

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

DATE: TUESDAY, JANUARY 2, 2024
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Charles Goodman
Council President Debra Jones
VACANT
Councilmember Michael Cox
Councilmember Zach Bullock
Councilmember Darfeness Hinds

OTHERS:

City Manager Terry Bovaird
City Attorney Kiersten Ballou
City Clerk Latricia Wright

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ITEM – 2 – PUBLIC PARTICIPATION

ITEM – 3 – CONSENT AGENDA – (pp 5-9)

- Council minutes from December 5, 2023

ITEM – 4 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL
- MAYOR

ITEM – 5 – NEW BUSINESS –

- A. PRESENTATION AND DISCUSSION WITH POSSIBLE ACTION: WILLISTON ANIMAL GROUP (WAG) CAROL TCHEBANOFF. (pp 10-17)
- B. PRESENTATION AND DISCUSSION WITH POSSIBLE ACTION: HECTOR SAMARIO WITH PERFORMANCE SERVICES. (pp 18-69)
- C. RESOLUTION 2024-01: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON TO PURCHASE ONE WHISPERWATT DIESEL POWERED AC GENERATOR MODEL #DF-2400K 3 PHASE FOR EMERGENCY SERVICE AND STORM HAZARD MITIGATION FOR THE CITY

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

OF WILLISTON SEWER LIFT STATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER, PUBLIC WORKS SUPERVISOR. (pp 70-82)

- D. RESOLUTION 2024-02: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR THE PUBLIC WORKS DEPARTMENT WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER, PUBLIC WORKS SUPERVISOR. (pp 83-87)
- E. RESOLUTION 2023-03: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR DEVELOPMENT OF IMPACT FEES WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER PUBLIC WORKS SUPERVISOR. (pp 88-95)
- F. RESOLUTION 2024-04: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON TO APPROVE CONTRACT IN ORDER TO INSTALL MAIN SERVICE FOR NATURAL GAS CONNECTION TO SPARR BUILDING SUPPLY. DONALD BARBER, PUBLIC WORKS SUPERVISOR. (pp 96-99)
- G. RESOLUTION 2024-05: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON TO APPROVE OUTSIDE CONTRACT WORK IN ORDER TO INSTALL GAS SERVICE FOR NEW COMMERCIAL CONNECTION OF SERVICES FOR LEVY COUNTY ANIMAL CLINIC. DONALD BARBER, PUBLIC WORKS SUPERVISOR. (pp 100-103)
- H. RESOLUTION 2024-06: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON TO APPROVE CONTRACT WORK IN ORDER TO ACHIEVE COMPLIANCE TO OUR NORTHWEST NATURAL GAS GATE STATION NUMBER THREE. DONALD BARBER, PUBLIC WORKS SUPERVISOR. (pp 104-108)
- I. RESOLUTION 2024-07: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON TO APPROVE CONTRACT WORK IN ORDER TO MAKE THE NECESSARY REPAIRS TO OUR GAS MAIN INFRASTRUCTURE. DONALD BARBER, PUBLIC WORKS SUPERVISOR. (pp 109-113)
- J. RESOLUTION 2024-08: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR CITY ENGINEERING SERVICES WITH WRIGHT-PIERCE.; AND PROVIDNG AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 114-123)

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- K. RESOLUTION 2024-09: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, RE-APPOINTING SHARON BRANNAN TO THE WILLISTON POLICE OFFICER PENSION PLAN AND TRUST BOARD FOR A PERION OF TWO (2) YEARS; AND PROVIDING AN EFFECTIVE DATE. CAPTAIN MATT FORTNEY/CITY CLERK LATRICIA WRIGHT. (pp 124-126)
- L. DISUCSSION WITH POSSIBLE ACTION: WORKSHOP FOR FIBER NETWORK SOLUTIONS IN THE CITY OF WILLISTON. CITY MANAGER TERRY BOVAIRD. (pp 127-145)
- M. DISCUSSION WITH POSSIBLE ACTION: ESTABLISHING AMI PROGRAM. CITY MANAGER TERRY BOVAIRD. (pp 146-169)
- N. DISCUSSION WITH POSSIBLE ACTION: SW 1ST AVENUE STREET REPAIR. CITY MANAGER TERRY BOVAIRD. (pp 170-171)
- O. DISCUSSION WITH POSSIBLE ACTION: CITY OWNED PROPERTY SURPLUS PARCEL #0577700000. CITY PLANNER LAURA JONES. (pp 172-175)

