

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

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

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Charles Goodman  
Council President Debra Jones  
Vice-President 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 – MAYORS STUDENT OF THE MONTH. Lusvin Rodriguez Merida, (12th Grade Williston Middle-High School), Joseph Mauldin, (11<sup>th</sup> Grade Williston Middle-High School), Mi'Yonnie Days,( 4<sup>th</sup> Grade Williston Elementary), LeLand Zimmerman, (4<sup>th</sup> Grade, Williston Elementary), and Everest Martel (1st Grade, Joyce Bullock Elementary). (pp 6-8)

ITEM – 3 – PUBLIC PARTICIPATION

ITEM – 4 – CONSENT AGENDA – (pp 9-12)

- Council minutes from October 17 , 2023

ITEM – 5 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL
- MAYOR

ITEM – 6 – NEW BUSINESS –

- A. CITY OF WILLISTON DOWNTOWN MASTER PLAN PRESENTATION:  
KATHIE EBAUGH, AICP, DIRECTOR OF PLANNING JBPRO. (pp 13-22)
- B. RESOLUTION 2023-95: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, DESIGNATING THE PROPERTY LOCATED

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- AT 630 AND 650 W. NOBLE AVENUE, AND 31 AND 41 N.W. 7<sup>TH</sup> STREET, WILLISTON, FLORIDA 32696, AS THE BW NOBLE GREEN REUSE AREA PURSUANT TO SECTION 376.80(2)(C), FLORIDA STATUTES, FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION, JOB CREATION, AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY CLERK TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING AN EFFECTIVE DATE. **BRETT C. BRUMUND, ESQ. AND CITY PLANNER LAURA JONES.** ( pp 23-36)
- C. RESOLUTION 2023-96: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON ELECTRIC DEPARTMENT TO PURCHASE NEEDED UNDERGROUND ELECTRIC WIRE FOR CONTINUED SERVICE AND GROWTH FOR THE UTILITIES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE. **PUBLIC WORKS SUPERVISOR DONALD BARBER.** (pp 37-43)
- D. RESOLUTION 2023-97: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PURCHASE OF GOLF CART SIGNS FROM SMART SIGNS; AUTHORIZING APPROPRIATE PARTIES TO EXECUTE ALL RELEVANT DOCUMENTS TO EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE. **UTILITY DIRECTOR JONATHEN BISHOP.** (pp 44-52)
- E. RESOLUTION 2023-98: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING A CONTRACT BETWEEN THE CITY OF WILLISTON AND STATION AUTOMATION, INC. (DBA PSTRA) FOR CHECKLIST AND INVENTORY MANAGEMENT SOFTWARE RELATED TO THE FIRE STATION; AUTHORIZING APPROPRIATE PARTIES TO SIGN THE CONTRACT AND PROVIDING AN EFFECTIVE DATE. **FIRE CHIEF LAMAR STEGALL.** (pp 53-88)
- F. RESOLUTION 2023-99: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON CITY MANAGER TO PURCHASE NEEDED ELECTRIC SUPPLIES AND MATERIALS FOR CONTINUED SERVICE AND GROWTH FOR THE UTILITIES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE. **ELECTRICAL SUPERVISOR MICHAEL MILLER.** (pp 89-94)

**OPEN PUBLIC HEARING**

ORDINANCE 2023-722: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING, RESTATING, CONSOLIDATING, SUPPLEMENTING, AND REPLACING THE CITY OF WILLISTON ORDINANCES; PROVIDING A TITLE AND PURPOSE; PROVIDING DEFINITIONS; PROVIDING ACRONYMS; PROVIDING FOR CONNECTIONS WITH CITY WATER, WASTEWATER, AND RECLAIMED WATER SYSTEMS REQUIRED WITH CERTAIN EXCEPTIONS; ESTABLISHING FOR A LINE EXTENSION PROGRAM; REGULATING WATER, WASTEWATER, AND RECLAIMED

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WATER CONNECTIONS FOR IMPROVEMENTS; METERS REQUIRED; PROHIBITING CROSS CONNECTIONS BETWEEN SYSTEMS; PROVIDING FOR INSTALLATION OF AND STANDARDS FOR BACKFLOW PREVENTION DEVICES; PROHIBITING UNLAWFUL CONNECTIONS AND INTERFERENCE WITH HYDRANTS OR WATER, WASTEWATER, AND/OR RECLAIMED WATER SERVICES; REGULATING CONSTRUCTION OR ALTERATION OF WATER DISTRIBUTION SYSTEM, WASTEWATER COLLECTION SYSTEM, OR RECLAIMED WATER DISTRIBUTION SYSTEM CONNECTED TO THE CITY WATER, WASTEWATER, OR RECLAIMED WATER SYSTEM; PROVIDING FOR CONNECTION OF IMPROVEMENTS WITHIN AREAS SERVED BY WATER, WASTEWATER, AND/OR RECLAIMED WATER UTILITY SYSTEMS ACQUIRED BY THE CITY; PROVIDING FOR MAINTENANCE OF PLUMBING SYSTEMS; PROHIBITING UNLAWFUL DAMAGE TO CITY WATER, WASTEWATER, AND/OR RECLAIMED WATER SYSTEM; PROVIDING FOR RIGHT OF ENTRY FOR PURPOSE OF MAKING INSPECTION; PROVIDING FOR WATER, WASTEWATER AND/OR RECLAIMED WATER LINES TO BE CITY PROPERTY; PROVIDING FOR WATER, WASTEWATER AND RECLAIMED WATER CAPACITY COMMITMENTS; PROVIDING FOR CANCELLATION OF WATER AND WASTEWATER CAPACITY COMMITMENTS AND FORFEITURE OF UNIT CONNECTION FEES; PROVIDING FOR WASTE DISCHARGE LIMITS AND PROHIBITIONS; PROVIDING FOR INDUSTRIAL WASTEWATER DISCHARGE PERMITTING; PROVIDING FOR PUBLIC INFORMATION ON INDUSTRIAL USERS; PROVIDING FOR WATER RATES, CHARGES AND FEES; PROVIDING FOR WASTEWATER RATES, CHARGES AND FEES; PROVIDING FOR RECLAIMED WATER RATES, CHARGES AND FEES; PROVIDING FOR PAYMENT OF FEES AND BILLS, REFUSAL OR DISCONTINUANCE OF SERVICE, AND DELINQUENT NOTICES; PROVIDING FOR WATER, WASTEWATER AND RECLAIMED WATER TAPPING FEES AND WASTEWATER SERVICE LOCATION ASSISTANCE FEE; PROVIDING FOR WATER, WASTEWATER AND RECLAIMED WATER UNIT CONNECTION FEES; PROVIDING FOR COLLECTION OF WASTEWATER FEES WHERE OWNER HAS PRIVATE OR OTHER WATER SUPPLY; PROVIDING FOR DEPOSITS FOR WATER, WASTEWATER, AND/OR RECLAIMED WATER; PROVIDING FOR REFUND OF DEPOSITS AND INTEREST ON DEPOSITS; PROVIDING FOR WATER, WASTEWATER, AND/OR RECLAIMED WATER DEPOSITS FOR DELINQUENT ACCOUNT HOLDERS AND HIGH RISK PENALTY CHARGES; PROVIDING FOR WATER, WASTEWATER, AND/OR RECLAIMED WATER SERVICE CHARGES; PROVIDING FOR WATER, WASTEWATER AND/OR RECLAIMED WATER BILLING ADJUSTMENTS; PROVIDING FOR RETURNED PAYMENTS; PROVIDING FOR DISCONTINUANCE OF SERVICE AT ACCOUNT HOLDER'S REQUEST; DEPOSIT TRANSFERS; PROHIBITING FREE SERVICE; PROVIDING FOR CHANGES TO RATES AND COSTS; PROVIDING FOR ENFORCEMENT AND PENALTIES; ESTABLISHING PROCEDURE FOR APPEALS; PROVIDING FOR JURISDICTION; PROVIDING FOR

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SEVERABILITY; PROVIDING FOR EFFECT OF THIS ORDINANCE ON PREVIOUS ORDINANCES; AND CONFLICTING ORDINANCE REPEALED; CONSOLIDATING OPERATION OF MAIN DIVISION; MAKING ORDINANCE AVAILABLE TO THE PUBLIC; INCORPORATION OF SCHEDULES AND EXHIBITS; PROVIDING FOR AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. (pp 95-220)

**CLOSE PUBLIC HEARING**

G. DISCUSSION WITH POSSIBLE ACTION: CITY CLERK PERFORMANCE EVALUATION. HR DIRECTOR KRYSTAL PATTERSON. (pp 221-261)

ITEM – 7 – PUBLIC PARTICIPATION

ITEM - 8 - ANNOUNCEMENTS

ITEM – 9 – ADJOURNMENT

**NEXT SCHEDULED COUNCIL MEETING NOVEMBER 21, 2023, AT 6:00 P.M.**

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

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

Meeting ID: 069017976

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

Or dial:

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

Access Code / Meeting ID: 069017976

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

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

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

Council Meeting Procedures for members of the Public

1. All cell phones to be turned off when entering the Council Chambers.



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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.

**Date: 11/07/2023**

**COUNCIL AGENDA ITEM**

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**TOPIC: MAYORS STUDENT OF THE MONTH.**

**REQUESTED BY: MAYOR GOODMAN**

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

**BACKGROUND / DESCRIPTION: SEE ATTACHED.**

## **MAYORS STUDENT OF THE MONTH FOR NOVEMBER**

### **Williston Middle-High School:**

**Lusvin Rodriguez Merida**

**12th Grade**

**Parent(s):**

**Juana Rodriguez**

**Nominated by: Scarlett McGowan who made the following comments:**

Lusvin is hard working, conscientious, polite, and positive! The list goes on and on! Lusvin works very hard in class. Lusvin is always willing to help. He is very deserving of recognition for his character and work ethic!

### **Williston Middle-High School:**

**Joseph Mauldin**

**11th Grade**

**Parent(s):**

**Logan & Teresa Mauldin**

**Nominated by: Scarlett McGowan who made the following comments:**

Joseph has been my intern for two periods and his help is invaluable! Always prompt, not afraid to ask, he likes new challenges. Joseph has good grades and a great attitude. Thank you, Joseph, for all that you do.

### **Joyce Bullock Elementary School:**

**Everest Martel**

**1st Grade**

**Parent(s):**

**Matthew Martel**

**Nominated by: Mrs. Graham who made the following comments:**

I have been lucky enough to teach Everest for kindergarten and now I get the opportunity to teach her again but, this time in first grade! I have witnessed her grow academically and socially. She loves reading and is a rockstar in math. Everest has always been kindhearted, selfless, and caring! I love how Everest is so observant - she always knows how to make people smile. Every day she greets me with a beautiful drawing. My days are better because of her! She is resilient and I can't wait to see all that she accomplishes! I love you Everest Jade!

**Williston Elementary School:**

**Mi'Yonnie Days**

**Parent(s):**

**4th Grade**

**Satoria Lewis**

**Nominated by: Ms. Beckham who made the following comments:**

Mi'yonnie is a very smart and hardworking student. Her sweet personality shines through in her daily effort to help her peers and WES staff members. Mi'yonnie is always on task and does everything asked of her. She is a model student both academically and behaviorally. Mi'yonnie deserves to be the student of the month for Williston Elementary School.

**Williston Elementary School:**

**LeLand Zimmerman**

**Parent(s):**

**4th Grade**

**Jessica Zimmerman**

**Nominated by: Ms. Lamb who made the following comments:**

Leland is an amazing helper and asset to myself and his peers! He is constantly lending a helping hand to those around him when he sees that they need it, and he does so with grace and kindness. Leland preserves through all challenges put before him and has a wonderful can do attitude. Leland has earned to be WES student of the month.



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

DATE: TUESDAY, OCTOBER 17, 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 - Absent  
Councilmember Darfeness Hinds

OTHERS:

City Manager Terry Bovaird  
Finance Director Stephen Bloom  
City Attorney Kiersten Ballou  
City Clerk Latricia Wright

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and pledge led by Mayor Goodman.

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

Chief Stegall asked to table Item 7 (B). Motion to approve agenda as amended by Vice-President Robinson. Seconded by Councilmember Hinds. Motion carried 4-0.

ITEM - 2 - PROCLAMATION: DECLARING OCTOBER 16-22 AS FLORIDA CITY

GOVERNMENT WEEK. MAYOR GOODMAN. – Mayor Goodman presented City Manager Terry Bovaird the Florida City Government Week proclamation.

ITEM – 3 – PROCLAMATION: DECLARING OCTOBER AS COMMUNITY PLANNING

MONTH. MAYOR GOODMAN. – Mayor Goodman presented City Planner Laura Jones the Community Planning Proclamation.

ITEM – 4 – PUBLIC PARTICIPATION – Marvin Johnson Co-chair of the Friends of the Cornelius Williams Park Committee.

ITEM – 5 – CONSENT AGENDA – Motion to approve Consent Agenda by Vice-President Jerry Robinson. Seconded by Councilmember Cox. Motion carried 4-0.

- Council minutes from October 3, 2023

ITEM – 6 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD -Pesso building on NW Main Street, has been taken down and all debris has been removed. Brownfield meeting Thursday October 19<sup>th</sup> at 5:30 to discuss the Wawa clean-up.

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- STAFF – Fire Chief Lamar Stegall asked Council would they be having a second meeting in December. Consensus from Council to cancel the December 19<sup>th</sup> meeting.
- COUNCIL – President Jones discussed the General Pension plan not up to date with Florida Statue. The city needs to update its plan.
- MAYOR – None

ITEM – 7 – NEW BUSINESS –

- A. DISCUSSION OF THE CITY OF WILLISTON 2022 FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR’S REPORT. HELEN PAINTER WITH PURVIS AND GRAY. – Helen Painter discussed the Audit with Council.
- B. DISCUSSION WITH POSSIBLE ACTION: FIRE DEPARTMENT TRACKING SOFTWARE. JIMMY WILLIS ASSISTANT CHIEF. Tabled
- C. DISCUSSION WITH POSSIBLE ACTION: STATE REVOLVING FUND (SRF) REQUEST FOR INCLUSION (RFI) CITY MANAGER TERRY BOVAIRD. Motion to have Council President sign Clean Water List Agreement by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 4-0.
- D. RESOLUTION 2023-82: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING A PROPOSED PRELIMINARY PLAT FOR THE MAJOR SUBDIVISION LAUREL POINT PHASE 1, OR BOOK 1517, PAGE 888, (PARCEL #0433200000) INTO ONE COMMERCIAL LOT AND 15 RESIDENTIAL LOTS. CITY PLANNER LAURA JONES. Swore in City Planner Laura Jones and Surveyor Stephen McMillen. Motion to approve Resolution 2023-82 by Vice-President Robinson. Seconded by Councilmember Hinds. Motion carried 4-0.
- E. A RESOLUTION 2023-83: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING A PROPOSED PRELIMINARY PLAT FOR THE MAJOR SUBDIVISION TOWNES OF WILLISTON, OR BOOK 1582, PAGE 858 (PARCEL #0510000000) INTO 58 LOTS. CITY PLANNER LAURA JONES. – Swore in City Planner Laura Jones, Surveyor Stephen McMillen, and resident Merdith Martin. Motion to deny until we get traffic study completed by Councilmember Hinds. Seconded by Vice-President Robinson. Motion carried 3-1. President Jones, Vice-President Robinson, and Councilmember Hinds voted “Yah”. Councilmember Cox voted “Nay”.
- F. RESOLUTION 2023-89: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA; APPOINTING JANET SOKOLAY TO THE PLANNING AND ZONING COMMISSION TO SEAT 7, RESPECTIVELY, FOR TERMS BEGINNING OCTOBER 31, 2023, AND ENDING OCTOBER 31, 2026; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. –

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Motion to approve Resolution 2023-89 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 4-0.

- G. RESOLUTION 2023-90: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING A PROPOSED RE-PLAT FOR CENTRAL PARK REPLAT OF PART OF BLOCK 3 (PARCEL #0476900000 & PARCEL #0477600000). CITY PLANNER LAURA JONES. – Motion to approve Resolution 2023-90 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 4-0.
- H. RESOLUTION 2023-91: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PASSERO ASSOCIATES SUPPLEMENTAL AGREEMENT 23-26 REGARDING THE BOX HANGAR DESIGN 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. – Motion to approve Resolution 2023-91 by Vice-President Robinson. Seconded by Councilmember Hinds. Motion carried 4-0.
- I. RESOLUTION 2023-92: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 44473-1-94-01 REGARDING THE WILLISTON MUNICIPAL AIRPORT – DESIGN & CONSTRUCT NEW HANGAR BUILDINGS AT WILLISTON MUNICIPAL AIRPORT – ADDING ADDITIONAL FUNDING; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AMENDMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. – Motion to approve Resolution 2023-92 by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 4-0.
- J. RESOLUTION 2023-93: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE FACILITY USE INDEMNITY AGREEMENT FOR USE OF WILLISTON COMMUNITY ANIMAL RESCUE BY WILLISTON ANIMAL GROUP; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE SUCH AGREEMENT ATTACHED AS EXHIBIT “A”; AND PROVIDING AN EFFECTIVE DATE. CITY MANAGER TERRY BOVAIRD. – Motion to approve Resolution 2023-93 as revised by Vice-President Robinson. Seconded by Councilmember Cox. Motion carried 4-0.

ITEM – 8 – PUBLIC PARTICIPATION – None

ITEM - 9 – ANNOUNCEMENTS – Police Chief Rolls thanked City Manager Bovaird and IT Manager Aaron Mills for installing computers in the Police Cars. Attorney Kiersten Ballou announced Ethics training will be held at Folds & Walker’s office, December 6<sup>th</sup> at 4:00 p.m.

CITY OF WILLISTON, FLORIDA  
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ITEM – 10 – ADJOURNMENT – Motion to adjourn at 8:50 by Vice-President Robinson.  
Seconded by Councilmember Hinds. Motion carried 4-0.



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**CITY COUNCIL AGENDA ITEM**

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**TOPIC:** City of Williston Downtown Master Plan Presentation

**PREPARED BY:** Laura Jones, City Planner

**REQUESTED BY:** Kathie Ebaugh, AICP, Director of Planning JBPRO

**BACKGROUND / DESCRIPTION:**

The city of Williston has been awarded funding to create a Downtown Master Plan from the Florida Department of Commerce. The City has contracted JBPRO to assist in developing an economic development strategy for the downtown of the city and surrounding neighborhoods and commercial areas that is tailored specifically to Williston's unique needs, goals, and economic character.

**LEGAL REVIEW:** NA

**FISCAL IMPACTS:** None

**RECOMMENDED ACTION:** None

**ATTACHMENTS:** Presentation



# Williston Main Street

The Heart of Our Community



# Williston Main Street: Master Plan



- Project Review
- Project Schedule & Components
- Main Street Target Area
- Discussion

# Williston Main Street: Master Plan

## *Master Plan Project*

- Guide for envisioning Williston Main Street
- Support implementing CRA efforts
- Focused discussion about Main Street economic, cultural, and civic center
- Process for engaging the Williston community
- Tool for identifying common Main Street goals
- Roadmap of Main Street initiatives, projects, and planning practices



# Williston Main Street: Master Plan *Engagement*

- Leadership presentations
- Stakeholder workshops
- Community open house
- Roadshow activities
- Pop-up outreach
- Vision-ideas board
- Online discussion



# Williston Main Street: Master Plan

## *Vision-based Planning Effort*

- Envision Main Street
  - Today
  - Tomorrow
  - Future
- Unify entire community
  - Businesspeople
  - Community members
  - Youth
  - City leadership
  - City staff
- Main Street Initiatives
  - Economy
  - Culture
  - Civic





# Williston Main Street: Master Plan

## *Components*

### Main Street Economic Vision Framework:

February 2024

- Policy & Code changes
- Design features
- Public spaces & civic assets
- Streetscape & parking
- Utility infrastructure

### Main Street Conditions Assessment:

February 2024

- Boundary analysis
- SWOT analysis

### Prioritized Main Street Initiatives:

May 2024

- Main Street development plan
- 10–20-year to-do list
- Economic strategy
- Design standards

# Williston Main Street: Master Plan

## *Draft Vision Framework & Data Assessment*

### October '23: Kickoff

- Leadership presentations
- Community survey
- Technical review
- Online engagement
- Vision Boards

### December '23: Visioning

- Popup event
- Roadshow presentations
- Online engagement
- Vision Boards

### November '23: Visioning

- Stakeholder
- Joint workshop
- Community open house
- Roadshow presentations
- Online engagement
- Vision Boards

### January '24: Draft Vision

- Stakeholder workshop
- Technical review
- Leadership presentations
- Community open house

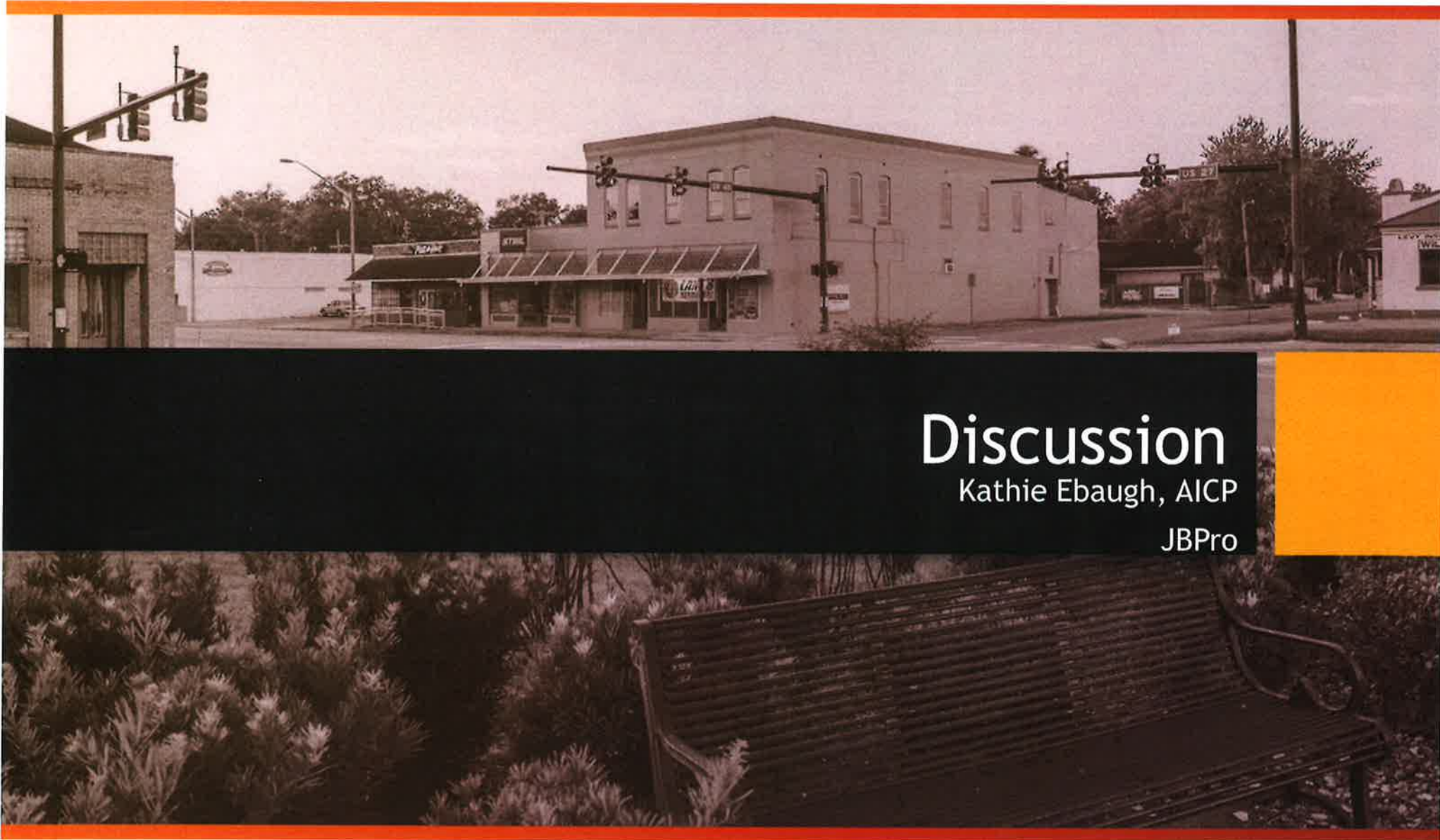
**Data Assessment**



# Williston Main Street *Master Plan Map*

- North
  - Youth Fields
  - Entrance to City
  - Heritage Park
- Center
  - Downtown
  - City Hall
- South
  - Open space
  - Schools
  - Fields





# Discussion

Kathie Ebaugh, AICP  
JBPro

**CITY COUNCIL AGENDA ITEM**

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**TOPIC: RESOLUTION 2023-95: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 630 AND 650 W. NOBLE AVENUE, AND 31 AND 41 N.W. 7TH STREET, WILLISTON, FL 32696, AS THE BW NOBLE GREEN REUSE AREA PURSUANT TO SECTION 376.80(2)(C), FLORIDA STATUTES, FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION, JOB CREATION, AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY CLERK TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING AN EFFECTIVE DATE.**

**REQUESTED BY: Brett C. Brumund, Esq.**

**PREPARED BY: Laura Jones, City Planner**

**LEGAL REVIEW: NA**

**FISCAL IMPACTS: None**

**RECOMMENDED ACTION: Approve 1<sup>st</sup> Reading of Resolution 2023-95**

**ATTACHMENTS: Resolution 2023-95**

**ACTION:**

\_\_\_\_\_ **APPROVED**

\_\_\_\_\_ **DISAPPROVED**

## CITY COUNCIL RESOLUTION 2023-95

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, DESIGNATING THE PROPERTY LOCATED AT 630 AND 650 W. NOBLE AVENUE, AND 31 AND 41 N.W. 7TH STREET, WILLISTON, FL 32696, AS THE BW NOBLE GREEN REUSE AREA PURSUANT TO SECTION 376.80(2)(C), FLORIDA STATUTES, FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION, JOB CREATION, AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY CLERK TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Sections 376.77 – 376.85, Florida Statutes, the State of Florida has provided for designation of a “brownfield area” by resolution at the request of the person who owns or controls one or more real estate parcels, to provide for their environmental remediation and redevelopment and promote economic development and revitalization generally; AND

**WHEREAS**, BW Noble and 7, LLC (the “Applicant”), owns the property located at 630 and 650 W. Noble Avenue, and 31 and 41 N.W. 7th Street, Williston, FL 32696, identified by Parcel Numbers 0610300000, 0609900000, 0610000000, 0610100000, and 0610200000 (the “Property”), as depicted and legally described on Exhibit “A”; AND

**WHEREAS**, the Applicant plans to redevelop and rehabilitate the five parcels of land on the Property as a gas station and convenience store with an adjacent pad for future retail use (the “Project”); AND

**WHEREAS**, the Applicant has requested that the City Council designate the Property as the BW Noble Green Reuse Area pursuant to Section 376.80(2)(c), Florida Statutes; AND

**WHEREAS**, the applicable procedures set forth in Sections 376.80 and 166.041, Florida Statutes, have been followed and proper notice has been provided in accordance with Sections 376.80(1) and 166.041(3)(c)(2), Florida Statutes; AND

**WHEREAS**, the City Council has reviewed the criteria set forth in Section 376.80(2)(c), Florida Statutes, and has determined that the Property qualifies for designation as a “brownfield area” because the following requirements have been satisfied:

1. the Applicant owns the Property which is proposed for designation and has agreed to rehabilitate and redevelop it;
2. the rehabilitation and redevelopment of the Property will result in economic productivity in the area and will create at least five new permanent, full time equivalent jobs at the Property;



3. the redevelopment of the Property for the Project is consistent with the City's Comprehensive Plan and is a permissible use under the City's land development regulations;
4. proper notice of the proposed rehabilitation of the Property has been provided to neighbors and nearby residents, and the Applicant has provided those receiving notice the opportunity to provide comments and suggestions regarding the rehabilitation; AND
5. the Applicant has provided reasonable assurance that it has sufficient financial resources to implement and complete a rehabilitation agreement and redevelopment plan; AND

**WHEREAS**, the City desires to notify the Florida Department of Environmental Protection of its resolution designating the Property as the BW Noble Green Reuse Area to further its rehabilitation and redevelopment for purposes of Sections 376.77 – 376.85, Florida Statutes; AND

**WHEREAS**, such designation shall not render the City liable for costs of site rehabilitation or source removal, as those terms are defined in Section 376.79(19) and (20), Florida Statutes, or for any other costs, above and beyond those costs attributed to the adoption of this Resolution; AND

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

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

**Section 2.** The City Council finds that the Applicant has satisfied the criteria set forth in Section 376.80(2)(c)1-5, Florida Statutes, and designates the Property depicted and legally described on Exhibit "A" as the BW Noble Green Reuse Area for purposes of Sections 376.77 – 376.85, Florida Statutes.

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

**Section 4.** The City Clerk, or a designee, shall notify the Florida Department of Environmental Protection of the adoption of this Resolution.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**PASSED AND ADOPTED** at a meeting of the City Council of the City of Williston this 7<sup>TH</sup> day of November 2023.

**CITY OF WILLISTON,**

---

Debra Jones, Council President

**ATTEST:**

---

Latricia Wright, City Clerk

**APPROVED AS TO FORM AND LEGALITY:**

---

Scott Walker or Kiersten Ballou,  
City Attorney



First Public  
Hearing for BW  
Noble Green  
Reuse Area  
Designation

November 7,  
2023



THE GOLDSTEIN  
ENVIRONMENTAL LAW FIRM



# INTRODUCTION – KEY DEFINITIONS

- “Brownfield sites” - real property, the expansion, redevelopment, or reuse of which may be complicated by actual or perceived environmental contamination. § 376.79(4), Florida Statutes (“F.S.”)
- “Brownfield area” means a contiguous area of one or more brownfield sites, some of which may not be contaminated, and which has been designated by a local government by resolution. Such areas may include all or portions of community redevelopment areas, enterprise zones, empowerment zones, other such designated economically deprived communities and areas, and Environmental Protection Agency-designated brownfield pilot projects. § 376.79(5), F.S.



# INTRODUCTION - PROPERTY LOCATION

630 and 650 W. Noble Avenue, and 31 and 41  
N.W. 7th Street, Williston, FL 32696



## Parcel ID Numbers:

- 0610300000;
- 0609900000;
- 0610000000;
- 0610100000; and
- 0610200000.



# OVERVIEW OF PROJECT ENVIRONMENTAL MATTERS – HISTORICAL USE

- Various uses from at least 1940 to present
  - Hotel
  - Residential
  - Restaurant
  - Auto repair
  - Electric motor and pump repair
- Former auto repair and motor/pump repair uses identified as Recognized Environmental Condition (“REC”)
- Three underground storage tanks removed from site in 2022
  - 1,000-gallon
  - Two, 500-gallon



## Background

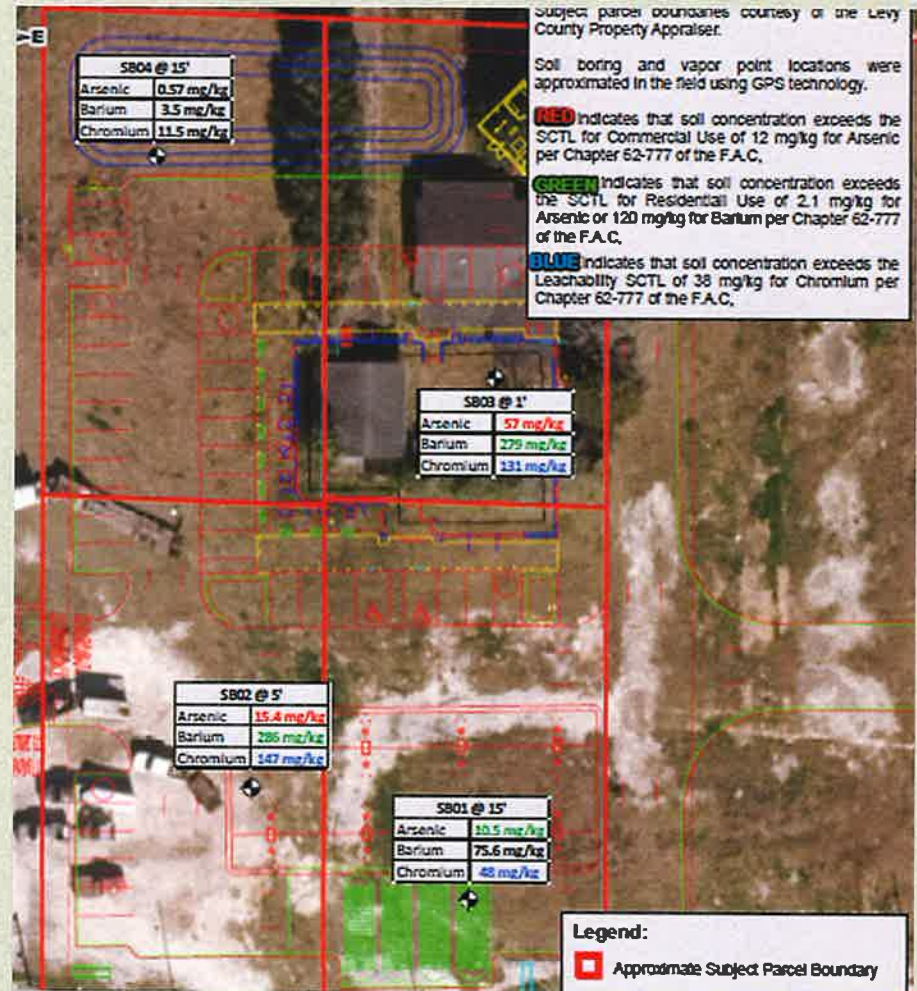
NGI conducted a Phase I ESA on the subject property (NGI Job No. R0739.1 dated January 14, 2022). During the assessment, NGI identified the following Recognized Environmental Condition:

- An address on the subject property (41 NW 7th Street) was listed as Dave's Auto Works in 1998 and Wallace Electric Motor and Pump in 2003. The facility has been demolished and no publicly available inspections or assessment documents were found. Based on our experience with similar facilities, impacts to the soil by petroleum products and/or hazardous materials is likely. Therefore, these listings represent a Recognized Environmental Condition for the subject property.



# OVERVIEW OF PROJECT ENVIRONMENTAL MATTERS – CURRENT CONDITIONS

- BW Noble conducted soil sampling during a Phase II Environmental Site Assessment (“ESA”) to evaluate RECs
- Vapor analysis from neighboring UST sites also conducted – No Concerns
- Soil Analytical Results – 4 Soil Borings
  - Arsenic at concentrations up to 57 mg/kg
  - Barium at concentrations up to 286 mg/kg
  - Chromium in soils at concentrations up to 147 mg/kg; above leachability criteria
- Groundwater not encountered during investigation

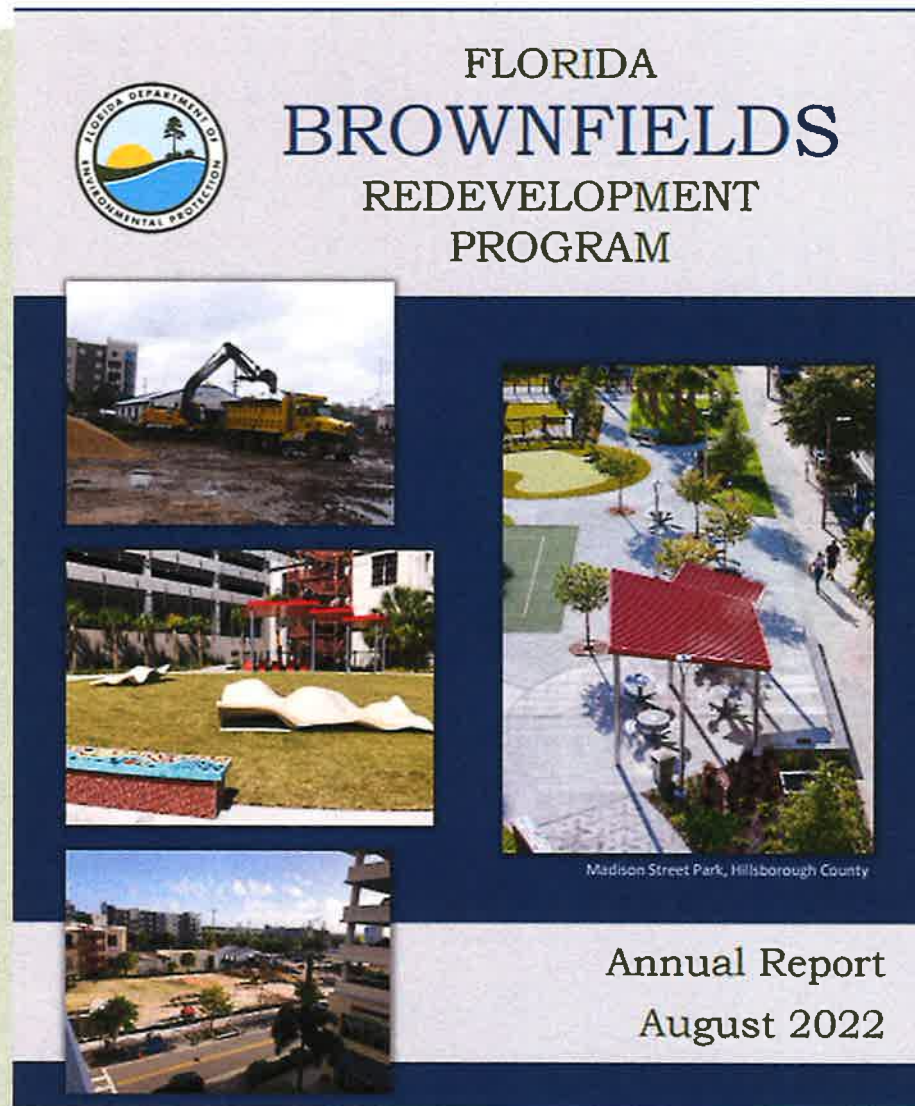




# PROPERTY REUSE PLANS

- 6,119 sq. ft. Wawa convenience store and gas station with 16 fueling positions
- 3,500 sq. ft. retail pad
- Wawa project to start in next 6 months with completion up to 1 year later

# FLORIDA'S BROWNFIELDS REDEVELOPMENT PROGRAM





# BROWNFIELD AREA DESIGNATION PROCESS

- Brownfield Area designations are governed by the provisions of § 376.80, Florida Statutes (“F.S.”) of Florida’s Brownfields Redevelopment Act
- For a designation proposed by a private party, § 376.80(2)(C), F.S., applies
- Process:
  - Provide notice
  - Hold community meeting
  - Conduct two public hearings
  - Adopt a resolution following consideration of five criteria

## The 2022 Florida Statutes

<a href="#">Title XXVIII</a>	<a href="#">Chapter 376</a>	<a href="#">View Entire Chapter</a>
NATURAL RESOURCES; CONSERVATION, RECLAMATION, AND USE	POLLUTANT DISCHARGE PREVENTION AND REMOVAL	
<b>376.80 Brownfield program administration process.—</b>		
(1) The following general procedures apply to brownfield designations:		
(a) The local government with jurisdiction over a proposed brownfield area shall designate such area pursuant to this section.		
(b) For a brownfield area designation proposed by:		
1. The jurisdictional local government, the designation criteria under paragraph (2)(a) apply, except if the local government proposes to designate as a brownfield area a specified redevelopment area as provided in paragraph (2)(b).		
2. Any person, other than a governmental entity, including, but not limited to, individuals, corporations, partnerships, limited liability companies, community-based organizations, or not-for-profit corporations, the designation criteria under paragraph (2)(c) apply.		
(c) Except as otherwise provided, the following provisions apply to all proposed brownfield area designations:		
1. Notification to department following adoption.—A local government with jurisdiction over the brownfield area must notify the department, and, if applicable, the local pollution control program under s. <a href="#">403.182</a> , of its decision to designate a brownfield area for rehabilitation for the purposes of ss. <a href="#">376.77-376.86</a> . The notification must include a resolution adopted by the local government body. The local government shall notify the department, and, if applicable, the local pollution control program under s. <a href="#">403.182</a> , of the designation within 30 days after adoption of the resolution.		
2. Resolution adoption.—The brownfield area designation must be carried out by a resolution adopted by the jurisdictional local government, which includes a map adequate to clearly delineate exactly which parcels are to be included in the brownfield area or alternatively a less-detailed map accompanied by a detailed legal description of the brownfield area. For municipalities, the governing body shall adopt the resolution in accordance with the procedures outlined in s. <a href="#">166.041</a> , except that the procedures for the public hearings on the proposed resolution must be in the form established in s. <a href="#">166.041</a> (3)(c)2. For counties, the governing body shall adopt the resolution in accordance with the procedures outlined in s. <a href="#">125.66</a> , except that the procedures for the public hearings on the proposed resolution shall be in the form established in s. <a href="#">125.66</a> (4)(b).		



