DELIVERY



■ 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,

Team Goga | Project Estimator
christy@trueforceroofing.com
352-328-5429

26 G PBR PANELS

Description	Qty
New Roof Material	
26 Gauge Galvalume Metal	110
Butyl Tape Seams Low Slope Section	8
Die-formed Ridge cap	212
Section Total	\$25,233.46

Description	Qty
Edge/Rake/Ventilation	
Edge/Trim - Metal Roof	452
Gable Rake- Metal Roof	186
Reuse air vents - Reflash and paint	7
Section Total	\$2,466.94

Description	Qty
Screws	
2" Zac Lifetime Screws	100
Tube of Caulk	20
Section Total	\$3,384.60

Description	Qty
Labor Only	
Metal Labor - Removal Only	100
Metal Labor- Install Only	110
Section Total	\$25,693.20

Description	Qty
Permit & Disposal	
Dump Fees	1
Section Total	\$1,780.00

Quote subtotal	\$58,558.20
Taxable subtotal	\$32,865.00
Florida Material Sales Tax (7.0%)	\$2,300.55
Total	\$60,858.75

AUTHORIZATION PAGE

26 G PBR Panels

\$60,858.75*

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



Customer Comments / Notes

My Product Selections

Roof Color

Galvalume

Accessory Color

Galvalume

Edge Metal Color

Galvalume

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.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BURNSED, DONALD RAY

TRUE FORCE ROOFING LLC
11740 NW 72ND TERRACE
ALACHUA FL 32615

LICENSE NUMBER: CCC1333814

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/10/2023

PRODUCER SUPERIOR ACCESS INSURANCE SERVICES, INC. 3721 Executive Center Dr Ste 100 Austin, TX 78731	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED TRUE FORCE ROOFING LLC 11740 NORTHWEST 72 TERRACE ALACHUA, FL 32615	INSURER A: OBSIDIAN SPECIALITY INSURANCE CO	16871
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY	SCB GL 000025669	03/16/2023	03/16/2024	EACH OCCURRENCE	\$1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000	
		<input type="checkbox"/>				PERSONAL & ADV INJURY	\$1,000,000	
		<input type="checkbox"/>				GENERAL AGGREGATE	\$1,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$1,000,000	
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$	
	<input type="checkbox"/>	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Each Occurrence)	\$	
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
		<input type="checkbox"/> HIRED AUTOS						
<input type="checkbox"/> NON-OWNED AUTOS								
	<input type="checkbox"/>	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
		<input type="checkbox"/>				AUTO ONLY: AGG	\$	
	<input type="checkbox"/>	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$	
		<input type="checkbox"/> DEDUCTIBLE					\$	
		<input type="checkbox"/> RETENTION \$					\$	
							\$	
	<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		
		E.L. EACH ACCIDENT				\$		
		E.L. DISEASE - EA EMPLOYEE				\$		
		E.L. DISEASE - POLICY LIMIT				\$		
	<input type="checkbox"/>	OTHER						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The Certificate Holder is named as an Additional Insured on the aforementioned policy per policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



TRUEFOR-01

THOMA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barbee Jackson Insurance 2213 S Ferdon Blvd Crestview, FL 32536	CONTACT NAME: Mackenzie Thomas	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED True Force Roofing LLC 11740 NW 72 Terrace Alachua, FL 32615	E-MAIL ADDRESS: thomasm@barbeejackson.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sirius America Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC 102175 01	6/27/2023	6/27/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$ 100,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

True Force Roofing LLC
11740 NW 72 Terrace
Alachua, FL 32615

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Date: 08/22/2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-65:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE AN ORDER FOR A BAREROOT SLASH PINE SEEDLINGS FOR REFORESTATION OF MULTIPLE AREAS AT THE WILLISTON MUNICIPAL AIRPORT AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: BENTON STEGALL AIRPORT MANAGER