ITEM – 6 – PUBLIC PARTICIPATION

ITEM - 7 - ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING JANUARY 16, 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

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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.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

Council Meeting Procedures for members of the Public

1. All cell phones to be turned off when entering the Council Chambers.
2. Once the audience has taken their seat and the meeting begins, there will be no talking between audience members during the course of the Council meeting. If anyone continues to talk within the audience and is called down 3 times during the course of the meeting, on the third time that person will be escorted out of the Council meeting;
3. The audience must be recognized by the President before being allowed to address the Council;
4. The member of the audience that is recognized will proceed to the podium, state their name for the benefit of the City Clerk, prior to offering comments on a given matter.
5. The audience member will be limited to not more than 5 minutes to speak based on Resolution 2020-28;
6. There will be no personal attacks made by any member in the audience toward a sitting Council member and no personal attacks made by any Council member toward a member of the audience;
7. There will be no conversation between a member of the audience that has been recognized and any other member of the audience when speaking while at the podium;
8. If an audience member wants to speak more than the allotted 5 minutes allowed then that person should make a request to City Hall so that the item may be placed on the agenda.

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

In accordance with Section 286.0105, Florida Statutes, notice is given that if a person wishes to appeal a decision made by the City Council with respect to any matter considered at this meeting they will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based.

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

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

DATE: TUESDAY, DECEMBER 5, 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

Opening prayer and pledge led by Mayor Goodman.

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

City Clerk asked to add Mayor Goodman to Item #3. Motion to approve agenda with changes by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.

ITEM – 2 – MAYORS STUDENT OF THE MONTH. Mayor Goodman presented Zaria Rayne Taylor, Kindergarten, Joyce Bullock Elementary School with a certificate for Outstanding Student along with a certificate for a pizza from Domino's. Vice-President Robinson presented lil Ms. Taylor with two pens one of the City of Williston Seal and one with the United State, and State of Florida flag.

ITEM – 3 – PRESENTATION BY CITY PLANNER LAURA JONES TO SARAH ISAACS, FAMILY DOLLAR STORE MANAGER. – No show.

ITEM – 4 – PUBLIC PARTICIPATION – Williston resident Joab Penney spoke about his solar issue at his residence. Williston resident Jackie Appling invited everyone to the Movie in the Park Saturday December 16th.

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

- Council minutes from November 21, 2023

ITEM – 6 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- CITY MANAGER TERRY BOVAIRD – Update on Joab Penney’s solar panels. Golf cart signs will be delivered in January. Line of credit for water issues at John Henry Park.
- STAFF – Chief Rolls announced on December 19th Santa will be coming to town. Routes will be posted on Facebook.
- COUNCIL - None
- MAYOR – Thanked the Utility department for the great job they did with hanging the Christmas lights throughout the city.

ITEM – 7 – NEW BUSINESS –

- A. DISCUSSION REQUESTING DIRECTION FROM THE CITY COUNCIL: GRANTING OF EASEMENT LOT 24 OAK HAMMOCK SUBDIVISION. CITY MANAGER TERRY BOVAIRD AND ATTORNEY NORM FUGATE.
Consensus from Council for City Manager Bovaird to bring back documents giving Easement to the North section of Oak Hammock.
- B. RESOLUTION 2023-104: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING A PROPOSED RE-PLAT FOR MAP OF WILLISTON, REPLAT OF PART OF BLOCK 16, PARCEL #560800000, ADDRESS 108 NW 2ND STREET, WILLISTON, FLORIDA. CITY PLANNER LAURA JONES. Motion to approve Resolution 2023-104 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.
- C. RESOLUTION 2023-105: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE 2024 GENERAL MUNICIPAL ELECTION DATES AND PROCESS AND ESTABLISHING AN EFFECTIVE DATE. CITY CLERK LATRICIA WRIGHT. – Motion to approve Resolution 2023-105 by Councilmember Bullock. Seconded by Councilmember Cox. Motion carried 5-0.
- D. A RESOLUTION 2023-106: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPOINTING DALLAS LESTER, AND BETTY JO BISHOP TO THE CITY OF WILLISTON GENERAL EMPLOYEE’S PENSION PLAN AND TRUST FOR A PERIOD OF TWO (2) YEARS; AND RE-APPOINTING LATRICIA WRIGHT TO THE GENERAL EMPLOYEE’S PENSION PLAN AND TRUST FOR A PERIOD OF TWO (2) YEARS; AND PROVIDING AN EFFECTIVE DATE. COUNCIL PRESIDENT DEBRA JONES. – Motion to approve Resolution 2023-106 by Councilmember Bullock. Seconded by Councilmember Cox. Motion carried 5-0.