# BROWNFIELD AREA DESIGNATION PROCESS

## ■ Five Criteria for Designation:

- ☒ 1. requested by person who owns or controls the brownfield site and who has agreed to redevelop and rehabilitate it;
- ☒ 2. the rehabilitation and redevelopment will result in economic productivity and will create at least 5 jobs;
- ☒ 3. the redevelopment is consistent with the local comprehensive plan and is permissible under local land development regulations;
- ☒ 4. notice has been provided to neighbors and nearby residents and the applicant has afforded those receiving notice an opportunity for comments and suggestions about rehabilitation; and
- ☒ 5. the applicant has provided reasonable assurance that they have sufficient financial resources to complete rehabilitation and redevelopment.

# QUESTIONS/ANSWERS



Unearthing Opportunity Everywhere.

We'll help you see through our eyes.

 **THE GOLDSTEIN**  
ENVIRONMENTAL LAW FIRM  
(305) 777-1680 • [GOLDSTEINENVLAW.COM](http://GOLDSTEINENVLAW.COM)

*Special Emphasis on Cleanup and Reuse of Former Fueling Stations, Landfills, Automobile Dealerships, Golf Courses, and Agricultural Sites*

- Environmental Due Diligence
- Environmental Liability Analysis and Protection
- Hiring & Management of Qualified Environmental Consultants
- Brownfield Grants
- Brownfield Tax Incentives
- Brownfield Loan Guarantees
- Assistance with Securing Acquisition Financing & Placing Environmental Insurance
- Negotiation of Voluntary Cleanup Agreements & Covenants Not-to-Sue
- Integration of Cleanup and Construction Requirements
- Regulatory Approvals to Build on Contaminated Development Sites

November 7th, 2023

**CITY COUNCIL AGENDA ITEM**

---

**RESOLUTION 2023- 96**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON ELECTRIC DEPARTMENT TO PURCHASE NEEDED ELECTRIC UNDERGROUND WIRE FOR CONTINUED SERVICE AND GROWTH FOR THE UTILITIES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.**

**TOPIC: Electric Underground wire,**

**REQUESTED BY: DONALD BARBER, PUBLIC WORKS SUPERVISOR**

**BACKGROUND / DESCRIPTION:**

Wire prices are continuing to skyrocket. In order for the electrical department to continue normal operations, the staff is requesting the council to approve the purchase of underground primary wire. Most of this cost will come with re-reimbursement as it is for new development and growth of electric services. The current lowest bid is \$35,00 with a lead time of two weeks with the highest bid being \$43,00 with a lead time of 7 months.

**LEGAL REVIEW:   None**

**FISCAL IMPACTS:   YES,**

**RECOMMENDED ACTION: *Approval***

**ATTACHMENTS: Gresco quote Exhibit A/ Tristate Exhibit B/ NNC exhibit C**

**ACTION:**

**\_\_\_\_\_ APPROVED**

**\_\_\_\_\_ DISAPPROVED**

## **RESOLUTION 2023-96**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON TO PURCHASE NEEDED ELECTRIC WIRE FOR CONTINUED SERVICE AND GROWTH FOR THE UTILITIES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The City of Williston has an obligation to provide safe and effective utility services; and

**WHEREAS,** The City has determined that it is necessary to use funds for the acquisition of electrical underground wire; and

**WHEREAS,** The City Council authorizes the purchase not to exceed 40,500 for 1/0 underground wire; and

**WHEREAS,** This resolution repeals all resolutions in conflict with it; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the city of Williston, Florida, that:

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

**SECTION 2.** The City Council hereby authorizes the funds for the purchase of needed equipment for continued operations.

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**PASSED AND ADOPTED** at a meeting of the City Council this 7<sup>th</sup> day of November, 2023.

**CITY OF WILLISTON, FLORIDA**

---

Debra Jones, Council President

**ATTEST:**

---

Latricia Wright, City Clerk

**APPROVED AS TO FORM AND LEGALITY:**

---

Scott Walker or Kiersten Ballou  
City Attorney





# Quote



Entered Date  
8/2/23

Taken By  
jlip

Customer #  
1264

Order #  
20126911-00

PO #  
Quote- 1/0 15KV

Page #  
1

**Bill To**  
CITY OF WILLISTON  
PO BOX 160  
WILLISTON, FL 32696-0160

**Ship To**  
CITY OF WILLISTON  
50 NW MAIN ST  
WILLISTON, FL 32696-2043

**Remit To**  
GRESKO  
PO BOX 932918  
ATLANTA, GA 31193-2918

## Instructions

**Ship Point**  
Gresco-Wildwood, FL

**Via**  
Gresco Truck

**Shipped**

**Terms**  
Net 30 Days

**SlsRepln/Out**  
jlip / asym

## Notes

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	1/015KVTRXLP-PRIORITY COND URDPR XLPE 1/0 15KV 220MIL FN W/JACKET MANUFACTURER STOCK 2 X 2500' REELS	5,000.00	FT	7.10	FT	35,500.00
1	Lines Total	Total Order Quantity	5,000.00		Subtotal	35,500.00
					Taxes	0.00
					Total	35,500.00



TRI-STATE UTILITY PRODUCTS, INC.  
160 GARRETT DRIVE  
HAVANA, FLORIDA 32333  
PHONE: 850-539-8088  
FAX: 850-539-8087

**QUOTATION NUMBER**

2008582-0000-02

WILLIS

**BILL**

**TO:** CITY OF WILLISTON  
50 N.W. MAIN ST.  
PO DRAWER 160  
WILLISTON FL 32696-0

**SHIP**

**TO:** CITY OF WILLISTON  
25 S.W 1ST AVE.  
WILLISTON FL 32696-0

**CUSTOMER P.O. NO.** RFQ 1**CUSTOMER P.O. NO.** RFQ 1

\*\*\*QUOTATION\*\*\*\*\*QUOTATION\*\*\*\*\*QUOTATION\*\*\*\*\*QUOTATION\*\*\*\*\*QUOTATION\*\*\*

QUOTATION NUMBER		SLSMN.	QUOTATION DATE	ORDERED BY	CUSTOMER P.O. NUMBER		DATE	
2008582-0000-02		281	09/13/23	215	RFQ 1			
INSTRUCTIONS								PAGE NO.
							P	1
QUANTITY			DISP.	ITEM CODE AND DESCRIPTION	U/M	MULT.	UNIT PRICE	AMOUNT
ORDERED	B.O./RET.	SHIPPED						
10000				* 1C #1/0 AL FILLED 15KV 100% 175MILS, TRXLPE W/FCN (16W X 14), LLDPE JKT, MV-90, URD  ----- *LEAD TIME = 225 DAYS* ----- *WILL BE DELIVERD IN ENCLOSED VAN* -----	EA		4.3000	43000.00

Omission of quotation number or reference to an expired quotation will result in application of standard price at time of shipment. Standard terms and conditions of sale to apply. Deviations pertaining to the quantities, prices, or duration of the above quotation are not valid unless confirmed in writing by TRI-STATE UTILITY PRODUCTS, INC.

**Thank You**

TRI-STATE UTILITY PRODUCTS, INC.

ALL PRICES ARE BASED ON	ACCEPTANCE BY	AND ARE FIRM THRU
----------------------------	---------------	-------------------

<b>SUB TOTAL</b>	43,000.00
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED./OTHER TAX	0.00
STATE TAX	0.00
PAYMENT REC'D.	0.00



<b>TOTAL AMOUNT DUE</b>
43,000.00

BY \_\_\_\_\_

Latricia Wright

From: Jason Lee  
Sent: Thursday, November 2, 2023 11:15 AM  
To: Latricia Wright  
Subject: nnc quote

HOME > CART

Product	Price	Length/Qty
<div></div> <div>1/0 STRANDED ALUMINUM CONDUCTOR 15KV URD - FULL NEUTRAL 133% C1F1: 0 C2F2: 0 C3F3: 0 C4F4: 0 C5F5: 0</div>	\$7.65	<div>5000 FT</div> <div> Edit</div> <div>Click here for reel edit option</div>

[Remove All](#)



Update cart



Continue shopping



Subtotal

SUBTOTAL \$38,250.00

GRAND TOTAL \$38,250.00

JASON LEE  
CITY OF WILLISTON  
LOGISTICS AND PURCHASING  
PHONE: (352)441-5875  
[JASON.LEE@WILLISTONFL.ORG](mailto:JASON.LEE@WILLISTONFL.ORG)



**PUBLIC RECORDS NOTICE:** Under Florida law, e-mail addresses are public record. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this public entity. Instead, contact this office by phone or in person. Fl Statutes Section 668.6076

**Date: 11/7/2023**

---

**COUNCIL AGENDA ITEM**

---

**RESOLUTION 2023-97**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILLISTON, FLORIDA, APPROVING THE PURCHASE OF GOLF CART  
SIGNS FROM SMART SIGNS; AUTHORIZING APPROPRIATE  
PARTIES TO EXECUTE ALL RELEVANT DOCUMENTS TO  
EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE**

**REQUESTED BY: JONATHAN BISHOP, UTILITY DIRECTOR**

**PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY**

**FISCAL IMPACTS: \$18,804.83 in accordance with attached quote.**

**RECOMMENDED ACTION: Staff recommends approval.**

**ATTACHMENTS:**

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2023-97	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

**COUNCIL ACTION:**

☐ **APPROVED**

☐ **DENIED**



**RESOLUTION NUMBER 2023-97**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILLISTON, FLORIDA, APPROVING THE PURCHASE OF GOLF CART  
SIGNS FROM SMART SIGNS; AUTHORIZING APPROPRIATE  
PARTIES TO EXECUTE ALL RELEVANT DOCUMENTS TO  
EFFECTUATE SAME; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the City of Williston has previously passed an ordinance allowing for the operation of golf carts on certain roads within the corporate limits of the City of Williston; and

**WHEREAS**, a requirement of said ordinance is that streets designated for golf cart use must be marked with signage indicating same; and

**WHEREAS**, City staff worked with the City Engineer to determine which roads would be eligible for golf cart use and to determine how many signs would be required in order to comply with the City's ordinance; and

**WHEREAS**, the City of Williston received three quotes for the installation of the required signs; and

**WHEREAS**, SmartSign submitted the lowest bid at \$18,804.83 as outlined in the quotes attached as **Exhibit A**; and

**WHEREAS**, it is in the best interest of the City of Williston to purchase the required signs from SmartSign as said company submitted the lowest quote.

**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 purchase of the required signs for golf cart roadway designation from SmartSign in accordance with the quote from SmartSign attached hereto in **Exhibit A**.

**Section 3.** 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 7<sup>th</sup> day of November, 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:**

\_\_\_\_\_  
Latricia Wright, City Clerk

**Approved as to Form and Legality:**

\_\_\_\_\_  
S. Scott Walker, City Attorney or  
Kiersten N. Ballou, City Attorney



## QUOTATION

Newman Signs Inc.  
PO Box 1728  
Jamestown, ND 58402  
Phone: 800-437-9770

**\*\*Given the current market conditions, after one week, this quote is subject to change at any time at the discretion of Newman Traffic Signs.\*\***

Quote #: TRFQTE068578

Quote Date: 9/13/2023

Customer Number: WIL-03-007

Ship Via: MIDWEST

Sales Rep: David Nygren

FOB: ORIGIN

Payment Terms: Net 30

## Bill To:

CITY OF WILLISTON  
PO BOX 160  
WILLISTON FL, 32696

## Ship To:

CITY OF WILLISTON  
25 SW 1 AVE  
WILLISTON FL, 32696

Header Note:

SEQ	Item Number/Cost Code/Description/Note	Quantity	Unit Price	Extended Price
1	SPECIALTRAFFIC T-SP024030/2K3A-2 24X30 .080 1 POST STD PUNCH/RADIUS S/F HIP G/B/W W/BORDER (92EA0 (GOLF CART SYM) OK BEYOND THIS POINT	92.00	31.84	2,929.28
2	SPECIALTRAFFIC T-SP024030/2K3A-2 24X30 .080 1 POST STD PUNCH/RADIUS S/F HIP R/B/W W/BORDER (112EA) (NO GOLF CART SYM) PROHIBITED BEYOND THIS POINT	112.00	31.73	3,553.76
3	T-W11-1130/2E3B 30X30 .080 1 POST STD PUNCH/RADIUS HIP B/Y GOLF CART SYM	10.00	35.94	359.40
4	SPECIALTRAFFIC T-SP024012/2M3B 24X12 .080 1 POST STD PUNCH/RADIUS S/F HIP B/Y W/BORDER (10EA) X-ING	10.00	18.42	184.20
5	T-TLS-2-10 TELESPAR 2 IN X 10'-12 GA	250.00	41.22	10,305.00
6	FREIGHT-TRAFFIC FREIGHT TRAFFIC SALES	1.00	2,072.54	2,072.54

9/13/2023 10:56:33 AM



## QUOTATION

Newman Signs Inc.  
PO Box 1728  
Jamestown, ND 58402  
Phone: 800-437-9770

**\*\*Given the current market conditions, after one week, this quote is subject to change at any time at the discretion of Newman Traffic Signs.\*\***

Quote #: TRFQTE068578

Quote Date: 9/13/2023

Customer Number: WIL-03-007

Ship Via: MIDWEST

Sales Rep: David Nygren

FOB: ORIGIN

Payment Terms: Net 30

**Bill To:**

CITY OF WILLISTON  
PO BOX 160  
WILLISTON FL, 32696

**Ship To:**

CITY OF WILLISTON  
25 SW 1 AVE  
WILLISTON FL, 32696

**Header Note:**

Subtotal:	19,404.18
Tax:	0.00
Total:	\$19,404.18

Total subject to any applicable tax and freight charges. Additional freight charges for residential delivery, inside delivery, liftgate delivery, limited access delivery, or other charges incurred will be invoiced to the customer.

9/13/2023 10:56:33 AM



QUOTE# Q-625718

**SmartSign**

A SmartSign Store  
300 Cadman Plaza West, Suite 1303  
Brooklyn, NY 11201  
Billing: (718) 797-1900 x117  
Sales: (800) 952-1457

Date: 10/9/2023 2:46:16 PM

### Billing address

Jason Lee  
City of Williston  
50 NW MAIN ST  
WILLISTON, FL 32696-2043  
United States  
Phone: (352) 441-5875

### Shipping address

Jason Lee  
City of Williston  
25 SW 1ST AVE  
WILLISTON, FL 32696-2503  
United States  
Phone: (352) 441-5875

Hi Jason Lee,

Here is your quote! Your quote number is **Q-625718**.

My name is **Christopher Arnaud** and I will be your assigned sales representative. Please contact me for any questions about this quote or to place your order. You may call me at **(800) 952 1457 x 7157** or email me at **Christopher@smartsign.com**. I hope to hear from you soon!

If you are tax-exempt, please send over your tax-exempt form so taxes can be removed. If you are ordering a custom item, an official proof will be sent for your approval for production once the order is placed.



Package 1

Shipping Method : Regular Overweight Shipping



#### Product description

1. Reflective Aluminum Sign

Size:24" x 30"

Part #:S-3743-24X30

Material:Engineer Grade Reflective Aluminum Sign, 80 mil

Unit Price

\$60.10/Sign

Package: 1 Sign

Qty.

92 Signs

Amount

\$5,529.20



2. Reflective Aluminum Sign

Size:24" x 30"

Part #:S-3743-24X30

Material:Engineer Grade Reflective Aluminum Sign, 80 mil

\$55.25/Sign

Package: 1 Sign

112 Signs

\$6,188.00



3. Reflective Aluminum Sign

Size:12" x 24"

Part #:S-3743-12X24

Material:Engineer Grade Reflective Aluminum Sign, 80 mil

\$31.05/Sign

Package: 1 Sign

10 Signs

\$310.50



4. Heavy Duty High Strength U-Channel Sign Posts - 8' tall (3-1/16" Wide)

Size:96" x 3.0625" (H x W)

Part #:K-153-8K

Material:Green Baked Enamel Posts

\$42.35/Post

Package: 1 Post

112 Posts

\$4,743.20



Package 2

Shipping Method : Regular Overweight Shipping



1. Reflective Aluminum Sign

Size:30" x 30"

Part #:LQ-3026

Material:Engineer Grade Reflective Aluminum  
Sign, 80 mil

\$92.45/Sign

Package: 1 Sign

10 Signs

\$924.50

+ Sign Set-Up Charge

\$0.00

1 Order

\$0.00

Item Total:

\$924.50

Please note that **this quote** will expire in **30 days** and the **shipping cost** is subject to change after **5 days**. We accept major credit cards, checks, ACH / wire transfers, and net 30 terms.

Items (5) :

\$17,695.40

Rebate :

(\$1,769.54)

Shipping :

\$1,410.00

Total before tax :

\$17,335.86

Sales Tax :

\$1,468.97

Grand Total:

**\$18,804.83**



64 Outwater Lane, Garfield, NJ 07026 | Toll Free: 800-274-6271 | Ph: 973-340-7888 | Fax: 973-340-7809

Quote # 44846

## Billing/Shipping Information

**Brimar Account #**   
**Shipping Method:**   
**Payment Terms:**   
**Billing Name:**   
**Billing Address 1:**   
**Billing Address 2:**   
**City:**   
**State:**   
**Zip:**   
**Email:**   
**Phone:**   
**Fax:**   
**Contact:**

**Quote Date:**   
**Rep Name:**   
**Shipping Name:**   
**Shipping Address 1:**   
**Shipping Address 2:**   
**City:**   
**State:**   
**Zip:**   
**Contact:**   
**PO:**   
**Job:**   
**Tag:**

### THE WEBSITE THAT THE CUSTOMER FOUND US ON MUST BE CHECKED BELOW

☐ CCW ☐ ParkingSign ☐ Pipemarkers ☒ Safetysign ☐ SOS ☐ Trafficsign ☐ Waferseals

## Item Information

Product Code / Part #	Size	Color Bkgd/Letter	Product Details	Quantity	Unit Price	Extended Price
X1273M-E1H	24 x 30"	White/Green/Black	Golf carts Beyond this Point OK - .080" Engineering Grade Reflective Aluminum - Two 3/8" holes (one at top, one at bottom)	92	\$54.25	\$4991.00
X1273M-E1H	24 x 30"	White/Red/Black	Golf carts Prohibited this Point OK - .080" Engineering Grade Reflective Aluminum - Two 3/8" holes (one at top, one at bottom)	112	\$49.95	\$5594.40
F7334-D2H	30" Diamond	Yellow/Black	Golf Cart Crossing Sign - .080" Engineering Grade Reflective Aluminum - Two 3/8" holes (one at top, one at bottom)	10	\$64.25	\$642.50
Sign	24x12"	Yellow/Black	X-ING - .080" Engineering Grade Reflective Aluminum - Two 3/8" holes (one at top, one at bottom)	10	\$43.85	\$438.50
Y3537-2SQ10	10'	Galvanized Steel	10' Galvanized Square Sign Post - 14 Gauge Galvanized Steel	112	\$87.00	\$9744.00

Notes or Special Instructions		SALES TAX NEXUS ESTABLISHED	<input type="radio"/> Yes <input type="radio"/> No
		CUSTOMER SALES TAX EXEMPT	<input type="radio"/> Yes <input type="radio"/> No
Terms & Conditions	This quote is valid for 15 days from date of issue	Sub Total \$	\$21410.40
	Above prices are based on information provided at the time of quote request. Brimar reserves the right to reevaluate this quote upon receipt of order. Any changes to quantity or items ordered will impact the cost of the order.	Sales Tax	
	Prices do not include freight unless noted	Freight	\$1349.35
	Please reference quote # when placing the order	Total Amount \$	\$22759.75
		Tax Exempt Certificate MUST be sent when order is PLACED. No Certificates Will Be Accepted After Order is Placed.	



64 Outwater Lane, Garfield, NJ 07026 | Toll Free: 800-274-6271 | Ph: 973-340-7889 | Fax: 973-340-7809

Quote # 44846

## Billing/Shipping Information

Brimar Account #   
 Shipping Method:   
 Payment Terms:   
 Billing Name:   
 Billing Address 1:   
 Billing Address 2:   
 City:   
 State:   
 Zip:   
 Email:   
 Phone:   
 Fax:   
 Contact:

Quote Date:   
 Rep Name:   
 Shipping Name:   
 Shipping Address 1:   
 Shipping Address 2:   
 City:   
 State:   
 Zip:   
 Contact:   
 PO:   
 Job:   
 Tag:

### THE WEBSITE THAT THE CUSTOMER FOUND US ON MUST BE CHECKED BELOW

☐ CCW ☐ ParkingSign ☐ Pipemarkers ☒ Safetysign ☐ SOS ☐ Trafficsign ☐ Waferseals

## Item Information

Product Code / Part #	Size	Color Bkgd/Letter	Product Details	Quantity	Unit Price	Extended Price
X1273M-E1H	24 x 30"	White/Green/Black	Golf carts Beyond this Point OK - .080" Engineering Grade Reflective Aluminum - Two 3/8" holes (one at top, one at bottom)	92	\$54.25	\$4991.00
X1273M-E1H	24 x 30"	White/Red/Black	Golf carts Prohibited this Point OK - .080" Engineering Grade Reflective Aluminum - Two 3/8" holes (one at top, one at bottom)	112	\$49.95	\$5594.40
F7334-D2H	30" Diamond	Yellow/Black	Golf Cart Crossing Sign - .080" Engineering Grade Reflective Aluminum - Two 3/8" holes (one at top, one at bottom)	10	\$64.25	\$642.50
Sign	24x12"	Yellow/Black	X-ING - .080" Engineering Grade Reflective Aluminum - Two 3/8" holes (one at top, one at bottom)	10	\$43.85	\$438.50
Y3537-2SQ10	10'	Galvanized Steel	10' Galvanized Square Sign Post - 14 Gauge Galvanized Steel	112	\$87.00	\$9744.00

Notes or Special Instructions		SALES TAX NEXUS ESTABLISHED	<input type="radio"/> Yes <input type="radio"/> No
		CUSTOMER SALES TAX EXEMPT	<input type="radio"/> Yes <input type="radio"/> No
Terms & Conditions	This quote is valid for 15 days from date of issue	Sub Total \$	\$21410.40
	Above prices are based on information provided at the time of quote request. Brimar reserves the right to reevaluate this quote upon receipt of order. Any changes to quantity or items ordered will impact the cost of the order.	Sales Tax	
	Prices do not include freight unless noted	Freight	\$1349.35
	Please reference quote # when placing the order	Total Amount \$	\$22759.75
		Tax Exempt Certificate MUST be sent when order is PLACED. No Certificates Will Be Accepted After Order is Placed.	



Date: 11/07/2023

## COUNCIL AGENDA ITEM

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### RESOLUTION 2023-98:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING A CONTRACT BETWEEN THE CITY OF WILLISTON AND STATION AUTOMATION, INC. (DBA PSTRAX) FOR CHECKLIST AND INVENTORY MANAGEMENT SOFTWARE RELATED TO THE FIRE STATION; AUTHORIZING APPROPRIATE PARTIES TO SIGN THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE

REQUESTED BY: LAMAR STEGALL, FIRE CHIEF

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

**FISCAL IMPACTS:** SOFTWARE BUDGETED IN 2023-2024 BUDGET.

**RECOMMENDED ACTION:** Staff recommends approval.

### ATTACHMENTS:

XX CONTRACT      XX RESOLUTION 2023-98      \_\_\_\_\_ MAP  
\_\_\_\_\_ LEASE      \_\_\_\_\_ OTHER DOCUMENTS

### COUNCIL ACTION:

\_\_\_\_\_ APPROVED  
\_\_\_\_\_ DENIED

## RESOLUTION NUMBER 2023-98

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING A CONTRACT BETWEEN THE CITY OF WILLISTON AND STATION AUTOMATION, INC. (DBA PSTRAX) FOR CHECKLIST AND INVENTORY MANAGEMENT SOFTWARE RELATED TO THE FIRE STATION; AUTHORIZING APPROPRIATE PARTIES TO SIGN THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Fire Station is in need of software for checklist and inventory management software in order to provide the best possible fire services to the City of Williston and to better assist the Fire Department in planning for future needs; and

WHEREAS, Station Automation, Inc. (DBA PSTrax), hereinafter referred to as "PSTrax", has submitted a proposal to the City of Williston for these services, hereinafter the "Contract", which is attached hereto as Exhibit "A"; and

WHEREAS, PSTrax has certified to the City of Williston that they are a sole source provider of the required software and have submitted the letter attached hereto as Exhibit "B" verifying same; and

WHEREAS, PSTrax offers not only licenses for the required software but also setup and implementation of the software, hosting, and unlimited supporting including training and ongoing changes; and

WHEREAS, the total amount for year one (including initial implementation fees) is \$3,650.00 and the total amount of yearly renewal thereafter is \$2,875.00; and

WHEREAS, the appropriate person to sign the Contract is the City Council President; and

WHEREAS, it is in the best interest of the City of Williston to enter into the Contract attached hereto as Exhibit "A" between PSTrax and the City of Williston for the above-described software and related services.

### **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.

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

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

**PASSED AND ADOPTED** at a meeting of the City Council this 7<sup>th</sup> day of November, 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:**

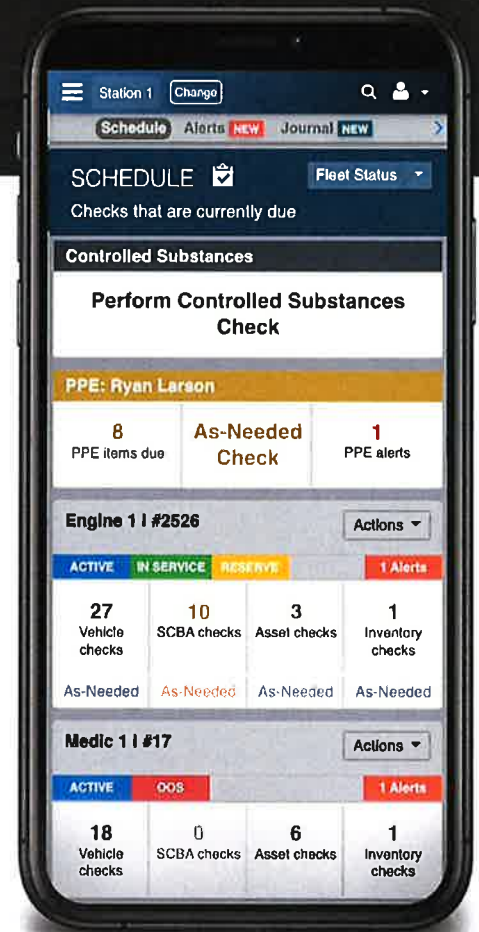
\_\_\_\_\_  
Latricia Wright, City Clerk

\_\_\_\_\_  
S. Scott Walker, City Attorney or  
Kiersten N. Ballou, City Attorney

# BEST TOOL FOR THE JOB.

Purpose-built software for  
checklists and inventory  
management.

## PSTRAX PROPOSAL FOR



Prepared By:





Julius Holinek

Station Automation, Inc. (DBA PStrax)

09/13/2023

**Williston Fire & Rescue**

**Department**

Jimmy Willis, Assistant Chief

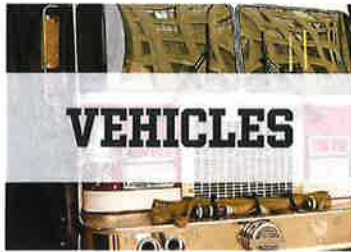
5 SW 1st Ave

Williston, FL 32696



# MODULES OVERVIEW

The PStrax system consists of seven modules. Simply select the modules your agency would like to start with. You may add additional modules at any time.



The **Vehicle Module** automates vehicle maintenance checks and all tools and equipment carried on each vehicle. Each apparatus can be customized based on its checklists (daily/weekly/monthly/PMs) and inventories, with unlimited check scheduling options - any frequency. Track inventory transfers and complete as-needed checks for fuel logs, PMs, and post-call inventories. Easily manage your entire fleet, see the location of each vehicle, and make status updates for in-service, out-of-service, and reserve units.



The **Station Module** schedules building maintenance inspections, chore schedules, safety inspections, specialty equipment inspections, and basic EMS and station supply checks. Each station, building, training facility, or headquarters checklist can be customized based on its individual desired inspections or checks, (daily/weekly/monthly/quarterly, etc.), with unlimited check scheduling options - any frequency.



The **SCBA Module** tracks the full history for each piece of SCBA gear from purchase to retirement. Document any type of event - inspections, hydrostat tests, flow tests, air fills, repairs, contaminant exposures, and more. Convenient, easy to access reports can be pulled in real time, or pushed to you as requested. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all SCBA inventories across your agency.



The **PPE Module** tracks the full history for each piece of PPE gear from purchase to retirement. Manage gear assignments and document any type of event - routine inspections, advanced inspections, cleanings, repairs, contaminant exposures, and more. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed. Includes all PPE inventories - including multiple sets and unassigned gear.



The **Critical Asset Module** tracks the full history for each critical, or high dollar asset from purchase to retirement. Track grant-funded equipment, manage assignments and document any type of event - inspections, testing, repairs, and more. Create custom events for anything you would like to track, such as hydrant flow tests, annual hose testing, and radio software updates. View expiration dates and maintenance costs for better forecasting and justification for replacement as needed.



The **Supplies Module** provides visibility and tracking of all consumable supplies (EMS supplies, station supplies, and repair parts) across every location in your agency. Real time reporting on below par, expirations, and usage trends. Save time and money with streamlined inventory processes that reduce stock issues, manage expiration dates, and restock supplies that need refilled.



The **Controlled Substance Module** tracks every vial handoff for DEA Schedule II, III and IV controlled substances such as arriving/departing checks, usage events, restocks, and inventory checks. Track and document each vial by its control number, lot number and expiration date. Electronic signature and dual authentication provide even more secure verification.



# EXHIBIT A: MODULES & PRICING

The PSTRax system consists of seven modules. You may add additional modules at any time. Each module has an annual software license fee and a one-time implementation fee that is based on the scope of work.

## The Fees below include:

- **Software License**
- **Setup & Implementation (includes project management, data import, configuration, training, rollout)**
- **Hosting**
- **Unlimited Support (includes training, ongoing changes)**

Pricing is valid for 90 days. Please contact your PSTRax Representative for adjustments to the modules priced below.

Module	Scope	of Work	Price	Total
<b>Annual Software License Fees</b> (includes software, hosting, support, training, ongoing changes)				
Vehicle		7 Vehicles	\$225.00	\$1,575.00
Includes: Includes 2 Chief Vehicles, 4-ATV's and 2- Golf carts for FREE 10 or less items				

<b>Station</b> Includes:	1	Stations / Buildings	\$250.00	\$250.00
<b>SCBA</b> Includes:	1	Stations / Buildings	\$350.00	\$350.00
<b>PPE</b> Includes:	1	Stations / Buildings	\$350.00	\$350.00
<b>Critical Asset</b> Includes:	1	Stations / Buildings	\$350.00	\$350.00
<b>Supplies</b> Includes:	0	Stations / Buildings	\$450.00	\$0.00
<b>Controlled Substance</b> Includes: (e.g., vaults, vending machines, vehicles with drug boxes)	0	Managed Locations	\$250.00	\$0.00
<b>Single Sign On</b> Connect PSTrax as a Service Provider to your Identity Provider (ex. Active Directory, AuthO)	0	SSO Users	\$10.00	\$0.00
<b>First Arriving Integration</b> Includes:	0	Stations	\$50.00	\$0.00

				<b>\$2,875.00</b>
<b>One-Time Implementation Fees</b> (includes project management, data import, configuration, training, rollout)				
Vehicle	7	Vehicles	\$70.00	\$490.00
Station	1	Stations / Buildings	\$75.00	\$75.00
SCBA	1	Stations / Buildings	\$70.00	\$70.00
PPE	1	Stations / Buildings	\$70.00	\$70.00
Critical Asset	1	Stations / Buildings	\$70.00	\$70.00
Supplies	0	Stations / Buildings	\$90.00	\$0.00
Controlled Substance	0	Managed Locations	\$50.00	\$0.00
				<b>\$775.00</b>
<b>One-Time Professional Services Fees</b>				
On-Site Training	0	Days	\$1,500.00	\$0.00
Includes: 1 trainer for X days (Up to 25 students per trainer per day)				
On-Site Document Prep	0	Days	\$1,000.00	\$0.00

Includes: 1 resource for X days to organize checklists and inventory documents				
<b>Travel Expenses</b>	0	People	\$1,500.00	\$0.00
Includes: \$1000 airfare plus \$500 per day for each person				
				<b>\$0.00</b>

**Year 1 Total (USD): \$3,650.00**

**Estimated Annual Renewal License Fee (USD)\* : \$2,875**

***Average License Fee Per Day Per Station (USD)\* : \$8.42***

*\* Annual Fees Total does NOT include any amortized one-time implementation fees or pricing adjustments resulting from the agreement terms such as annual increases or scope of work increases.*

*\*\* Stations/Buildings is the pricing metric to determine agency size.*

**Other Special Instructions: None**



# EXHIBIT B: FINANCING TERMS

## Initial Term

The Initial Term "locks in" the general pricing in Exhibit A: Modules & Pricing. During the time period selected, pricing adjustments will only occur because of Section 9 - Scope of Work Increases & Annual Audit and Section 10 - Annual Increase in the terms below.

Select the Initial Term of the Agreement:

Choose 1 to 5 years:

## Annual Software License Fees

Check a payment preference for the Annual Software License Fees:

Pay the entire Annual Software License Fees now.

Prorate the Annual Software License Fees to sync up with this date:

Other instructions (optional):

### **One-Time Implementation Fees**

Check a payment preference for the One-Time Implementation Fees:

Pay the entire one-time implementation fees now.

Amortize/spread the implementation fees into equal annual parts over the

Initial Term

selected above (if multi-year Initial Term is selected).

Other instructions (optional):



# MASTER AGREEMENT

This Master Agreement (this "Agreement") is entered into by and between Station Automation, Inc. dba PStrax, a Delaware corporation ("PStrax") with a place of business at 5837 S. Gallup St., Suite 140, Littleton, CO 80120, and Williston Fire & Rescue Department ("CLIENT"). PStrax and CLIENT are sometimes referred to jointly as the "Parties" or singularly as a "Party."

**WHEREAS**, CLIENT desires to obtain access to the hosted "software as a service" modules with respect to automate its operations; and PStrax wishes to provide the hosted "software as a service" modules to CLIENT, each on the terms and conditions set forth in this Agreement. Any changes to this Agreement shall be mutually agreed upon by the Parties.

**NOW, THEREFORE**, in consideration of the mutual terms and promises set forth herein, the Parties agree as follows:

1. **INITIAL TERM.** The Initial Term of this Agreement shall be the number of years selected by CLIENT in Exhibit B: Financing Terms. The start date of the Initial Term shall be the date this Agreement is mutually executed by the Parties.
2. **365 DAY MONEY BACK GUARANTEE.** PStrax shall provide CLIENT a 365 Day Money Back Guarantee to ensure its satisfaction with the system. At the purchase date of each module, CLIENT shall have 365 days to "trial" the module. If CLIENT is unsatisfied with the performance of the module, within the 30 days immediately following the 365 day period CLIENT may notify PStrax to cancel the module. PStrax shall provide a full refund of the module's first year annual software license fees and any one-time implementation fees paid to

date. Any refunded monies shall be paid by PSTrax within 90 days. In order for CLIENT to be eligible for the 365 Day Money Back Guarantee it agrees to:

- Use commercially reasonable efforts to build, implement and "go-live" with the module.
- Have its crews use the module as part of their regular operations to consistently log and complete tasks for at least six (6) months of the 365 day period.
- Attempt to contact and work with PSTrax to resolve issues prior to notifying PSTrax to cancel the module(s).

**3. TERMINATION NOTICE.** With the exception of Section 2 – 365 Day Money Back Guarantee, CLIENT shall be committed to the entirety of the Initial Term and shall be responsible for the fees of all the licensed modules originally purchased in Exhibit A: Modules & Pricing. At the end of the Initial Term (or any subsequent Renewal Term), either Party may notify the other Party upon 30 days written notice of its intent to terminate this Agreement or to make adjustments to the modules originally purchased in Exhibit A: Modules & Pricing. Either Party may terminate this Agreement for a material breach of the terms of this Agreement with 30 days' written notice to correct. Paragraphs 12, 13, 14, and 18 are hereby specifically deemed paragraphs under which a breach may be considered a material breach warranting termination.

**4. AUTO RENEWAL.** Upon the expiration of the Initial Term (or any subsequent Renewal Term), and provided neither Party has given Termination Notice, this Agreement shall be automatically renewed for one (1) year Renewal Term at the current per-unit pricing plus any applicable annual price increases (see Section 9 – Annual Increase). This will allow CLIENT to continue using its license(s) without any service interruption. The terms, conditions, and provisions set forth in this Agreement shall remain in effect for the Renewal Term(s). Only one



automatic Renewal Term is permitted. Thereafter, this Agreement shall terminate unless affirmatively re-entered by the parties.

**5. LICENSED MODULES.** PStrax is a hosted "software as a service" that consists of several modules. This Agreement grants CLIENT a license to use one or more of the modules. CLIENT has selected the modules it wants to license in Exhibit A: Modules & Pricing. CLIENT has the right to use the modules for the duration this Agreement remains in effect.

**6. ADDITIONAL MODULES.** CLIENT may license additional modules at any time by executing an amendment to this Agreement. If additional modules are licensed in the first year of this Agreement, PStrax will honor any previous pricing that was provided.

**7. USER LICENSES.** PStrax does not limit the numbers of users in the system. CLIENT may add as many users as needed. Each user in the PStrax system will have a unique login and password and role-based security access for each module.

**8. SCOPE OF WORK.** Pricing for each module is determined by the scope of work. The scope of work is based on either the "number of active" stations, vehicles or managed locations. Active means items being actively managed in the system. Active does not include retired items. CLIENT'S initial scope of work is detailed in Exhibit A: Modules & Pricing.