PREPARED BY: BENTON STEGALL AIRPORT MANAGER

FISCAL IMPACTS: This part of the reforestation project will cost the airport about \$21,200. There will be other associated costs with the reforestation. All of this will be coming out of the airport fund.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS: ORDER FORM AND PURCHASE ORDER

☐ **CONTRACT** ☒ **RESOLUTION 2023-65** ☐ **MAP**

☐ **LEASE** ☒ **OTHER DOCUMENTS**

COUNCIL ACTION:

☐ **APPROVED**

☐ **DENIED**

RESOLUTION NUMBER 2023-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE AN ORDER FOR A BAREROOT SLASH PINE SEEDLINGS FOR REFORESTATION OF MULTIPLE AREAS AT THE WILLISTON MUNICIPAL AIRPORT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston generally agreed to approve the purchase of a Bare root Slash Pine Seedlings at a regular city council meeting.

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 amendment of to the public transportation grant agreement as described in

Section 3. This Resolution shall become effective immediately upon, adoption.

PASSED AND ADOPTED a meeting of the City Council this 22nd day of August 2023.

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, City Council President

ATTEST:

Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Kiersten Ballou, Attorney



WILTON SIMPSON
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Florida Forest Service

TREE SEEDLING ORDER FORM

Section 589.11(2), F.S.
Andrews Nursery (352) 493-6096

Make Check or Money Order

Payable To:

Florida Department of Agriculture and
Consumer Services

**Mail This Order Form With Payment
To:**

Andrews Nursery, Florida Forest Service
P.O. Drawer 849
Chiefland, Florida 32644

CUSTOMER INFORMATION

Name Stegall Benton
(Last) (First) (M.I.)
Address 1800 SW 19th Ave
City Williston State FL Zip 32696
Phone () 3525284900 () 3525284900
Daytime Evening
Contact Person () 3525284900
(If different from above) Contact Phone

Type of Land Ownership (Check one)

- ☐ 1. Federal ☐ 4. State Forest ☐ 7. Other Industry
☐ 2. Private ☐ 5. Other State Lands
☐ 3. Forest Industry ☒ 6. Other Government

COUNTY Levy

(Where seedlings will be planted)

ORDER NO: -

☐ I will **pick up** my seedlings at Andrews
Nursery. No Delivery Cost.

☒ I wish to have my seedlings **delivered** to
the following FFS delivery point. Delivery
Costs Apply. See Brochure for options.

Williston Municipal Airport, FL

Delivery Point

☒ I will notify the nursery at a later date
when I wish to receive my seedlings. Please
give 5 working days notice for both pickups
and deliveries.

☐ I have indicated a date for pickup or
delivery below.

SEEDLING TYPE	QUANTITY ORDERED	UNIT COST	SEEDLING COST	DELIVERY COST (If applicable)	Pickup or Delivery Date: mm/dd/yy
Bare Root Slash Elite	265000	\$ 70/1000	\$ 18550	\$ 2650	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
		\$	\$	\$	
			\$ 18550	\$ 2650	\$ 21,200
			TOTAL SEEDLING COST	TOTAL DELIVERY COST	GRAND TOTAL

OFFICE USE ONLY

Received By _____
Date Received _____
Check or M.O. Number _____
Issue Date _____

OFFICE USE ONLY

42-11- - - (EO)
009021 009026

INSTRUCTIONS FOR COMPLETING SEEDLING ORDER FORM

PLEASE READ THE ACCOMPANYING SEEDLING BROCHURE PRIOR TO COMPLETING THIS FORM. THE FLORIDA FOREST SERVICE IS NOT RESPONSIBLE FOR ERRORS DUE TO A FAILURE ON THE CONSUMER'S PART TO READ THE BROCHURE. ORDER FORMS THAT ARE INCOMPLETE OR ILLEGIBLE WILL BE RETURNED. IF YOU HAVE ANY QUESTIONS, PLEASE CALL THE ANDREWS NURSERY OFFICE (352-493-6096) OR YOUR COUNTY FORESTER.