**9. SCOPE OF WORK INCREASES & ANNUAL AUDIT.** CLIENT is able to add stations, vehicles or managed locations into the system at any time throughout the year. Before each anniversary date, PStrax will perform an audit of CLIENT'S system to compare the "number of active" stations, vehicles or managed locations to the initial scope of work detailed in Exhibit A: Modules & Pricing. Additional charges may apply if the "number of active" stations, vehicles or

managed locations exceeds the initial scope of work. PStrax shall notify CLIENT about any additional charges due to scope of work increases.

**10. ANNUAL INCREASE.** Software license fees may be subject to an annual price increase to account for additional system functionality, cost of business, and inflation. Except for Section 4 – Auto Renewal and Section 9 - Scope of Work Increases, the annual increase to the per-unit pricing will not exceed nine (9) percent compared to the previous year's per-unit pricing unless otherwise specified in this Agreement. CLIENT shall receive written notice of any price increase at least 45 days prior to its renewal date.

**11. CHANGES TO PRICING TERMS.** Occasionally PStrax makes changes to its pricing terms. With the exception of Section 9 - Scope of Work Increases & Annual Audit and Section 10 - Annual Inflation Adjustments, the general pricing terms in Exhibit A: Modules & Pricing shall be "locked in" for the duration of the Initial Term. After the Initial Term, should a change to the pricing terms be necessary, PStrax shall notify CLIENT at least 60 days prior to any changes occurring.

**12. PAYMENT.** PStrax shall send invoices to the contact provided by CLIENT in the Invoicing section below. Payment terms for all invoices shall be Net-45 days. Annual software license fees and one-time implementation fees shall be invoiced at the time this Agreement is mutually executed by the Parties and according to the preferences selected by CLIENT in Exhibit B: Financing Terms. Each year thereafter, the annual software license fees, and any amortized/spread one-time implementation fees, shall be invoiced at least 30 days prior to the anniversary date. PStrax may suspend CLIENT'S license(s) in the event of payment delinquency. In the event this Agreement is terminated, any outstanding unpaid fees shall be due including any amortized/spread one-time implementation fees.

**13. IMPLEMENTATION.** PStrax shall be responsible for managing the implementation of the modules licensed by CLIENT. This includes set up of the modules, organizing documents provided by CLIENT, configuring modules to CLIENT'S requirements, importing CLIENT'S data, admin training, and assisting with go-live. PStrax will assign a Project Manager from its team to manage the implementation process and to ensure the project is completed in the agreed upon time period. CLIENT shall provide its existing documentation to PStrax in a timely manner. CLIENT shall have the opportunity to review and approve the modules prior to go-live.

**14. ONGOING CHANGES & SUPPORT.** As part of CLIENT'S annual software license fees, PStrax shall provide unlimited ongoing changes and support to CLIENT including configuration, training, technical support and adjustments for the licensed modules.

**15. TRAVEL.** PStrax shall conduct all implementation, training and support meetings with CLIENT virtually using a video conferencing service. Travel is not anticipated and is not included in the pricing provided. Any travel requested by CLIENT shall be invoiced separately. PStrax shall have CLIENT approve all travel requests in writing prior to purchasing.

**16. CHANGES TO PLATFORM.** PStrax is a multi-tenant platform. PStrax may, in its sole discretion, make any changes to the modules that it deems necessary or useful to maintain or enhance the quality or delivery of PStrax's products or services to its customers, the competitive strength of, or market for, PStrax's products or services, the modules' cost efficiency or performance, or to comply with applicable law.

**17. DATA OWNERSHIP & RETENTION.** CLIENT owns its data stored in PStrax under all circumstances. CLIENT may export its data at any time using the front-end user interface. Upon request, PStrax will provide CLIENT a copy of its data in digital format. CLIENT may request a copy of its data while this Agreement remains in effect, and up to 36 months after the

termination of this Agreement. PSTrax shall retain CLIENT'S data for at least 36 months after the termination of this Agreement, unless CLIENT requests otherwise.

**18. HOSTING SERVICES.** The PSTrax system is hosted by Rackspace Inc. – or a comparable top-tier hosting services provider – and uses commercially reasonable measures to maintain the security, stability and availability of the service. PSTrax and its hosting services provider shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, failure, outages, delay or interruption of service resulting from the hosting services. PSTrax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

**19. FORCE MAJEURE.** PSTrax shall not be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, pandemics, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services. PSTrax shall use commercially reasonable efforts to resume performance as soon as practicable under the circumstances.

**20. COMPLIANCE.** CLIENT is responsible for ensuring that its checks and inspections being documented in PSTrax comply with local, state and federal regulations, including, without limitation, NFPA guidelines, Department of Transportation (DOT) guidelines, OSHA guidelines, DEA requirements, manufacturer recommendations, and the standard operating procedures (SOP) of the authority having jurisdiction (AHJ).

**21. INTELLECTUAL PROPERTY.** Except for rights expressly granted under this Agreement, nothing in this Agreement shall function to transfer any of either Party's intellectual property

rights to the other Party, and Parties shall retain exclusive interest in and ownership of its intellectual property developed before this Agreement or developed outside the scope of this Agreement.

**22. CONFIDENTIAL INFORMATION.** The terms, provisions, and conditions of this Agreement and any software, materials, information, files, and documentation provided by one Party to the other Party in connection herewith shall be regarded as confidential and proprietary, and shall be treated and maintained as such. Parties shall not disclose any confidential or proprietary information received from the other Party in connection herewith without the prior written consent of the other Party, except as may be required by law and public records requirements.

**23. USE OF NAME.** CLIENT agrees that PStrax may identify it as a customer and use CLIENT'S logo in its promotional materials for the purpose of identifying a business relationship only. CLIENT may request that PStrax stop doing so by submitting an email to [marketing@pstrax.com](mailto:marketing@pstrax.com) at any time. Customer acknowledges that it may take PStrax up to 30 days to process such request.

**24. DISPUTE RESOLUTION.** The Parties agree to attempt to resolve any disputes amicably by mutual discussion. If the dispute cannot be resolved by mutual discussion, the Parties shall participate in mediation to attempt to resolve the dispute before conducting litigation.

**25. GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. PStrax and CLIENT waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.



**26. LIMITATION OF LIABILITY.** In no event shall PStrax's liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability exceed in the aggregate the total annual software license fees paid by CLIENT during the three (3) months immediately preceding the date of the event giving rise to the claim. Notwithstanding anything to the contrary in the foregoing or within this Agreement, CLIENT shall not relinquish or waive any of its rights as a sovereign local government and CLIENT reserves all rights and defenses under applicable sovereign immunity law.

**27. SEVERABILITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

**28. ENTIRETY OF AGREEMENT.** This Agreement sets forth the entire Agreement and understanding of the Parties relating to the subject matter contained herein. Neither party shall be bound by any representation other than as expressly stated in this Agreement, or by a written amendment to this Agreement signed by authorized representatives of the Parties.

**29. PUBLIC RECORDS.** PStrax shall comply with Florida's Public Records Law. Specifically, pursuant to Florida statute Section 199.0701, PStrax agrees to the following:

- i. During the term of this Agreement, PStrax shall comply with the Florida Public Records Law, to the extent such law is applicable to PStrax. If Section 119.0701, Florida Statutes is applicable, PStrax shall do the following: (1) Keep and maintain public records required by CLIENT to perform this service; (2) Upon request from CLIENT, provide CLIENT 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 allowed by law; (3) Keep from

disclosure those public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if PSTrax does not transfer the records to CLIENT; (4) Upon completion of the Agreement, PSTrax will transfer, at no cost, all public records to CLIENT, or keep and maintain public records required by CLIENT to perform the service. If PSTrax transfers to CLIENT all public records upon completion of the Agreement, PSTrax shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements. If PSTrax keeps and maintains public records upon completion of the Agreement, PSTrax shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CLIENT in a format that is compatible with the information technology systems of CLIENT.

ii. Contractor shall keep and make available to CLIENT for inspection and copying, upon written request by CLIENT, all records in PSTrax's possession relating to this Agreement. Any document submitted to CLIENT may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in PSTrax's possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

iii. During the term of this Agreement, PSTrax may claim that some or all of PSTrax's information, including, but not limited to, software, documentation,

manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by PSTrax in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. PSTrax shall clearly identify and mark Confidential Information as "Confidential Information" and CLIENT shall use its best efforts to maintain the confidentiality of the information properly identified by PSTrax as "Confidential Information."

iv. CLIENT shall promptly notify PSTrax in writing of any request received by CLIENT for disclosure of PSTrax's Confidential Information and PSTrax may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. PSTrax shall protect, defend, indemnify, and hold CLIENT, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. PSTrax shall investigate, handle, respond to, and defend, using counsel chosen by CLIENT, at PSTrax's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. PSTrax shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this section shall continue to survive. PSTrax releases CLIENT from all claims and damages related to any authorized and lawful disclosure of documents by CLIENT.

v. If PSTrax refuses to perform its duties under this section within 14 calendar days of notification by CLIENT that a demand has been made to disclose PSTrax's Confidential Information, then PSTrax waives its claim that any information is Confidential

Information, and releases CLIENT from claims or damages related to the subsequent disclosure by CLIENT.

vi. A request to inspect or copy public records relating to this Agreement must be made directly to CLIENT. If CLIENT does not possess the requested records, CLIENT shall immediately notify PSTrax of the request, and PSTrax must provide the records to CLIENT or allow the records to be inspected or copied within a reasonable time.

vii. If PSTrax fails to comply with the Public Records Law, PSTrax shall be deemed to have breached a material provision of this Agreement and CLIENT shall enforce this Agreement and PSTrax may be subject to penalties pursuant to Chapter 119.

**IF PSTRAX HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, REGARDING CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PSTRAX SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 528-3060, OR [LATRICIA.WRIGHT@WILLISTONFL.ORG](mailto:LATRICIA.WRIGHT@WILLISTONFL.ORG) OR 50 NW MAIN STREET, WILLISTON, FLORIDA 32696.**

**30. E-VERIFY.** Pursuant to Section 448.095, Florida Statutes, PSTrax 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 Agreement and must, upon request, provide evidence of compliance with this provision.

- i. PSTrax shall require each of its subcontractors to provide PSTrax with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. PSTrax shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- ii. The CLIENT, PSTrax, 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.
- iii. The CLIENT, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but PSTrax otherwise complied, shall promptly notify PSTrax and PSTrax shall immediately terminate the contract with the subcontractor.
- iv. 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. PSTrax acknowledges that upon termination of this Agreement by the CLIENT for a violation of this section by PSTrax, PSTrax may not be awarded a public contract for at least one (1) year. PSTrax further acknowledges that PSTrax is liable for any additional costs incurred by the CLIENT as a result of termination of any contract for a violation of this section.
- v. Subcontracts. PSTrax 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. PSTrax shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.



**31. Conflict of Interest.** This Agreement shall be subject to Chapter 112, Fla. Stat. (2023), and PSTrax shall disclose the name of any officer, director, employee, or other agent who is also an employee of the City of Williston. PSTrax shall also disclose the name of any City of Williston employee who owns, directly or indirectly, more than five percent (5%) interest in PSTrax's, or its affiliates, business entity.

**31. Termination.**

i. This Agreement may be terminated by the CLIENT due to (a) the failure of PSTrax to provide the Services within time specified, or (b) failure of PSTrax to carry out any obligation, term, or condition of this Agreement, or (c) PSTrax violates any of the covenants, agreements, terms or stipulations of this Agreement. The City Manager and his designee is authorized to provide notice of default on behalf of the CLIENT. Failure to adequately address all issues of concern may result in termination. Termination shall be effective by delivery of notice to the PSTrax specifying the date of termination.

ii. If funds to finance the Services become unavailable, as determined by the CLIENT, the CLIENT may terminate this Agreement upon written notice to PSTrax. City Manager and his designee is authorized to provide notice of termination on behalf of the CLIENT. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by PSTrax.

iii. This Agreement may be terminated by CLIENT if PSTrax is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel pursuant to Florida Statute 287.135(3)(b), Fla. Stat. (2023).

**32. ELECTRONIC SIGNATURES.** The Parties may execute this Agreement, including any amendments, by electronic means, including the use of electronic signatures. This Agreement may be signed and delivered in two or more counterparts, all of which when so signed shall have the full force and effect of an original.

# INVOICING

Please provide the best billing contact information for your agency. This should be the person/department that is responsible for receiving and processing invoices.

**Name: Terry Bovaird**

**Title: City Manager**

**Email: [city.manager@willistonfl.org](mailto:city.manager@willistonfl.org)**

**Phone: (352) 528-3060**

**Address: 50 N. W. Main Street Williston, Florida 32696**

# ACCEPTANCE

By signing below, CLIENT and PStrax agree to the pricing, terms, and conditions of this Agreement. Each Party certifies that its signer is an authorized signatory.

**City of Williston**

**Station Automation, Inc. (dba PStrax)**

**Signature:**

**Signature:**



**Name:** Debra Jones

**Name:** Scott Bergeron

**Title:** City Council President

**Title:** President

**Date:**

**Email:** scott@pstrax.com

**Phone:** 888-330-6006

**Date:** 09/13/2023

If signed electronically, a copy of the executed Agreement will be automatically emailed to the Parties. If printed and signed with pen, please email ALL PAGES of this Agreement to [sales@pstrax.com](mailto:sales@pstrax.com).

**PSTrax**  
5837 S. Gallup St., Suite 140  
Littleton, CO 80120

888-330-6006

sales@pstrax.com  
www.pstrax.com

Scott Bergeron  
President, Co-Founder



# PSTrax Sole Source Letter

## Williston Fire & Rescue Department

Prepared for:

Assistant Chief Jimmy Willis

Williston Fire Rescue Department  
5 SW 1<sup>st</sup> Ave.  
Williston, FL 32696

PSTrax is the industry-leading Operations Readiness and Logistics Management system for Fire & EMS agencies. We offer agencies across the world a cloud-based system consisting of seven modules that automate your vehicle, equipment, inventory, and controlled substance checks. Pick and choose which modules your agency would like to start with. We will implement a custom-configured system for your agency and help maintain and update the system after implementation is complete.

Our goal is to build long-term relationships with each of our clients. We look forward to starting one with you!



September 19, 2023

Jimmy Willis, Assistant Fire Chief  
Williston Fire Rescue Department  
5 SW 1<sup>st</sup> Ave.  
Williston, FL 32696

**Re: Sole Source Provider**

Assistant Fire Chief Willis,

This letter is to inform Williston Fire Rescue Department, that Station Automation, Inc. (dba PSTrAX) is considered a sole source provider in its space and has been purchased as such by other major fire departments across the country.

Multiple unique differentiators make PSTrAX a sole source provider. We have provided them below.

**Specialty Solution**

PSTrAX is the industry-leading Operations Readiness and Logistics Management system for Fire & EMS agencies and has been for over 14 years. Agencies across the world utilize PSTrAX to consolidate all their operations checks – Vehicle, SCBA, PPE, Critical Asset, Station, Inventory and Controlled Substance – into a single, cloud-based solution. Your agency will be able to manage and track all its apparatus, equipment, inventories, and controlled substances in one place.

**Tailored Solution**

PSTrAX currently provides seven modules – Vehicle, SCBA, PPE, Critical Asset, Station, Inventory, and Controlled Substance. Your agency can tailor the solution to its needs by selecting which modules best fit your greatest needs. If you do not start with all the modules, you can add additional modules later. This is very different than other companies that require you to purchase an entire solution even if you do not need all the functionality. PSTrAX is the sole provider of the modules it provides.





## Unique Functionality

PSTrax is the only stand-alone company specifically focused on operations checks and logistics management for Fire & EMS agencies. This is very different than other companies that have different core competencies (RMS, Training, EMS supplies, etc.) but “bolt-on” basic solutions in an attempt to be a “one-stop-shop”. PSTrax has 14 years of experience in this space and has developed deep functionality that is unique to us.

## Custom Configured To You

We recognize that each agency is as unique as the community it serves. PSTrax is completely custom configured for each agency based on its processes and requirements. The system will be built to the specifications of your agency. This is very different than other solutions in our space that have a “boilerplate template” approach that agencies must conform to.

## Full-Service Solution

We combine proprietary software, in-house consultants and unlimited ongoing support to custom-configure a completely turnkey system built specifically for your agency based on your requirements. PSTrax is the only full-service solution in the marketplace.

The diagram below shows all the services provided by PSTrax. No other vendor offers this full-service approach.





### **Built For You**

No one wants to take on another project and build another software program. We take the project off your plate and will build a custom-configured system based on your requirements. This is very different than other vendors that require the client to take on the implementation project themselves. Our implementation team will meet with your agency on an initial project kickoff meeting to discuss your checklists, apparatus, equipment, inventories, and roster. Then, you simply email us your documents in any format. From there, we will manage the entire project from beginning to end. Our team will normalize your data, import it into the system, configure the system based on your processes, and deliver a turnkey solution ready for rollout.

### **Unlimited Support**

Other vendors have hour limits or hourly fees for customer support. These services are unlimited with PSTrax. Your agency can contact our support team at any time for assistance. We are available via phone and email to assist. Alternatively, support tickets can be submitted directly to the system.

### **Unlimited Training**

Other vendors have hour limits or hourly fees for customer support. These services are unlimited with PSTrax. Our team will provide a full training program during the initial implementation and create custom video training resources based on your processes. We will also provide ongoing training throughout the term of the agreement upon request.

### **Unlimited Ongoing Changes**

Other vendors have hour limits or hourly fees for ongoing changes. These services are unlimited with PSTrax. In addition to building the system for your agency, we also help maintain it over time. We act as your “administrative assistant” to make any changes you do not wish to make yourself. As with any software program, there will be changes and adjustments needed over time. For example, you may want to make system configuration changes, you may purchase new equipment or vehicles that need to be loaded and setup in PSTrax, or you may need to adjust checklists or inventories for a particular apparatus. Your agency can make these changes itself, or we will do it for you.



### **No Hardware Investment**

PSTrax is a cloud-based system that can be used with any device – phone, tablet, computer, tough book – and any operating system. This means your agency can continue to use the existing hardware it has already invested in. All data is stored in the cloud, not on the devices themselves. This helps ensure your data is always safe. Additionally, multiple crew members can complete checks at the same time. This means that 3 or 4 person crews can work together as a team to complete checks in real-time using their devices.

### **Made For Crews**

Designed for crews first. PSTrax is the most intuitive and easy to use system for operations checks. This ensures a high adoption rate with the crews and the long-term success of the system. PSTrax is built with responsive design and scales to look great regardless of the screen size or device being used. This is very different than other vendors in the space that have “clunky” systems or systems built with older technology that is not easy to use and/or cannot be used on different devices.

### **Own Your Data**

Your data is your data. We store it safely in the cloud for you. Your agency has full rights and full access to its data. Information can be exported directly from the system anytime. PSTrax can also provide full data extracts upon request. This is very different than some other vendors that keep the data if an agency cancels their service.

If you have any additional questions or would like to schedule a demo, please do not hesitate to contact us.

Thank You,

Scott Bergeron, President  
Station Automation, Inc. (dba PSTrax)  
7312 Firethorn, Littleton, CO 80120  
888.330.6006 Office  
[scott@pstrax.com](mailto:scott@pstrax.com)

November 7th, 2023

**CITY COUNCIL AGENDA ITEM**

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**RESOLUTION 2023- 99**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON CITY MANAGER TO PURCHASE NEEDED ELECTRIC SUPPLIES AND MATERIALS FOR CONTINUED SERVICE AND GROWTH FOR THE UTILITIES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.**

**TOPIC: Purchasing six transformers for developments and inventory.**

**REQUESTED BY: MICHEAL MILLER ELECTRICAL SUPERVISOR**

**BACKGROUND / DESCRIPTION:**

Transformer prices and lead time have gone up tremendously due to price gouging and shortage of materials. In order for this city to grow, the staff is requesting the council to approve the purchase of six transformers that are currently at an all-time low in price. Four of the transformers are reimbursable and are for the following developments, Wawa, Wendys, Airport expansion, and block. 12. Two transformers are for our city inventory stock for replacements and possible future developments. Most of this cost will come with re-reimbursement as it is for new development and growth of electric services.

**LEGAL REVIEW:   None**

**FISCAL IMPACTS:   YES,**

**RECOMMENDED ACTION: *Approval***

**ATTACHMENTS: Gresco Quote / Exhibit A      UTB Quote/ Exhibit B      Electric Supply Quote/ Exhibit C**

**ACTION:**

**\_\_\_\_\_ APPROVED**

**\_\_\_\_\_ DISAPPROVED**

## **RESOLUTION 2023-99**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON CITY MANAGER TO PURCHASE NEEDED ELECTRICAL MATERIAL AND SUPPLY FOR CONTINUED SERVICE AND GROWTH FOR THE UTILITIES DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The City of Williston has an obligation to provide safe and effective utility services; and

**WHEREAS,** The City has determined that it is necessary to use funds for the acquisition of transformers that are budgeted and reimbursable; and

**WHEREAS,** the purchasing price is \$68,130 and is not to exceed \$80,000

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

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

**SECTION 2.** The City Council hereby authorizes the funds for purchase of needed equipment for continued operations.

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**PASSED AND ADOPTED** at a meeting of the City Council this 7<sup>th</sup> day of November, 2023.

**CITY OF WILLISTON, FLORIDA**

---

Debra Jones, Council President

**ATTEST:**

---

Latricia Wright, City Clerk

**APPROVED AS TO FORM AND LEGALITY:**

---

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



10/18/23 13:43:59

ERMCO QUOTE

PAGE 6

CUSTOMER COPY

QUOTE # 699991-00  
QUOTED DATE 9/25/23BILL TO:  
GRESO UTILITY SUPPLY, INC.  
1135 RUMBLE ROADSHIP TO:  
CITY OF WILLISTON  
25 SW 1ST AVEATTN= ACCOUNTS PAYABLE  
FORSYTH GA31029

WILLISTON

FL32696-2503

DESCRIPTION	PRODUCT NUMBER	QTY	UNIT PRICE	EXT PRICE
Z	ERMCO STD VACUUM GAGE			
0	NO TEMPERATURE GAGE SELECTED			
0	STD TX OIL			
A	STANDARD TWO NAMEPLATES			
00	STD KVA DECAL OUTSIDE			
01	"NON PCB" 1X2 (ERMCO STD)	7-15		
11	DANGER "MR. OUCH" GENERIC (3-52-02)			
02	WARNING "MR OUCH" GENERIC (3-52-01)			
99	STD PRIMARY DECAL INSIDE (HV)			
00	NO SECONDARY VOLTAGE DECALS			
00	STD ERMCO "E" LOGO DECAL (3-8-151)			
0	STANDARD PALLET			
N	NO SPECIAL TEST NEEDED			
OPTIONS END.....				

## ITEM 5

ERMCO 3 PHASE PAD TRANSFORMER 3PH-PAD

1 11,355.00 11,355.00

ITEM# : 5.00

NL= 478 LL= 2670 IZ=5.300 TL= 3148

OPTIONS BEGIN.....

ERMCO ERMCO STD 3PH TRANSFORMER  
 0300 300 KVA  
 G GRDY  
 001G 12470GY/7200 95 BIL  
 X H0/X0 GROUND  
 001 NO TAPS  
 N NO TAP CHANGER SELECTED  
 112 208Y/120 LH  
 M4 ANSI MINIMUM K DIM=4.5  
 L LOOP FEED  
 000 GENERIC STD FIXED STUD WELL  
 G15 STD INSERT SYSTEM SELECT  
 000 ELBOW ARRESTERS NOT SELECTED  
 000 NO INS. STANDOFF BUSHING SELECTED  
 000 NO INS. PROTECTIVE CAP SELECTED  
 S STAGGERED LV BUSHING ARRANGEMENT  
 000 ERMCO STD STUD LV BUSHINGS  
 800 8 HOLE NEMA SPADES  
 1 LV BUSHING SUPPORTS REQUIRED  
 E53 CURR SENSING BAYO & LINK (GENERIC)  
 A00 STD ISOLATION LINK BY CONFIGURATOR  
 000 MILD STEEL TANK & BASE  
 000 MILD STEEL CABINET & SILL

SIX TO SEVEN MONTH  
LEAD TIME.

# Exhibit "B"

Item	Qty	Description	Price Each	Extended Price
2	1	Pad Mounted Transformer	\$19,771.00	\$19,771.00

**Condition:** Reconditioned

**KVA Size:** 300kva

**High Voltage:** 12470y/7200

**Low Voltage:** 120/208y

**Phase:** 3 Phase

**Impedance:** Standard

**Taps:** None

**HV Bushings:** 200A (Dead Front, Loop Feed) Wells and inserts

**LV Bushings:** NEMA Spades

**Accessories:**

- Standard Accessories
- PRV

**Cooling Class:** ONAN

**Temp Rise:** 65C

**Fluid:** Mineral Oil

**Conductor:** AL/AL

**Fusing:** Bayonet

**Tank Material:** Mild Steel

**Freight Terms:** Allowed/Included in cost

**Warranty:** 3/Years

**Lead Time to Ship:** 36-38 weeks

## Notes:

- If freight terms are freight allowed on UTB truck, the lead time to ship is depending on availability of UTB trucks and may change. If you need the delivery expedited, the cost of hire will be added to your invoice.

## Quote Total

Item	Description	Total for Line Item
1	Reconditioned 225kva 3 phase padmount transformer	\$16,938.00
2	Reconditioned 300kva 3 phase padmount transformer	\$19,771.00

### NOTICE:

SALES TAX, if applicable, may be added unless an exemption certificate is provided with purchase order.

<b>Sub Total USD</b>	\$36,709.00
<b>Freight</b>	Free
<b>Tax (UT)</b>	NA
<b>Quote Total USD</b>	\$36,709.00

Thanks for giving us the opportunity to provide you with this quote. Please reach out if you have any questions.

Ph: 855-214-0975

**Market Volatility Warning:** Availability, pricing, and lead times are subject to change without notice. If material is ordered from this quote, UTB will do it's best to hold the lead time and pricing quoted, but it is not guaranteed unless otherwise agreed upon in writing.

UTB Transformers, PO Box 535 Santaquin UT 84655, Ph: 855-214-0975, UTBTransformers.com

# Exhibit "C"

10/24/2023  
9:54 AM EST  
Jason Lee  
News  
Edit Your Profile  
Supplier List  
Service Request  
Support

City of Williston - Electric, FL

Event # RFQ-11-10/10/2023-JL

Creation Date 10/10/2023

Due Date-Time 10/18/2023

02:00 PM

EST

Description requesting quotes for pad mounted transformer

Event Notes

Award Notes

Add/Edit Award Notes

Manual  
Add  
Edit / Search  
Spec Maintenance

Event System  
Create Event  
Event List  
Boiler Plate List

Show Vendor Tab Sheets?

- ☒ No  
☐ Yes with prices  
☐ Yes but don't show prices

Event Status

- ☒ Under Evaluation  
☐ Awarded  
☐ Cancelled

Show Vendor Awards?

- ☒ No  
☐ Yes

Allow Buyers to Edit?

- ☐ No  
☒ Yes

Surplus/Stock  
Manage

[Expand All] [Collapse All]

ItemID Search Clear

Company Mode  
Electric  
Gas  
Water/Sewer  
Logout

LineNo	ItemID	Description							Qty
1	WE5310095	3ph pad mount 225kva, 12470GRDY/7200, 208y/120							1
Award	QtyQuoted	QtyAward	Price	Delivery	Extended	SuppName	Manufacturer	CatNo	Remark
Update	1		50608.00000	266		Electric Supply of Tampa - Tampa, FL	CES	DESCRIPTION	

## Legend

Supplier quoted an alternate  
Alternate added to material  
manual

SuppName

[American Safety](#)

[Electric Supply of Tampa](#)

[Maclean Power Systems](#)

## T&C Comments

We are unable to quote these items currently. Thank you for the opportunity to quote. Please keep us in mind for future quotes Tina  
American Safety Utility Corp 800-438-6013 ext. 111  
1. All items are subject to manufacturer price increases unless otherwise noted on this quotation. 2. Lead times and availability are  
notice.  
MPS No Offering - CB 10/10

## Invited Suppliers

No attached boiler plates.

**CITY COUNCIL AGENDA ITEM**

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**ORDINANCE 2023-722**

**CITY OF WILLISTON WATER AND WASTEWATER UTILITY ORDINANCE**

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING, RESTATING, CONSOLIDATING, SUPPLEMENTING, AND REPLACING THE CITY OF WILLISTON ORDINANCES ?; PROVIDING A TITLE AND PURPOSE; PROVIDING DEFINITIONS; PROVIDING ACRONYMS; PROVIDING FOR CONNECTIONS WITH CITY WATER, WASTEWATER, AND RECLAIMED WATER SYSTEMS REQUIRED WITH CERTAIN EXCEPTIONS; ESTABLISHING FOR A LINE EXTENSION PROGRAM; REGULATING WATER, WASTEWATER, AND RECLAIMED WATER CONNECTIONS FOR IMPROVEMENTS; METERS REQUIRED; PROHIBITING CROSS CONNECTIONS BETWEEN SYSTEMS; PROVIDING FOR INSTALLATION OF AND STANDARDS FOR BACKFLOW PREVENTION DEVICES; PROHIBITING UNLAWFUL CONNECTIONS AND INTERFERENCE WITH HYDRANTS OR WATER, WASTEWATER, AND/OR RECLAIMED WATER SERVICES; REGULATING CONSTRUCTION OR ALTERATION OF WATER DISTRIBUTION SYSTEM, WASTEWATER COLLECTION SYSTEM, OR RECLAIMED WATER DISTRIBUTION SYSTEM CONNECTED TO THE CITY WATER, WASTEWATER, OR RECLAIMED WATER SYSTEM; PROVIDING FOR CONNECTION OF IMPROVEMENTS WITHIN AREAS SERVED BY WATER, WASTEWATER, AND/OR RECLAIMED WATER UTILITY SYSTEMS ACQUIRED BY THE CITY; PROVIDING FOR MAINTENANCE OF PLUMBING SYSTEMS; PROHIBITING UNLAWFUL DAMAGE TO CITY WATER, WASTEWATER, AND/OR RECLAIMED WATER SYSTEM; PROVIDING FOR RIGHT OF ENTRY FOR PURPOSE OF MAKING INSPECTION; PROVIDING FOR WATER, WASTEWATER AND/OR RECLAIMED WATER LINES TO BE CITY PROPERTY; PROVIDING FOR WATER, WASTEWATER AND RECLAIMED WATER CAPACITY COMMITMENTS; PROVIDING FOR CANCELLATION OF WATER AND WASTEWATER CAPACITY COMMITMENTS AND FORFEITURE OF UNIT CONNECTION FEES; PROVIDING FOR WASTE DISCHARGE LIMITS AND PROHIBITIONS; PROVIDING FOR INDUSTRIAL WASTEWATER DISCHARGE PERMITTING; PROVIDING FOR PUBLIC INFORMATION ON INDUSTRIAL USERS; PROVIDING FOR WATER RATES, CHARGES AND FEES; PROVIDING FOR WASTEWATER RATES, CHARGES AND FEES; PROVIDING FOR RECLAIMED WATER RATES, CHARGES AND FEES; PROVIDING FOR PAYMENT OF FEES AND BILLS, REFUSAL OR DISCONTINUANCE OF SERVICE, AND DELINQUENT NOTICES; PROVIDING FOR WATER, WASTEWATER AND RECLAIMED WATER TAPPING FEES AND WASTEWATER SERVICE LOCATION ASSISTANCE FEE; PROVIDING FOR WATER, WASTEWATER AND RECLAIMED WATER UNIT CONNECTION FEES; PROVIDING FOR COLLECTION OF WASTEWATER FEES WHERE OWNER HAS PRIVATE OR OTHER WATER SUPPLY; PROVIDING FOR DEPOSITS FOR WATER, WASTEWATER, AND/OR RECLAIMED WATER; PROVIDING FOR REFUND OF DEPOSITS AND INTEREST ON DEPOSITS; PROVIDING FOR WATER, WASTEWATER, AND/OR RECLAIMED WATER DEPOSITS FOR DELINQUENT ACCOUNT HOLDERS AND HIGH RISK PENALTY CHARGES; PROVIDING FOR WATER, WASTEWATER, AND/OR RECLAIMED WATER SERVICE CHARGES; PROVIDING FOR WATER, WASTEWATER AND/OR RECLAIMED WATER BILLING ADJUSTMENTS; PROVIDING FOR RETURNED PAYMENTS; PROVIDING FOR DISCONTINUANCE OF SERVICE AT

**November 5th, 2023**

ACCOUNT HOLDER'S REQUEST; DEPOSIT TRANSFERS; PROHIBITING FREE SERVICE; PROVIDING FOR CHANGES TO RATES AND COSTS; PROVIDING FOR ENFORCEMENT AND PENALTIES; ESTABLISHING PROCEDURE FOR APPEALS; PROVIDING FOR JURISDICTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECT OF THIS ORDINANCE ON PREVIOUS ORDINANCES; AND CONFLICTING ORDINANCE REPEALED; CONSOLIDATING OPERATION OF MAIN DIVISION; MAKING ORDINANCE AVAILABLE TO THE PUBLIC; INCORPORATION OF SCHEDULES AND EXHIBITS; PROVIDING FOR AN EFFECTIVE DATE.

**TOPIC: Water, Wastewater, and Reclaim Water Ordinance**

**REQUESTED BY: DONALD BARBER, PUBLIC WORKS SUPERVISOR**

**BACKGROUND / DESCRIPTION:**

At a workshop in March of this year, the Council, and the residents participated in a presentation concerning the future of the water and wastewater departments. Presentations from the City Engineers, Wright-Pierce, Finance Director Stephen Bloom, and Dyana Stewart, from the FRWA, Council was shown the inability to continue these critical services unless rate structures were changed and adjusted for the future. Even necessary capital improvements had no funding except through grants. Besides the rate structure, the water and wastewater ordinances had not been updated or looked at for the last twenty years. Before the council are the changes used in our current budget, and the updating of the code for the City of Williston water and wastewater.

**LEGAL REVIEW: YES**

**FISCAL IMPACTS: YES, revenue for Water & Wastewater utility fund / representing around 850K of this current budget.**

**RECOMMENDED ACTION: *Approval***

**ATTACHMENTS: Ordinance 2023-722**

**ACTION:**

\_\_\_\_\_ **APPROVED**

\_\_\_\_\_ **DISAPPROVED**

## ORDINANCE 2023-722

### CITY OF WILLISTON WATER AND WASTEWATER UTILITY ORDINANCE

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, AMENDING, RESTATING, CONSOLIDATING, SUPPLEMENTING, AND REPLACING THE CITY OF WILLISTON ORDINANCES; PROVIDING A TITLE AND PURPOSE; PROVIDING DEFINITIONS; PROVIDING ACRONYMS; PROVIDING FOR CONNECTIONS WITH CITY WATER, WASTEWATER, AND RECLAIMED WATER SYSTEMS REQUIRED WITH CERTAIN EXCEPTIONS; ESTABLISHING FOR A LINE EXTENSION PROGRAM; REGULATING WATER, WASTEWATER, AND RECLAIMED WATER CONNECTIONS FOR IMPROVEMENTS; METERS REQUIRED; PROHIBITING CROSS CONNECTIONS BETWEEN SYSTEMS; PROVIDING FOR INSTALLATION OF AND STANDARDS FOR BACKFLOW PREVENTION DEVICES; PROHIBITING UNLAWFUL CONNECTIONS AND INTERFERENCE WITH HYDRANTS OR WATER, WASTEWATER, AND/OR RECLAIMED WATER SERVICES; REGULATING CONSTRUCTION OR ALTERATION OF WATER DISTRIBUTION SYSTEM, WASTEWATER COLLECTION SYSTEM, OR RECLAIMED WATER DISTRIBUTION SYSTEM CONNECTED TO THE CITY WATER, WASTEWATER, OR RECLAIMED WATER SYSTEM; PROVIDING FOR CONNECTION OF IMPROVEMENTS WITHIN AREAS SERVED BY WATER, WASTEWATER, AND/OR RECLAIMED WATER UTILITY SYSTEMS ACQUIRED BY THE CITY; PROVIDING FOR MAINTENANCE OF PLUMBING SYSTEMS; PROHIBITING UNLAWFUL DAMAGE TO CITY WATER, WASTEWATER, AND/OR RECLAIMED WATER SYSTEM; PROVIDING FOR RIGHT OF ENTRY FOR PURPOSE OF MAKING INSPECTION; PROVIDING FOR WATER, WASTEWATER AND/OR RECLAIMED WATER LINES TO BE CITY PROPERTY; PROVIDING FOR WATER, WASTEWATER AND RECLAIMED WATER CAPACITY COMMITMENTS; PROVIDING FOR CANCELLATION OF WATER AND WASTEWATER CAPACITY COMMITMENTS AND FORFEITURE OF UNIT CONNECTION FEES; PROVIDING FOR WASTE DISCHARGE LIMITS AND PROHIBITIONS; PROVIDING FOR INDUSTRIAL WASTEWATER DISCHARGE PERMITTING; PROVIDING FOR PUBLIC INFORMATION ON INDUSTRIAL USERS; PROVIDING FOR WATER RATES, CHARGES AND FEES; PROVIDING FOR WASTEWATER RATES, CHARGES AND FEES; PROVIDING FOR RECLAIMED WATER RATES, CHARGES AND FEES; PROVIDING FOR PAYMENT OF FEES AND BILLS, REFUSAL OR DISCONTINUANCE OF SERVICE, AND DELINQUENT NOTICES; PROVIDING FOR WATER, WASTEWATER AND RECLAIMED WATER TAPPING FEES AND WASTEWATER SERVICE LOCATION ASSISTANCE FEE; PROVIDING FOR WATER, WASTEWATER AND RECLAIMED WATER UNIT CONNECTION FEES; PROVIDING FOR COLLECTION OF WASTEWATER FEES WHERE OWNER HAS PRIVATE OR OTHER WATER SUPPLY; PROVIDING FOR DEPOSITS FOR WATER, WASTEWATER, AND/OR RECLAIMED WATER;



PROVIDING FOR REFUND OF DEPOSITS AND INTEREST ON DEPOSITS; PROVIDING FOR WATER, WASTEWATER, AND/OR RECLAIMED WATER DEPOSITS FOR DELINQUENT ACCOUNT HOLDERS AND HIGH RISK PENALTY CHARGES; PROVIDING FOR WATER, WASTEWATER, AND/OR RECLAIMED WATER SERVICE CHARGES; PROVIDING FOR WATER, WASTEWATER AND/OR RECLAIMED WATER BILLING ADJUSTMENTS; PROVIDING FOR RETURNED PAYMENTS; PROVIDING FOR DISCONTINUANCE OF SERVICE AT ACCOUNT HOLDER'S REQUEST; DEPOSIT TRANSFERS; PROHIBTING FREE SERVICE; PROVIDING FOR CHANGES TO RATES AND COSTS; PROVIDING FOR ENFORCEMENT AND PENALTIES; ESTABLISHING PROCEDURE FOR APPEALS; PROVIDING FOR JURISDICTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR EFFECT OF THIS ORDINANCE ON PREVIOUS ORDINANCES; AND CONFLICTING ORDINANCE REPEALED; CONSOLIDATING OPERATION OF MAIN DIVISION; MAKING ORDINANCE AVAILABLE TO THE PUBLIC; INCORPORATION OF SCHEDULES AND EXHIBITS; PROVIDING FOR AN EFFECTIVE DATE.

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

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SECTION 1. TITLE AND PURPOSE

This ordinance shall be known as the "City of Williston Water and Wastewater Utility Ordinance." The purpose of this ordinance is to set uniform requirements for users of the City of Williston Water and Wastewater Utilities, to enable compliance with the provisions of the Safe Drinking Water Act (42 U.S.C. 300f et seq.), the Clean Water Act (33 U.S.C. 1251 et seq.), other applicable federal and State laws and regulations, and the City's Land Development Code, and to provide for the public health and welfare by regulating the quality of potable water supplied by the City's Water Systems to its customers, and wastewater collected by the City's Wastewater Systems, as well as to provide policies and cost recovery for the use of City's Reclaimed Water Systems.

## SECTION 2. DEFINITIONS

Definitions: In addition to words and terms defined elsewhere in this ordinance, the words and terms as used in this ordinance shall have the following meaning, unless some other meaning is plainly intended:

**“ASTM”** means American Society for Testing Materials. Any reference to ASTM standards shall mean the most recently published revision unless otherwise specified.

**“AWWA”** means American Water Works Association. Any reference to AWWA standards shall mean the most recently published revision unless otherwise specified.

**“Account Holder”** or **“Customer”** means any person, tenant, customer, user, firm, association, corporation, governmental agency, or similar organization or entity that receives service, or has an agreement to receive service, from the City, or an authorized representative of the City.

**“Administrator”** or **“City Manager”** means the City Administrator of the City of Williston, Florida and/or his designee.

**“Agent”** means any person with valid authority provided by the Owner or Account Holder, as evidenced by a document including driver’s license number or social security number of the Owner or Account Holder, authorizing the Agent to represent the Owner or Account Holder, and acting on behalf of the Owner or Account Holder seeking a permit, application, or any other activity set forth in this Ordinance.

**“Amalgam separator”** means a device that employs filtration, settlement, centrifugal, or ion exchange to remove amalgam and its metal constituents from a dental office vacuum system before it discharges to the sewer.

**“Amalgam waste”** means and includes non-contact amalgam (amalgam scrap that has not been in contact with the patient); contact amalgam (including, but not limited to, extracted teeth containing amalgam); amalgam sludge captured by chair side traps, vacuum pump filters, screens, and other amalgam trapping devices; used amalgam capsules; and leaking or unusable amalgam capsules.

**“ANSI/ADA Standard No. 108”** means the American National Standards Institute and American Dentistry association standard for amalgam separators.

**“Applicant”** means any Person, the Person’s duly Authorized Representative, or Agent who submits plans, and Application, or other required submittals to any City department or agency.

**“Application”** means written request by appropriate means specified by the Director for City Water, Wastewater, or Reclaimed Water Service to a specific property.

**“Approval Authority”** means the Florida Department of Environmental Protection or its successor agencies.

**“Authorized Representative”** means:

- (1) If the Account Holder is a corporation:
  - (a) The president, secretary, treasurer, or a vice-president of the corporation.; or

- (b) The manager of one or more manufacturing, production, or operating facilities provided the manager (i) is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; (ii) can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and (iii) possesses authority to sign documents in accordance with corporate procedures.
- (2) If the Account Holder is a partnership or sole proprietorship: a general partner or proprietor, respectively.
  - (3) If the Account Holder is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
  - (4) If the Account Holder is a club or fraternal, religious, or other type of organization: an officer or appointed leader of said club or organization designated to oversee the operation and performance of the activities of the club or organization, or their designee.
  - (5) The individuals described in Sections 1 through 4, above, may designate another authorized representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates and/or the water is consumed, or having overall responsibility for environmental matters for the Account Holder, and the written authorization is submitted to the City.

**"Average Day Demand, or Average Daily Demand (ADD)"** means the anticipated water, wastewater, or reclaimed water flow required on an average day to meet the minimum level of service needs for a property type or improvement.

**"Base Charge"** means monthly charge for water, wastewater, and/or reclaimed water service based on the Customer's number of ERUs or corresponding EICs. The Base Charge does not include an allowance for any water, reclaimed water, or wastewater flows.

**"Base User"** means a reclaimed water classification referring to all reclaimed water connections other than Large User.

**"Best Management Practices (BMP)"** mean schedules of activities, prohibitions of activities, maintenance procedures, and other management practices to implement the prohibitions listed in subsections 62-625.400(1)(a) and (2), F.A.C. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, industrial sludge or waste disposal, or drainage from raw materials storage.

**"Biochemical Oxygen Demand"** or "BOD" means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for 5 days at 20° centigrade, usually expressed as concentration in terms of milligrams per liter.



**“Board”** means the Board of the City Council of Williston Florida or their designated representative.

**“Building Sewer Lateral”** means the conduit or pipe that conveys Wastewater from the plumbing drain system of a building to the City’s Wastewater System.

**“Building Water Lateral”** means the conduit or pipe that conveys potable water from the City’s water system to the point of connection of a building.

**“Bypass”** means the intentional diversion of waste streams from any portion of a User’s treatment facility.

**“Cap”** means a limit on the volume of metered water consumption used in the calculation of the Wastewater Volume Charges for Residential Users.

**“Capacity Commitment”** means any agreement, commitment, and/or temporary permit for the availability of a specific number of City Water, Wastewater, and/or Reclaimed Water service equivalencies pursuant to an Application for a designated development.

**“Categorical Industrial User”** means an industrial user subject to categorical Pretreatment standards under Rule 62-625.410, F.A.C., including 40 CFR Chapter I, Sub-chapter N, Parts 405 through 471, as of July 1, 2009, hereby adopted and incorporated by reference.

**“Categorical Pretreatment Standards”** mean standards defined in Section 62-625.410 (1), F.A.C.

**“Chapter 62-610 Florida Water Resource Management Rules”** means the current rules and section(s) applicable to Reuse or Reclaimed Water and Land Application in Florida.

**“Chemical Oxygen Demand”** or **“COD”** means a measure of the oxygen required to oxidize all compounds, both organic and inorganic, in water.

**“Chlorine Requirement”** means the amount of chlorine, in milligrams per liter (“mg/l”), which must be added to wastewater to produce specified residual chlorine content, or to meet some other governmental regulatory standard.

**“Clean Water Act”** means the United States Clean Water Act also known as the Federal Water Pollution Control Act, as amended, 33 United States Code 1251 et. seq.

**“Clerk”** means the Clerk of the City of Williston in and for Williston, Florida, or designee.

**“Comprehensive Plan”** means the City of Williston Comprehensive Plan adopted by the City of Williston Council. Any reference to the “Comprehensive Plan” shall mean the most recently adopted version of the Comprehensive Plan, unless otherwise specified.

**“Connected System”** means a publicly or privately-owned utility system that connects to and utilizes service from the City System for purposes of supply, treatment, and/or disposal.

**“Connection”** means a conduit or pipe and associated appurtenances, or the installation thereof, that conveys water and/or reclaimed water from the City’s Water and/or Reclaimed Water System

to an Applicant's Point of Delivery/Connection, or conveys Wastewater from the Applicant's Wastewater Point of Delivery/Connection to the City's Wastewater System.

**"Control Authority"** means any public utility that administers a Pretreatment program that has been approved by the Department in accordance with the requirements of Rule 62-625.510, F.A.C. In cases where categorical or significant non-categorical industrial users discharge to domestic wastewater facilities that are not included in an approved Pretreatment program, the Department shall function as the Control Authority until an approved Pretreatment program has been established by the public utility.

**"City"** means City of Williston, Florida, a political Municipality of the State of Florida.

**"City Reclaimed Water System"** means the Reclaimed Water System owned and/or operated by the City of Williston, Florida.

**"City Wastewater System"** means the Wastewater System owned and/or operated by the City of Williston, Florida.

**"City Water System"** means the potable Water System owned and/or operated by the City of Williston, Florida.

**"DEP"** means the State of Florida Department of Environmental Protection or, where appropriate, the term may also be used as a designation for the Secretary or other duly authorized official of said agency.

**"Daily Maximum"** means the arithmetic average of all effluent samples for a pollutant collected during a calendar day.

**"Daily Maximum Limit"** means the maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.

**"Damage Charge"** means a charge levied to the Account Holder after the Customer has received more than three (3) citations within a twelve (12) month period.

**"Demand Factor"** means the numerical relation reflecting the difference between a designated number of Equivalencies and an Equivalency basis of one (1).

**"Demonstration of Compliance"** or "DOC" means data, reports, drawings, or other information provided in suitable format to demonstrate that compliance with a governmental regulatory compliance schedule has been achieved.

**"Designated Representative"** or "Designee" means a City employee selected by the Council or, the City Manager, Clerk, or Director or his designee to act on behalf of the City Council, the City Manager, Clerk, or Director or his designee.

**"Developer"** means any person, individual, partnership, association, syndicate, firm, corporation, trust or legal entity engaged in developing or subdividing land under the terms of the City of Williston Land Development Code. The term "Developer" is intended to include the term "Subdivider", even though the persons involved in successive stages of a development project

may vary. For the purposes of this Ordinance, the term “Developer” may also apply to a person or individuals performing improvements to private property, including extension of utility services to said property.

**“Developer's Engineer”** means an engineer or engineering firm registered with the State of Florida Department of Professional Regulation, retained by the Developer to provide professional engineering services for a project.

**“Development”** shall have the same meaning provided in Section 380.04, Florida Statutes, as maybe amended.

**“Director”** means the Director of the Utility Department of the City of Williston, Florida, or designee.

**“Discharge”** means to dispose, deposit, place, emit, unload, release, or cause or allow to be disposed, deposited, placed, emitted, unloaded, released or otherwise introduce pollutants into the City of Williston Wastewater System.

**“Distribution Facilities”** means the piping and other related appurtenances providing availability of potable water or reclaimed water service from a Point of Delivery/Connection with a property to a point of interconnection with Transmission Infrastructure.

**“Domestic Waste”** means any viscous liquid, or gaseous material derived principally from the use of sanitary conveniences of residences (including apartments and hotels), office buildings, industrial plants, institutions, or commercial establishments.

**“Dwelling Unit”** means a room or rooms connected together, constituting a separate, independent housekeeping establishment for a family, for owner occupancy or rental or lease on a weekly, monthly, or longer basis, and physically separated from any other rooms or Dwelling Units which may be in the same structure, and containing sleeping facilities and cooking facilities.

**“Dwelling, Multiple Family or Multi-Family”** means for purposes of determining whether a lot is in multiple dwelling use, the following considerations shall apply:

- (1) Multiple dwelling uses shall include those in which individual Dwelling Units (i) are intended to be rented and maintained under central ownership and management; (ii) those which are under collective ownership and management including cooperative apartments, condominiums, and the like; (iii) duplexes, row houses or townhouses in individual ownership; and (iv) all other forms of multiple dwellings, regardless of ownership, management taxation or other considerations, where such form does not meet the requirements of the Land Development Code for a Single Family Dwelling.
- (2) Where an undivided Lot contains more than one (1) Building and the Buildings are not so located that the lots and yards conforming to requirements for Single Family Dwellings in the district could be provided, the lot shall be considered to be in multiple dwelling use if there is more than one (1) Dwelling Unit on the Lot, even though the individual Buildings may each contain only one (1) Dwelling Unit.
- (3) Guest Houses and household employee's quarters shall not be considered as Dwelling Units in the computation above.

- (4) Any multiple dwelling in which Dwelling Units are available for periods of less than one (1) week shall be considered a tourist home, a motel, or hotel as the case may be.

**“Dwelling, One Family or Single Family”** means a Building containing only one (1) Dwelling Unit. The term is not to be construed as including recreational vehicles or other forms of temporary or portable housing. For the purpose of this Ordinance, row houses, townhouses, condominiums, cooperative apartments or any other form of Dwelling Units which are not in individual detached Buildings shall not be construed to be Single Family Dwellings.

**“Dwelling, Two Family”** means a duplex or other attached Dwelling Unit providing two (2) Dwellings.

**“EIC”** means Equivalent Irrigation Connection, consisting of 300 gallons per day Average Daily Demand of Reclaimed Water Capacity.

**“Equivalency”** means the designation reflecting a design or use Level of Service criteria pursuant to a connection’s Service size or land use classification.

**“Equivalency Factor”** means the numeric relation reflecting the difference between a designated number of Equivalencies and an Equivalency basis of one (1).

**“ERC”** means Equivalent Residential Connection, as defined in the Utility Rate Tariff, Schedule A.

**“Enforcement Actions”** means those actions taken by the City of Williston in response to violations of this ordinance, the City’s Land Development Code, and/or State or federal regulations.

**“Engineer”** means a Professional Engineer registered in Florida, or other person exempted pursuant to the provisions of chapter 471, Florida Statutes, who is competent in the field of engineering.

**“Environmental Protection Agency” or “EPA”** means the United States Environmental Protection Agency, or where appropriate, the term may also be used as a designation for the Administrator or other duly authorized official of said agency.

**“Existing Source”** means any source of discharge that is not a “New Source.”

**“Food Waste”** means any superfluous solid material produced either from the domestic or commercial preparation, cooking, consumption, or dispensing of food, or from the handling, storage, or sale of produce.

**“Force Main”** means a conduit (pipe) that transports Wastewater under pressure.

**“Grab Sample”** means a sample taken from a waste stream without regard to the flow in the waste stream and over a period of time not to exceed fifteen (15) minutes.

**“High Risk Customer”** means a customer that is delinquent in paying a monthly utility bill and who has been disconnected twice during any twelve (12) month period for non-payment of utility bills.

**“Improvement”** or **“Improve”** or **“Improved”** means changes in the condition of real property brought about by the expenditure of labor or money for restoration, renovation or rehabilitation of such property. Improvements include new construction, additions, interior renovation, (if there is additional Water or Wastewater capacity), and accessory structures (i.e., a garage).

**“Indirect Discharge”** or **“Discharge”** means the introduction of pollutants into the City Wastewater System or any Connected System from any nondomestic source regulated under Section 307(b), (c), or (d) of the Clean Water Act.

**“Industrial User”** or **“IU”** means any user discharging Industrial Waste or nondomestic waste into the City Wastewater System or a Connected System from any nondomestic source regulated under Section 307(b), (c) or (d) of the Clean Water Act, or as defined within this Ordinance.

**“Industrial Waste Surcharge”** means an additional service charge assessed against City Wastewater System Industrial Users whose Wastewater characteristics exceed established domestic wastewater strength factors.

**“Industrial Waste”** means Food Waste, other waste, or any superfluous solid, liquid, or gaseous material resulting from manufacturing or commercial processes, or from natural resource development, recovery, or processing.

**“Industrial Wastewater Discharge Permit”** or **“IWD Permit”** means written authorization from the Director or Designee to Discharge Industrial Waste into the City Wastewater System or a Connected System and setting certain conditions and/or restrictions on such Discharge.

**“Instantaneous Maximum Allowable Discharge Limit”** means the maximum concentration of a pollutant allowed to be discharged at any time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

**“Interference”** means a discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal, and therefore, is a cause of a violation of the City’s NPDES permit or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued hereunder, or any more stringent State or local regulations: Section 405 of the Act; the Solid Waste Disposal Act, including Title II commonly referred to as the Resource Conservation and Recovery Act (RCRA); any State regulations contained in any State sludge management plan prepared pursuant to Subtitle D of the Solid Waste Disposal Act; the Clean Air Act; the Toxic Substances Control Act; and the Marine Protection, Research, and Sanctuaries Act.

**“Land Development Code (LDC), City of Williston”** means those regulations adopted by the City of Williston governing the development of land within the unincorporated area of the City.

**“Large User”** means a Reclaimed Water classification for Reclaimed Water Customers that have entered into an agreement with the Utility for a minimum Reclaimed Water flow of 150,000 gpd ADD. Classifications include the following:

- a. Pressurized – Large Users requiring pressurized delivery to facilitate on-site distribution needs.
- b. Non-Pressurized – Large Users taking delivery without the need for on-site system pressure.
- c. Interruptible Non-Pressurized – Large Users taking delivery without the need for on-site system pressure where the Utility can temporarily reduce or suspend delivery of Reclaimed Water.

**“Leachate”** means a liquid waste generated as a result of chemical and biochemical reactions of the landfilled waste and/or the percolation of liquids through solid waste while it simultaneously extracts dissolved or suspended materials. The sources of the liquid include moisture contained in landfilled solid waste, rainfall, and surface groundwater infiltration.

**“Level of Service”** or **“LOS”** means an indicator of the extent or degree of service provided by, or proposed to be provided by a facility based on and related to the operational characteristics of the facility.

**“Line Extension”** means the extension of Water or Reclaimed Water distribution piping, or Wastewater collection piping, along public right-of-way (or appropriate utility easement) to extend utility service to a property which is not directly adjacent to existing infrastructure. Lines Extension does not include installation of utility service lines which branch off of existing distribution or collection piping within a public right-of-way (or utility easement) to serve a property or properties located directly adjacent to the existing infrastructure.

**“Local Limit”** means specific discharge limits developed and enforced by the City upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

**“Lot”** includes a tract or parcel and means the least fractional part of subdivided lands having limited fixed boundaries, and an assigned number, letter, or other name through which it may be identified.

**“Mandatory Reclaimed Water Service Area (MRWSA)”** means the zone or portion the of service area identified by the City of Williston Water and Wastewater Utility Department (Appendix A, Exhibit G) where (i) Reclaimed Water service will be available within ten (10) years, and (ii) all new developments are required to install Reclaimed Water infrastructure, and (iii) customer connection to the Reclaimed Water System is mandatory.

**“DSS”** or **“Water, Wastewater and Reclaimed Water Standards DSS”** means the City of Williston Utility Department Water, Wastewater, and Reclaimed Water Standards DSS and amendments thereto, as adopted by the Council and amended by resolution from time to time.

**“Medical Waste”** means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.

**“Monthly Average”** means the sum of all “daily discharges” measured during a calendar month divided by the number of “daily discharges” measured during that month.



**"Monthly Average Limit"** means the highest allowable average of "daily discharges" over a calendar month, calculated as the sum of all "daily discharges" measured during a calendar month divided by the number of "daily discharges" measured during that month.

**"Multi-Family or Multiple Family Residential"** see definition of "Dwelling, Multi-Family" or "Multiple Family."

**"Multi-Family ERC Adjustment Factor"** means factor used to determine number of ERCs for Multi-Family Accounts calculated by multiplying the number of Multi-Family Dwelling Units served by the Account times the Multi-Family ERC Adjustment Factor.

**"National Categorical Pretreatment Standard"** means any regulation containing Pollutant Discharge limits promulgated by the EPA in accordance with Sections 307(b) and (c) of the Clean Water Act (33 U.S.C. 1317) which applies to a specific category of Industrial Users.

**"National Pollutant Discharge Elimination System Permit"** or "NPDES Permit" means a permit issued pursuant to Section 402 of the Clean Water Act (33 U.S.C. 1342).

**"New Source"** means the following:

- (1) Any building, structure, facility, or installation from which there is (or may be) a discharge or pollutants, the construction of which commenced after the publication of proposed pretreatment standards under Section 307(c) of the Clean Water Act (33 U.S.C. 1347) that will be subject to standards promulgated in accordance with that Section, provided that:
  - (a) The building, structure, facility, or installation is constructed at a site at which no other source is located; or
  - (b) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or
  - (c) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an Existing Source at the same site. In determining whether these are substantially independent Sources, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered.
- (2) Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1) (b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.
- (3) Construction of a New Source as defined under this Section has commenced if the owner or operator has:
  - (a) Begun, or caused to begin, as part of a continuous onsite construction program
    - (i) Any placement, assembly, or installation of facilities or equipment; or

- (ii) Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of New Source facilities or equipment; or
- (b) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this Section.

**"Noncontact Cooling Water"** means water used for cooling which does not come into direct contact with any raw material, product, byproduct, or waste.

**"Non-Residential"** means use classifications that are not residential in nature, and include: commercial, industrial, government, institutional, campgrounds, retail, agricultural, nursing homes, motels, hospitals, and similar use classifications.

**"Notice to Show Cause" or "NSC"** means a written notice issued by the City giving a Person opportunity to demonstrate to the City why a permit should not be revoked or service terminated.

**"Notice of Significant Violation" or "NOSV"** means a written notice provided by the City when it has been determined that a significant violation has occurred.

**"Ordinance" or "Utility Ordinance"** means this Ordinance as adopted, amended, or supplemented.

**"Other Waste"** means municipal refuse, decayed wood, sawdust, shavings, bark, lime, sand, ashes, offal, oil, tar, chemicals, and all other substances as distinct from Domestic Waste, Industrial Waste, or Food Waste.

**"Owner"** means the owner of the freehold real estate, as appears by deed of record, agreement for deed, or properly executed contract for purchase.

**"Parcel"** means a tract of land or group of contiguous, compact lots under single ownership, identified as a Parcel on the Property Appraiser's maps.

**"Pass Through"** means a discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City NPDES permit, including an increase in the magnitude or duration of a violation.

**"Permit"** means written approval by the Director that allows a Person to proceed with something regulated by this Ordinance or the LDC, or to discharge into the City Wastewater System.

**"Person"** means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity; or their legal representatives, agents, or assigns. This definition includes all Federal, State, and local governmental entities.

**"pH"** means a measure of the acidity or alkalinity of a solution, expressed in standard units.

**"Point of Delivery/Connection"** means the point of transition between the City and Private utility infrastructure. Typically, this occurs at the connection on the Customer's side of the water or reclaimed water meter, however in certain instances may occur at the public right of way or dedicated utility easement. For Wastewater, the Point of Delivery/Connection is at the public right of way or dedicated utility easement, when an access point is available to the City. It will be the resident or Customers responsibility to provide access to the wastewater tap and connection in order for the City to make any type of repair or determination of failure.

**"Pollutant"** means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, Medical Wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

**"Pollution"** means the man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water.

**"Pretreatment"** means the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to, or in lieu of, introducing such pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical or biological processes, process changes or by other means, except by diluting the concentration of the pollutants unless allowed by an applicable Pretreatment Standard.

**"Pretreatment Requirements"** means any substantive or procedural requirement related to pretreatment imposed on a User other than a Pretreatment Standard.

**"Pretreatment Standards"** means prohibited discharge standards, Categorical Pretreatment Standards, and Local Limits.

**"Private Well"** means a water supply well which is constructed and operated to supply water to a private property or a private use (i.e. private water system) as defined by Chapter 62-532 F.A.C., and is typically permitted through the Florida Department of Health.

**"Prohibited Discharge Standards or Prohibited Discharges"** means the absolute prohibitions against the discharge of certain substances under Section 17 of this Ordinance or the City's Land Development Code, whichever is most stringent.

**"Project"** means the proposed Development of a particular Parcel or Parcels of land involving a land use or group of land uses at a particular density and/or intensity pursuant to a development order.

**"Publicly Owned Treatment Works" or "POTW"** means a treatment works, as defined by Section 212 of the Clean Water Act (33 U.S.C. §1292) which is owned by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling, and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a wastewater treatment plant.

**"Rate Blocks"** means volumes of water consumption within specific limits as provided for in the Utility Rate Tariff.

**"Reclaimed Water"** or "Reuse" means water that has received at least the minimum level of treatment and disinfection specified in either the Florida Administrative Code (FAC) or specific permits and is reused after flowing out of a domestic Wastewater Treatment facility. It may also include other water sources as determined by the Director.

**"Reclaimed Water Line"** means a Reclaimed Water transmission or distribution line.

**"Reclaimed Water System"** means and shall include any system, facility or property, and additions, extensions and improvements thereto, designed to convey and distribute Reclaimed Water to one or more users of Reclaimed Water.

**"Reclaimed Water Treatment Plant"** means that portion of the City Reclaimed Water System, which is designed to provide non-potable water through the treatment of wastewater effluent and/or other water sources including water supply, onsite storage and high service pumping.

**"Residential"** means a use classification relating to or consisting of housing providing living accommodations including Single-Family, Duplex, or Multi-Family Dwelling Units.

**"Sanitary Convenience"** means facilities such as toilets, sinks, and drains used to convey sanitary Wastewater.

**"Sanitary Sewer"** means a Sewer carrying domestic and/or non-domestic waste, to which storm, surface, and groundwater are not intentionally admitted.

**"Septic Tank"** means a watertight receptacle constructed to promote separation of solid and liquid components of wastewater to provide limited digestion of organic matter, to store solids, and to allow clarified liquid to discharge for further treatment and disposal into a drain field. Septic Tank systems are regulated by Chapter 64E-6, F.A.C.

**"Septic Tank Waste"** means any sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

**"Septic Tank Waste Hauler"** means a person that pumps Septic Tank Waste from holding tanks, and transports same via a motor vehicle to a Wastewater System for disposal.

**"Service"** means the readiness and ability on the part of the City Utility to furnish and maintain Water, Wastewater, and/or Reclaimed Water service to the Point of Delivery/Connection for each Lot or tract (pursuant to applicable rules and regulations of applicable regulatory agencies).

**"Severe property damage"** means substantial physical damage to property and/or treatment facilities which causes the property or facilities to become inoperable, or substantial and permanent loss or damage of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production.

**"Sewage"** means human excrement and gray water (household showers, dishwashing operations, etc.).

**"Sewer"** means a pipe or conduit designed for carrying Wastewater.

**"Sewer Line"** means a sewer force main or gravity line or any other facility designed and used for the specific purpose of carrying Wastewater.

**"Significant Industrial User"** means, except as provided in sub-sections (3) and (4) of this definition:

- (1) An Industrial User subject to Categorical Pretreatment Standards; or
- (2) An Industrial User that:
  - (a) Discharges an average of twenty-five thousand (25,000) gpd or more of process Wastewater to the POTW (excluding sanitary, Noncontact Cooling Water and boiler blowdown Wastewater);
  - (b) Contributes a process waste stream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or
  - (c) Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement.
- (3) The City may determine that an Industrial User subject to Categorical Pretreatment Standards is a Non-Significant Categorical Industrial User rather than a Significant Industrial User on a finding that the Industrial User never discharges more than 100 gallons per day (gpd) of total categorical Wastewater (excluding sanitary, Non-contact Cooling Water and boiler blowdown Wastewater, unless specifically included in the Pretreatment Water Standard) and the following conditions are met:
  - (a) The Industrial User, prior to the City's finding, has consistently complied with all applicable Categorical Pretreatment Standards and Requirements;
  - (b) The Industrial User annually submits the Certification Statement required in the Certification Statements Section of this Ordinance, together with any additional information necessary to support the Certification Statement; and
  - (c) The Industrial User never discharges any untreated concentrated Wastewater.
- (4) Upon a finding that a User meeting the criteria in Subsection (2) of this part has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard the City may at any time, on its own initiative or in response to a petition received from an Industrial User, and in accordance with procedures in 40 CFR 403.8(f)(6), determine that such User should not be considered a Significant Industrial User.

**"Significant Noncompliance"** means one or more of the following violations of Wastewater Discharge limits:

- (1) Chronic violations of Wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six (6) month period exceed (by any magnitude) a numeric

Pretreatment Standard or Requirement, including Instantaneous Maximum Allowable Discharge Limits;

- (2) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of Wastewater measurements taken for each pollutant parameter during a six (6) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Maximum Allowable Discharge Limits multiplied by the applicable criteria (1.4 factor for BOD, TSS, fats, oils and grease, and 1.2 factor for all other pollutants except pH);
- (3) Any other violation of a Pretreatment Standard or Requirement (Daily Maximum, long-term average, Instantaneous Maximum Allowable Discharge Limit, or narrative standard) that the Director determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;
- (4) Any Discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the Director's exercise of its emergency authority to halt or prevent such a Discharge;
- (5) Failure to meet, within ninety (90) days of the scheduled date, a compliance schedule milestone contained in a Wastewater discharge permit or enforcement order for starting construction, completing construction, or attaining final compliance;
- (6) Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with Categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- (7) Failure to accurately report noncompliance; or
- (8) Any other violation(s), which may include a violation of Best Management Practices, which the Director determines will adversely affect the operation or implementation of the local pretreatment program.

**"Significant Violation"** means a violation which remains uncorrected forty-five (45) days after notification of non-compliance; or which is part of a pattern of non-compliance over a twelve (12) month period; or which involves a failure to accurately report noncompliance; or which resulted in the Director exercising emergency authority.

**"Sludge"** means any solid or semisolid waste generated from a municipal, commercial, or industrial wastewater treatment plant, water treatment plant, or air pollution control facility exclusive of the treated effluent from a wastewater treatment plant.

**"Slug Load" or "Slug Discharge"** means any discharge at a flow rate or concentration which could cause a violation of the prohibited Discharge standards in Section 17 of this Ordinance. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential



to cause Interference, Pass Through or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

**"Specifications"** means the specifications contained in the City of Williston Utility Department Water, Wastewater, and Reclaimed Water Standards DSS.

**"Standards"** means the minimum design standards contained in the City of Williston Utility Department Water, Wastewater, and Reclaimed Water Standards DSS.

**"Standard Drawings"** means the detailed drawings contained in the City of Williston Utility Department Water, Wastewater, and Reclaimed Water Standards DSS.

**"Storm Water"** means any flow occurring during or following any form of natural precipitation, and resulting from such precipitation.

**"City of Williston Utility Rate Tariff"** means a defined schedule of rates, fees and charges known as the Utility Rate Tariff.

**"Subdivision"** means any vacant or improved property that is divided into two (2) or more Lots, Parcels, sites, Plats, Tracts, or interests for the purpose of Development. Subdivision includes re-subdivision.

**"Tampering FEE"** – Means any change, manipulation, servicing, labor, settings, or usage by anyone other than the COW on the city side of connection by the resident or owner or any representative of the owner either directly or indirectly.

**"Tapping Fee"** means fees charged for making a new or resized water, reclaimed water, and or wastewater tap or meter installation.

**"Total Suspended Solids" or "Suspended Solids"** means the total suspended matter that floats on the surface of, or is suspended in Water, Wastewater, or other liquid, and that is removable by laboratory filtering.

**"Transmission Reclaimed Water Infrastructure"** means the piping, storage, pumping and appurtenances transporting Reclaimed Water from a point of interconnection with a Wastewater Treatment Plant and/or other major Reclaimed Water treatment facilities owned either by the City or by others to point(s) of connection with Reclaimed Water Distribution Facilities.

**"Transmission Water Infrastructure"** means the piping, storage, pumping and appurtenances transporting potable water from a point of interconnection with a Water Treatment Plant and/or other major water treatment facilities owned either by the City or by others to point(s) of connection with Water Distribution Facilities.

**"Transmission Wastewater Infrastructure"** means the piping, storage, pumping and appurtenances transporting wastewater from a point(s) of connection with Wastewater Collection Facilities to a point(s) of interconnection with a Wastewater Treatment Plant and/or other major wastewater collection facilities owned either by the City or by others.

**"Treated"** means reducing the pollution content in Wastewater to required Discharge standards.

**"Unit"** means a Dwelling Unit for residential uses. For nonresidential uses, "Unit" means a room or rooms connected together, constituting a separate independent establishment for use by a business, government, or other organization or entity, physically separated from other rooms or units, which may be in the same structure.

**"Unit Connection Fee"** means the fees established by this Ordinance, which are designated to recover costs associated with treatment and major transmission improvements installed and funded by the Utility to provide system capacity benefits for new service connections and existing connections requesting additional service.

**"Untreated"** means Wastewater, which does not receive any treatment prior to discharge.

**"Upset"** means an exceptional incident in which there is unintentional and temporary noncompliance with permitted pretreatment standards because of factors beyond the reasonable control of the Industrial User. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

**"User"** means any Person that Discharges, causes, or allows the Discharge of Wastewater into the City Wastewater System or any Connected System.

**"Utility Department," "The Department," "The Utility," or "County Utilities"** means the City of Williston Water and Wastewater Utility Department.

**"Volume Charge"** means charge for water, wastewater, and/or reclaimed water service calculated by multiplying the Volume Rate by the gallons of water and/or reclaimed water consumed as identified by the Account Holder's monthly metered water and/or reclaimed water consumption, in thousands of gallons.

**"Volume Rate"** means a price per thousand (1,000) gallons or other measure of metered Water, Wastewater, and/or Reclaimed Water consumption.

**"Wastewater"** means liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are delivered to the POTW.

**"Wastewater Service Area"** means the area served or designated to be served by the City of Williston Utility Wastewater System.

**"Wastewater Collection Facility"** means the gravity and pressurized forcemain piping, pump station facilities, and other related appurtenances providing availability of wastewater collection service from a Point of Delivery/Connection with a property to a point of interconnection with Transmission Wastewater Infrastructure.

**"Wastewater System"** means and shall include any plant, system, facility or property, and additions, extensions and Improvements thereto at any future time constructed or acquired as part thereof, useful or necessary or having a present capacity for future Use in connection with the collection, treatment, purification and disposal of Wastewater of any nature or originating from any source. Without limiting the generality of the foregoing definition, Wastewater System shall include treatment plants, pumping stations, lift stations, valves, force mains, intercepting sewers, laterals, pressure lines, mains and all necessary

appurtenances and equipment, all Wastewater mains and laterals for the reception and collection of Wastewater from premises connected therewith, and all real and personal property and any interest therein, rights, easements and franchises of any nature whatsoever relating to any such system and necessary or convenient for the operation thereof.

**“Wastewater Treatment Plant”** means that portion of the City Wastewater System which is designed to provide treatment of municipal sewage and industrial waste. Wastewater Treatment Plants which produce Reclaimed Water are also known as Water Reclamation Facilities.

**“Water and/or Wastewater Treatment Capacity”** means the maximum demand that can be accommodated by the City Water and/or Wastewater Treatment facilities using the adopted Level of Service.

**“Water”** means the potable liquid obtained from the City’s Water Treatment Plant and/or acquired from other sources.

**“Water Line”** means a water transmission or distribution line.

**“Water Service Area”** means the area either served or designated to be served by the City of Williston Water System.

**“Water System”** means and shall include any plant, system, facility or property, and additions, extensions and Improvements thereto at future times, constructed or acquired as part thereof, useful or necessary or having the present capacity for future Use in connection with the development of sources, treatment or purification and distribution of water. Without limiting the generality of the foregoing definition, Water System shall include dams, reservoirs, public supply wells, storage tanks, mains, lines, valves, pumping stations, laterals and pipes for the purpose of carrying water to the premises connected with such system, and shall include all real and personal property and any interest therein, rights, easements and franchises of any nature whatsoever relating to any such system and necessary or convenient for the operation thereof.

**“Water Treatment Plant”** means that portion of the City Water System, which is designed to obtain and treat raw water to potable water standards, including onsite storage and high service pumping.

**“WEF”** means the Water Environment Federation. Any reference to WEF standards shall mean the most recently published revision unless otherwise specified.

SECTION 3. ACRONYMS

ADD – Average Daily Demand  
ASTM – American Society of Testing Materials  
AWWA – American Water Works Association  
BOD – Biochemical Oxygen Demand  
CFR – Code of Federal Regulations  
COD – Chemical Oxygen Demand  
COW – City of Williston  
DEP – Florida Department of Environmental Protection  
DOC – Demonstration of Compliance  
DRI – Development of Regional Impact  
DSS – Design Standards and Specifications  
DU – Dwelling Unit  
EIC – Equivalent Irrigation Connection  
EPA – United States Environmental Protection Agency  
ERC – Equivalent Residential Connection  
ERU – Equivalent Residential Unit  
FDEP – Florida Department of Environmental Protection  
IU – Industrial User  
IWD Permit – Industrial Wastewater Discharge Permit  
LDC – Land Development Code  
MRWSA – Mandatory Reclaimed Water Service Area  
NPDES – National Pollution Discharge Elimination System  
NSC – Notice of Show Cause  
NOSV – Notice of Significant Violation  
POTW – Publicly Owned Treatment Works  
RCRA – Resource Conservation and Recovery Act

SECTION 4. CONNECTIONS WITH CITY WATER, WASTEWATER, AND RECLAIMED WATER SYSTEMS REQUIRED WITH CERTAIN EXCEPTIONS

A. The Owner of each new Improvement within the City's Water Service Area that (1) has, (2) is required to have, pursuant to this Ordinance, the City Comprehensive Plan and/or any other City Regulation, or (3) uses, potable water, shall connect or cause such Improvement to be connected to the City Water System. Such Improvements shall connect to the City Water System within 90 days following notification to do so by the Director or his designee. No connection shall be required where the nearest City Water Line is more than two hundred and fifty feet (250) from the property line on which the Improvement is located, or where the total length of the service line providing the Connection (water main to main structure) exceeds 500 feet with the following exception:

All new or undeveloped Subdivisions within the City's Water Service Area that are platted and recorded in the official public records of the City and all new Planned Unit Developments (PUD), and Planned Rural Developments (PRD) which are approved by the Board, and any platted Subdivision shall have each subdivision lot or PUD/ PRD Parcel connected to, or prepared for Connection to any Water Line located within 2,640 feet (1/2 mile) that is either (i) existing and operated by the City or scheduled to be operated by the City on the date of plat approval or PUD/ PRD approval; or (ii) scheduled to be constructed and operated by the City within one year after submission of plans by an Applicant for construction permit review; or (iii) included in a required Development Agreement and/or Cost Share Agreement for an area that includes the planned improvements.

B. The Owner of each Improvement within the City's Wastewater Service Area that is currently using or required to use Wastewater treatment facilities, or from which Wastewater is discharged, shall connect, or cause such Improvement to be connected, to the City Wastewater System when such Improvement meets any of the following criteria:

- (1) A single-family residential zoned parcel property line on which the Improvement is located is within 250 feet of a City sewer line and the Improvement can be served by gravity flow to the City sewer line; or
- (2) The single-family residential zoned parcel property line of such Improvement is within 500 feet of a City Sewer Force Main, the distance between the Force Main to the main structure does not exceed 5000 feet, and the Environmental Health Department will not issue a permit for the repair of an existing septic system; or
- (3) A parcel that is zoned other than single family residential property line of such Improvement is within 500 feet of a City Gravity Sewer Main or 2,640 feet (1/2 mile) of a City's Sewer Force Main, or the Environmental Health Department will not issue a permit for the repair of an existing septic system; or
- (3) The property is:
  - a. located within a new or undeveloped Subdivision that is platted and recorded in the official public records of the City; or
  - b. a new Planned Unit Development (PUD), or Planned Rural Development (PRD) approved by the Board; or

- c. a platted subdivision with lots within the Subdivision or PUD/ PRD Parcel connected to, or prepared for Connection to any Sewer Line located within 5,280 feet (1 mile) that is either: (i) existing and operated by the City or scheduled to be operated by the City on the date of plat approval or PUD/ PRD approval; or (ii) scheduled to be constructed and operated by the City within one year after submission of plans by an Applicant for construction permit review; or (iii) included in a required Development Agreement and/or Cost Share Agreement for an area that includes the planned improvements.

Such Improvements shall connect to the City Wastewater System prior to receipt of a certificate of occupancy or within 90 days following notification to do so by the Director or his designee.

C. All new Residential Developments that are platted and recorded in the official public records of the City all new Non-Residential Development parcels, and all new PUD/ PRD that are approved by the Board which are located within the City's Mandatory Reclaimed Water Service Area (MRWSA) shall install Reclaimed Water facilities. Connection to the Reclaimed Water System within the MRWSA shall be mandatory for each Improvement which has lawn or landscaping within the subdivision or PUD/ PRD. The following exceptions shall apply regarding infrastructure and required connection within the MRWSA:

- (1) Single Family Residential Developments which will have less than 20 units at buildout, notwithstanding any phasing, and the boundary for which is located greater than 500 feet from the existing or proposed Reclaimed Water system as documented by the issued Utility Availability Letter.
- (2) Multi-Family or Non-Residential Properties which (i) are not part of a larger PUD/PRD which is required to install Reclaimed Water Service, (ii) will have a landscaped irrigable area less than 0.25 acres at buildout, and (iii) are located more than 500 feet from the existing or planned expansion of the Reclaimed Water System which will be completed within 2 years.
- (3) Multi-Family or Non-Residential Properties which (i) are not part of a larger PUD/PRD which is required to install Reclaimed Water Service, and (ii) which will have a landscaped irrigable area less than 2 acres at buildout and (iii) are located greater than 1,000 feet from the existing or planned expansion of the reclaimed water system which will be completed within 2 years.
- (4) Existing Residential or Non-Residential properties which perform property Improvements which do not require rezoning or increase the intensity of usage or demand for Reclaimed Water.