- ☐ Fill in the customer information box. The name may be a person, organization, or a business. The address should be a mailing address. Please list both a day and evening telephone number. A contact person should be listed on orders from organizations or businesses, as well as on orders from individuals who wish to designate another person who will be responsible for their seedlings.
- ☐ Indicate the type of land ownership and the Florida county in which the seedlings will be planted.
- ☐ Andrews Nursery will assign an order number when we receive your order form. Do not write in this box.
- ☐ Indicate whether you will pick up your seedlings at Andrews Nursery (No delivery costs) or have your seedlings delivered to one of the FFS delivery points listed in the Seedling Brochure (delivery costs apply). If you wish to have your seedlings delivered, please write in the delivery point name from the brochure. Only one delivery point may be selected per order.
- ☐ Please indicate whether you will notify the nursery at a later date of when you wish to receive your seedlings --or-- whether you are selecting a date now. If you are selecting a date now, please list that date in the "Pickup or Delivery Date" box. The nursery recommends you wait until later in the year to schedule your seedlings, when your planting plans become more definite.
- ☐ Using information in the seedling brochure, fill in the seedling type, quantity ordered, unit cost, total seedling cost, and delivery costs (if applicable). If ordering more than one seedling type, total the "seedling cost" and "delivery cost" (if applicable) columns and fill in the "grand total" box. If you have selected a pick-up or delivery date, list that date in the "Pick-up or Delivery Date" box. Seedling orders may be divided into multiple deliveries. The nursery will be happy to assist you with scheduling.
- ☐ Verify the grand total of the order and mail the **completed form** along with full payment to Andrews Nursery. We can only accept checks or money orders made out to the "Florida Department of Agriculture & Consumer Services."
- ☐ The nursery will return a copy of the order to you, which will serve as your receipt. Your order number will be at the top of the returned copy. Please refer to your **Order Number** when discussing your order with the nursery.
- ☐ **You are responsible for notifying the nursery of when you wish to receive your seedlings. Orders that are never scheduled for pickup or delivery will be cancelled without refund on March 1st.**
- ☐ Please notify the nursery at least five (5) working days prior to the date you wish to receive your seedlings. This applies to both new scheduling and changes to existing scheduling.



Date: August 22, 2023

CITY COUNCIL AGENDA ITEM

TOPIC: Discussion with Possible Action Foreclosed Property

BACKGROUND / DESCRIPTION:

The City of Williston foreclosed on the property located at 541 W. Noble Ave. Williston. The property is in poor condition and will be worth about \$130,000 at surplus as-is and up to \$200,000 as a cleaned up lot. It will cost the City approximately \$25,000 to clean it.

LEGAL REVIEW: NA

FISCAL IMPACTS: Positive of \$105,000 to \$175,000

RECOMMENDED ACTION: Direct City staff to surplus as-is or clean the lot first.

ATTACHMENTS: Building Official Damage Report

ACTION:

EXISTING BUILDING DAMAGE ASSESSMENT



August 2, 2023

Laura Jones
City of Williston
Community Development & Grants Manager

Re: Building Damage Assessment 541 W. Nobles Avenue-PI# 0610400000

Location: 541 W. Nobles Avenue Williston, FL.

CODE REFERENCED: Florida Building Code Seventh Edition, (2020)
Florida Building Code – Existing Building Seventh Edition (2020)

Visual Inspection, observations:

1. Extensive structural damage to roof assembly area.
2. Interior finish in disrepair throughout.
3. Electrical systems and components damaged beyond repair.
4. Envelope of structure in overall poor condition.
5. Apparent extensive damage to over all structure from water intrusion.

Conclusion:

Per the Florida Building Code Existing Buildings 7th edition (2020). The extent of the repairs to make the structure habitable would be classified as a "Alteration level 3"

SECTION 604

ALTERATION—LEVEL 3

604.1 Scope. Level 3 *alterations* apply where the work area exceeds 50 percent of the *building area*.

All Structural, Mechanical, Plumbing and Electrical would all be required to be updated to the current code.

Structural aspects would include potential foundation.

Fungi testing would also be recommended lift, air, and wipe tests to determine the presence of mold.

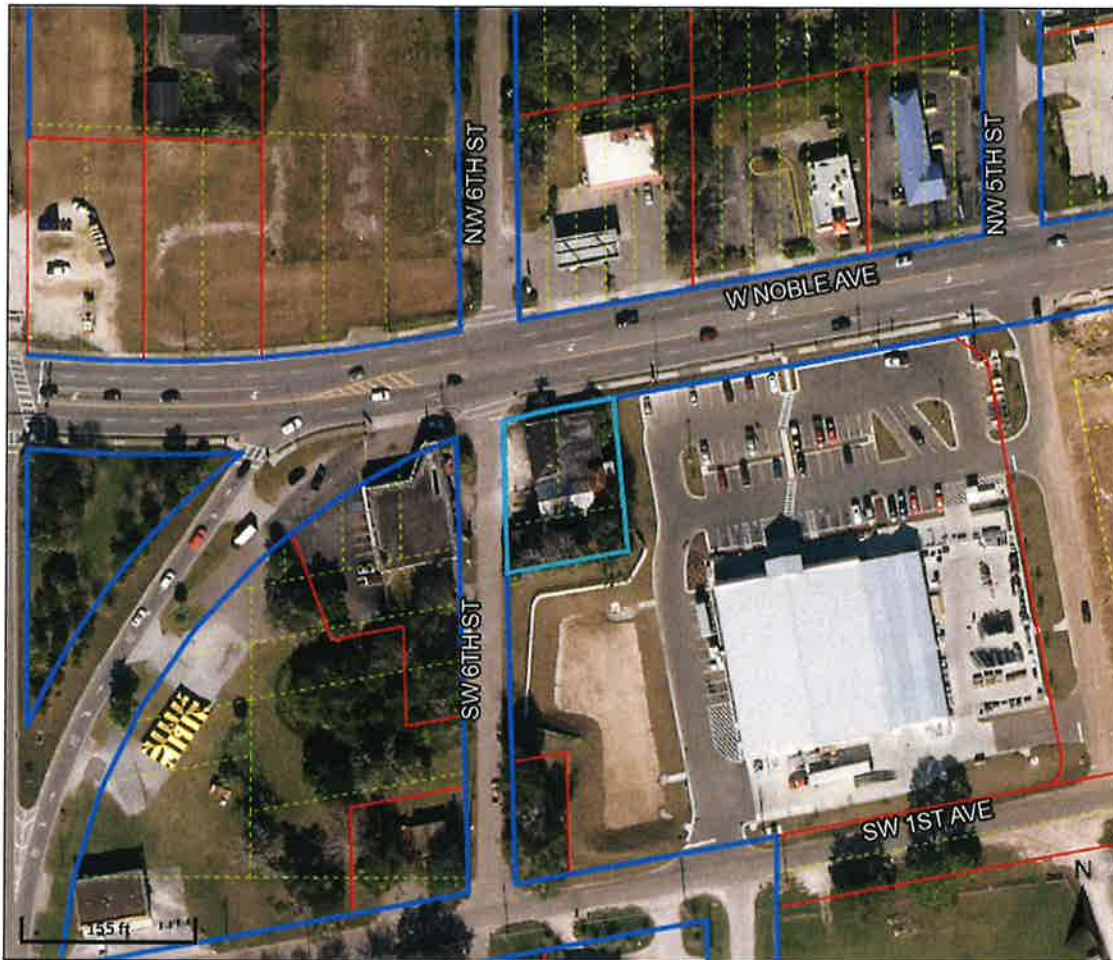
A project of this size and scope includes unknown financial commitments, without extensive destructive investigation prior to final design and build.