If a project within the MRWSA qualifies for an exemption for reclaim water connections for irrigation, an alternative water source must be utilized for irrigation that is separate from the potable water distribution system. In no case shall potable water be utilized for irrigation.

All new Subdivisions that are platted and recorded in the official public records of the City and all new PUD/ PRD that are approved by the Board which are located outside of the City's Mandatory Reclaimed Water Service Area (MRWSA) shall install separate water distribution facilities that will be supplemented with alternate water supplies for irrigation.

The following exceptions shall apply regarding infrastructure and required connection located outside of the MRWSA:

- (1) Single Family Residential Developments which will have less than 50 units at buildout, notwithstanding any phasing, and the boundary for which is located greater than 500 feet from the existing or proposed Reclaimed Water system as documented by the issued Utility Availability Letter.
- (2) Multi-Family or Non-Residential Properties which (i) are not part of a larger PUD/PRD which is required to install Reclaimed Water Service, (ii) will have a landscaped irrigable area less than 0.25 acres at buildout, and (iii) are located greater than 500 feet from the existing or planned expansion of the Reclaimed Water System which will be completed within 2 years.
- (3) Multi-Family or Non-Residential Properties which (i) are not part of a larger PUD/PRD which is required to install Reclaimed Water Service, (ii) which will have a landscaped irrigable area less than 2 acres at buildout, and (iii) are located greater than 1,000 feet from the existing or planned expansion of the reclaimed water system which will be completed within 2 years.
- (4) Existing Residential or Non-Residential properties which perform property Improvements which do not require rezoning or increase the intensity of usage or demand for Reclaimed Water.

The properties that qualify for this exception which are not required to install separate irrigation water distribution facilities shall implement an approved water conservation plan which shall include the following conservation practices:

- (1) Smart irrigation controller systems utilizing soil moisture sensors.
- (2) Florida Friendly or Xeriscape Landscaping.
- (3) Water conservation Best Management Practices (BMP).

A map of the MRWSA is presented in Appendix A, Exhibit G of this Ordinance. The MRWSA may be revised from time to time by resolution of the Board as deemed technically necessary.

D. Notwithstanding paragraphs A, B, and C above, unless required by the Comprehensive Plan, Land Development Code, or by Rule 64E-6, F.A.C., there is no mandatory requirement that an existing Improvement connect to the City's Water, Wastewater, and/or Reclaimed Water System when, as part of its normal operations, such existing Improvement has been and is regularly operating, maintaining and using its own Water and/or Wastewater facility immediately prior to the City (i) installing or operating Water, Sewer, or Reclaimed Water Lines capable of serving such Improvement, and (ii) making City water, Wastewater, and/or Reclaimed Water service available to such existing Improvement. Should an existing well casing require repair or replacement where a permit is required for the work to be done and there is a City water line within two hundred (200) feet from a property line, the improvement shall be connected to the City Water System, provided the total length of the service line to the main structure does not exceed 500 feet. Should a septic tank or other onsite Wastewater treatment system require repair or



replacement where a Permit is required for the work to be done and there is a City gravity sewer line within one hundred (100) feet from a property, the improvement shall be connected to the City Wastewater System, provided the sewer main distance to the main structure does not exceed 500 feet. In addition, existing Improvements must be demonstrated to be performing in accordance with Florida Department of Environmental Protection (FDEP) and Southwest Florida Water Management District (SWFTMD) regulations, with no violations.

E. Unless otherwise authorized by the Director or his designee, any Person or Large User required to or otherwise requesting to interconnect to the Reclaimed Water System shall first sign a Base User Agreement or Large User Agreement with the City substantially in the form provided in Appendix A, Exhibit H and I, respectively, of this Ordinance.

F. This Ordinance does not require or entitle any person to cross the private property of another person to make any Water, Wastewater, or Reclaimed Water Connection.

G. It shall be unlawful for any Person that has connected to the City Water, Wastewater, or Reclaimed Water Systems in accordance with the requirements of this Ordinance to subsequently disconnect from the City System and/or connect their plumbing system to another water supply source, wastewater disposal system, or reclaimed water system without the prior written approval of the Director or his designee.

## SECTION 5. LINE EXTENSION PROGRAM

The city may design and construct certain Line Extensions through a Line Extension project, if such project meets the following minimum criteria and the Line Extension infrastructure charge is paid by the applicant as provided below:

1. A Line Extension's request must be submitted by the Owner of the property seeking service, not a tenant or other occupant.
2. The request seeks service to existing Single-Family Dwellings only, not commercial property.
3. The Property requesting service is 250 feet or less from existing infrastructure.
4. The Line Extension would not cross any Roadway classified as a Major Collector, Arterial, or State Road, as defined in the Land Development Code.

Proposed Line Extension projects that do not meet the above minimum criteria shall be fully designed, permitted, and constructed by the Person requesting service, and shall comply with the Standards. The Department reserves the right to reject or cancel Line Extension projects at any time, if it is determined by the Department, and approved by the Director, that the project is either technically or financially infeasible, and shall notify the requester of any such determination as soon thereafter as reasonably possible.

In addition to unit connection, meter, tap and other applicable fee(s), a Line Extension infrastructure charge shall be estimated by the Department and charged for each project qualifying for this program, to reflect Line Extension design, permitting and construction costs. The charge shall be based on current unit costs for necessary continuing contractors and for utility supplied materials and labor plus 25%. The Department may also charge a Line Extension estimate fee, as provided in the Utility Rate Tariff, Schedule H, reflecting Department staff time and resources for preparing the estimate, which such fee shall be paid by the Applicant for a Line Extension prior to preparation of the estimate of the Line Extension Infrastructure Charge. The final Line Extension infrastructure charge for each project shall be based upon the Line Extension estimate and shall be paid by the Applicant, together with payment of all other applicable fees required for connection, prior to commencement of the Line Extension project design. All estimates for the Line Extension Infrastructure Charge shall be valid only for 90 business days. All fees and charges shall be non-refundable.

The City reserves the right to extend service lines as necessary to provide service when in the best interest of the City, which shall be facilitated by a service agreement approved by the Board.

SECTION 6. REGULATION OF WATER, WASTEWATER, AND RECLAIMED WATER CONNECTIONS FOR IMPROVEMENTS; METERS REQUIRED

A. All Connections shall be made, and meters installed in accordance with rules and regulations which shall be adopted from time to time by resolution of the Council, which rules and regulations may provide for a tapping fee for making any such Connections and installing any such meters in such reasonable amount as the Board may fix and determine by resolution. The Director or his designee may for good cause and under such conditions as may reasonably assure him that all monthly user rates will be timely paid, allow the use of one Connection and/or meter by more than one (1) Unit. Nothing herein shall be deemed to prevent the City from establishing and charging Wastewater rates based upon water consumption monitored by water meters.

B. Every Connection shall be made in accordance with the DSS. In the event a connection is not made as outlined in the DSS, the Director shall, at his option, 1) complete the Connection in accordance with the DSS's requirements at the expense of the Owner of the premises being served and have a stop cock/valve installed. The expenses shall include parts, materials, and labor plus 25% of the cost of such expenses; or 2) cause the service to be disconnected after a 30-day notice has been provided in writing mailed or delivered to the Account Holder's last known address according to Department records; or 3) cause the service to be immediately disconnected where such connection is deemed a risk to public health and/or safety. In the event of immediate disconnection, the Department shall notify the Account Holder initially either by direct contact or written notice left on the property (i.e. door hanger notice) and subsequently by written notification mailed or delivered to the Account Holder's last known address. The Department shall bill the Account Holder for expenses for disconnection including parts, materials, and labor plus 25% of such said expenses.

C. All Service from a City water main on City or FDOT right-of-way/utilities easement to the property line must be installed by the Utility Department or, upon written request and approval by the Director, by a utility contractor licensed to operate within the State of Florida, in accordance with the DSS, and at the expense of the Applicant. Each Unit with separate Applicants must be supplied by a separate service pipe from the meter to the Improvement. All improvements must be approved, and progress monitored, at the applicant's expense by the City of Williston Engineer(s).

D. All Persons using the City Water and/or Wastewater System shall provide for the use of City water meters to monitor all water entering any Unit using potable water and/or from which sewage or wastewater is discharged. All Persons receiving service from the City Reclaimed Water System shall provide for the use of City reclaimed water meters to measure all reclaimed water utilized for irrigation of property.

E. The Owner of parcels with multiple buildings or improvements located on the property to receive City Water and/or Wastewater Service shall construct and pay for facilities required to provide the appropriate service to all buildings or improvements located on the property. In cases where there are multiple buildings or improvements on a parcel which are individually addressed, the buildings/improvements shall be individually metered.

E. Application and fees. The owner of any building or his Agent shall make an Application on a form furnished by the City of Williston prior to making a Connection to the City Water, Wastewater, or Reclaimed Water System. The application shall be supplemented by such plans, specifications, and other information considered pertinent by the Director or his designee. The appropriate Unit Connection Fee shall be paid to the City of Williston before a Connection is approved.

F. Owner's responsibilities. All costs and expenses due to the installation and Connection of a Building Water, Wastewater, or Reclaimed Water System shall be borne by the Owner. The Owner's Building Water, Wastewater, and Reclaimed Water installation shall be subject to inspection and approval by the City Utility Department. The Owner shall grant the Department easements in cases where City owned and maintained utility infrastructure is required to be located on private property to provide service.

G. Separate Sewer required. A separate and independent Building Sewer shall be provided for every building, except where one building stands at the rear of another on an interior lot and no private Sewer is available or can be constructed to the rear building through an adjoining alley, courtyard, easement, or driveway. In that case, the Building Sewer from the front building may be extended to the rear building and the whole considered as one Building Sewer. However, independent Building Sewer shall be required when the rear Building discharge is a permitted user under the Utility Ordinance.

H. Design and construction. The size, slope, alignment, and construction materials of a Building Sewer, and the methods to be used in excavating, placing the pipe, jointing, testing, and backfilling the trench, shall conform to the DSS.

I. All Reclaimed Water Systems must be designed, installed, and used in accordance with Chapter 62-610 Florida Water Resource Management Rules. These rules include, but are not limited to, approved uses of Reclaimed Water, setback distances, cross-connection controls, hose bibs, signage, and separation from water lines.

J. Every account holder, either residential, commercial, or industrial, is REQUIRED to have a working customer side emergency shut off valve installed at their expense. The City of Williston will not be held liable for any damage from a broken customer side pipe or fixture.

K. It shall be unlawful for any Person, entity, or customer to sell barter, trade or otherwise transfer Water, Reclaimed Water, or Wastewater to any other Person, person entity or customer without written authorization from the Director or his designee.

L. The City reserves the right to temporarily interrupt service to any Person, entity or Customer from any portion of, or the entire Water System or Wastewater system, as deemed necessary by the City.

M. Runoff connections prohibited. It shall be unlawful for any Person to connect roof downspouts, exterior foundation drains, areaway drains, or other sources of surface runoff or groundwater to a Building Sewer or building drain connected directly or indirectly to the City Wastewater System.

N. Industrial floor drains prohibited. Floor drains located in industrial settings, rooms with generators, or other areas where fuel, oil, chemicals, or other materials prohibited under

Section 17 of this Ordinance are stored or routinely used shall not be connected directly to the City Wastewater System.

O. Grease interceptors and oil/water separators shall be required in accordance with the current City of Williston Oil and Grease Management Ordinance. All interceptors shall be of a type and capacity specified by the DSS and shall be regularly cleaned and maintained by the Account Holder for adequate performance.

P. Connection requirements. The Connection of the Building Sewer to the City Wastewater System shall conform to the requirements of the building and plumbing code and other applicable rules and regulations adopted by the City of Williston.

Q. Grinder Pump Operational Requirements. Owners of private pump stations connected to the City system that utilize grinder pumps shall operate the pumps to remove 95 percent of the wet well contents during each pumping cycle. Owners of private pump stations may be required to modify or upgrade pumping equipment, at their expense, in such a manner as may be identified by the Director or his designee to address system service conditions. All grinder pump stations and systems will be repaired and maintained at the private owner's expense. It will be the responsibility of the owner/resident from the interior plumbing of the building or dwelling to the connection point of the city sewer main. All force main lines will be the responsibility of the owner/resident.

R. Public safety and property. All excavations for Building Sewer, Water, and/or Reclaimed Water installation shall be adequately guarded with barricades and lights to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in a manner and to a condition satisfactory to the City of Williston.

SECTION 7. CROSS CONNECTIONS BETWEEN SYSTEMS PROHIBITED; INSTALLATION OF AND STANDARDS FOR BACKFLOW PREVENTION DEVICES

Cross connections between the City Water System, Reclaimed Water System, and other water sources, systems, or equipment (including private wells) are hereby prohibited, except as provided for in the Cross-Connection Control Program DSS for Cross-Connection Control and Backflow Prevention, as may be amended from time to time, and in compliance with Rule 62-555.360(2), F.A.C. Violations of the provisions of the Cross-Connection Control Program DSS for Cross-Connection Control and Backflow Prevention, as may be amended from time to time, shall be prosecuted as provided in Section 36 of this Ordinance.

SECTION 8. UNLAWFUL CONNECTIONS AND INTERFERING WITH HYDRANTS OR WATER, WASTEWATER, AND/OR RECLAIMED WATER SERVICES ARE PROHIBITED

A. It shall be unlawful for any person to connect to any City Water, Wastewater, and/or Reclaimed Water Line except as authorized by this Ordinance. If not existing, the City may install lateral lines from the City main lines to the property line of the Lot or Parcel to be connected to the City Water, Wastewater, and/or Reclaimed Water System. The cost of such lateral line(s) shall be charged to the property Owner. No person shall connect a sewer line to a City Sewer Line, a water line to a City Water Line, or a reclaimed water line to a City Reclaimed Water Line without the prior written authorization of the Director or his designee, and unless installed in the manner specified by the DSS. Once so connected, such Person shall not connect, or allow to be connected, to the Water Line, any other water or reclaimed water lines or sources of water without the prior written authorization of the City. It shall be unlawful for any Person to discharge sewage or Wastewater into the City Wastewater System from a private sewer line that serves additional Users unless such Person has the prior written authorization of the City and unless an approved meter has been installed that measures the wastewater leaving each Unit that generates such wastewater.

B. It is unlawful for any person to interfere, or in any way tamper with any City fire hydrants, wells, reservoirs, basins, or with the Water in the same, or with the Water mains, pipes, plugs, meters or Connections, or to make any Connection therewith by tapping any of the pipes, mains, or fire lines without the written authorization of the Director or his designee, or to make any Connection in violation of the provisions of this Ordinance, or to knowingly permit such Connection or tapping to be made on the Person's property, in the Person's ownership, possession or control, or to knowingly use Water from such unauthorized Connection, unless the Person has received written authorization to do so by the Director and after approval of plans and specifications in accordance with the Water, Wastewater, and Reclaimed Water Standards DSS.

C. Unauthorized usage prohibited. It shall be unlawful for any Person to disturb, use, alter, or make connection to the City Water, Wastewater, and/or Reclaimed Water System without prior written permission from the Director or his designee.

D. If the Account Holder or any occupant of the premises served under the Person's account shall violate any provision of this section, then the City may remove, and confiscate equipment or materials used for the illegal connection. The Account Holder shall be liable for any costs, expense, or loss of revenues suffered by the City because of violation.

E. Violation of this section may be prosecuted as provided in Section 36.



SECTION 9. CONSTRUCTION OR ALTERATION OF WATER DISTRIBUTION SYSTEM, WASTEWATER COLLECTION SYSTEM, OR RECLAIMED WATER DISTRIBUTION SYSTEM CONNECTED TO THE CITY WATER, WASTEWATER, OR RECLAIMED WATER SYSTEM.

A. No Person shall construct a new water distribution system that is to be connected to the City Water System or substantially alter or improve any water distribution system that is connected to the City Water System, until the Director has first determined such construction to be in conformance with this Ordinance, City Water System specifications and is compatible with any long-range City Water System infrastructure plans that have been approved by the Council.

B. No Person shall construct a new wastewater collection system that is to be connected to the City Wastewater System or substantially alter or improve any wastewater collection system that is connected to the City Wastewater System, until the Director has first determined such construction to be in conformance with this Ordinance, City Wastewater System specifications, and is compatible with any long-range City Wastewater System infrastructure plans that have been approved by the Council.

C. No Person shall construct a new reclaimed water distribution system that is to be connected to the City Reclaimed Water System or substantially alter or improve any reclaimed water distribution system that is connected to the City Reclaimed Water System, until the Director or his designee has first determined such construction to be in conformance with this Ordinance, City Reclaimed Water System specifications and is compatible with any long range City Reclaimed Water System infrastructure plans that have been approved by the Council.

SECTION 10. CONNECTION OF IMPROVEMENTS WITHIN AREAS SERVED BY WATER, WASTEWATER, AND/OR RECLAIMED WATER UTILITY SYSTEMS ACQUIRED BY THE CITY.

With respect to residences, businesses, and other Improvements to be connected to any Water, Wastewater and/or Reclaimed Water System hereafter acquired by the City, the Council may establish by resolution Water, Wastewater and/or Reclaimed Water Unit Connection Fees, tapping fees, deposits, and charges that differ in amount or manner of payment from the corresponding fees, deposits, and charges imposed elsewhere in the City for connecting to the City Water, Wastewater and/or Reclaimed Water System. Such fees, deposits, and charges shall be fixed by resolution in amounts that are reasonable in consideration of the value of the particular water, wastewater and/or reclaimed water utility system acquired or purchased by the City, the acquisition cost incurred by the City for the utility system, any anticipated costs to place the utility system into operation or proper working order, or compliance with the DSS and such other factors as may be deemed pertinent. Each such resolution shall be adopted at or about the time of approval by the Council of acquisition of a utility system for the proposed resolution to be evaluated in conjunction with the decision on whether to acquire the utility system. A separate resolution may be adopted by the Council for Connections in the area served by each Water, Wastewater and/or Reclaimed Water System hereafter acquired by the city. The terms of such resolutions shall not contravene the provisions of any City Water, Wastewater and/or Reclaimed Water System bonds. This section applies only to: (i) any water system that includes at the time of acquisition by the City substantially completed distribution and/or Water Treatment facilities; (ii) any wastewater system that includes at the time of acquisition by the City substantially completed Wastewater collection and/or Wastewater Treatment facilities; and (iii) any Reclaimed Water system that includes at the time of acquisition by the City substantially completed Reclaimed Water distribution and/or Reclaimed Water Treatment facilities.

## SECTION 11. MAINTENANCE OF PLUMBING SYSTEMS

A. The Owner of every Improvement, Lot or Parcel connected to the City Water, Wastewater, and/or Reclaimed Water System shall be responsible for maintaining and keeping clear and in good repair the water, sewer, and reclaimed water pipes connecting the plumbing of Improvements thereon with the lines of the City System, and for maintaining and keeping the meter site accessible to City personnel and free of debris, shrubbery, and overgrowth within a two-foot radius of the meter box. Failure by the Owner to keep the meter site(s), pipe(s) and line(s) leading from the Owner's plumbing system to the City line(s) clean and maintained in accordance with this Section will give the City the right to close or disconnect the City water Connection to the Owner's meter site, pipe(s) and/or line(s), which shall not be reconnected or reopened until the Owner's meter site, pipe(s) and/or line(s) are cleaned and maintained in compliance herewith.

B. It shall be unlawful for any Property Owner to maintain a Building Sewer Lateral in a defective condition. As used in this Ordinance, "defective condition" includes, but is not limited to:

- (1) displaced joints, leaks or breaks;
- (2) root intrusion;
- (3) substantial deterioration;
- (4) damaged, uncapped or missing sewer clean-out;
- (5) damaged or missing Backflow Prevention Device;
- (6) in a condition that will allow infiltration and inflow of extraneous water, including, but not limited to rain, storm water or groundwater, or which allows exfiltration of Sewage;
- (7) in a condition that materially increases the possibility of a blockage or overflow;
- (8) constructed without a proper permit or with materials not approved by the City;
- (9) lack of a manufactured connection to the City's sewer system;
- (10) otherwise in violation of City requirements, or in such a condition that the tests required by this Ordinance cannot be accomplished to the satisfaction of the City.

C. A building sewer shall also be considered defective if it contains unpermitted materials, or lacks a manufactured connection to the main sewer, or is otherwise in violation of the City's Standard Specifications. If within a period of one year, a building sewer suffers more than one blockage resulting in an overflow, that building sewer shall be considered defective.

D. All sewer laterals or sewer clean-outs which contain sump pumps, down spouts or yard drains that discharge into the Public Sewer, and all other sources of accidental, negligent or intended introduction of storm runoff or similar waters into the Public Sewer are hereby declared unlawful and are a public nuisance, and shall be abated by the Property Owner, who is hereby required to remove or correct such improper sewer connections.

E. The owner is responsible for unstopping and cleaning any impediment to City sewer lines from the Improvement to the property sewer main tap. The owner also is required to repair any damaged sewer plumbing on the property which allows stormwater or groundwater intrusion to the City Wastewater System.

F. Except as provided in paragraph H (Common Interest Developments) of this Section, all Building Sewer Laterals for those new or existing buildings, including but not limited to those serving residential, multiple residential, commercial and industrial properties, that are connected from the Improvement to the property line, shall be cleaned and inspected as required in this Ordinance and at the Property Owner's expense when any of the following events occur:

- (1) The application for a certificate of occupancy for a new building.
- (2) The installation of additional plumbing facilities that produce a major increase (in the sole judgment of the City) in Sewage flow from the house, building, property or other structure served.
- (3) A change of use of the house, building, property, or other structure served from residential to business, commercial, or other non-residential use; or from non-residential, non-restaurant, non-commercial, non-industrial to restaurant, commercial, or industrial uses.
- (4) Upon repair or replacement of any portion of a Building Sewer Lateral.
- (5) Upon determination by the City that the cleaning, testing, repair, or replacement is required for the protection of the public health, safety, and welfare.
- (6) Prior to the close of escrow upon a sale or other transfer of the house, building, property, or other structure served or, if there is no escrow, prior to recording a deed or other document transferring title to the house, building, property or other structure served. A transfer of ownership between family members or into a revocable or irrevocable living trust does not require testing if reassessment of property value is not required by the Levy County Tax Assessor.
- (7) In a probate or other testamentary proceeding or in the event of a transfer pursuant to the terms of a joint tenancy termination, tenants in common termination, or other similar instrument, within one hundred eighty (180) days after the sale, transfer or conveyance of the house, building, property, or other structure served.

G. The following are exceptions to the sewer lateral cleaning and inspection requirements of paragraph F of this Section:

- (1) those buildings that were built within ten (10) years or less of the enactment of this Ordinance; or

- (2) buildings that have a Building Sewer Lateral that was replaced no more than ten (10) years prior to the triggering event provided in paragraph F of this Section.

H. COMMON INTEREST DEVELOPMENTS - 10 YEAR INSPECTION REQUIREMENT. The homeowners' association of a common interest development in which several individually owned units share common sewer laterals shall provide the City with inspection verification of all privately-owned Building Sewer Laterals within the common interest areas at least once every ten (10) years for compliance with the duties and obligations imposed by this Ordinance. If no homeowners' association exists, then the individual unit owners, both jointly and individually, shall be liable for the duties and obligations with respect to Building Sewer Laterals as established by the City of Williston Municipal Code.

I. In those instances where the Owner has a private water supply, but uses the City Wastewater System, the City shall have the right to close or disconnect the Owner's sewage pipe Connection to the City Wastewater System, and the Owner shall have no right to reconnect until the sewer pipe or line leading from the Owner's plumbing system to the City line has been maintained and cleaned and in compliance with this Ordinance. Any violation of this section by reconnecting the Owner's water line(s) or sewer line(s), before such water and/or sewer pipes and lines are cleaned and maintained in compliance with this Ordinance, shall be considered a violation of this Ordinance.

J. In the event of waste of Water or Reclaimed Water due to defective plumbing, or other reason regarding Owner's water, sewer or reclaimed water lines, or any other unreasonable waste, the Utility Department may notify the Owner of the waste and may terminate service at the meter without further notice if not corrected immediately.

SECTION 12. UNLAWFUL TO DAMAGE CITY WATER, WASTEWATER, AND/OR RECLAIMED WATER SYSTEM

It shall be unlawful for any Person to maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, apparatus, or equipment which is a part of the City Water, Wastewater, and/or Reclaimed Water System. Costs of repairing any damage to the City Water, Wastewater, and/or Reclaimed Water System caused by such acts and costs associated with additional treatment or alternative disposal methods necessary to meet effluent or sludge treatment and disposal requirements that result from a Person's violation of this Ordinance shall be paid or reimbursed by the Person responsible for the violation(s) and/or the Account Holder. Such a cost shall include the cost of material and labor plus 25%. Violation of this section may be prosecuted as provided in Section 36.

SECTION 13. RIGHT OF ENTRY FOR PURPOSE OF MAKING INSPECTION

The Director and authorized representatives of City shall have the right to enter upon any property for the purposes of inspection, observation, measurement, sampling, testing review and/or photocopying of records, or investigations as are necessary or appropriate in the enforcement of this Ordinance or any Permit or order issued hereunder. Entry shall be made during daylight or operating hours unless abnormal circumstances require otherwise.

A. Where a User has security measures in force which require proper identification and clearance before entry into its premises, User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Director or his designee will be permitted to enter without delay for purposes identified in this Ordinance.

B. The Director or his designee shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.

C. The Director or his designee may require the User to install monitoring and sampling equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by User at User's cost and expense. All devices used to measure Wastewater flow and quality shall be calibrated annually by City/User to ensure their accuracy.

D. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the User at the written or verbal request of the Director and shall not be replaced. The costs of clearing such obstruction shall be borne by the User.

E. Unreasonable delays in allowing the Director access to User's premises shall be a violation of this Ordinance.

F. The Director is authorized to apply to a court of competent jurisdiction for an inspection warrant pursuant to Chapter 933 of the Florida Statutes or any other administrative or search warrant as may be available pursuant to law or this Ordinance.

G. The City may deny or discontinue Water, Wastewater, and/or Reclaimed Water service to any customer failing to cooperate with the Department's inspection of their property under this Ordinance.



SECTION 14. WATER, WASTEWATER AND/OR RECLAIMED WATER LINES TO BE CITY PROPERTY

All Water, Wastewater, and/or Reclaimed Water Lines installed by a Developer and deeded to the City must meet the requirements outlined in the DSS and shall be the property of the City. Deeds transferring Water, Wastewater, and/or Reclaimed Water Lines to the City shall be approved by the Director or his designee with the City of Williston's Engineers and recorded in the City official public records at the Developer's expense.

SECTION 15. RESERVED FOR FUTURE USE AND CHANGES

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SECTION 16. RESERVED FOR FUTURE USE AND CHANGES

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SECTION 17. WASTE DISCHARGE LIMITS AND PROHIBITIONS.

A. Purpose and Policy. This Ordinance sets forth uniform requirements for Users of the POTW for the Department and enables the Department to comply with all applicable State and Federal laws, including the Clean Water Act (33 USC 1251 *et seq.*) and the General Pretreatment Regulations (40 CFR Part 403). The objectives of this Ordinance are:

- (1) To prevent the introduction of pollutants into the POTW that will interfere with the operation of the POTW;
- (2) To prevent the introduction of pollutants into the POTW which will pass through the POTW, inadequately treated, into receiving waters or otherwise be incompatible with the POTW;
- (3) To ensure that the quality of the wastewater treatment plant sludge is maintained at a level, which allows its use and disposal in compliance with applicable statutes and regulations;
- (4) To protect POTW personnel who may be affected by Wastewater and sludge in the course of their employment and to protect the general public; and
- (5) To improve the opportunity to recycle and reclaim Wastewater and sludge from the POTW.

This Ordinance shall apply to all Users of the POTW. The Ordinance authorizes the issuance of Wastewater discharge permits; authorizes monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

It shall be unlawful for any User to Discharge any waste into the City Wastewater System or any Connected System unless such Discharge is in accordance with this Ordinance, the City Utility Pretreatment Program, and the DSS.

B. Discharge Prohibitions. It shall be unlawful for any User to Discharge into the City Wastewater System or any Connected System any waste or Wastewater which causes pass through or interference. This general prohibition applies to all Users of the POTW whether they are subject to Categorical Pretreatment Standards or any other local, state or federal pretreatment standards or requirements. A User shall not Discharge into the City Wastewater System or any Connected System any waste or Wastewater containing any of the following:

- (1) Toxic or poisonous substances, chemical elements or compounds, taste or odor-producing substances, or any other substances which (i) are not amenable to treatment or reduction by the Wastewater treatment processes employed by the City Wastewater System; or (ii) are amendable to treatment only to such degree that the substance still interferes with the biological processes or efficiency of a City Wastewater System treatment plant; or (iii) Pass Through a City Wastewater System treatment plant and cause the effluent therefrom, or any other product from the plant, or the Water or groundwater into which it is Discharged, to fail to meet applicable City, state, or federal standards; or which

cause the City Wastewater System to be in noncompliance with Sludge, reuse, or Reclaimed Water use or disposal criteria, guidelines or regulations developed under any applicable local, state or federal regulations.

- (2) Toxic, noxious, or malodorous solids, liquids, or gases which either singly or by interaction with other waste or Wastewater (i) can create a public nuisance or hazard to human or animal life; (ii) may prevent human entry into a Sewer for its maintenance, inspection, or repair; or (iii) may create any hazard in the receiving waters of the City Wastewater System.
- (3) Liquids, solids, or gases which by reason of their nature or quantity are sufficient to cause fire or explosion or be injurious in any other way to the City Wastewater System or to its operation. Prohibited materials include, but are not limited to, Pollutants with a closed cup flashpoint of less than 140° F (60° C), using the test methods specified in 40 CFR 261.21, pollutants which City, the State of Florida, or any federal agency has determined to be a fire hazard to a POTW, and/or are Prohibited Discharges, and include, but not limited to: gasoline, kerosene, fuel oil, motor oil, naphtha, benzene, toluene, xylene, ethers, alcohols, detones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, and sulfides.
- (4) Radioactive Wastes or isotopes of such half-life or concentration that exceed limits established by local, state, or federal regulations.
- (5) Stormwater, surface water, groundwater, artesian well water, roof runoff, subsurface drainage, and swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted Wastewater except that approved by the Director in writing.
- (6) Domestic waste from septic tanks, portable toilets, or other similar facilities, unless approved by the Director in writing and discharged only at a site designated by the Director or his designee.
- (7) Petroleum, mineral, and non-biodegradable cutting oils in amounts that will cause Interference or Pass Through are prohibited.
- (8) Food Waste that has not been ground or comminuted to such a degree that all particles will be carried freely in suspension under flow conditions normally prevailing in public Sewers, with no particle greater than one-half (½) inch in any dimension and properly ground food waste in concentrations that prevent a City Wastewater System treatment plant from maintaining the required efficiency or cause operational difficulties. Garbage grinders may be connected to building sewers from homes, hotels, institutions, restaurants, hospitals, catering establishments, or similar places where garbage originates from the preparation of food in kitchens for the purpose of consumption on the premises or when served by caterers.
- (9) Inert Suspended Solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or dissolved solids (such as, but not limited to, sodium



sulfate) in such concentrations as to Pass Through or create an Interference with the operations of the City Wastewater System.

- (10) Any waste or Wastewater having a pH lower than 5.0 S.U. exhibiting any corrosive property which either singly or by interaction with other wastes can cause damage or hazard to structures, processes, equipment, or personnel of the city Wastewater System.
- (11) Any waste or Wastewater having a pH higher than 9.5 S.U. which either singly or by interaction with other wastes can cause damage or hazard to structures, processes, equipment, or personnel of the City Wastewater System.
- (12) Volume of flow or concentrations of wastes in such concentration and/or flow as to constitute a significant load on or shock to the City Wastewater System or constituting a "Slug", such that extraordinary measures are required by City Wastewater System staff to maintain operation or protect effluent or Sludge quality.
- (13) Any liquid or vapor having a temperature higher than 150° F (65° C) or which will inhibit biological activity in the treatment plant resulting in Interference, but in no case wastewater that causes influent to ~~County~~ City Wastewater System to exceed 104° F (40° C).
- (14) Solid or viscous substances in such quantities or of such size as to be capable of causing obstruction to the flow in a Sewer, or other Interference with the proper operation of any Connected System, such as but not limited to grease, uncomminuted Food Wastes, animal entrails or tissues, paunch manure, bones, hair, hides or fleshing's, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains or hops, waste paper, wood, plastics, rubber stoppers, tar, asphalt residues from refining or processing of fuel or lubricating oil, gasoline, naphtha, and similar substances either whole or ground.
- (15) Any liquid or waste causing excessive discoloration, such as but not limited to dye, printing wastes, and vegetable tanning solutions which results in a visible discoloration of the publicly owned treatment works effluent.
- (16) Any pollutant including oxygen demanding pollutants (BOD, COD, etc.), released in a Discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause Interference with a POTW.
- (17) Trucked or hauled wastes, except as authorized by the Director or his designee.
- (18) Sludges, screenings, or other residues from the pretreatment of industrial wastes.
- (19) Medical wastes, except as specifically authorized by the Director or his designee in writing.

(20) Wastewater causes, alone or in conjunction with other sources, the treatment plant's effluent to fail a toxicity test.

(21) Detergents, surface active agents, or other substances which may cause excessive foaming at the treatment plant.

Pollutants, substances, or Wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be Discharged to the POTW.

C. Compliance with Local Limits and National and Local Standards. No User shall Discharge Wastewater containing pollutants established for the City POTW using standard procedures, calculations, and methods acceptable to FDEP to protect against Pass Through, Interference, protection of POTW employees, and adverse effects on Wastewater residuals disposal. No industrial User shall Discharge process waste streams, unregulated waste streams, or dilute waste streams more than the concentrations set forth by the Director. Local Limits shall be included as Permit conditions and attached to each SIU wastewater permit issued. The Director may allow Discharges more than the established local limit for oil and grease as a Permit condition upon submission, by the IU, of a technical evaluation demonstrating that the subject Wastewater will cause no adverse effects to the receiving Wastewater collection system, POTW, Wastewater residuals or Reclaimed Water generated from the POTW. Wastewater exceeding the limitations provided herein shall not cause an accumulation of grease or create any other unacceptable impact to the collection system downstream of the permitted facility, the receiving POTW, the Wastewater residuals or the Reclaimed Water generated from the POTW.

The established Local Limits are subject to change and shall be modified as needed. Modifications to Local Limits must be reviewed and approved by FDEP prior to implementation. Implementation shall be effective 30 days from notice of acceptance of the modified limits by FDEP. Permitted IUs shall be issued an addendum to their Wastewater Discharge Permit containing the new Local Limits. The Director may develop BMPs, by ordinance or in individual Wastewater Discharge Permits, to implement Local Limits and the requirements of section 17.B of this Ordinance.

Local Limits apply at the point where the Wastewater is Discharged to the POTW. All concentrations for metallic substances are for total metal unless indicated otherwise. At his discretion, the Director may impose mass limitations in addition to or in place of the concentration-based limitations. A copy of the approved Local Limits may be obtained by mailing a request to the following location: **City of Williston Utilities 50 NW Main Street, Williston, Florida 32696.**

Waste concentrations in excess of the National Categorical Pretreatment Standards are prohibited. It is unlawful to increase the use of process water or to dilute a Discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in the National Categorical Pretreatment Standards, or in any other Pollutant-specific limitation developed by the City of Williston.

D. Wastewater Discharges from any Industrial User outside the City's jurisdiction are prohibited unless regulated to the same extent as are Discharges from within the Utility Department's jurisdictional boundaries.

- (1) If another municipality, or User located within another municipality, contributes Wastewater to the POTW, the Director or his designee shall enter a multi-jurisdictional or interlocal agreement with the contributing municipality.
- (2) Prior to entering into such an agreement, the Director or his designee shall request the following information from the contributing municipality:
  - a. A description of the quality and volume of Wastewater Discharged to the POTW by the contributing municipality or User;
  - b. An inventory of all Users located within the contributing municipality that are Discharging to the POTW; and
  - c. Such other information as the Director or his designee may deem necessary.
- (3) A multi-jurisdictional or interlocal agreement, shall contain the following conditions:
  - a. A requirement for the contributing municipality to adopt a sewer use ordinance which is at least as stringent as this Ordinance and Local Limits, including required baseline monitoring reports (BMRs), which are at least as stringent as those of the receiving POTW. The requirement shall specify that such limits must be revised as necessary to reflect changes made to the City's Ordinance or Local Limits;
  - b. A requirement for the contributing municipality to update the User inventory on at least an annual basis;
  - c. A provision specifying which pretreatment implementation activities, including Wastewater Discharge Permit issuance, inspection and sampling, and enforcement, will be conducted by the contributing municipality; which of these activities will be conducted by the City; and which of these activities will be conducted jointly by the contributing municipality and the City;
  - d. A requirement for the contributing municipality to provide the Director with access to all information that the contributing municipality or User obtains as part of its pretreatment activities;
  - e. Limits on the nature, quality, and volume of the contributing municipality or User's wastewater at the point where it Discharges to the POTW;
  - f. Requirements for monitoring the contributing municipality or User's Discharge;
  - g. A provision ensuring the Director or his designee access to the facilities of Users located within the contributing municipality's jurisdictional boundaries for the purpose of inspection, sampling, and any other duties deemed necessary by the Director;

- h. A provision specifying remedies available for breach of the terms of the multi-jurisdictional or interlocal agreement; and
- i. A provision granting the City the right to take action to enforce the terms of the contributing municipality's ordinance or to impose and enforce Pretreatment Standards and Requirements directly against Users in the event the contributing jurisdiction is unable or unwilling to take such action.

E. Local Pretreatment Standards. Waste concentrations more than the following City Pretreatment Standards shall not be Discharged into the City Wastewater System or any Connected System. The conventional Pollutants of BOD, TSS, and COD may, at the discretion of the Director or his designee, exceed the maximum limits based on plant capacity and compatibility of the Discharge within the treatment processes.

F. Pretreatment of Wastewater. Users shall provide Wastewater treatment as necessary to comply with this Ordinance and shall achieve compliance with all Categorical Pretreatment Standards, Local Limits, the City's Oil and Grease Management Ordinance, Ordinance 2008-40, as may be amended from time to time, and the prohibitions set forth in Section 17 of this Ordinance within the time limit specified by EPA, the State, or the Director, whichever is more stringent. Any facilities necessary for compliance shall be provided, operated, and maintained at the User's expense. Detailed plans describing such facilities and operating procedures shall be submitted to the Director for review and shall be acceptable to the Director before such facilities are constructed. The review of such plans and operating procedures shall in no way relieve the User from the responsibility of modifying such facilities as necessary to produce a Discharge acceptable to the ~~County~~ City under the provisions of this Ordinance.