The properties marketable value without a structure should be considered.

Soliciting bids to Raze the structure complete would be a good starting point in forming a budget for the property.

If there is any way that I can be of assistance, or if you have any additional questions about this matter, please e-mail mstacks@safebuilt.com or call me at my office, 352/933-2964. Cordially,

Michael Stacks
Building Official
City of Williston Florida
Florida Licenses: BN7943, PX4712C, PBC-415.



Overview



Legend

- Parcels
- Parcel Lines**
 - Construction
 - Easement
 - Lot
 - Miscellaneous
 - Parcel
 - Private Road
 - Road Right of Way
 - Subdivision
 - Water
 - <all other values>
- Roads**
- City Labels**

Parcel ID	0610400000	Physical Address	541 W NOBLE AVE	Building Value	\$22,772	Last 2 Sales			
Property Use	1100 - STORE, 1 STORY	Address	WILLISTON	Extra Feature Value	\$704	Date	Price	Reason	Qual
Taxing District	WILLISTON	Mailing Address	PESSO MICHAEL	Market Land Value	\$52,416	7/1/1990	\$45000	01	U
			716 W NOBLE AVE	Ag Land Value	\$52,416	n/a	0	n/a	n/a
			WILLISTON FL	Just Value	\$75,892				
Acres	0.21		32696	Assessed Value	\$75,892				
				Taxable Value	\$75,892				

Date created: 8/17/2023

Last Data Uploaded: 8/16/2023 7:33:54 PM

Developed by  **Schneider**
GEOSPATIAL

Date: August 22, 2023

CITY COUNCIL AGENDA ITEM

TOPIC: Lien Reduction Request

BACKGROUND / DESCRIPTION:

Roswell Development Group LLC, Florida City, FL 33034
51 NE 10 ST

Owned property since 2006. Known as repeat offenders. Offence was clearing land then abandoning it and not maintaining the property.

Property 0622400000, Location Address, 4090 NE 11 ST, was sold at a tax sale without a title search. As the liens were attached to all 3 addresses, it makes no financial difference in this case.

Requesting lien reduction to 5% prior to sale of property. Offer is under contract for \$20,000.

LEGAL REVIEW: NA

FISCAL IMPACTS: TBD

RECOMMENDED ACTION: Decide on a reduction of Lien

ATTACHMENTS: Lien

ACTION:

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

**BOARD OF ADJUSTMENTS AND CODE ENFORCEMENT
OF THE CITY OF WILLISTON, FLORIDA**

pu CITY OF WILLISTON, FLORIDA

vs.

Case No. CV20-16

Roswell Development Group, LLC
PO BOX 343425
Florida City, Fl 33034

Instrument # 675969
OR BK: 1562 PG: 37-3pg(s)
REC: 12/15/2020 9:29 AM
Danny J. Shipp, Levy County Clerk, Florida
Rec: \$27 00

Respondent

Deputy Clerk MBASS1

ORDER IMPOSING ADMINISTRATIVE FINE/LIEN

This CAUSE came on for public hearing before the Board on November 23, 2020, pursuant to Chapter 46 of the City of Williston Code of Ordinances. After due notice to the Respondent, and the Board, having heard testimony under oath, received evidence, and heard argument of the code enforcement officer or land development regulations administrator thereupon issues its Findings of Fact and Conclusion of Law and order as follows:

I. FINDINGS OF FACT

The Board makes the following findings of fact:

1. That the Respondent(s), Roswell Development Group, LLC, is the owner(s) of real properties located at 51 NE 10th Street (Parcel 0622100000), 4090 NE 11th Street (Parcel 0622400000), Vacant Lot (Parcel 0621500000) which is within the corporate municipal boundaries of the City of Williston, Florida.
2. That sufficient evidence was presented by the code enforcement office to demonstrate that property constitutes a hazardous land as defined in Section 48-2, City of Williston Code of Ordinances.
3. That sufficient evidence was presented by the code enforcement office to demonstrate that there exists upon this property excessive vegetation.
4. That the Respondent did not attend the meeting to present any defense.

II. CONCLUSIONS OF LAW

Based upon the testimony heard and the evidence presented, the Code Enforcement Board concludes:

1. That the properties located at 51 NE 10th Street (Parcel 0622100000), 4090 NE 11th Street (Parcel 0622400000), Vacant Lot (Parcel 0621500000) are hazardous because of the excessive vegetation.

Based upon the above conclusions, the Code Enforcement Officer or Land Development Regulations Administrator may proceed accordingly with enforcement under Chapter 46, Article VII of the City of Williston Code of Ordinances.

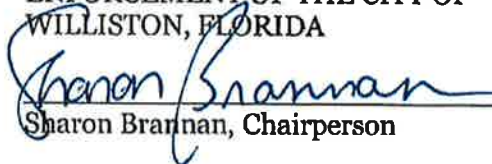
II. FINAL ADMINISTRATIVE ORDER

1. The violation(s) of the City of Williston Code Section 48-5, Unsafe Buildings and Hazardous land on real properties located at 51 NE 10th Street (Parcel 0622100000), 4090 NE 11th Street (Parcel 0622400000), Vacant Lot (Parcel 0621500000), Williston, Florida, in Levy County.

2. In accord with the Order of the Board, there is hereby imposed upon 51 NE 10th Street (Parcel 0622100000), 4090 NE 11th Street (Parcel 0622400000), Vacant Lot (Parcel 0621500000), a fine in the amount of Twenty-Five Dollars (\$25.00) per day, beginning December 3, 2020, for each day the violation(s) continue(s), which shall continue to accrue daily unless and until the violation(s) is (are) cleared or until extinguished by law, plus Administrative fees in the amount of \$250.00.

DONE AND ORDERED THIS 23rd day of November 2020, at Williston, Levy County, Florida.

BOARD OF ADJUSTMENT AND CODE
ENFORCEMENT OF THE CITY OF
WILLISTON, FLORIDA


Sharon Brannan, Chairperson

(STATE OF FLORIDA)
(COUNTY OF LEVY)

The foregoing instrument was acknowledged before me this 24th day of November 2020, by Sharon Brannan Chairperson of the City of Williston, Board of Adjustment and Code Enforcement, and who being personally known to me.

Nicole Bouse
Notary Public

CERTIFICATE OF SERVICE



I HEREBY CERTIFY that a true and correct copy of the above and foregoing Findings of Fact, Conclusions of Law and Order has been furnished by certified mail to the Respondent, Roswell Development Group, LLC., PO BOX 343425, Florida City, FL 33034 this 24th day of November 2020.

[Signature]
Laura Jones, Board Secretary

Date: August 22, 2023

COUNCIL AGENDA ITEM

TOPIC: DISCUSSION WITH POSSIBLE ACTION: INCREASE IN LEGAL SERVICES WITH FOLDS & WALKER.

**REQUESTED BY: CITY MANAGER TERRY BOVAIRD
PREPARED BY: CITY CLERK LATRICIA WRIGHT**

BACKGROUND / DESCRIPTION:

LEGAL REVIEW:

FISCAL IMPACTS: \$14,113.56 OVER CURRENT CONTRACT

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**

FOLDS WALKER, LLC
ATTORNEYS AT LAW

ALLISON E. FOLDS†

S. SCOTT WALKER†

L. ALISON WALKER
NORMAN BLEDSOE
A. DEREK FOLDS
KIERSTEN N. BALLOU
DANIELLE C. ADAMS

DAVID W. WAGNER, *Of Counsel*
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GAINESVILLE, FL 32601
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WWW.FOLDSWALKER.COM