G. Additional Pretreatment Measures. Whenever it is deemed necessary, the Director or his designee may require Users to implement additional pretreatment measures such as:

- (1) requiring Users to restrict their Discharge during peak flow periods, designate that certain Wastewater be Discharged only into specific sewers, relocate and/or consolidate points of Discharge, separate sewage waste streams from industrial waste streams, and such other conditions as may be necessary to protect the POTW and determine the User's compliance with the requirements of this Ordinance.
- (2) requiring the installation and maintenance, on User's property and at User's expense, of a suitable storage and flow-control facility to ensure equalization of flow. A Wastewater Discharge Permit may be issued solely for flow equalization.
- (3) requiring the installation and maintenance of grease, oil, and sand interceptors when, in the opinion of the Director, they are necessary for the proper handling of Wastewater containing excessive amounts of grease, oil, or sand; except that such interceptors shall not be required for Residential Users. All interception units shall be of a type and capacity approved by the Director or his designee and shall comply with the City's current Oil and Grease Management Ordinance and shall be so located to be easily accessible for cleaning and inspection. Such interceptors shall be inspected, cleaned, and repaired in accordance with the City's Oil and Grease Management Ordinance by the User at the User's expense.

- (4) requiring Users with the potential to discharge flammable substances to install and maintain an approved combustible gas detection meter.

#### H. Hauled Wastewater

- (1) Septic tank waste may only be introduced into the County Wastewater System within the digester portion of the Wastewater treatment facilities, and at such times as are established by the Director or his designee. Such waste shall not violate Section 17.B of this Ordinance, or any other requirements established by the City. Septic tank waste haulers shall obtain a Wastewater Discharge Permit.
- (2) The Director shall require generators and haulers of industrial waste to obtain Wastewater Discharge Permits. The Director also may prohibit the disposal of hauled industrial waste. The Discharge of hauled industrial waste is subject to all other requirements of this Ordinance.
- (3) All waste from categorical Users shall be prohibited.
- (4) Permitted industrial waste haulers shall have access to the collection system for Discharges only after the following conditions have been met.
  - a. The waste was generated within the jurisdictional boundaries of City.
  - b. Analysis of the waste shows the Discharge shall not constitute a potential for violation of this Ordinance or Permit.
  - c. Discharge shall be at a point and at such times as designated by the Director. Discharge rate shall be monitored and controlled so as not to constitute Slug Loading.
  - d. A representative of the waste generator signs a statement that the analysis conducted is representative of the industrial waste hauled.
  - e. Identification by the waste hauler, at a minimum, of the name and address of the waste hauler and generator, permit number, truck identification, and the volume and characteristics of waste. A waste tracking form will be provided for each load to be Discharged into the City Wastewater System.
  - f. At no time shall a vehicle, vessel, tank, or other rolling stock encounter an RCRA waste.

I. Users not required to obtain a Wastewater Discharge Permit shall provide appropriate reports to the Utility Director as the Director may require.

The National Categorical Pretreatment Standards as amended and promulgated by EPA and into as found at 40 CFR Chapter I, Subchapter N, Parts 405-471, are hereby incorporated and shall be enforceable under this Ordinance.

J. All owners and operators of dental facilities that remove or place amalgam fillings shall comply with the following reporting and waste management practices:

- (1) For existing sources, the One-Time Compliance Report is due no later than October 16, 2024 or no later than 90 days after transfer of ownership.

- (2) For new sources, the One-Time Compliance Report is due within 90 days of the start of discharge to the sewer collection system.
- (3) No person shall rinse chairside traps, vacuum screens, or amalgam separators equipment in a sink or other connection to the sanitary sewer.
- (4) Owners and operators of dental facilities shall ensure that all staff members who handle amalgam waste are trained in the proper handling, management and disposal of mercury-containing material and fixer-containing solutions and shall maintain training records that shall be available for inspection by the Director or designee during normal business hours.
- (5) Amalgam waste shall be stored and managed in accordance with the instructions of the recycler or hauler of such materials.
- (6) Bleach and other chlorine-containing disinfectants shall not be used to disinfect the vacuum line system.
- (7) The use of bulk mercury is prohibited. Only pre-capsulated dental amalgam is permitted.

K. All owners and operators of dental vacuum suction systems, except as set forth in paragraphs M and N of this Section, shall comply with the following:

- (1) An ISO 11143 or ANSI/ADA Standard No. 108 certified amalgam separator or equivalent device shall be installed for each dental vacuum suction system on or before July 14, 2020; provided, however, that all dental facilities that are newly constructed on and after the effective date of this ordinance shall include an installed ISO 11143 or ANSI/ADA Standard No. 108 certified amalgam separator device. The installed device must be ISO 11143 or ANSI/ADA Standard No. 108 certified as capable of removing a minimum of 95 percent of amalgam. The amalgam separator system shall be certified at flow rates comparable to the flow rate of the actual vacuum suction system operation. Neither the separator device nor the related plumbing shall include an automatic flow bypass. For facilities that require an amalgam separator that exceeds the practical capacity of ISO 11143 test methodology, a non-certified separator will be accepted, provided that smaller units from the same manufacturer and of the same technology are ISO-certified.
- (2) Proof of certification and installation records shall be submitted to the Director or designee within 30 days of installation.
- (3) Amalgam separators shall be maintained in accordance with manufacturer recommendations. Installation, certification, and maintenance records shall be available for immediate inspection upon request therefore by the Director or designee during normal business hours. Records shall be maintained for a minimum of three years.

L. Facilities with vacuum suction systems that meet all the following conditions may apply to the Director or designee for an exemption to the requirements of paragraph L of this Section:

- (1) The system is a dry vacuum pump system with an air-water separator.

- (2) The sedimentation tank is non-bottom draining, with the drain above the anticipated maximum level of accumulated sludge.
- (3) Evidence of regular pump outs by a licensed hauler (a minimum of once a year, or more often if either directed by the manufacturer or necessary to keep solids from exiting through the drain) is maintained and open to inspection by the Director or designee during normal business hours.
- (4) The system has no direct discharge pipe to the sewer on the bottom of the sedimentation tank.

An owner or operator whose facility meets conditions (1) through (4), above, may apply for this exemption by written letter to the Director. The Director or designee will review the system and, if the exemption is approved, shall provide a written letter of exemption.

An exemption obtained pursuant to this paragraph M shall expire upon installation of a new vacuum system. Upon expiration of the exemption, the facility shall comply with paragraph L of this Section before commencing further operation.

M. Dental dischargers that exclusively practice one or more of the following specialties are not subject to the requirements of this section: (1) Orthodontics; (2) Periodontics; (3) Oral and maxillofacial surgery; (4) Radiology; (5) Oral pathology or oral medicine; (6) Endodontistry and prosthodontistry.

N. Dental practices that do not place dental amalgam and do not remove amalgam except in limited emergency or unplanned, unanticipated circumstances are exempt from the requirements of this part, provided the dental practice:

- (1) Submits the following statement to the City, signed by a responsible corporate officer, general partner, proprietor, or a duly authorized representative by the applicable compliance deadline:

"This facility is a dental discharger subject to this rule (40 C.F.R. Part 441) and does not place or remove dental amalgam except in limited emergency or unplanned, unanticipated circumstances. I am a responsible corporate officer, a general partner or proprietor (if the facility is a partnership or sole proprietorship), or a duly authorized representative in accordance with the requirements of 40 C.F.R. § 403.12(l) of the above named dental facility, and certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.";



- (2) Removes dental amalgam for limited emergency or unplanned, unanticipated circumstances, less than 5 times per year and as no more than 9% of dental procedures; and
- (3) The dental practice notifies the City of any changes affecting the applicability of this certification.

O. Disposal of hauled waste from dental facilities to the sanitary sewer is prohibited in accordance with Section 17.H of this ordinance.

P. Dental dischargers that fail to comply with this section will be considered significant industrial users, and will be subject to the requirements herein, including the compliance monitoring, reporting requirements, and enforcement remedies identified in Section 18 of this ordinance.

SECTION 18. INDUSTRIAL WASTEWATER DISCHARGE PERMITTING

A. Applications. Application for Connection of an Industrial Waste Discharge into the City Wastewater System or any Connected System shall be supplemented with (i) a complete set of plumbing diagrams showing all lines and clearly illustrating the sampling point; (ii) information describing the type of industrial activity in which the Applicant is engaged, specifying the constituents inherent in the processes and wastes and identifying the characteristics of the Wastewater; and (iii) available reports of Industrial Wastewater quality analysis conducted by a Department of Health and Rehabilitative Services certified laboratory within 2 months of the date of application submittal. All activities related to sampling and analysis shall comply with Chapter 62-160, F.A.C., and be in accordance with Rule 62-625.600, F.A.C. Application fees shall be dependent on User classification as presented in the Utility Rate Tariff, Schedule H.

B. Wastewater Discharge Permits Required. Any Non-Domestic and/or Industrial User of the Wastewater System is subject to being required by the Director to obtain a Wastewater Discharge Permit. Director or his designee shall base his or her decision on whether to require User to submit a Wastewater Discharge Permit Application on the results of a test and/or potential of the User to discharge wastes and/or quantities of wastewater that will require process control measures to be taken at the Wastewater Treatment Facilities for permit compliance.

C. Wastewater Discharge Permit Application Contents. All Users required to obtain a Wastewater Discharge Permit must submit a Permit Application. The Director may require all Users to submit as part of an Application the following information:

- (1) Identifying information, including but not limited to, the name and address of the facility, including the name of the operator and owner;
- (2) Description of activities, facilities, and plant processes on the premises, including types of waste generated, description of nature, average production rate (including each product produced by type, amount, processes, and rate of production). This description shall include a schematic process diagram which indicates points of Discharge to the POTW from all regulated processes.
- (3) Number and type of employees, hours of operation, and proposed or actual hours of operation;
- (4) Each product produced by type, amount, process or processes, and rate of production;
- (5) Types of waste generated and amount of raw materials processed (average and maximum per day) and chemicals used or stored at the facility which are, or could accidentally or intentionally be, Discharged to the City Wastewater System;
- (6) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of Discharge;

- (7) Time and duration of Discharges and location for monitoring all wastes covered by the permit.
- (8) A list of any environmental control permits held by or for the facility;
- (9) Flow Measurement. Information showing the measured average daily and maximum daily flow, in gallons per day, to the POTW from regulated process streams and other streams, as necessary, to allow use of the combined waste stream formula;
- (10) Measurement of Pollutants:
  - a. The Categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for existing sources.
  - b. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Director, of regulated Pollutants in the Discharge from each regulated process.
  - c. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported.
  - d. The sample shall be representative of daily operations and shall be analyzed in accordance with procedures set out in the analytical requirements section of this Ordinance. Where the standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Director or the applicable standards to determine compliance with the standard.
  - e. Sampling must be performed in accordance with procedures set out in the sampling section of this Ordinance.
- (11) Any other information as may be deemed necessary by the Director to evaluate the Wastewater Discharge Permit Application;
- (12) All information required by Sections 17 and 18 of this Ordinance.

Incomplete or inaccurate Applications will not be processed and will be returned to the User for revision.

D. Certification Statements. All User Applications, reports, certifications, waivers, and requests must be signed by an Authorized Representative.

- (1) All documents referenced above shall contain the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and

belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.”

- (2) If the designation of an Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or overall responsibility for environmental matters for the company, a new written authorization satisfying the requirements of this Section must be submitted to the Director prior to or together with any reports to be signed by an Authorized Representative.
- (3) A facility determined to be a Non-Significant Categorical Industrial User by the Director must annually submit the following signed certification statement:

“Based on my inquiry of the person or persons directly responsible for managing compliance with the categorical Pretreatment Standards under 40 CFR \_\_\_\_, I certify that, to the best of my knowledge and belief that during the period from \_\_\_\_\_, \_\_\_\_\_ to \_\_\_\_\_, \_\_\_\_\_ [months, days, year]:

- a. The facility described as \_\_\_\_\_ [facility name] met the definition of a Non-Significant Categorical Industrial User as described in the definitions Section of this ordinance.
- b. The facility complied with all applicable Pretreatment Standards and requirements during this reporting period; and
- c. the facility never discharged more than 100 gallons of total categorical wastewater on any given day during this reporting period.
- d. Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for 40 CFR \_\_\_\_\_ [specify applicable National Pretreatment Standard part(s)], I certify that, to the best of my knowledge and belief, there has been no increase in the level of \_\_\_\_\_ [list pollutant(s)] in the wastewaters due to the activities at the facility since filing of the last periodic report.
- e. This compliance certification is based on the following information.

E. Remedies. If any wastes or Wastewater is Discharged, or is proposed to be Discharged, to the City Wastewater System or any Connected System which (i) contain the substances or possess the characteristics prohibited or limited by this Ordinance, or (ii) do not meet applicable Pretreatment Standards and Requirements, or (iii) may have a deleterious effect upon the City Wastewater System, its processes, equipment, or receiving waters, or (iv) otherwise create a hazard to life or constitute a public nuisance, the Director may:

- (1) Reject the wastes or deny or condition the introduction of such sources of Wastewater to the City Wastewater System; and/or
- (2) Require the User to demonstrate that in-plant improvements will modify the Discharge to such a degree as to be acceptable; and/or

- (3) Require Pretreatment of the User's Discharge to ensure compliance with this Ordinance; and/or
- (4) Take escalating enforcement steps as written in the City Enforcement Response Plan. Such steps include notices of violation, fines, and publication in a daily newspaper with the largest circulation within the ~~County~~ City; and/or
- (5) Require payment of an industrial waste surcharge to cover the added cost of handling and treating excess loads imposed on the City Wastewater System by such Discharge. Payment of industrial waste surcharges for the recovery of treatment costs does not replace or supersede the requirements for pretreatment facilities, should they be found necessary by the Director.

F. Continuation of Authorization. Authorization to Discharge Industrial Waste into the City Wastewater System or any Connected System shall continue in effect unless or until rescinded by the Director in writing. If the Director or his designee revokes the authorization of any User to Discharge wastes into the City Wastewater System or any Connected System, notification of such revocation shall state the reason for the revocation and shall be mailed to the User by certified mail or delivered by hand delivery. Any User of the City Wastewater System or a Connected System whose authorization to Discharge has been revoked may appeal the decision of the Director to the Board through the City Manager. The appeal shall be sent in writing by certified mail, return receipt requested, to the City manager within fourteen (14) days of receipt of the Director's notification to cease Discharge. Following receipt of the appeal, the Board shall conduct a hearing concerning the revocation order of the Director or his designee after giving notice to the User of the date, time, and place for such hearing. At the hearing, the User, either individually or by counsel, shall have the opportunity to be heard, to present evidence and to cross-examine witnesses. The Board may affirm, reverse, or modify the order of the Director and shall issue its decision in writing. The Director's order to cease Discharge of wastes into the City Wastewater System or any Connected System shall not become effective until the period for appeal to the Board has expired, or in the event that an appeal has been filed, until the Board has rendered a decision, unless the Director has made a written finding that continued Discharge by the User into the City Wastewater System or any Connected System constitutes a clear and present danger to the operations of the City Wastewater System, to the health of the public or City Personnel, or to the environment. Any such written finding shall be included in the Director's notification to cease Discharge, and in such an event, the revocation of authorization to Discharge Industrial Wastes shall become effective immediately.

G. Industrial Wastewater Discharge Permit. All prospective Significant Industrial Users shall apply to the Director for an Industrial Wastewater Discharge Permit, the cost of which is to be paid by the Industrial User, prior to Discharge to the County Wastewater System. All Significant Industrial Users who are Discharging Wastewater into the City Wastewater System prior to the effective date of this Ordinance are hereby granted temporary authority to continue to Discharge in compliance with the codes, regulations, and policies of the City Wastewater System. This temporary authority shall expire ninety (90) days after the date of mailing notification by certified mail of the requirement for a Significant Industrial User to make Application for an Industrial Wastewater Discharge Permit. If, prior to the expiration date, the User has filed for an Industrial Wastewater Discharge Permit pursuant to

this Section, then its temporary authority shall expire on the date the Industrial Wastewater Discharge Permit is issued or denied.

Any Person Discharging Wastewater pursuant to the temporary authority provided herein is subject to all provisions of this Ordinance, and such temporary authority may be suspended or revoked in accordance with the terms and procedures set forth herein. A Permit holder shall not Discharge Industrial Wastewaters more than the quantity, rate of Discharge, or quality conditions specified in the Permit. Any Person desiring to modify his Wastewater Discharge in a manner that would violate conditions of his Permit shall apply for an amended Permit. Issuance of a Permit shall not relieve the Industrial User from complying with all applicable laws, regulations, and ordinances promulgated by other government authority, nor shall the issuance of a Permit be construed as a representation by City that the Discharge permitted thereby complies with all such laws, regulations, and ordinances. Permits are issued solely to govern the Discharge of Industrial Wastewater into the City Wastewater System, and are between the Industrial User and City, and shall not be construed to benefit any third party.

- (1) A Wastewater Discharge Permit shall be issued for a specified time, not to exceed five (5) years from the effective date of the Permit. A Wastewater Discharge Permit may be issued for a period less than five (5) years, at the discretion of the Director. Each Wastewater Discharge Permit will indicate a specific date upon which it will expire.
- (2) A Wastewater Discharge Permit shall include such conditions as are deemed reasonably necessary by the Director or his designee to prevent Pass Through or Interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate Sludge management and disposal, and protect against damage to the POTW.
  - a. Wastewater Discharge Permits must contain:
    1. A statement that indicates Wastewater Discharge Permit duration, which in no event shall exceed five (5) years;
    2. A statement that the Wastewater Discharge Permit is nontransferable without prior notification to the Director in accordance with Section 18.H. of this Ordinance, and provisions for furnishing the new Owner or operator with a copy of the existing Wastewater Discharge Permit;
    3. Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards, Local Limits, Categorical Pretreatment Standards, and state and local law.
    4. Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of Pollutants to be monitored, sampling location, sampling frequency, and sample type based on federal, state, and local law; and
    5. A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such a schedule may not extend the time for

compliance beyond that required by applicable federal, state, or local law.

6. Requirements to control Slug Discharge, if determined by the Director or his designee to be necessary.
- b. Wastewater Discharge Permits may contain, but need not be limited to, the following conditions:
1. Limits on the average and/or maximum rate of Discharge, time of Discharge, and/or requirements for flow regulation and equalization;
  2. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate containment devices, designed to reduce, eliminate, or prevent the introduction of Pollutants into the treatment works;
  3. Requirements for the development and implementation of spill control plans or other special conditions including management practices necessary to adequately prevent accidental, unanticipated, or non-routine Discharges;
  4. Development and implementation of waste minimization plans to reduce the amount of Pollutants discharged to the POTW;
  5. The unit charge or schedule of User charges and fees for the management of the Wastewater Discharged into the POTW;
  6. Requirements for installation and maintenance of inspection and sampling facilities and equipment, including flow measurement devices;
  7. A statement that compliance with the Wastewater Discharge Permit does not relieve the permittee of responsibility for compliance with all applicable federal and state pretreatment standards, including those which become effective during the term of the Wastewater Discharge Permit; and
  8. Other conditions as deemed appropriate by the Director to ensure compliance with this Ordinance, and state and federal laws, rules, and regulations.

H. Wastewater Discharge Permit Modification. The Director or his designee may modify a Wastewater Discharge Permit for good cause, including, but not limited to, the following reasons:

- (1) To incorporate any new or revised federal, state, or local pretreatment standards or requirements;
- (2) To address significant alterations or additions to the User's operation, processes, or Wastewater volume or character since the time of Wastewater Discharge Permit issuance;

- (3) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized Discharge;
- (4) Information indicating that the permitted Discharge poses a threat to the County's Wastewater System, County personnel, the receiving waters, or the POTW's Sludge;
- (5) Violation of any terms or conditions of the Wastewater Discharge Permit;
- (6) Misrepresentations or failure to fully disclose all relevant facts in the Wastewater Discharge Permit Application or in any required reporting;
- (7) Revision of or a grant of variance from Categorical Pretreatment Standards pursuant to F.A.C. 62-625.700;
- (8) To correct typographical or other errors in the Wastewater Discharge Permit; or
- (9) To reflect a transfer of the facility ownership or operation to a new owner or operator.

I. **Wastewater Discharge Permit Transfer.** Wastewater Discharge Permits may be transferred to a new Owner or operator only if the permittee gives at least ninety (90) days advance notice to the Director and the Director approves the Wastewater Discharge Permit transfer. The notice to the Director must include a written certification by the new Owner or operator which:

- (1) States that the new owner and/or operator have no immediate intent to change the facility's operations and processes;
- (2) Identifies the specific date on which the transfer is to occur; and
- (3) Acknowledges full responsibility for complying with the existing Wastewater Discharge Permit.

Failure to provide advance notice of a transfer renders the Wastewater Discharge Permit void as of the date of facility transfer.

J. **Wastewater Discharge Permit Revocation.** The Director or his designee may revoke a Wastewater Discharge Permit, or coverage under for good cause, including, but not limited to, the following reasons:

- (1) Failure to notify the Director of significant changes to the Wastewater prior to the changed Discharge;
- (2) Failure to provide prior notification to the Director of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its Wastewater;
- (3) Misrepresentation or failure to fully disclose all relevant facts in the Wastewater Discharge Permit Application;
- (4) Falsifying self-monitoring reports and certification statements;
- (5) Tampering with monitoring or sampling equipment;



- (6) Refusing to allow the Director timely access to the facility premises and records;
- (7) Failure to meet effluent limitations;
- (8) Failure to pay fees and/or fines;
- (9) Failure to pay sewer charges;
- (10) Failure to meet compliance schedules;
- (11) Failure to complete a Wastewater survey or the Wastewater Discharge Permit Application;
- (12) Failure to provide advance notice of the transfer of business ownership of a permitted facility; or
- (13) Violation of any Pretreatment Standard or Requirement, or any terms of the Wastewater Discharge Permit or this Ordinance.

Wastewater Discharge Permits shall be voidable upon cessation of operations or transfer of business ownership. All individual Wastewater Discharge Permits issued to a User are void upon the issuance of a new individual Wastewater Discharge Permit to that User.

K. Wastewater Discharge Permit Reissuance. A User with an expiring Wastewater Discharge Permit shall apply for Wastewater Discharge Permit reissuance by submitting a complete permit Application, in accordance with Section 18.B-D of this Ordinance, a minimum of sixty (60) days prior to the expiration of the User's existing Wastewater Discharge Permit.

L. Reporting Requirements. Users that become subject to new or revised Categorical Pretreatment Standards are required to comply with the following reporting requirements even if they have been designated as Non-Significant Categorical Industrial Users.

- (1) Baseline Monitoring Reports. Within either one hundred eighty (180) days after the effective date of a Categorical Pretreatment Standard, or the final administrative decision on a category determination under 40 CFR 403.6(a)(4), whichever is later, existing Categorical Industrial Users currently Discharging to or scheduled to Discharge to the POTW shall submit to the Director a report which contains the information listed in the Section below. At least ninety (90) days prior to commencement of their Discharge, New Sources, and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable categorical Standard, shall submit to the Director a report which contains the information listed in the Section below. A New Source shall report the method of pretreatment it intends to use to meet applicable Categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of Pollutants to be Discharged.

Users described above shall submit the information set forth below.

- a. All information required in the Wastewater Discharge Permit Application Contents Section of this Ordinance.

- b. Measurement of Pollutants. The User shall provide the following information:
1. The Categorical Pretreatment Standards applicable to each regulated process and any new categorically regulated processes for Existing Sources;
  2. The results of sampling and analysis identifying the nature and concentration, and/or mass, where required by the Standard or by the Director, of regulated Pollutants in the Discharge from each regulated process;
  3. Instantaneous, Daily Maximum, and long-term average concentrations, or mass, where required, shall be reported;
  4. The sample shall be representative of daily operations and shall be analyzed in accordance with Analytical Requirements of this Ordinance. Where the standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the Director or his designee or the applicable Standards to determine compliance with the standard;
  5. The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this Section;
  6. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other Wastewaters are mixed with the regulated Wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined waste stream formula in 40 CFR 403.6(e) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with 40 CFR 403.6(e) this adjusted limit along with supporting data shall be submitted to the Control Authority;
  7. Sampling and analysis shall be performed in accordance with the analytical requirements of this Ordinance;
  8. The Director may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;
  9. The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected Pollutant Discharges to the POTW;

10. Compliance Certification. A statement, reviewed by the User's Authorized Representative and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the Pretreatment Standards and Requirements;
  11. Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. This schedule must meet the requirements set forth in the Compliance Schedule Section of this Ordinance;
  12. Signature and Report Certification. All baseline monitoring reports must be certified in accordance with the certification statements Section of this Ordinance and signed by an Authorized Representative.
- (2) Periodic Compliance Reports. All Significant Industrial Users are required to submit periodic compliance reports at a frequency determined by the Director but no less than twice per year (June and December) indicating the nature, concentration of Pollutants in the Discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or Pollution prevention alternative, the User must submit documentation required by the Director or the Pretreatment Standard necessary to determine the compliance status of the User.
- a. All periodic compliance reports must be signed and certified in accordance with the certification statements Section of this Ordinance.
  - b. All Wastewater samples must be representative of the User's Discharge.
  - c. Wastewater monitoring, sampling and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its Discharge.
  - d. If a User subject to the reporting requirement in this Section monitors any regulated Pollutant at the appropriate sampling location more frequently than required by the Director, using the procedures prescribed in the sample collection Section of this Ordinance, the results of this monitoring shall be included in the report.

- (3) Reports of Changed Conditions. Each User must notify the Director of any significant changes to the User's operations or system which might alter the nature, quality, or volume of its Wastewater at least 30 days before the change.
  - a. The Director may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a new Wastewater Discharge Permit Application as set forth in this Ordinance.
  - b. The Director may issue a Wastewater Discharge Permit under the Wastewater Discharge Permit Reissuance Section of this Ordinance or modify an existing Wastewater Discharge Permit under the Wastewater Discharge Permit modification Section of this Ordinance in response to changed conditions or anticipated changed conditions.
- (4) Reports of Potential Problems. In the case of any Discharge, including, but not limited to, accidental Discharges, Discharges of a non-routine, episodic nature, a non-customary batch Discharge, a Slug Discharge or Slug Load, that might cause potential problems for the POTW, the User shall immediately telephone and notify the Director of the incident. This notification shall include the location of the Discharge, type of waste, concentration and volume, if known, and corrective actions taken by the User.
- (5) Significant Industrial Users are required to notify the Director immediately of any changes at its facility affecting the potential for a Slug Discharge.
- (6) Reports from Unpermitted Users. All Users not required to obtain a Wastewater Discharge Permit shall provide appropriate reports to the Director as the Director may require.
- (7) Date of Receipt of Reports. Written reports will be deemed to have been submitted on the date postmarked. For reports, which are not mailed, postage prepaid, into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.
- (8) Users subject to the reporting requirements of this Ordinance shall retain, and make available for inspection and copying, all records of information obtained pursuant to any monitoring activities required by this Ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices. Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the City, or where the User has been specifically notified of a longer retention period by the Director.

- (9) All Significant Industrial Users of the City Wastewater System or any Connected System shall submit self-monitoring reports to the Director identifying the constituents and describing the characteristics of the Industrial Wastewater being Discharged into the City Wastewater System. The content and frequency of the reports shall be as specified in the Permit but shall not be less frequent than twice per year. In order to ensure the reliability and the integrity of the Industrial Waste reports submitted to the Director, all Significant Industrial Users of the City Wastewater System or any Connected System shall:
  - a. Maintain records concerning volume, constituents, and characteristics of the Industrial Waste Discharge. All such records and the equipment used to determine and record volume, constituents, and characteristics of Industrial Waste Discharges shall be made available for review, inspection and photocopying by the Director, and by authorized representatives of the DEP and the EPA.
  - b. Install, use, and maintain monitoring and sampling equipment, approved by the Director, for determining volume, constituents, and characteristics of the Industrial Waste Discharge.
  - c. Conduct and report all monitoring and analysis in accordance with EPA requirements found in Chapter 62-625.600 F.A.C.
- (10) The City reserves the right to calculate equivalent limits, in addition to standards expressed in mass or concentration as described in subsection 62-625.410(4), F.A.C.

M. Compliance Schedule. The following conditions shall apply to the compliance schedule required by this Ordinance:

- (1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- (2) No increment referred to above shall exceed nine (9) months;
- (3) The User shall submit a progress report to the Director no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and
- (4) In no event shall more than nine (9) months elapse between such progress reports to the Director.

- (5) **Compliance Reports Deadlines.** Within ninety (90) days following the date for final compliance with applicable categorical Pretreatment Standards, or in the case of a New Source following commencement of the introduction of Wastewater into the POTW, any User subject to such Pretreatment Standards and Requirements shall submit to the Director a report containing the information described in the flow measurement and measurement of Pollutants Sections of the Wastewater Discharge Permit Application contents Sections of this Ordinance. All compliance reports must be signed and certified in accordance with the certification statement Section of this Ordinance. All sampling will be done in conformance with the sample collection Section of this Ordinance.

**N. Analytical Requirements.** All pollutant analyses, measurements, tests, and analyses of the characteristics of wastes and Wastewater, including sampling techniques, to be submitted as part of a Wastewater Discharge Permit Application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable Categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the Pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the Pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Director or other parties approved by EPA.

**O. Sample Collection.** Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period.

- (1) Except as indicated in Sections (2) and (3) below, the User must collect Wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Director. Where time-proportional composite sampling or grab sampling is authorized by the city, the samples must be representative of the Discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during a 24-hour period may be composited prior to the analysis as follows: for cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; for volatile organics and oil and grease, the samples may be composited in the laboratory. Composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies may be authorized by the city, as appropriate. In addition, grab samples may be required to show compliance with Instantaneous Maximum Allowable Discharge Limits.
- (2) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.
- (3) For sampling required in support of baseline monitoring and 90-day compliance reports required in the Baseline Monitoring Reports and compliance reports deadlines periodic compliance reports Sections of this Ordinance and 40 CFR

403.12(b) and (d) and amendments thereto, a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Director may authorize a lower minimum. For the reports required by periodic compliance reports Section of this Ordinance and 40 CFR 403.12(e) and 403.12(h) and amendments thereto, the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

P. Sampling Points. All Significant Industrial Users Discharging Industrial Waste into the City Wastewater System or any Connected System shall provide and maintain a suitable point or points of access together with such necessary meters and other appurtenances at an appropriate location to permit observation, flow measurement, and sampling of such waste by the Director. Plans for such sampling points and measuring equipment must be approved by the Director prior to construction and installation of the facility. Sampling and measuring facilities shall be located in a manner that provides safe, unrestricted access for inspection and verification of the Industrial User's operating conditions and enables collection of samples that are representative of the User's typical Discharge. All such facilities shall be located and maintained in a manner that is accessible to the Director or his representatives at all times including weekends, holidays, day and night, without prior notice. The Director may require, at his discretion, a lockable facility or facilities to protect City property against theft, vandalism, and tampering. If such facilities are required, the Industrial user shall supply such facilities at the Industrial User's expense and shall supply the Director with a key to such facilities.

- (1) Except as indicated in herein, below, the User must collect wastewater samples using flow proportional composite collection techniques. In the event flow proportional sampling is infeasible, the Director may authorize the use of time proportional sampling or a minimum of four (4) grab samples where the user demonstrates that this will provide a representative sample of the effluent being Discharged. In addition, grab samples may be required to show compliance with instantaneous discharge limits.
- (2) Samples for oil and grease, temperature, pH, cyanide, phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

Q. Accidental Discharge and Slug Discharge Control Plans. The Director shall evaluate whether each SIU needs an accidental Discharge/Slug Discharge control plan or other action to control Slug Discharges. The Director may require any User to develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. Alternatively, the Director may develop such a plan for any User.

- (1) An Accidental Discharge/Slug Control plan shall address, at a minimum, the following:
  - a. Description of Discharge practices, including non-routine batch Discharges;
  - b. Description of stored chemicals;

- c. Procedures for immediately notifying the Director of any accidental or Slug Discharge, as required by Section 18 of this Ordinance; and
  - d. Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.
- (2) **Accidental Discharges.** Each Significant Industrial User shall provide protection from accidental Discharge of prohibited materials or other substances regulated by this Ordinance. Facilities to prevent accidental Discharge of prohibited materials shall be provided and maintained at the Owner or User's cost and expense. Detailed plans showing facilities and operating procedures to provide this protection shall be submitted to the Director for review and must be approved by the Director before construction of the facility. No New User who begins Discharge to the City Wastewater System after the effective date of this Ordinance shall be permitted to introduce Pollutants into the City Wastewater System until accidental Discharge procedures have been approved.
- (3) **Telephone Notification.** Any Person causing or suffering any Discharge or Slug Load, whether accidental or not, which presents or may present an imminent or substantial endangerment to the health and welfare of Persons, to the environment, or which is likely to cause Interference with the City Wastewater System, shall take the necessary measures to stop, limit, or control the Discharge, and shall notify the Director, or his designated representative, immediately by telephone. In the absence or unavailability of the Director or his representative, notification shall be given to the City Wastewater System employee then in charge of the City Wastewater System plant that accepts the Industrial User's waste.
- (4) **Written Report.** Within five (5) business days following such accidental Discharge, the User shall provide the Director with a detailed written report describing the cause of the dangerous Discharge and measures taken and to be taken by the User to prevent similar future occurrences. Such notification shall not relieve the User of liability for any expense, loss, damage to the City Wastewater System, fish kills, or any other damage to Person or property; nor shall such notification relieve the User of any fines, civil penalties, or other liability which may be imposed by this Ordinance or other applicable law. Furthermore, the Industrial User shall control or reduce its production (or its Discharges) to the extent necessary to maintain compliance with all applicable local, state, and federal regulations until its treatment facility is completely restored or an alternative and equally effective method of Pretreatment is provided.
- (5) **Notice to Employees.** A notice by the Industrial User shall be permanently posted on the User's bulletin board or other prominent place advising the User's



employees whom to call in the event of an accidental Discharge. Users shall ensure that all employees who may cause or suffer such a dangerous Discharge to occur are advised of the emergency notification procedure.

R. Notification of the Discharge of Hazardous Wastes.

- (1) Any Users shall have provisions for notifying the Director, FDEP, in accordance with subsection 62-625.600(15), F.A.C., the EPA Regional Waste Management Division Director, and State hazardous waste authorities, in writing, of any Discharge into the City Wastewater System of a substance which is a listed or characteristic waste under Section 3001 of RCRA. Such notification shall include a description of all such wastes discharged, specifying the volume and concentration of such wastes and the type of Discharge (continuous, batch, or other), identifying the hazardous constituents contained in the listed wastes, and estimating the volume of hazardous wastes expected to be Discharged during the following twelve months. This requirement shall not apply to Pollutants already reported under the self-monitoring requirements.
- (2) Dischargers are required to notify the City Wastewater System in writing of any Discharge into the WWTP of a substance, which, if otherwise disposed of would be hazardous under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other). If the User Discharges more than one hundred (100) kilograms of such waste per calendar month to the POTW, the notification shall also contain the following information to the extent such information is known and readily available to the User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the waste stream Discharged during that calendar month, and an estimation of the mass of constituents in the waste stream expected to be Discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the Discharge commences. Any notification under this Section needs be submitted only once for each hazardous waste Discharged. However, notifications of changed conditions must be submitted in accordance with the reports of changed conditions requirements set forth in this Ordinance. The notification requirement in this Section does not apply to Pollutants already reported by Users subject to Categorical Pretreatment Standards under the self-monitoring requirements of this Ordinance.
- (3) Dischargers are exempt from the requirements of Section (2), above, during a calendar month in which they Discharge no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of non-acute hazardous wastes in a calendar month, or of any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one-time notification. Subsequent months during which the User Discharges more

than such quantities of any hazardous waste do not require additional notification.

- (4) In the case of new regulations under Section 3001 of RCRA identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the Industrial User must notify the Director of the Discharge of such substance within 90 days of the effective date of such regulations.
- (5) For all notifications made under this subsection, the Industrial User shall certify that it has a program in place to reduce the volume and toxicity of wastes generated to the degree it has determined to be economically practicable and that it has selected the method of treatment, storage, or disposal currently available which minimizes the present and future threat to human health and the environment.
- (6) This provision does not create a right to Discharge any substance not otherwise permitted to be Discharged by this Ordinance, a Permit issued hereunder, or any applicable Federal or State law.

S. All Industrial Users shall report to the Director any change in the characteristics, nature, or volume of the Discharge to the City Wastewater System or a Connected System that is materially different from, or is in excess of, the characteristic limits for such waste as defined in the Industrial Wastewater Discharge Permit within 15 days of the change.

T. Reports required under this Ordinance or specific Industrial User Permits must be signed by an Authorized Representative of the Industrial User. Reports shall be mailed to: the City of Williston Utilities Department; 50 NW Mains Street, Williston, Florida 32696.

U. Each Industrial User subject to the reporting requirements in this Ordinance shall retain for a minimum of five years all records of monitoring activities and results and shall make such records available for inspection or photocopying by the Director and by state or federal officials.

V. Any violation of the terms and conditions of a Wastewater Discharge Permit shall be deemed a violation of this Ordinance and subjects the permittee to the conditions and enforcement actions in Section 36 of this Ordinance. Obtaining a Wastewater Discharge Permit does not relieve a permittee of its obligation to comply with all federal and state Pretreatment Standards or Requirements or with any other requirements of federal, state, and local law.

SECTION 19. PUBLIC INFORMATION ON INDUSTRIAL USERS

A. In accordance with Chapter 119, Florida Statutes, all documentation, and data submitted are considered to be public information for reading or copying unless specifically exempted by law. However, in accordance with Section 403.111, Florida Statutes, information submitted in accordance with the procedures of that section may be claimed as confidential by the submitter. This information shall be stored in a locking file cabinet marked confidential records. This claim must be made at the time of submission, or the information shall be made available to the public without further notice. Effluent data provided to the Control Authority in accordance with Chapter 62-625, F.A.C. shall be available to the public without restriction, unless specifically exempted by law.

B. Location and Times. All information and data shall be available at the Utility building or (City Hall). Review of data shall be by appointment during the normal working hours of 8:00 am – 3:00 p.m., Monday – Friday. Contact personnel shall be the Pretreatment Specialist or the Environmental Manager. All reviews shall be supervised.

C. Publication of Users in Significant Noncompliance. The City shall publish annually public notification of Industrial Users which were in Significant Noncompliance with applicable pretreatment requirements at any time during the previous 12 months. Public notification shall be included in a newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction served by the POTW.

SECTION 20. WATER RATES, CHARGES AND FEES

A. CITY WATER SYSTEM ACCOUNT HOLDERS SHALL BE CHARGED A MONTHLY BASE CHARGE AND VOLUME RATES PER THE UTILITY RATE TARIFF, SCHEDULE A. THE UTILITY RATE TARIFF, SCHEDULE A. THE RATE BLOCKS APPLICABLE TO ALL WATER SYSTEM USERS IS PRESENTED IN SCHEDULE A CITY WASTEWATER SYSTEM ACCOUNT HOLDERS SHALL BE CHARGED MONTHLY BASE AND VOLUME CHARGES AS SHOWN ON SCHEDULE A, IN APPENDIX A OF THIS ORDINANCE.

B. All Water Account Holders shall be charged monthly a Water Service Charge that shall consist of a Base Charge plus a Volume Charge.

C. The applicable Rate Blocks for Water System Users are presented in the Utility Rate Tariff, Schedule A. The thousands of gallons of water included in each Rate Block shown in Schedule A.

D. All Non-Residential Account Holders with meters one and one half inches (1 ½) or larger shall be charged, in addition to the Base and Volume Charges, a monthly meter maintenance fee presented in the Utility Rate Tariff, Schedule A.

E. RESERVED FOR FUTURE USE AND CHANGES

F. Rates and fees contained in the Utility Rate Tariff may be revised from time to time by resolution(s) of the City of Williston Council as provided in Section 35.