† Certified Family and Circuit Civil Mediator

July 25, 2023

Terry Bovaird
City Manager, City of Williston
city.manager@willistonfl.org

Re: Attorney Retainer

Dear Terry:

As we are heading into budget season for the fiscal year commencing October 1, 2023, we believe now would be a prudent time to propose an increase in our monthly retainer fee to closer align the services received by the City with the retainer fee. Over the first 22 months our firm represented the City (September 2021 to June 2023), we have provided services valued at, on average, \$8,926.47 per month. At our discounted governmental rate of 80% our usual hourly rate, that number is \$7,141.18 per month. Please see included with this letter a copy of the invoices over the last 22 months.

As you know, our present monthly retainer is \$3,823.87. To work toward bridging this gap, we would propose a new monthly retainer fee of \$5,000 to begin with the October 1, 2023, fiscal year.

As you can see, this proposed increase would still reflect significant cost savings to the City (over \$3,300 per month in savings on average) while also serving to closer align the services provided with the retainer.

Very Sincerely Yours,


S. Scott Walker, Esq.
FOLDS WALKER, LLC

Date: August 22, 2023

COUNCIL AGENDA ITEM

TOPIC: DISCUSSION WITH POSSIBLE ACTION: GENERAL EMPLOYEE PENSION FUND TO ALLOW FOR EMPLOYEE CONTRIBUTION TO INCLUDE ALL HOURS WORKED.

**REQUESTED BY: COUNCIL PRESIDENT DEBRA JONES
PREPARED BY: CITY CLERK LATRICIA WRIGHT**

BACKGROUND / DESCRIPTION: ALLOW THE GENERAL EMPLOYEES OF THE CITY OF WILLISTON CURRENTLY CONTRIBUTE TO THE GENERAL EMPLOYEE PENSION FUND BASED ON THEIR STANDARD FORTY-HOURS A WEEK.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS: RESOLUTION 2022-60

COMMISSION ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**

RESOLUTION 2022-60

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING THE GENERAL EMPLOYEE PENSION FUND TO ALLOW FOR EMPLOYEE CONTRIBUTION TO INCLUDE ALL HOURS WORKED AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, the City of Williston has a General Employee Pension fund,

WHEREAS the general employees of the City of Williston currently contribute to the General Employee Pension fund based on their standard forty-hours a week,

WHEREAS it is recommended that this be changed to all hours worked, for any general employee contribution.

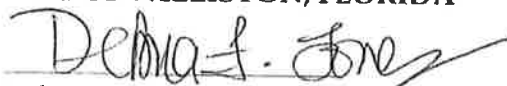
NOW, THEREFORE, BE IT RESOLVED by the City of Williston, Levy County, Florida, that:

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

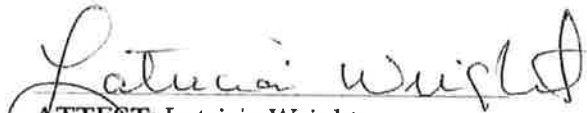
SECTION 2. This resolution shall become effective upon two pay periods from passage.

PASSED AND ADOPTED on Sept 6, 2022.

CITY OF WILLISTON, FLORIDA



Debra Jones, President
Williston City Council



ATTEST: Latricia Wright
City Clerk

COUNCIL AGENDA ITEM

TOPIC: Resolution 2023-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING HUMAN RESOURCES TO DESIGNATE A FULL-TIME INFORMATION TECHNOLOGY TECHINCIAN FOR COWLINK AND MOVE THE CURRENT SPLIT POSITION BETWEEN NATURAL GAS AND INFORMATION TECHNOLOGY TO FULL TIME IN THE NATURAL GAS DIVISION AND PROVIDE AN EFFECTIVE DATE.