H. Additional rates and charges may be developed and revised from time to time by resolution(s) of the Board for special uses, such as using County water for fire protection.

SECTION 21. WASTEWATER RATES, CHARGES AND FEES

A. City Wastewater System Account Holders shall be charged monthly rates, charges and fees per the Utility Rate Tariff, Schedule A. The Utility Rate Tariff, Schedule A, "Water and Wastewater Fees and Rates".

B. RESERVED FOR FUTURE USE AND CHANGES

C. Rates and fees contained in the Utility Rate Tariff may be revised from time to time by resolution(s) of the City of Williston Council and/or by "indexing" as provided in Section 35.

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SECTION 22. RECLAIMED WATER RATES, CHARGES AND FEES

RESERVED FOR FUTURE USE AND UPDATES

SECTION 23. PAYMENT OF FEES AND BILLS REQUIRED; REFUSAL OR DISCONTINUANCE OF SERVICE; DELINQUENT NOTICES

A. Bills for monthly charges and fees provided herein or contemplated hereby shall be mailed monthly to all Account Holders of the City Water, Wastewater, and/or Reclaimed Water System for the previous month's service and shall be payable by the 10<sup>th</sup> of the following month. Failure to receive a statement shall not relieve an Account Holder from the duty to timely pay the rates, charges, and/or fees herein provided.

B. Bills for monthly charges and fees, tap fees and Unit Connection Fees may be paid using a credit card, bank debit card, cash, check or electronic check and money order. For those forms of payment for which it is lawful to pass through the bank processing fee and other charges, the same may be done.

C. Until adequate facilities can be provided, the City may refuse to serve an Applicant if, in the discretion of the Director or his designee, the City does not have adequate facilities and/or resources to render the services applied for, or if the provision of such service is likely to affect unfavorable service to other Account Holders.

D. The City may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Account Holder shall be given notice and allowed a reasonable time to comply with any rule or regulation, or remedy any deficiency:

- (1) For noncompliance with and/or violation of any state law, City ordinance or resolution, or City rule or regulation governing such utility service.
- (2) For failure or refusal of the Account Holder to correct any deficiencies or defects in his water, sewer, and/or reclaimed water piping and/or equipment which are reported to him by the City.
- (3) For the use of utility service for any other property or purpose than that described in the application.
- (4) For failure or refusal to provide adequate space for the meter and/or County service equipment.
- (5) For failure or refusal to provide the City with a deposit to insure payment of bills in accordance with the City regulations.
- (6) For neglect or refusal to provide reasonable access to the City for the purpose of reading meters or inspection and maintenance of equipment owned by the County.
- (7) For nonpayment in full of any bill after the 15<sup>th</sup> of the month.
- (8) For failure to pay when due, any Unit Connection Fee installment payment.
- (9) Without notice, in the event of a condition known to the City to be hazardous.
- (10) Without notice, in the event of tampering with regulators, valves, piping, meter or other facilities, furnished and owned by the City. The City may require payment to the City of a sum sufficient to compensate the City for all losses and damages that it incurred by reason of such tampering.



- (11) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of such service, the City, before restoring service, may require the Account Holder to make at his or her own expense all changes in piping or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the deficiency in revenue resulting from such fraudulent use.
- (12) Without notice, if a payment for reconnection of service is returned for insufficient funds or payment stopped following disconnection for non-payment. Reconnection shall occur only upon payment approved by the City of Williston Billing department.
- (13) For waste of water pursuant to Section 11.

E. Prior to discontinuance of service for nonpayment of any bill, installment, or deposit, the City shall contact the Account Holder at his last known contact. A separate notice of delinquency stating the amount of delinquency and informing Account Holder that Service will be discontinued on the 16th calendar day. Unless the delinquent amount is paid in full prior thereto or satisfactory payment arrangements are made.

(1) Payment arrangements **MUST** be made by the due date (the 10<sup>th</sup> of the month)

(2) Only **three** payment arrangements will be allowable per Calendar year.

F. The City shall not discontinue Service to any Account Holder between 07:30 on a Friday and 8:00 a.m. the following Monday or between 07:30 on the day preceding a public holiday and 8:00 a.m. the next working day; provided, however, that this probation shall not apply when:

- (1) Discontinuance is requested by or agreed to by the Account Holder; or
- (2) A hazardous condition exists; or
- (3) Meters or other utility-owned facilities have been tampered with; or
- (4) Service is being obtained fraudulently or is being used for unlawful purposes; or
- (5) A deferred payment schedule has been defaulted upon and the Account Holder has previously been warned that this action will be taken upon default.

G. The City shall not discontinue Water, Wastewater, and/or Reclaimed Water Service to the Owner of any rental unit or to the tenant or prospective tenant of any rental unit because of nonpayment for such service incurred by a former occupant of the unit. Unless the former delinquent account holder is an immediate family member, nor shall the City place liens on such property for unpaid services by former tenants.

H. RESERVED FOR FUTURE USE AND CHANGES

I. RESERVED FOR FUTURE USE AND CHANGES

J. In case of refusal to establish Service, the City shall notify the Applicant or Account Holder of the reason for such refusal. In all instances involving refusal of Service, the City shall advise that persons dissatisfied with the City decision to refuse service may review their complaint with a designated employee under the procedure outlined in paragraph L of this

section. The designated employee shall be empowered to resolve the dispute in accordance with the terms of this Ordinance and any resolutions, rules or regulations promulgated pursuant to this Ordinance.

K. The designated employee shall be empowered to resolve any complaint or dispute under this section by (i) determining whether any Account Holder has been overcharged, charged for Services not rendered, or the bill is otherwise incorrect; or (ii) determining whether the refusal or discontinuance of Service, or any proposed discontinuance of Service, is proper in accordance with the rules and regulations of the City. The designated employee shall be empowered to rectify any error in billing.

L. An Account Holder may request review of a bill prior to 30 days after the "reading date" stated on the bill. When an Account Holder requests a review of a bill, the City shall promptly afford the Account Holder the opportunity for a review of the disputed bill with the designated employee. The review may be by appointment.

M. Following review by the designated employee, an Account Holder or Applicant for service may request an appointment for the necessary personnel. The appointment shall be scheduled by the Director or his designee, and reasonable notice thereof shall be given in advance to the Account Holder or Applicant. The Director or his designee shall render his or her decision within 5 working days of the appointment, and appropriate action shall be taken thereon by the City, except that adjustments to Water, Wastewater, and/or Reclaimed Water bills under Section 31 herein must also be approved by the City Manager.

N. RESERVED FOR FUTURE USE AND CHANGES

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**SECTION 24. WATER, WASTEWATER AND RECLAIMED WATER TAPPING FEES; AND WASTEWATER SERVICE LOCATION ASSISTANCE FEE****A. Water, Wastewater and Reclaimed Water Tapping Fees**

(1) Water and/or Reclaimed Water tapping fees for a property shall be charged to new Account Holders where no previous service has been rendered and shall be paid for a property as shown in the Utility Rate Tariff. Tapping fees do not include surface restoration costs beyond sod replacement. Any restoration by the City involving paving, landscaping or other surface features shall be billed in an amount equal to the City's cost of labor, equipment, and materials plus 25% of such costs.

(2) The Water and/or Reclaimed Water tapping fee shall be charged and paid in addition to other fees, such as deposits, utility locate fee, Meter Transceiver Unit (MXU) fee, service charges, and Unit Connection Fees. The number of Units shall have no bearing on the tapping fee.

(3) Gravity Sewer or Sewer Force Main tapping fees as shown in the Utility Rate Tariff, shall be charged to new Account Holders where no previous service has been rendered and paid for a property. Tapping fees do not include surface restoration costs beyond sod replacement. Any restoration involving paving, landscaping, or other surface features shall be billed in an amount equal to the City's cost of labor, equipment, and materials plus 25% of such costs.

(4) Water, Wastewater and/or Reclaimed Water tapping fees contained in the Utility Rate Tariff, may be revised from time to time by resolution(s) of the City of Williston Council and/or by "indexing" as provided in Section 35.

**B. Wastewater Service Location Assistance Fee.** The Utility Department will assist any Account Holder requesting assistance in locating a sewer service line upon written request and payment in advance of the Wastewater Service Location Assistance Fee specified in the Utility Rate Tariff. The actual charge will be based upon actual costs incurred by the City which shall consist of the cost of labor, equipment, and materials plus 25%. If the actual cost is less than the fee paid, a refund will be issued to the Account Holder. If the actual cost becomes greater than the fee paid, the additional charges will be billed to the Account Holder.

SECTION 25. WATER, WASTEWATER AND RECLAIMED WATER UNIT CONNECTION FEES

*To be proscribed and broadened at a future day in conjunction with the previously passed and codified capacity fees placed in effect as of April of 2023.*

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SECTION 26. COLLECTION OF WASTEWATER FEES WHERE OWNER HAS PRIVATE OR OTHER WATER SUPPLY

Where Wastewater fees and charges are not paid in accordance with the provisions in this Ordinance by an Owner with a Water supply not owned and operated by the City, the City shall have a right to disconnect the Owner's Connection to the City Wastewater System, subject to the provisions of Section 23. Where such Owner is served Water by another utility, the Utility is authorized to execute an agreement with such other utility to provide for termination of Water Service for customers who do not pay the fees for Wastewater Service, subject to the provisions of Section 23. Where disconnection has occurred pursuant to this Section, the Owner shall have no right to reconnect to the City Wastewater System or other water system until the Wastewater fees and charges established pursuant to this Ordinance have been paid in full. Any reconnection of Wastewater Service Connection or connection to other water supply before such fees and charges have been paid in full shall be considered a violation of this Ordinance, punishable as provided in Section 36.

SECTION 27. DEPOSITS FOR WATER, WASTEWATER, AND/OR RECLAIMED WATER

Every User of Water, Wastewater, and/or Reclaimed Water Service from the City Water, Wastewater, and/or Reclaimed Water System shall pay, or cause to be paid, to the City the deposits identified below prior to use of such Water, Wastewater, and/or Reclaimed Water Service, unless otherwise provided herein.

A. Deposits shall be a means by which the City shall recoup its losses, if an Account Holder does not pay their Water, Wastewater, and/or Reclaimed Water bill, or causes damage to the City Systems and fails or refuses to correct such damage.

B. Deposits for single use installation by meter size shall be charged according to the Utility Rate Tariff.

C. Deposits for residential multiple-use installation by meter size shall be charged according to the Utility Rate Tariff.

D. Deposits for multiple-use cases, commercial and/or industrial use where one meter serves several units shall be charged according to the Utility Rate Tariff.

E. Deposits for Reclaimed Water Service per EIC shall be charged according to the Utility Rate Tariff.

F. Deposit amounts and the Utility Rate Tariff, may be changed from time to time by resolution of the City of Williston Council.

G. An Applicant requesting Water, Wastewater, and/or Reclaimed Water service as an Owner shall state in the Application the nature of his interest in the property.

H. Owners and tenants who have incurred delinquent Water, Wastewater, and/or Reclaimed Water charges shall be listed in an uncollected final bill listing to be maintained by the Utility Department customer service staff. These accounts shall be removed from active status and Service disconnected in a manner elsewhere provided in this Ordinance. If unpaid after a 60-day period, accounts shall be entered into a separate file labeled "uncollected bills." This list shall be updated annually, with a copy given to the finance department as an adjustment to the accounts receivable/bad debt accounts prior to the fiscal year end. An Application for Water, Wastewater, and/or Reclaimed Water service shall not be accepted from any person listed in the "uncollected bill" listing until the charges are paid.

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SECTION 28. RESIDENTIAL REFUND OF DEPOSITS

## A. REFUND OF DEPOSITS

- (1) The City shall refund the Residential Account Holder's deposit to Residential Account Holders who have had continuous service for a period of 3 years and have established a "Good Credit History."
- (2) "Good Credit History" means that during the preceding 3 consecutive years, a customer (a) never had Service discontinued for delinquent payment; (b) never had a payment returned as uncollected; and (c) had no more than one instance of a delinquent payment of a bill.
- (3) Deposit refunds shall be applied as a credit to the Account Holder's account for the next billing cycle after the Account Holder has completed 3 years of continuous Service and has established a "Good Credit History." When the credit exceeds the amount of the bill to which the credit is applied, the balance of the credit shall be applied to residential account holders' next monthly bill.
- (4) Upon disconnection of Service at Account Holder's request, any deposit then held by the City shall be applied toward any unpaid charges, fees, and bills. Any remaining deposit shall be refunded to the Residential Account Holder.

## B. RESERVED FOR FUTURE USE AND CHANGES

## C. SETTLEMENT OF DISPUTES.

- (1) If a dispute should arise with any Residential Account Holder concerning the refund of a utility deposit, then the Director or his designee is authorized to negotiate a settlement of such dispute and depart from the payment schedule in paragraph A, provided the city does not refund to the Residential Account Holder more than the amount of the deposit.
- (2) Any decision by the Director or his designee may be appealed to the City Manager. Appeals are made to the City Manager by filing a notice appeal with the City Clerk within thirty (30) days of the date of the written decision from the Director or his designee. The decision of the City Manager shall constitute the final action of the City and may, thereafter, be appealed in accordance with Florida law.



SECTION 29. WATER, WASTEWATER, AND/OR RECLAIMED WATER DEPOSITS FOR DELINQUENT ACCOUNT HOLDERS AND HIGH-RISK PENALTY CHARGES

A. Every Account Holder that is delinquent in paying a monthly utility bill and has been disconnected twice during any twelve (12) month period shall be considered "high risk".

B. No prior paid deposits that were calculated properly that have not been refunded need be increased unless there is an increase in Service.

C. If an Account Holder has a delinquent account, active or inactive, and requests new Service to a Unit, no new Service will be approved until the delinquent account has been paid in full or until the Account Holder has made satisfactory payment arrangements for the delinquent amount.

D. Residential Account Holders who have had their deposits waived or refunded and subsequently are delinquent in paying a monthly utility bill and are disconnected will be required to pay a deposit according to the Schedules of the Utility Rate Tariff as applicable, before service will be restored, or new services connected.

SECTION 30. WATER, WASTEWATER, AND/OR RECLAIMED WATER SERVICE CHARGES

Service charges shall be charged to each City Water, Wastewater, and/or Reclaimed Water System Account Holder, after the initial tapping fees have been paid, as follows:

A. Service charges shall be assessed for the following reasons:

- (1) A meter reading, in addition to the normal monthly reading, that is requested by the Account Holder for any purpose. If it is found by the Director or his designee that the normal monthly reading is incorrect, no service charge will be assessed for the requested additional reading.
- (2) When a past due account has been processed for disconnection of service due to non-payment.
- (3) A meter placed in an already established meter box for a new Account Holder upon written request. (A new Account Holder shall pay a deposit pursuant to Section 27, plus a service charge, if a tap has already been made.)
- (4) A meter that is changed at the Account Holder's request when the original meter was in proper working order at the time of the change, in addition to the cost of the meter. This cost incurred to the account holder will be for material, and labor, plus 25%.
- (5) A meter that is repaired or replaced because of damage by the Account Holder or due to the Account Holder's actions. Reasonable costs for material used for such repair or replaced installation shall be billed in addition to the service charge.
- (6) A trip made to an Account Holder's property at the Account Holder's request for any reason other than the normal monthly reading.
- (7) When a City Water, Wastewater, and/or Reclaimed Water bill remains unpaid for more than 60 days, and the account is turned over to a collection agency or other efforts are made to collect the amount owed. In such an event, the costs of collection shall be added to the amount of the debt. Collection service charges shall be the amount specified in the Schedule of the Utility Rate Tariff, or 35% of the debt, whichever is greater.
- (8) Change or transfer of a deposit from one address to another when a physical reading is required, pursuant to Section 33.
- (9) Meter test as provided below in paragraph B (2) of this section.
- (10) A seven (7) day use service charge shall apply for temporary service requested such as for purposes of cleaning or repairing property, plus Water, Wastewater, and/or Reclaimed Water usage, as applicable.
- (11) An Industrial Wastewater Discharge Permit Application fee shall be paid by the permittee prior to Application.

B. Service charges for the services described in paragraph A of this section, shall be paid as shown in the Utility Rate Tariff, unless otherwise provided herein.

- (1) Service charges shall be paid in advance before the meter is disconnected or replaced as stated in paragraph A-4 of this Section. All other service charges will be billed on the following monthly billing unless prior arrangements have been made and approved by the Director or his designee.
- (2) A meter test service charge, as specified in the Utility Rate Tariff, shall be paid to the City after testing any Water or Reclaimed Water meter at an Account Holder's request. If the test determines that the Water or Reclaimed Water meter does not meet AWWA standards, the meter test service charge shall not be charged by the City.

C. Service charges and fees identified in the Utility Rate Tariff, may be changed from time to time by resolution of the City of Williston Council.

D. The charges and fees specified in the Utility Rate Tariff, may be waived at the discretion of the Director or his designee.

## SECTION 31. WATER, WASTEWATER AND/OR RECLAIMED WATER BILLING ADJUSTMENTS

A. Water or Reclaimed Water Billing Adjustments: An Account Holder may request a review of a monthly Water or Reclaimed Water Bill under Section 23(L) of this Ordinance for the following reasons:

- (1) Leakage of Water or Reclaimed Water from the Water or Reclaimed Water meter due to incorrect installation or other causes by the Utility Department. Adjustments under this paragraph will be at the full amount.
- (2) Leakage of Water or Reclaimed Water from a broken or damaged pipe or leakage due to vandalism.
- (3) No other Water or Reclaimed Water bill adjustments will be allowed under this Ordinance unless approved by the City Manager or by the Director.

B. No adjustment to a Water, Wastewater, and/or Reclaimed Water bill shall affect or change the following charges:

- (1) The minimum monthly rate.
- (2) Charges billed by the city more than 90 days prior to the date of the Account Holder's written request for an adjustment.

C. Payment plans can be arranged for those Account Holders experiencing temporary economic hardship and/or unusually high Water, Wastewater, and/or Reclaimed Water billing. The billing will be due in equal monthly installments, in addition to each month's current billing. An initial payment equal to or greater than the normal bill average must be made at the time a payment arrangement is entered. The average will be based on the three months of billing prior to the higher-than-normal bill(s). If the account holder's high usage is a result of a failed connection or pipe on the customer side of the water, wastewater, or reclaim water system. It shall be necessary for the account holder to provide proof of a repair for service to be continued and a payment plan to be established. The Account Holder must sign a deferred payment agreement in the utility customer service offices. If the Account Holder fails to pay either the installment amount or the current month's billing, Service shall be disconnected without further notice and all sums shall become immediately due and payable. If established payment plans are adhered to, no delinquent notices shall appear on the Account Holder's record.

SECTION 32. RETURNED PAYMENTS

A. A service fee will be levied for returned payments as established by Section 125.0105, Florida Statutes, as may be amended. Upon receipt by the Utility of a returned check, declined credit card or debit card charges, the Account Holder will be notified to pay the amount of the returned check, declined credit card or debt card charges, plus the collection charge, by either cash or money order only, unless notice is not required pursuant to the provisions of Section 23. The Account Holder will be given seven (7) working days to make payment or satisfactory payment arrangements. If not paid within seven (7) working days, Service will be disconnected as provided in Section 23.

B. If an Account Holder has three (3) returned checks, declined credit card charges or debit card charges, or any combination thereof, within a 12-month period, then the City, may require future payments to be made only by cash or money order.

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SECTION 33. DISCONTINUANCE OF SERVICE AT ACCOUNT HOLDER'S REQUEST;  
DEPOSIT TRANSFERS

A. An Account Holder who requests the discontinuance of Service shall pay the appropriate charges for Service received in the month of discontinuance, not less than the minimum rate provided in the Utility Rate Tariff. Requests for discontinuance of Service may be made in person, by mail, email, or by phone. Phone requests require that the Account Holder provide evidence that they are the Account Holder by providing the last four digits of the social security number or driver's license number to the Utility Representative.

B. When an Account Holder moves from one service address to another service address within the utility service area, the deposit, if any, and any outstanding balance owed will be transferred from the previous service address to the new service address. In the event of such a transfer, pursuant to Section 30, a New Service Charge shall be assessed for connection of Service at the new address, as shown in the Utility Rate Tariff.

**SECTION 34. NO FREE SERVICE**

No Water, Wastewater, and/or Reclaimed Water Service shall be furnished by the City Utilities free of charge to any Person whatsoever, and each and every governmental agency, department or instrumentality, including the City, which uses Water, Wastewater, and/or Reclaimed Water Service shall pay the rates fixed by this Ordinance, unless otherwise provided herein. All Persons, and each and every governmental agency, department or instrumentality, including the City, shall pay Unit Connection Fees and capacity fees at the rates fixed by the Utility Rate Tariff or other ordinances, unless otherwise provided herein.



SECTION 35. CHANGES TO RATES AND COSTS

A. On each October 1st, and at annual intervals thereafter, Water, Wastewater, and Reclaimed Water rates and Unit Connection Fees established by the Utility Rate Tariff shall be automatically "indexed" or (CPI), to inflation by applying to each rate and Unit Connection Fee existing as of the immediately preceding September 30th an additive increment in a percentage amount equal to the percentage increase of the Consumer Price Index for all Urban Consumers (CPI-U) according to the U. S. Bureau of Labor Statistics during the preceding fiscal year. In the event that the Consumer Price Index is negative, Rates and Unit Connection Fees shall be maintained at the same rate as the previous year.

B. Notwithstanding anything in this Section or stated elsewhere in this Ordinance, all rates, deposits, charges, fees, and costs established or contemplated by this Ordinance may be modified or established at any time by resolution of the city of Williston Council.

SECTION 36. ENFORCEMENT AND PENALTIES

A. It shall be unlawful for any Person to violate any provision of this Ordinance. Any Person who violates a provision of this Ordinance may be prosecuted in the same manner misdemeanors are prosecuted pursuant to Section 125.69, Florida Statutes (2021). Such violations shall be prosecuted in the name of the state in a court having jurisdiction of misdemeanors by the prosecuting attorney thereof and upon conviction shall be punished by a fine not to exceed \$500.00 or by imprisonment in the City jail not to exceed 60 days or by both such fine and imprisonment. However, each violation by an Industrial User of any of the Pretreatment Standards and Requirements shall be punished by a fine not to exceed \$2,000.00 or by imprisonment in the City jail not to exceed 60 days or by both such fine and imprisonment. Each day that an offense or violation of any provision of this Ordinance continues shall be deemed a separate offense.

B. This Ordinance may be enforced in accordance with Chapter 162 of the Florida Statutes. A code enforcement officer may issue a citation for the violation of any provision of this Ordinance which is included in the list of offenses enforceable by citation in the Utility Rate Tariff. The applicable civil penalty if a person elects not to contest a citation is contained in the Utility Rate Tariff. If a person elects to contest a citation, the civil penalty shall not exceed the maximum civil penalty allowed by Chapter 162, Florida Statutes. Each day a violation continues after the issuance of a citation shall constitute a separate offense.

C. Any Account Holder who has received more than three (3) citations within a twelve (12) month period will be required to pay a "Damage Charge" of three hundred dollars (\$300.00) to the Utility Department in addition to the citation amount charged by the courts. This amount will be charged to the Account Holder's utility account during the next billing period. Failure to pay such charges will prohibit additional new service connections from being established until the "Damage Charge" is paid in full.

D. The enforcement provisions provided above are supplemental in nature and are not intended to prohibit the City from seeking any remedy available at law or equity.

E. When the Director or his designee finds that an Account Holder has violated, or continues to violate, any provision of this Ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director or his designee may serve upon that Account Holder a written notice of violation. Within 30 days of receipt of such notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted by the Account Holder to the Director. Submission of such a plan in no way relieves the Account Holder of liability for any violations occurring before or after receipt of the notice of violation. Nothing in this Section shall limit the authority of the Director or his designee to take any action, including emergency actions or any other enforcement action, without first issuing a notice of violation.

F. The Director or his designee may enter Consent Orders with Industrial Users (IU), assurances of voluntary compliance, or other similar documents establishing an agreement with any Industrial User responsible for noncompliance with any provision of this Ordinance. Such documents will include specific action to be taken by the Industrial User to correct the

noncompliance within a period specified by the document and shall have the same force as compliance orders and cease and desist orders and shall be judicially enforceable.

G. One or more of the following additional enforcement procedures may be used by the City when an Industrial User does not comply with a provision of this Ordinance.

- (1) Immediate threat to public health. The Director or his designee may require the immediate halt of a Discharge, if it is deemed an immediate threat to public health or the City Water, Wastewater, and/or Reclaimed Water System.
- (2) Self-Monitoring. The Director or his designee may require the IU to review its self-monitoring data to determine whether a violation of this Ordinance and/or of its Permit limitations has occurred. If a violation has occurred, the IU shall provide to the Director:
  - a. Notification that a violation has occurred. Such notification shall be provided to the Director within 24 hours of discovery of the violation.
  - b. A description of the magnitude and nature of the violation.
  - c. Details regarding analytical quality assurance.
- (3) Resampling. If sampling performed by a IU indicates a violation, the IU must notify the Director within twenty-four (24) hours of becoming aware of the violation. The IU shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Director within thirty (30) days after becoming aware of the violation. If the IU fails to resample and report within 30 days, Director may issue a Notice of Violation ("NOV") requiring the IU to resample and submit the report within 30 days. Resampling is not required if the Control Authority performs sampling at the IU at a frequency of at least once per month or the Control Authority performs sampling at the IU between the time when the initial sampling was conducted and the time when the IU or the Control Authority receives the results of the sampling.
- (4) City Wastewater System Monitoring. The City may conduct periodic independent compliance monitoring of IUs, as the Director deems appropriate. The City may randomly sample and analyze the effluent from IUs and conduct surveillance activities in order to identify, independent of information supplied by the IUs, occasional and continuing noncompliance with pretreatment standards. If the City discovers a violation that does not appear to be a Significant Violation, the City may issue a NOV and a 30-day compliance schedule including the requirement to resample to determine whether the violation is significant. The results of the resampling shall be submitted to the City within 30 days of the sending of the compliance schedule.
- (5) Significant Violations. The Director may review sampling data to determine whether a Significant Violation may have occurred. If it appears that a Significant Violation has occurred, the Director may review the data to determine whether a Significant Noncompliance has occurred.

- (6) **Compliance Orders.** When the Director or his designee finds that an IU has violated, or continues to violate, any provision of this Ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director or his designee may issue an order to the IU responsible for the Discharge directing that the IU come into compliance within a specified time. If the IU does not come into compliance within the time provided, sewer Service may be discontinued unless adequate treatment facilities, devices, or other related appurtenances are installed and properly operated. Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring and management practices designed to minimize the number of pollutants Discharged to the sewer. A compliance order may not extend the deadline for compliance established for a Pretreatment Standard or Requirement, nor does a compliance order relieve the IU of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the IU.
- (7) **Final Schedule of Compliance.** Pretreatment facilities shall achieve compliance according to the construction compliance schedule. Fines or penalties shall accrue daily until compliance is achieved or service is terminated. The IU shall submit a draft final compliance schedule within 15 days of notice of non-compliance from the City. Upon receipt of the draft compliance schedule, the City may issue the final schedule of compliance as a condition of continued operation. Upon completion of the compliance schedule, the City may review the final data to determine whether compliance has been achieved.
- (8) **Cease and Desist Orders.** When the Director finds that an IU has violated, or continues to violate, any provision of this Ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, or that the IU's past violations are likely to recur, the Director or his designee may issue an order to the IU directing it to cease and desist all such violations and directing the IU to immediately comply with all requirements and take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the Discharge. Issuance of a cease and desist order shall not be a bar against, or a prerequisite for, taking any other action against the IU.

#### H. False Statement/Tampering

It is unlawful for any Person to knowingly make any false statement, representation, or certification in any Application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this Ordinance, Wastewater Discharge Permit, or order issued hereunder, or to falsify, tamper with, or knowingly render inaccurate any monitoring device or method required under this Ordinance.

#### I. Affirmative Defenses to Discharge Violations

- (1) Upset.

- a. An upset shall constitute an affirmative defense to an action brought for noncompliance with Categorical Pretreatment Standards, if the requirements of paragraph (b), below, are met.
  - b. An IU who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that:
    1. An upset occurred and the IU can identify the cause(s) of the upset;
    2. The facility was at the time being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and
    3. The IU has submitted the following information to the Director within twenty-four (24) hours of becoming aware of the upset (if this information is provided verbally, a written submission must be provided within five (5) calendar days):
      - (a) A description of the indirect discharge and cause of noncompliance;
      - (b) The period of noncompliance, including exact dates and times or, if not corrected, the anticipated time the noncompliance is expected to continue; and
      - (c) Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
  - c. In any enforcement proceeding, the IU seeking to establish the occurrence of an upset shall have the burden of proof.
  - d. IUs will have the opportunity for a judicial determination on any claim of upset only in an enforcement action arising from noncompliance with Categorical Pretreatment Standards.
  - e. IUs shall control production of all Discharges to the extent necessary to maintain compliance with Categorical Pretreatment Standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement applies in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.
- (2) Prohibited Discharge Standards. An IU shall have an affirmative defense to an enforcement action brought against it for noncompliance with the Prohibitions set forth in Section 17 of this Ordinance, if it can prove that it did not know, or have reason to know, that its Discharge, alone or in conjunction with Discharges from other sources, would cause Pass Through or Interference and that either:
- a. A Local Limit exists for each pollutant discharged and the IU was in compliance with each limit directly prior to, and during, the Pass Through or Interference; or

- b. No Local Limit exists, but the Discharge did not change substantially in nature or constituents from the IU's prior Discharge when the City was regularly in compliance with its NPDES permit, and in the case of Interference, was in compliance with applicable Sludge use or disposal requirements.

(3) Bypass.

- a. An IU may allow any bypass to occur which does not cause Pretreatment Standards or Requirements to be violated, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the following provision.
- b. If an IU knows in advance of the need for a bypass, the IU shall submit prior notice to the Director, at least ten (10) calendar days before the date of the bypass, if possible.
- c. An IU shall submit verbal notice to the Director of an unanticipated bypass that exceeds applicable Pretreatment Standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) calendar days of the time the IU becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass. The Director may waive the written report on a case-by-case basis if the verbal report has been received within twenty-four (24) hours.
- d. Bypass is prohibited, and the Director may take an enforcement action against an IU for a bypass, unless
  - 1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
  - 2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
  - 3. The IU submitted notices as required by this Section.
- e. The Director or his designee may approve an anticipated bypass, after considering its adverse effects, if the Director determines that it will meet the three conditions listed in subparagraph d, above.

J. Administrative Fines

When the Director or his designee finds that an IU has violated, or continues to violate, any provision of this Ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may fine such IU in an amount not to exceed \$2,500.00. Such fines shall be assessed on a per-violation, per-day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation.

- (1) Unpaid charges, fines, and penalties shall, after 30 calendar days, be assessed an additional penalty. A lien against the IU's property may be sought for unpaid charges, fines, and penalties.
- (2) IU's desiring to dispute such fines must file a written request for the Director to reconsider the fine along with full payment of the fine amount within 30 days of being notified of the fine. Where a request has merit, the Director may convene a hearing on the matter. In the event the IU's appeal is successful, the payment, together with any interest accruing thereto, shall be returned to the IU. The Director may add the costs of preparing administrative enforcement actions such as notices and orders to the fine.
- (3) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the IU.

#### K. Emergency Suspensions

The Director may immediately suspend a IU's Discharge, after informal notice to the IU, whenever such suspension is necessary to stop an actual or threatened Discharge, which reasonably appears to present, or cause an imminent or substantial endangerment to the health or welfare of Persons. The Director may also immediately suspend an IU's discharge, after notice and opportunity to respond, that threatens to interfere with the operation of the POTW, or which presents, or may present, an endangerment to the environment.

- (1) Any IU notified of a suspension of its Discharge shall immediately stop or eliminate its contribution. In the event of an IU's failure to immediately comply voluntarily with the suspension order, the Director may take such steps as deemed necessary, including immediate severance of the sewer Connection, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Director may allow the IU to recommence its Discharge when the IU has demonstrated to the satisfaction of the Director that the period of endangerment has passed, unless the termination proceedings in the following Section are initiated against the IU.
- (2) An IU that is responsible, in whole or in part, for any Discharge presenting imminent endangerment shall submit a detailed written statement describing the causes of the harmful contribution and the measures taken to prevent any future occurrence to the Director prior to the date of any show cause or termination hearings.
- (3) Nothing in this Section shall be interpreted as requiring a hearing prior to any emergency suspension under this Section.

#### L. Termination of Discharge

In addition to provisions of Section 18 regarding revocation of Wastewater Discharge Permits, any IU who violates the following conditions is subject to Discharge termination:

- (1) Violation of a Wastewater Discharge Permit condition;
- (2) Failure to accurately report the Wastewater constituents and characteristics of its Discharge;
- (3) Failure to report significant changes in operations or Wastewater volume, constituents, and characteristics prior to Discharge;
- (4) Refusal of reasonable access to the IU's premises for the purpose of inspection, monitoring, or sampling; or
- (5) Violation of the Pretreatment Standards of this Ordinance. The IU will be notified of the proposed termination of its Discharge and be offered an opportunity to show cause under the show cause hearing section of this Ordinance why the proposed action should not be taken. Exercise of this option by the Director shall not be a bar to, or a prerequisite for, taking any other action against the IU.

#### M. Judicial Enforcement Remedies

- (1) Injunctive Relief. When the Director or his designee finds that an IU has violated, or continues to violate, any provision of this Ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement, the Director may petition the Circuit Court in and for City through the City Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the Wastewater Discharge Permit, order, or other requirement imposed by this Ordinance on activities of the IU. The Director may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the IU to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a IU.
- (2) Civil Penalties. An IU who has violated, or continues to violate, any provision of this Ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall be liable to the City for a maximum civil penalty of \$2,500 per violation, per day. In the case of a monthly or other long-term average Discharge limit, penalties shall accrue for each day during the period of the violation.
  - a. The Director may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the City.
  - b. In determining the amount of civil liability, the Court shall consider all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any



economic benefit gained through the IU's violation, corrective actions by the IU, the compliance history of the IU, and any other factor as justice requires.

- c. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against a IU.

(3) Code Enforcement

- a. An IU who willfully or negligently violates any provision of this Ordinance, a Wastewater Discharge Permit, or order issued hereunder, or any other Pretreatment Standard or Requirement shall, upon being found liable, be subject to a fine of not more than \$1,000 per violation, per day, or imprisonment for not more than 60 days, or both.
- b. In the event of a second conviction, an IU shall be subject to a fine of not more than \$5,000 per violation, per day, or imprisonment for not more than 60 days, or both.
- c. An IU who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage or for any other violation that is irreparable or irreversible shall be subject to a fine of not more than \$15,000, or imprisonment for not more than 60 days, or both. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.
- d. In determining the amount of the fine, the following factors shall be considered: the gravity of the violation, any actions taken by the violator to correct the violation, and any previous violations committed by the violator.

N. Remedies Nonexclusive.

The remedies provided for in this Ordinance are not exclusive. The Director may take any, all, or any combination of these actions against a noncompliant violator. Enforcement of pretreatment violations will generally be in accordance with the City's Enforcement Response Plan. However, the Director or his designee may take other action against any violator when the circumstances warrant. Further, the Director is empowered to take more than one enforcement action against any noncompliant violator.

SECTION 37. PROCEDURE FOR APPEALS

A. Whenever an appeal of any action by the Director or City Administrator under this Ordinance is filed, except for code enforcement actions, the procedures outlined in this Section shall apply; provided, however, that no appeal related to billing complaints or disputes under Section 23 may be filed until the procedures outlined in paragraphs (L) and (M) of Section 23 have been exhausted.

B. An appeal may be initiated by any aggrieved person by filing a written notice of appeal with the Director and paying a filing fee, as specified in the Utility Rate Tariff, Schedule H, no later than thirty (30) days of the date of the action which is the subject of the appeal. The notice of appeal shall be filed on forms provided by the Director and shall include all pertinent information as requested thereon.

C. No later than fifteen (15) days after the notice of appeal is filed, the Director shall set a reasonable date and time for hearing before the Board and shall provide the appellant with written notice of the hearing. The hearing shall be held no later than sixty (60) days after the notice of appeal is filed with the Director.

D. At the hearing, the appellant shall be permitted to present its case by verbal and documentary evidence; to present sworn witnesses; to submit rebuttal evidence; to conduct cross-examination as may be required for a full and true disclosure of the facts; and to make offers of compromise. E. Decisions by the Director under this Ordinance, except for code enforcement actions, shall be subject to review by the City's Special Magistrate in a de novo hearing at a regularly scheduled meeting, provided a written request for such review is filed with the Utility Department within thirty (30) days of the City Administrator's written decision. If there is no written decision, the written request for review must be filed within thirty (30) days of the Director's verbal decision or action underlying the appeal. The provisions of paragraph D above shall also apply to hearings before the Board. The hearing shall be held within sixty (60) days after the notice of appeal is filed with the Director. The Director shall schedule the hearing, and shall give reasonable notice to the appellant. Unless otherwise required by Florida law, formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. The Board's decision shall be by written order with findings of fact and reasons to support the decision.

E. In its sole discretion, the Board may appoint the City's Special Magistrate as a hearing officer to hold a de novo public hearing and make findings of fact and conclusions on any appeal filed in accordance with this Section. No later than fifteen (15) days after the appointment of the Special Magistrate, the Director shall provide the appellant with written notice of hearing, which shall be held no later than sixty (60) days after appointment of the Special Magistrate. The provisions of paragraph D. above shall also apply to such hearings. No later than thirty (30) days after the hearing, the Special Magistrate shall issue a written report and recommendation to the Board, including findings of fact and conclusions and a recommended order. The findings of fact and conclusions shall be binding upon the Board, but the recommended order shall be advisory only.

SECTION 38. JURISDICTION

All sections of this Ordinance shall apply to the city limits and surrounding "Service Area" of the City of Williston incorporated, or such areas that are located from time to time within any (i) investor owned Water, Wastewater, and/or Reclaimed Water franchised or certificated service area; (ii) Water, Wastewater, and/or Reclaimed Water utility service area of any municipality when such areas are created by interlocal agreement between such municipality and the City, while such interlocal agreements are in effect, or (iii) Water, Wastewater, and/or Reclaimed Water utility service area of any privately owned utility.

SECTION 39. SEVERABILITY

If any section, subsection, sentence, clause, phrase, word or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 40. EFFECT OF THIS ORDINANCE ON PREVIOUS ORDINANCES; AND  
CONFLICTING ORDINANCE REPEALED

Any City of Williston Ordinances are hereby amended, restated, consolidated, supplemented, and replaced by this Ordinance. All provisions or parts of those or any other ordinances and resolutions of the City that are in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 41. RESERVED FOR FUTURE USE AND CHANGES

SECTION 42. COPY OF ORDINANCE AVAILABLE TO THE PUBLIC

A copy of this Ordinance shall be kept on file at the business/billing office of the City Utility Department and shall be made available for inspection by all interested persons. Copies may be purchased for a reasonable fee from the Clerk's office at the City Hall Building located at 50 NW Main Street, Williston, Florida 32696.

**SECTION 43. INCORPORATION OF SCHEDULES AND EXHIBITS**

All schedules and exhibits referred to in this Ordinance, as they may be amended from time to time by resolution of the City of Williston Council, are hereby incorporated by reference and made a part of this Ordinance.



SECTION 44. EFFECTIVE DATE

This Ordinance shall take effect upon filing with the Department of  
State of Florida.

PASSED AND ENACTED by the City Council of the City of Williston,  
State of Florida this \_\_\_\_\_ day of \_\_\_\_\_,  
2023.