PREPARED BY: Donald Barber, Public Works Supervisor / Aaron Mills, I.T. Director

BACKGROUND / DESCRIPTION:

1. Two Full-time positions will be created per Council's request.
2. The final pay rate will be 52K for the new IT Technician through Cowlink.
3. The current pay rate will be used for the Natural Gas Compliance Technician
4. Job Description(s) to be created after approval and before hire date.

LEGAL REVIEW: NO

FISCAL IMPACTS: YES, New budget item for staffing. Already apart of the new proposed budget.

RECOMMENDED ACTION: To formally approve and establish an effective date.

ATTACHMENTS: Resolution 2023-66

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

RESOLUTION 2023-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING HUMAN RESOURCES TO DESIGNATE A FULL-TIME INFORMATION TECHNOLOGY TECHINCIAN FOR COWLINK AND MOVE THE CURRENT SPLIT POSITION BETWEEN NATURAL GAS AND INFORMATION TECHNOLOGY TO FULL TIME IN THE NATURAL GAS DIVISION AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, the City of Williston has received a need for further assistance in Information Technology, due to growth and;

WHEREAS a split position between Natural Gas and Information Technology has not been effective for both divisions and;

WHEREAS the City of Williston will authorize Human Resources create two full-time positions of Public Works full-time Natural Gas Compliance officer, and Information Technology's full-time Cowlink technician, and;

WHEREAS the City of Williston finds that it is necessary to create two full-time positions with benefits to retain a reliable technician for Cowlink installs and maintenance and continue meeting compliance standards in its Natural Gas Division.

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

SECTION 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

SECTION 2. The City Council hereby accepts the Terms and Conditions of the Proposal.

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

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PASSED AND ADOPTED at a meeting of the City Council this 22nd day of August 2023.

CITY OF WILLISTON, FLORIDA

Debra Jones, Council President

ATTEST:

Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Kiersten Ballou, Attorney

Date: August 22, 2023

CITY COUNCIL AGENDA ITEM

TOPIC: Resolution 2023-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR STATE OF FLORIDA FISCAL YEAR 2024-2025.

BACKGROUND / DESCRIPTION:

The City of Williston, Florida is considering applying for the FRDAP Grant for Cornellious Willimas Park.

LEGAL REVIEW: NA

FISCAL IMPACTS: \$50,000

RECOMMENDED ACTION: Approve Resolution 2023-67

ATTACHMENTS: Resolution 2023-67

ACTION:

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

CITY COUNCIL RESOLUTION NO. 2023-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR STATE OF FLORIDA FISCAL YEAR 2024-2025.

WHEREAS, the City of Williston desires to submit an application to the Florida Department of Environmental Protection for a Florida Recreation Development Assistance Program Grant to benefit the local residents.

WHEREAS, there is a present and growing need for outdoor recreation opportunities among persons of all ages within the City of Williston, Florida corporate limits and among those visiting the area, and

WHEREAS, the City recognizes this need for additional recreational opportunities; and

WHEREAS, meeting the increasing demand for, recreation opportunities can best be met with the improvements and additions to the City of Williston's Cornelious William's Park as detailed in the application for funding in which the City is submitting an application in the 2024-2025 application cycle requesting \$50,000.00 in grant funds.

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

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

Section 2. That the City of Williston hereby authorizes the filing of an application for a Florida Recreation Development Assistance Program Grant, and

Section 3. That the Council President of the City of Williston is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on August 31, 2023.

Section 4. That as part of the application for the Florida Recreational Development Assistance Program (FRDAP) grant, the Capital Improvements Element of the Comprehensive Plan of the City of Williston, Florida will be amended to include the development of the Cornelius Williams Park in the City of Williston, if the project is funded in the 2024 - 2025 application cycle.

Section 5. This resolution shall become effective immediate upon passage and adoption by the City Council.

PASSED AND ADOPTED by the City Council of the City of Williston, Florida at a regular meeting on this ____ day of _____, 2023.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones, City Council
President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Kiersten Ballou, Attorney