## DW Rates

Residential Base Rates		
Meter Size	Drinking Water Inside City	Drinking Water Outside City
5/8-inch	20.46	\$22.51
Commercial Base Rates		
Meter Size	Drinking Water Inside City	Drinking Water Outside City
5/8-inch	\$22.79	\$25.06
Residential & Commercial Usage Rates		
Usage Tiers	DW Residential Inside & Outside City	DW Commercial Inside & Outside City
0 to 5,000 gallons	\$3.52	\$3.92
5,000 to 10,000 gallons	\$4.18	\$4.66
10,000 to 15,000 gallons	\$6.82	\$7.60
15,000 to 20,000 gallons	\$8.58	\$9.56
20,000 gallons or more	\$10.34	\$11.52

## WW Rates

Residential Base Rates	
Meter Size	Wastewater Inside City
5/8-inch	\$60.75
Commercial Base Rates	
Meter Size	Wastewater Inside City
5/8-inch	\$69.19

Residential & Commercial Usage Rates			
Usage Tiers	WW Residential Inside City	Usage Tiers	WW Commercial Inside City
0 to 5,000 gallons	\$0.00	0 to 5,000 gallons	\$5.06
5,001 to 10,000 gallons	\$4.73	5,001 to 10,000 gallons	\$6.08
10,001 to 15,000 gallons	\$5.67	10,001 to 15,000 gallons	\$10.13
15,001 to 20,000 gallons	\$9.45	15,001 to 20,000 gallons	\$12.68
20,001 to 25,000 gallons	\$11.83	20,001 gallons or more	\$15.19
25,001 gallons or more	\$14.18		

## UTILITY RATE TARIFF

Drinking Water Commercial Rates		
Meter Size	Base Charges Inside City	Base Charges Outside City
5/8-inch	\$22.79	\$25.06
1-inch	\$23.25	\$25.56
1.5-inch	\$46.50	\$51.15
2-inch	\$74.40	\$81.84
3-inch	\$148.80	\$163.63
4-inch	\$232.50	\$255.75
6-inch	\$465.00	\$511.50
8-inch	\$744.00	\$818.40
12- inch	\$2,464.50	\$2,710.95

Wastewater Commercial Rates	
Meter Size	Base Charges Inside City
5/8-inch	\$69.19
1-inch	\$84.38
1.5-inch	\$168.75
2-inch	\$270.00
3-inch	\$540.00
4-inch	\$843.75
6-inch	\$1,687.50
8-inch	\$2,700.00
12-inch	\$8,943.75

# UTILITY RATE TARIFF

## City of Williston Water Fee Schedule

**Fee Schedule.** The Following fees shall apply:

**Deposits:**

Residential	\$100.00
Commercial	\$500.00 (plus 2x 6 month average, determined after being in full operation for 6 months)
Industrial	To be determined by City
Hydrant Meter	\$2,500.00

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

New Water Tap Fee	\$2,000.00
New Connection Fee	\$100.00
Reconnection Fee	\$50.00
Temporary Connection Fee	\$25.00
Leave it on Agreement Connection Fee	\$25.00
Read Only Fee	\$25.00
Transfer Fee	\$50.00

**Other Fees:**

Meter Testing Fee	\$125.00
Meter Tampering Fee	\$750.00
Right of Way Access Fee	\$75.00
After Hours Fee	\$140.00

**Late Payment Charge**

Residential	>5% of bill amount or \$10.00
Commercial	>5% of bill amount or \$25.00

Returned Check Fee	\$25.00 - <\$50
	\$30.00 - \$51-\$299
	\$40.00 - >\$300

# UTILITY RATE TARIFF

## City of Williston Wastewater Fee Schedule

**Fee Schedule.** The Following fees shall apply:

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

New Waste Water Tap Fee	\$1,200.00 (2" line)
	\$2,500.00 (>2" line)

**Other Fees:**

Right of Way Access Fee	\$75.00
After Hours Fee	\$140.00

Late Payment Charge	
Residential	>5% of bill amount or \$10.00
Commercial	>5% of bill amount or \$25.00

Return Check Fee	\$25.00 - <\$50
	\$30.00 - \$51-\$299
	\$40.00 - >\$300



CITY OF  
**WILLISTON**  
FLORIDA

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

**COUNCIL AGENDA ITEM**

**November 7, 2023**

**TOPIC:**

Discussion with possible action: Performance evaluation for the City Clerk, Mrs. Latricia Wright.

**REQUESTED BY:** Council

**PREPARED BY:** HR Director Krystal Patterson

**BACKGROUND / DESCRIPTION:**

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

The evaluation form consists of 8 sections with a total of 31 subsections that require a rating score of 1-5.

1 being Unsatisfactory to 5 being Outstanding, or N/O (Not Observed), which denotes a council member not having an opportunity to observe a factor during the evaluation period.

**LEGAL REVIEW:**

None

**FISCAL IMPACTS:**

A possible wage increase was approved and adopted into the 2023-2024 fiscal year budget.

**RECOMMENDED ACTION:**

I have reviewed and reconciled the evaluations presented by the individual council members to include President-Debra Jones, Vice President-Jerry Robinson, Council Members Michael Cox, Zach Bullock, and Darfeness Hinds.

The Recommended Action is for the City Council members to review the collective evaluation forms as well as Mrs. Wright's self-evaluation to determine satisfaction of job duties as well as a possible increase in to her salary.

**FACTORS INVOLVED IN THE FINAL EVALUATION COMPOSITE:**

Mr. Robinson noted 1 (one) N/O ratings in his evaluation form. Due to his lack of opportunity to observe Ms. Wright's abilities in that section, his 31 subsections were reduced to 30 in the mathematical equation used to produce an overall average score.

As a side note: Mr. Cox's evaluation needs to be signed.

*The mission of the City of Williston is to offer an efficient affordable and safe place to live, work and play.*

Mayor – CHARLES GOODMAN / President – DEBRA JONES

Vice President – JERRY ROBINSON

Council members – MICHAEL COX – ZACH BULLOCK – DARFENESS HINDS

City Manager – TERRY BOVAIRD City Clerk – LATRICIA WRIGHT



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**FINAL SCORE AND RECOMMENDED SALARY INCREASE:**

- Ms. Wright achieved an average score of 4.66%, which translates into Exceeding Job Standards, according to the Performance Evaluation Form.
- Ms. Wright's current salary is \$62,067.20.
- Ms. Wright's anniversary date was September 23<sup>rd</sup> of this year, 2023.
- There are 26 pay periods per year for the City of Williston.
- If an increase in Ms. Wright's salary is approved, retroactive pay will be due for the pay periods extending back to the week of September 25, 2023.

**ATTACHMENTS:**

- ✓ Cover Page
- ✓ Copy of the composite Performance Evaluation.
- ✓ Copy of Ms. Wright's Self -Evaluation.
- ✓ Copies of the individual council members Performance Evaluation forms.

**COMMISSION ACTION:**

\_\_\_\_\_ **APPROVED**  
\_\_\_\_\_ **DISAPPROVED**

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Vice President – JERRY ROBINSON  
Council members – MICHAEL COX – ZACH BULLOCK – DARFENESS HINDS  
City Manager – TERRY BOVAIRD City Clerk – LATRICIA WRIGHT





## **Performance Evaluation City Clerk**

### **PURPOSE**

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

### **PROCESS**

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

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

### **INSTRUCTIONS**

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

**City Clerk Name:** Latricia Wright

**Name of Council Member Completing the Form:** Tabulated Results by HR Dir. K. Patterson

## Performance Evaluation

Date: 10/18/2023

### Rating Scale Definitions (1-5)

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

### I. Performance Evaluation And Achievements

#### 1. City Council Relations

	1	2	3	4	5	N/O
A. Follows up on Council actions to ensure timely preparation, indexing, and filing of agreements, resolutions, ordinances and vital records.	_____	_____	_____	II	III	_____
B. Reporting to the City Council is timely, clear, concise, and thorough.	_____	_____	_____	II	III	_____
C. Attends and records City Council meetings, and prepares necessary documentation for Council to certify.	_____	_____	_____	II	III	_____
D. Provides responsible and complex staff support to the City Council and City Personnel.	_____	_____	_____	I	III	_____
E. Keeps the City Council informed of current plans and activities, and new developments in technology, legislation, governmental practices, etc.	_____	_____	_____	II	III	_____
Average Score - 4.28						

#### **Comments:**

With everything Latricia does she keeps the council informed in a quick and timely manner. Latricia is readily available for council.  
 Able to answer council questions when requested. Mrs. Wright is a vital asset to the city council and she tries very hard to keep us in the loop at all times.

**2. Communication**

1 2 3 4 5 N/O

A. Oral communication is clear, concise, and effective. \_\_\_\_\_ I \_\_\_\_\_ IIII \_\_\_\_\_

B. Written communications are clear, concise, and effective. \_\_\_\_\_ II \_\_\_\_\_ III \_\_\_\_\_

**Comments:**

Average Score - 4.70

Communication with council is above average with concise, clear explanations when needed. As stated above.

**3. Public Relations**

1 2 3 4 5 N/O

A. Projects a positive public image. \_\_\_\_\_ IIII \_\_\_\_\_

B. Is always courteous to the public. \_\_\_\_\_ IIII \_\_\_\_\_

C. Demonstrates good working relationships with City officials, City Manager, department leaders, and the public. \_\_\_\_\_ IIII \_\_\_\_\_

Average Score - 5.00

**Comments:**

Latricia is always building relations with business leaders in Williston. Excellent communication an drelationship with council and especially with the public when needed and at times goes beyond with the public concerns. Very professional. Latricia always represents the city of Williston well with the public and her peers. Consistently engages in community activities, planning, implementing and/or participating. Consistently encourages engagement with the community through participation an dinvitation to others within the city.

**4. Intergovernmental/Interdepartmental Relations**

1 2 3 4 5 N/O

A. Aid and support City ordinances, charter, &amp; policies. \_\_\_\_\_ II \_\_\_\_\_ III \_\_\_\_\_

B. Demonstrates a full understanding of applicable policies, procedures, and work methods associated with assigned duties. \_\_\_\_\_ II \_\_\_\_\_ III \_\_\_\_\_

C. As Supervisor of Elections, works well and efficiently with County and State Representatives. \_\_\_\_\_ II \_\_\_\_\_ III \_\_\_\_\_

D. Contributes to good government, and fosters citizenship and accountability through regular participation in local, regional, and state committees and organizations. \_\_\_\_\_ IIII \_\_\_\_\_

E. Manage budget for City Clerk Administration \_\_\_\_\_ II \_\_\_\_\_ III \_\_\_\_\_

**Comments:**

Average Score - 4.68

Has excellent relationship with local, regional and state with her timely participation. Represents the city in the Williston Area Chamber of Commerce Board of Dir. and continues to encourage the council to participate there as well as joining other lagislative committees and the regional league. Active participant in government committees an dorganizations. Supports and encourages council to become more active and engaged in commitees and organizations randing from local to state. Believes a better understanding provides for proper execution and a better outcome for our city and citizens.

**5. Public Records Management**

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

Average Score - 4.58

**Comments:**

Seems to be organized regarding records, etc. And able to provide any needed or requested records when requested. Not familiar with cloud storage.

Retrieval is key and latricia manages this very well

**6. Responsibilities to Legislative Support**

	1	2	3	4	5	N/O
A. Prepares advertising for ordinances, public hearings, elections, etc. in accordance with State Statutes, City Code, and City Charter.	_____	_____	_____	II	III	_____
B. Administer compliance to the Municipal Code to ensure proper codification and distributes City Code supplements in an efficient manner.	_____	_____	_____	III	II	_____
C. Prepares City Council agenda packets timely with complete and appropriate documents.	_____	_____	_____	III	II	_____
D. Correspond to Council members requests, concerns, and inquiries promptly. Initiates responses to questions and issues that the Council and/or public poses.	_____	_____	_____	I	III	_____

Average Score - 4.55

**Comments:**

Everything is done in a quick and timely manner per request. Vast improvement regarding codification of code supplements at times

agenda is late due to people providing info for agenda late. She needs to just say no when this occurs. Has discovered the best methods for compliance. and continues to exceed standards. Bus

**7. Constitutional Officer – Supervisor of Elections**

	1	2	3	4	5	N/O
A. Maintains compliance and administration of Chapters 97 through 106 of the FL. Statutes.	_____	_____	_____	I	III	_____
B. Administer the depository for all corporate contracts, agreements, ordinances, resolutions, and proclamations.	_____	_____	_____	I	III	_____
C. Qualify Candidates for Office.	_____	_____	_____	II	III	_____
D. Provide Information and Statistics on Voter Registration, Voting, and Elections results.	_____	_____	_____	I	III	_____

Average Score - 4.75

**Comments:**

Keep up the good Work. Everything appears to run smoothly during election time. Needs to be careful when reviewing qualification documents tht documents are completed in their entirety and correctly.

Busy election cycle handled with ease.

**8. Professional Traits**

	1	2	3	4	5	N/O
A. Initiative.	_____	_____	_____	II	III	_____
B. Judgement.	_____	_____	_____	II	III	_____
C. Fairness and Impartiality.	_____	_____	_____	I	III	_____
D. Creativity and Innovation	_____	_____	_____	I	III	_____

Average Score - 4.70

**Comments:**

Always thinkin and suggesting ways to improve city administration for the better.Her creativity and innovation serve the COW well during her special events.

**II. Achievements Relative To Objectives For This Evaluation Period:**

Has continued with several certifications and education. Latricia has achieved her goals of becoming a certified municipal city clerk and is active with their state wide organization.

Mrs. Wright has taken the initiative to courses that increases her knowledge of the job she performs and as an expert in her field will allow enhancement of her job performance and proficiency. Joined board and/or committees that will keep her informed and engaged in the governmental activites that can affect our government.

### III. Summary Rating

**Overall Performance Rating** - Considering the results obtained against established performance expectations as well as overall job performance, the following rating is provided: **Average Score: 4.66**

**Unsatisfactory** \_\_\_\_\_ **Improvement** \_\_\_\_\_ **Meets Job** \_\_\_\_\_ **Exceeds Job** **||||** **Outstanding** **|**  
**Needed** **Standards** **Standards**

**Comments:**

Goals have been accomplished by Latricia. I appreciate your encouragement to myself and other council members and the mayor to reach out and participate more often with community, regional and statewide peer organizations such as the Swanee River League of Cities and the Legislative Committees.

#### **IV. Future Goals And Objectives:**

**Specific goals and objectives to be achieved in the next evaluation period:** \_\_\_\_\_

Continue to take the required courses offered by the state. Continue to build relationships locally and state wide.

Learn to say no when items are late for agenda completion. Proof read agenda and documents for correct dates and numbers.

**V. Performance Improvement Plan \*If recommended:**

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

None

**Signature of Human Resources Director Completing this Form:**

**x** \_\_\_\_\_

Date: \_\_\_\_\_

**To Be Completed after the results have been tabulated of all Council Members.**

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

\_\_\_\_\_  
**Date**

**City Council Concurrence by Signature**

\_\_\_\_\_  
Mayor Charles Goodman

YES / NO

\_\_\_\_\_  
President Debra Jones

YES / NO

\_\_\_\_\_  
Vice-President Jerry Robinson

YES / NO

\_\_\_\_\_  
Council Member Darfeness Hinds

YES / NO

\_\_\_\_\_  
Council Member Zach Bullock

YES / NO

\_\_\_\_\_  
Council Member Michael Cox

YES / NO

**City Clerk**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Next Evaluation Date:** \_\_\_\_\_



## Performance Evaluation City Clerk

### **PURPOSE**

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

### **PROCESS**

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

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

### **INSTRUCTIONS**

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

**City Clerk Name:** Latricia Wright

**Name of Council Member Completing the Form:** Debra Jones



## Performance Evaluation

Date: 10/10/23

### Rating Scale Definitions (1-5)

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

### I. Performance Evaluation And Achievements

#### 1. City Council Relations

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

#### Comments:

Mrs. Wright is a vital asset to the  
City Council and she tries very hard to keep  
us in the loop at all times.

**2. Communication**

1 2 3 4 5 N/O

A. Oral communication is clear, concise, and effective.

— — — — 5 —

B. Written communications are clear, concise, and effective.

— — — 4 — —

Comments:

As stated above.**3. Public Relations**

1 2 3 4 5 N/O

A. Projects a positive public image.

— — — — 5 —

B. Is always courteous to the public.

— — — — 5 —

C. Demonstrates good working relationships with City officials, City Manager, department leaders, and the public.

— — — — 5 —

Comments:

Latricia always represents the City of Williston well with the public and her peers.**4. Intergovernmental/Interdepartmental Relations**

1 2 3 4 5 N/O

A. Aid and support City ordinances, charter, &amp; policies.

— — — 4 — —

B. Demonstrates a full understanding of applicable policies, procedures, and work methods associated with assigned duties.

— — — 4 — —

C. As Supervisor of Elections, works well and efficiently with County and State Representatives.

— — — 4 — —

D. Contributes to good government, and fosters citizenship and accountability through regular participation in local, regional, and state committees and organizations.

— — — — 5 —

E. Manage budget for City Clerk Administration

— — — 4 — —

Comments:

Represents the City on the Williston Area Chamber of Commerce Bd. of Directors and continues to encourage the Council to participate there, as well as joining other Legislative Committees and the Regional League.

3

**5. Public Records Management**

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

**Comments:**

Retrieval is key and Patricia manages this very well.

**6. Responsibilities to Legislative Support**

	1	2	3	4	5	N/O
A. Prepares advertising for ordinances, public hearings, elections, etc. in accordance with State Statutes, City Code, and City Charter.	—	—	—	4	—	—
B. Administer compliance to the Municipal Code to ensure proper codification and distributes City Code supplements in an efficient manner.	—	—	—	4	—	—
C. Prepares City Council agenda packets timely with complete and appropriate documents.	—	—	—	4	—	—
D. Correspond to Council members requests, concerns, and inquiries promptly. Initiates responses to questions and issues that the Council and/or public poses.	—	—	—	—	5	—

**Comments:**

Has discovered the best methods for compliance and continues to exceed standards.

**7. Constitutional Officer – Supervisor of Elections**

1 2 3 4 5 N/O

A. Maintains compliance and administration of Chapters 97 through 106 of the FL. Statutes.

4

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

4

C. Qualify Candidates for Office.

4

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

4

Comments:

Busy election cycle handled with ease.**8. Professional Traits**

1 2 3 4 5 N/O

A. Initiative.

4

B. Judgement.

4

C. Fairness and Impartiality.

5

D. Creativity and Innovation

5

Comments:

Her Creativity and innovation serve the  
CDW well during her Special Event**II. Achievements Relative To Objectives For This Evaluation Period:**Laticia has achieved her goals of becoming  
a Certified Municipal City Clerk and is  
active with their statewide organization.

### III. Summary Rating

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

Unsatisfactory \_\_\_\_\_ Improvement Needed \_\_\_\_\_ Meets Job Standards \_\_\_\_\_ Exceeds Job Standards ☒ Outstanding \_\_\_\_\_

#### Comments:

Goals have been accomplished by Latricia.

I appreciate your encouragement to myself and other Council members (and the Mayor) to reach out and participate more often with community, regional and

#### IV. Future Goals And Objectives:

Statewide peer organizations such as the Suwannee River League of Cities and the Legislative Committee.

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

Keep up the excellent work!!

#### V. Performance Improvement Plan \*If recommended:

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

N/A

Signature of Council Member Completing this Form:

x Debra J. Jones

Date:

10/10/23



## **Performance Evaluation City Clerk**

### **PURPOSE**

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

### **PROCESS**

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

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

### **INSTRUCTIONS**

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

**City Clerk Name:** Latricia Wright

**Name of Council Member Completing the Form:** JERRY ROBINSON

## Performance Evaluation

Date: 9/15/2023

### Rating Scale Definitions (1-5)

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

### I. Performance Evaluation And Achievements

#### 1. City Council Relations

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

#### **Comments:**

PATRICIA IS READILY AVAILABLE FOR COUNCIL. ABLE TO ANSWER COUNCIL QUESTIONS WHEN REQUESTED.

**2. Communication**

1 2 3 4 5 N/O

A. Oral communication is clear, concise, and effective.

\_\_\_\_\_ ✓ \_\_\_\_\_

B. Written communications are clear, concise, and effective.

\_\_\_\_\_ ✓ \_\_\_\_\_

**Comments:**

COMMUNICATION WITH COUNCIL IS ABOVE AVERAGE WITH  
CONCISE, CLEAR EXPLANATIONS WHEN NEEDED.

**3. Public Relations**

1 2 3 4 5 N/O

A. Projects a positive public image.

\_\_\_\_\_ ✓ \_\_\_\_\_

B. Is always courteous to the public.

\_\_\_\_\_ ✓ \_\_\_\_\_

C. Demonstrates good working relationships with City officials, City Manager, department leaders, and the public.

\_\_\_\_\_ ✓ \_\_\_\_\_

**Comments:**

EXCELLENT COMMUNICATION AND RELATIONSHIP WITH COUNCIL  
AND ESPECIALLY WITH THE PUBLIC, WHEN NEEDED AND AT  
TIMES GOES BEYOND WITH PUBLIC CONCERNS, VERY PROFESSIONAL

**4. Intergovernmental/Interdepartmental Relations**

1 2 3 4 5 N/O

A. Aid and support City ordinances, charter, &amp; policies.

\_\_\_\_\_ ✓ \_\_\_\_\_

B. Demonstrates a full understanding of applicable policies, procedures, and work methods associated with assigned duties.

\_\_\_\_\_ ✓ \_\_\_\_\_

C. As Supervisor of Elections, works well and efficiently with County and State Representatives.

\_\_\_\_\_ ✓ \_\_\_\_\_

D. Contributes to good government, and fosters citizenship and accountability through regular participation in local, regional, and state committees and organizations.

\_\_\_\_\_ ✓ \_\_\_\_\_

E. Manage budget for City Clerk Administration

\_\_\_\_\_ ✓ \_\_\_\_\_

**Comments:**

HAS EXCELLENT RELATIONSHIP WITH LOCAL, REGIONAL AND  
STATE WITH HER TIMELY PARTICIPATION.



**5. Public Records Management**

1 2 3 4 5 N/O

A. Maintains compliance and retention of all official City records in an organized an accessible manner.

\_\_\_\_ \_ \_ \_ \_ ✓ \_\_\_\_

B. Assists City officials, City employees, and public requests for retrieval and review of public records.

\_\_\_\_ \_ \_ \_ \_ ✓ \_\_\_\_

C. Appropriately manage the disposition of records in accordance with public records retention requirements and schedule.

\_\_\_\_ \_ \_ \_ \_ ✓ \_\_\_\_

D. Initiative for progressive plans on cloud storage for public records.

\_\_\_\_ \_ \_ \_ \_ ✓ \_\_\_\_

**Comments:**

SEEMS TO BE ORGANIZED REGARDING RECORDS, ETC. AND ABLE TO PROVIDE ANY NEEDED OR REQUESTED RECORDS WHEN REQUESTED NOT FAMILIAR WITH CLOUD STORAGE.

**6. Responsibilities to Legislative Support**

1 2 3 4 5 N/O

A. Prepares advertising for ordinances, public hearings, elections, etc. in accordance with State Statutes, City Code, and City Charter.

\_\_\_\_ \_ \_ \_ \_ ✓ \_\_\_\_

B. Administer compliance to the Municipal Code to ensure proper codification and distributes City Code supplements in an efficient manner.

\_\_\_\_ \_ \_ \_ \_ ✓ \_\_\_\_

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

\_\_\_\_ \_ \_ \_ \_ ✓ \_\_\_\_

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

\_\_\_\_ \_ \_ \_ \_ ✓ \_\_\_\_

**Comments:**

FAST IMPROVEMENT REGARDING CODIFICATION OF CODE SUPPLEMENTS AT TIMES AGENDA IS LATE DUE TO PEOPLE PROVIDING INFO FOR AGENDA LATE, SHE NEEDS TO JUST SAY NO WHEN THIS OCCURS

**7. Constitutional Officer – Supervisor of Elections**      **1      2      3      4      5      N/O**

**A. Maintains compliance and administration of Chapters 97 through 106 of the FL. Statutes.**      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      ✓      \_\_\_\_\_

**B. Administer the depository for all corporate contracts, agreements, ordinances, resolutions, and proclamations.**      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      ✓      \_\_\_\_\_

**C. Qualify Candidates for Office.**      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      ✓      \_\_\_\_\_      \_\_\_\_\_

**D. Provide Information and Statistics on Voter Registration, Voting, and Elections results.**      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      ✓      \_\_\_\_\_

**Comments:**

*NEEDS TO BE CAREFUL WHEN REVIEWING QUALIFICATION DOCUMENTS THAT DOCUMENTS ARE COMPLETED IN ITS ENTIRETY AND CORRECTLY*

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

**A. Initiative.**      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      ✓      \_\_\_\_\_

**B. Judgement.**      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      ✓      \_\_\_\_\_

**C. Fairness and Impartiality.**      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      ✓      \_\_\_\_\_

**D. Creativity and Innovation**      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      ✓      \_\_\_\_\_

**Comments:**

*ALWAYS THINKING AND SUGGESTING WAYS TO IMPROVE CITY ADMINISTRATION FOR THE DE-HOR*

**II. Achievements Relative To Objectives For This Evaluation Period:**

*HAS CONTINUED WITH SEVERAL CERTIFICATIONS AND EDUCATION*

**III. Summary Rating**

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

Unsatisfactory \_\_\_\_\_ Improvement \_\_\_\_\_ Meets Job \_\_\_\_\_ Exceeds Job ☒ Outstanding \_\_\_\_\_  
Needed Standards Standards

**Comments:**

4.87

**IV. Future Goals And Objectives:**

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

**V. Performance Improvement Plan \*If recommended:**

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

Learn to say NO when items are late for AGENDA completion  
Proof read AGENDA & ~~document~~ documents for correct dates and numbers

**Signature of Council Member Completing this Form:**

X 

**Date:** 9/15/2023



## **Performance Evaluation City Clerk**

### **PURPOSE**

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

### **PROCESS**

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

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

### **INSTRUCTIONS**

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

**City Clerk Name:** Latricia Wright

**Name of Council Member Completing the Form:** Michael Cox

## Performance Evaluation

09/17/2023

Date: \_\_\_\_\_

### Rating Scale Definitions (1-5)

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

### I. Performance Evaluation And Achievements

#### 1. City Council Relations

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

**Comments:** With everything Latricia does she keeps the council informed in a quick and timely manor.

**2. Communication****1      2      3      4      5      N/O****A.** Oral communication is clear, concise, and effective.

X

**B.** Written communications are clear, concise, and effective.

X

**Comments:****3. Public Relations****1      2      3      4      5      N/O****A.** Projects a positive public image.

X

**B.** Is always courteous to the public.

X

**C.** Demonstrates good working relationships with City officials, City Manager, department leaders, and the public.

X

**Comments:**

Latricia is always building relations with business leaders in Williston.

**4. Intergovernmental/Interdepartmental Relations****1      2      3      4      5      N/O****A.** Aid and support City ordinances, charter, & policies.

X

**B.** Demonstrates a full understanding of applicable policies, procedures, and work methods associated with assigned duties.

X

**C.** As Supervisor of Elections, works well and efficiently with County and State Representatives.

X

**D.** Contributes to good government, and fosters citizenship and accountability through regular participation in local, regional, and state committees and organizations.

X

**E.** Manage budget for City Clerk Administration

X

**Comments:**

**5. Public Records Management**

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

**Comments:**

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**6. Responsibilities to Legislative Support**

	1	2	3	4	5	N/O
A. Prepares advertising for ordinances, public hearings, elections, etc. in accordance with State Statutes, City Code, and City Charter.	___	___	___	___	X	___
B. Administer compliance to the Municipal Code to ensure proper codification and distributes City Code supplements in an efficient manner.	___	___	___	___	X	___
C. Prepares City Council agenda packets timely with complete and appropriate documents.	___	___	___	___	X	___
D. Correspond to Council members requests, concerns, and inquiries promptly. Initiates responses to questions and issues that the Council and/or public poses.	___	___	___	___	X	___

**Comments:**

Everything is done in a quick and timely manner per request.

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<b>7. <u>Constitutional Officer – Supervisor of Elections</u></b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>N/O</b>
---	----------	----------	----------	----------	----------	------------

<b>A. Maintains compliance and administration of Chapters 97 through 106 of the FL. Statutes.</b>	_____	_____	_____	_____	_____X_____	_____
---	-------	-------	-------	-------	-------------	-------

<b>B. Administer the depository for all corporate contracts, agreements, ordinances, resolutions, and proclamations.</b>	_____	_____	_____	_____	_____X_____	_____
--	-------	-------	-------	-------	-------------	-------

<b>C. Qualify Candidates for Office.</b>	_____	_____	_____	_____	_____X_____	_____
--	-------	-------	-------	-------	-------------	-------

<b>D. Provide Information and Statistics on Voter Registration, Voting, and Elections results.</b>	_____	_____	_____	_____	_____X_____	_____
--	-------	-------	-------	-------	-------------	-------

**Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>8. <u>Professional Traits</u></b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>N/O</b>
--------------------------------------	----------	----------	----------	----------	----------	------------

<b>A. Initiative.</b>	_____	_____	_____	_____	_____X_____	_____
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<b>B. Judgement.</b>	_____	_____	_____	_____	_____X_____	_____
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<b>C. Fairness and Impartiality.</b>	_____	_____	_____	_____	_____X_____	_____
--------------------------------------	-------	-------	-------	-------	-------------	-------

<b>D. Creativity and Innovation</b>	_____	_____	_____	_____	_____X_____	_____
-------------------------------------	-------	-------	-------	-------	-------------	-------

**Comments:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**II. Achievements Relative To Objectives For This Evaluation Period:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



### III. Summary Rating

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

Unsatisfactory \_\_\_\_\_ Improvement \_\_\_\_\_ Meets Job \_\_\_\_\_ Exceeds Job X Outstanding \_\_\_\_\_  
Needed Standards Standards

**Comments:**

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### IV. Future Goals And Objectives:

**Specific goals and objectives to be achieved in the next evaluation period:** \_\_\_\_\_

Continue to take the required courses offered by the state. Continue to build relationships locally and state wide.

### V. Performance Improvement Plan \*If recommended:

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

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**Signature of Council Member Completing this Form:**

X \_\_\_\_\_

**Date:** \_\_\_\_\_



## **Performance Evaluation City Clerk**

### **PURPOSE**

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

### **PROCESS**

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

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

### **INSTRUCTIONS**

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

**City Clerk Name:** Latricia Wright

**Name of Council Member Completing the Form:**

Zach Bullock

## Performance Evaluation

Date: 9-26-23

### Rating Scale Definitions (1-5)

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

### I. Performance Evaluation And Achievements

#### 1. City Council Relations

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

#### Comments:

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

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

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

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**5. Public Records Management**

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

**Comments:**

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**6. Responsibilities to Legislative Support**

	1	2	3	4	5	N/O
A. Prepares advertising for ordinances, public hearings, elections, etc. in accordance with State Statutes, City Code, and City Charter.	—	—	—	—	✓	—
B. Administer compliance to the Municipal Code to ensure proper codification and distributes City Code supplements in an efficient manner.	—	—	—	—	✓	—
C. Prepares City Council agenda packets timely with complete and appropriate documents.	—	—	—	—	✓	—
D. Correspond to Council members requests, concerns, and inquiries promptly. Initiates responses to questions and issues that the Council and/or public poses.	—	—	—	—	✓	—

**Comments:**

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**7. Constitutional Officer – Supervisor of Elections**

	1	2	3	4	5	N/O
A. Maintains compliance and administration of Chapters 97 through 106 of the FL. Statutes.	_____	_____	_____	_____	✓	_____
B. Administer the depository for all corporate contracts, agreements, ordinances, resolutions, and proclamations.	_____	_____	_____	_____	✓	_____
C. Qualify Candidates for Office.	_____	_____	_____	_____	✓	_____
D. Provide Information and Statistics on Voter Registration, Voting, and Elections results.	_____	_____	_____	_____	✓	_____

**Comments:**

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**8. Professional Traits**

	1	2	3	4	5	N/O
A. Initiative.	_____	_____	_____	_____	✓	_____
B. Judgement.	_____	_____	_____	_____	✓	_____
C. Fairness and Impartiality.	_____	_____	_____	_____	✓	_____
D. Creativity and Innovation	_____	_____	_____	_____	✓	_____

**Comments:**

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**II. Achievements Relative To Objectives For This Evaluation Period:**

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### III. Summary Rating

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

Unsatisfactory \_\_\_\_\_ Improvement \_\_\_\_\_ Meets Job \_\_\_\_\_ Exceeds Job \_\_\_\_\_ Outstanding \_\_\_\_\_  
Needed Standards Standards

#### Comments:

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#### IV. Future Goals And Objectives:

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

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#### V. Performance Improvement Plan \*If recommended:

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

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Signature of Council Member Completing this Form:

X



Date:

9-26-23



## **Performance Evaluation City Clerk**

### **PURPOSE**

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

### **PROCESS**

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

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

### **INSTRUCTIONS**

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

**City Clerk Name:** Latricia Wright

**Name of Council Member Completing the Form:** Darfeness Hinds



## Performance Evaluation

Date: 10/12/2023

### Rating Scale Definitions (1-5)

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

### I. Performance Evaluation And Achievements

#### 1. City Council Relations

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

#### Comments:

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

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**3. Public Relations****1      2      3      4      5      N/O**A. Projects a positive public image.                                              X            B. Is always courteous to the public.                                              X            C. Demonstrates good working relationships with City officials, City Manager, department leaders, and the public.                                              X            **Comments:**Consistently engage in community activities, planning, implementing and/or participating. Consistently encourages engagement within the community through participation and invitation to others within the city.

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**4. Intergovernmental/Interdepartmental Relations****1      2      3      4      5      N/O**A. Aid and support City ordinances, charter, & policies.                                 X                      B. Demonstrates a full understanding of applicable policies, procedures, and work methods associated with assigned duties.                                    X                      C. As Supervisor of Elections, works well and efficiently with County and State Representatives.                                    X                      D. Contributes to good government, and fosters citizenship and accountability through regular participation in local, regional, and state committees and organizations.                                              X            E. Manage budget for City Clerk Administration                                    X                      **Comments:**Active participant in governmental committees and organizations. Supports and encourages council to become more active and engaged in committees and organizations ranging from local to state. Believes a better

understand, provides for proper execution and a better outcome for our city and citizens.

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**5. Public Records Management**

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

**Comments:**

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**6. Responsibilities to Legislative Support**

	1	2	3	4	5	N/O
A. Prepares advertising for ordinances, public hearings, elections, etc. in accordance with State Statutes, City Code, and City Charter.	___	___	___	<u>X</u>	___	___
B. Administer compliance to the Municipal Code to ensure proper codification and distributes City Code supplements in an efficient manner.	___	___	___	<u>X</u>	___	___
C. Prepares City Council agenda packets timely with complete and appropriate documents.	___	___	___	<u>X</u>	___	___
D. Correspond to Council members requests, concerns, and inquiries promptly. Initiates responses to questions and issues that the Council and/or public poses.	___	___	___	<u>X</u>	___	___

**Comments:**

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**7. Constitutional Officer – Supervisor of Elections**

	1	2	3	4	5	N/O
A. Maintains compliance and administration of Chapters 97 through 106 of the FL. Statutes.	___	___	___	___	<u>X</u>	___
B. Administer the depository for all corporate contracts, agreements, ordinances, resolutions, and proclamations.	___	___	___	___	<u>X</u>	___
C. Qualify Candidates for Office.	___	___	___	___	<u>X</u>	___
D. Provide Information and Statistics on Voter Registration, Voting, and Elections results.	___	___	___	___	<u>X</u>	___

**Comments:**

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**8. Professional Traits**

	1	2	3	4	5	N/O
A. Initiative.	___	___	___	<u>X</u>	___	___
B. Judgement.	___	___	___	<u>X</u>	___	___
C. Fairness and Impartiality.	___	___	___	<u>X</u>	___	___
D. Creativity and Innovation	___	___	___	<u>X</u>	___	___

**Comments:**

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**II. Achievements Relative To Objectives For This Evaluation Period:**

Mrs. Wright has taken the initiative to courses that increases her knowledge of the job she performs and as an expert in her field will allow enhancement of her job performance and proficiency. Joined board and/or committees that will keep her informed and engaged in governmental activities that can affect our government.

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### III. Summary Rating

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

Unsatisfactory \_\_\_\_\_ Improvement \_\_\_\_\_ Meets Job \_\_\_\_\_ Exceeds Job \_\_\_\_\_ Outstanding \_\_\_\_\_  
Needed Standards Standards

**Comments:**

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### IV. Future Goals And Objectives:

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

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### V. Performance Improvement Plan \*If recommended:

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

None \_\_\_\_\_

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**Signature of Council Member Completing this Form:**

X Darfeness Hinds

**Date:** 10/12/2023



CITY OF  
**WILLISTON**  
FLORIDA

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

## MEMORANDUM

TO: Krystal Patterson, HR Director

FROM: Latricia Wright, City Clerk

DATE: November 1, 2023

SUBJECT: 2023-24 Self Evaluation Summary

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**Achievements relative to this evaluation period.**

- Received my CMC (Certified Municipal Clerk) Certification. March 11, 2023
- Was able to help get 2 of our Councilors and City Manager on a Florida League of Cities Committee.
- Received my Florida Certified Records Manager Certification on June 15, 2023.
- Codification: All the City's current Ordinances have been codified with the state. Prior codifications were behind several years.
- Made an improvement on keeping Councilors abreast to the different courses offered to them to help them understand their duties.

**Pending Projects:**

- Record Keeping: Still working on securing a records program that will allow scanning of all records into a system where documents will be easier to store and retrieve.

- **Special Events:** I am currently working on Veterans Days Celebration, Light of Williston and Christmas party. Have recruited some volunteers to assist with setting up and breaking down equipment.
- **Website and Social Media:** Ongoing project to keep Facebook and Website up-to-date with IT Manager Aaron Mills.
- **Challenges:** Since the retirement of Ms. Nipper, we have faced the challenge of finding the right person to fit the position of Administrative Assistant. My co-workers have stepped up to the plate to assist me in the various duties that normally the Administrative Assistant would take on. This in turn has contributed to my successful completion of projects and special events.

Goals:

- **Continuing Education:** I am continuing to take courses to earn points to receive my MMC (Master Municipal Certificate). I am required to have a total of 100 points, which consists of 60 required points for Advanced Education and 40 points for Professional points. As of November 1, 2023, I have earned a total of 45 points towards my MMC certification.
- I am still working on developing a successful “Records Management Program”, which includes having a storage system for scanned documents.
- My goal is to improve the following:
  - a. Workplace efficiency – increase productivity.
  - b. Ongoing: Improve Communication to City Council.
  - c. Communicate current projects, duties/assignments.
  - d. Communicate completed tasks as required.
  - e. Calendar Deadlines and Priorities
  - f. As Constitutional Officer- Supervisor of Elections- Improve processes and operations.
  - g. Improve management of Council Agendas, focusing on attention to details and having a deadline of when agenda items are to be turned in.
  - h. Having an assistant that will be able to help when I’m out of the office.

**SUMMARY:** For me being a part of the FACC (Florida Association of City Clerks) means having the opportunity to gain new knowledge, experiences, and network with colleagues in the profession. What I like best about my job is the constant learning and ability to help others. I enjoy being a part of the City of Williston Family. I’m always taking different courses to help equip our Councilors with the tools they need to be successful. I will continue to build relationships and networks to build resources that I can use to help make the City of Williston a known small town where everyone wants to be like us.