ITEM – 8 – PUBLIC PARTICIPATION - None

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

ITEM - 9 – ANNOUNCEMENTS – HR Director Krystal Patterson asked Council to turn in their evaluations for the City Manager’s review. Vice-President Robinson read into record his resignation (attached).

ITEM – 10 – ADJOURNMENT – Motion to adjourn at 7:35 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 5-0.

"ATTACHMENT"

Resignation:

For the past 12 plus years I have served on a city committee, the council, and four years as Mayor. While serving I did my best to do what I thought best for the City and the residents, none for my own personal gain.

My four years as Mayor were the best part of my tenure with the City. I tried to carry on the legacy of former Mayor Gerald Hethcoat. During that time, I tried to not only dress professionally but act and conduct myself professionally while and when representing the residents of the City.

It saddens my heart that I do what I feel I must do. So, as of December 29, 2023, I will be resigning from the City Council.

Before any innuendos and rumors are spread, I will explain the reason I am doing this. The state has passed that all elected officials prepare a Form 6. In my opinion this form is a form of invasion of personal privacy, not to be confused with transparency. All elective officials will complete this form and provide the state with all aspects of their financial condition of any assets and liabilities over \$1,000. They will have to list their liabilities and assets inclusive of naming their banks, all outstanding loans, mortgages, stocks, bonds, customers (by name) of their business, if any, and other financial information. Already there have been numerous elected officials that have already resigned because of this. In fact, a Mayor and council member of a city near us has already resigned. Not only this but it will also deter many individuals who might want to run for an

ected office, especially in small municipalities such as ours. It
projected that 40% of elected municipal officials will resign,
they haven't already, from their elected positions because of
this form.

Oh, I might add that anyone, yes anyone can look up this form
of any elected official that completes it and see their financial
information along with their net worth. Lastly and again, I feel
that this Form is an invasion of a person's privacy and should be
none of the business of the state and the state should not be
privy to this information for elected officials.

A handwritten signature in black ink, appearing to be "Jerry M.", followed by a long horizontal line extending to the right.

Date: January 2nd, 2023

COUNCIL AGENDA ITEM

TOPIC: PROPOSED PARTNERSHIP CITY OF WILLISTON AND WILLSTON ANIMAL GROUP

PREPARED BY: WILLISTON ANIMAL GROUP

BACKGROUND / DESCRIPTION: A request has been made to partnership with the Williston Animal Group and Williston Community Animal Rescue.

LEGAL REVIEW: This proposal needs to be reviewed by staff and the city attorney before a decision is made by the council. The proposal was received by the City Clerk on 12/27/2023. Due to that there has been no opportunity for the city attorney to provide input on this proposal.

FISCAL IMPACTS: The fiscal impact has not been determined. The fiscal impact will depend on the final decision of the council after legal review and recommendation.

RECOMMENDED ACTION: There needs to be discussion on what this partnership would look like and legal documentation of it before a final vote is made by the council. The city manager recommends moving forward with the proposed partnership with potential changes. Staff and Legal will develop the legal document for the partnership. That document should be reviewed and approved by the Willison Animal Group Board of Directors. If there are no changes the legal document in the form of a resolution should then be brought back before the council for final approval.

ATTACHMENTS: Two documents prepared and submitted by Williston Animal Group. One a fact sheet of the proposed partnership and a PowerPoint Presentation titled Proposed Partnership of City of Williston and Williston Animal Group.

THIS DOCUMENT PRPARED BY: City Manager Terry Bovaird

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

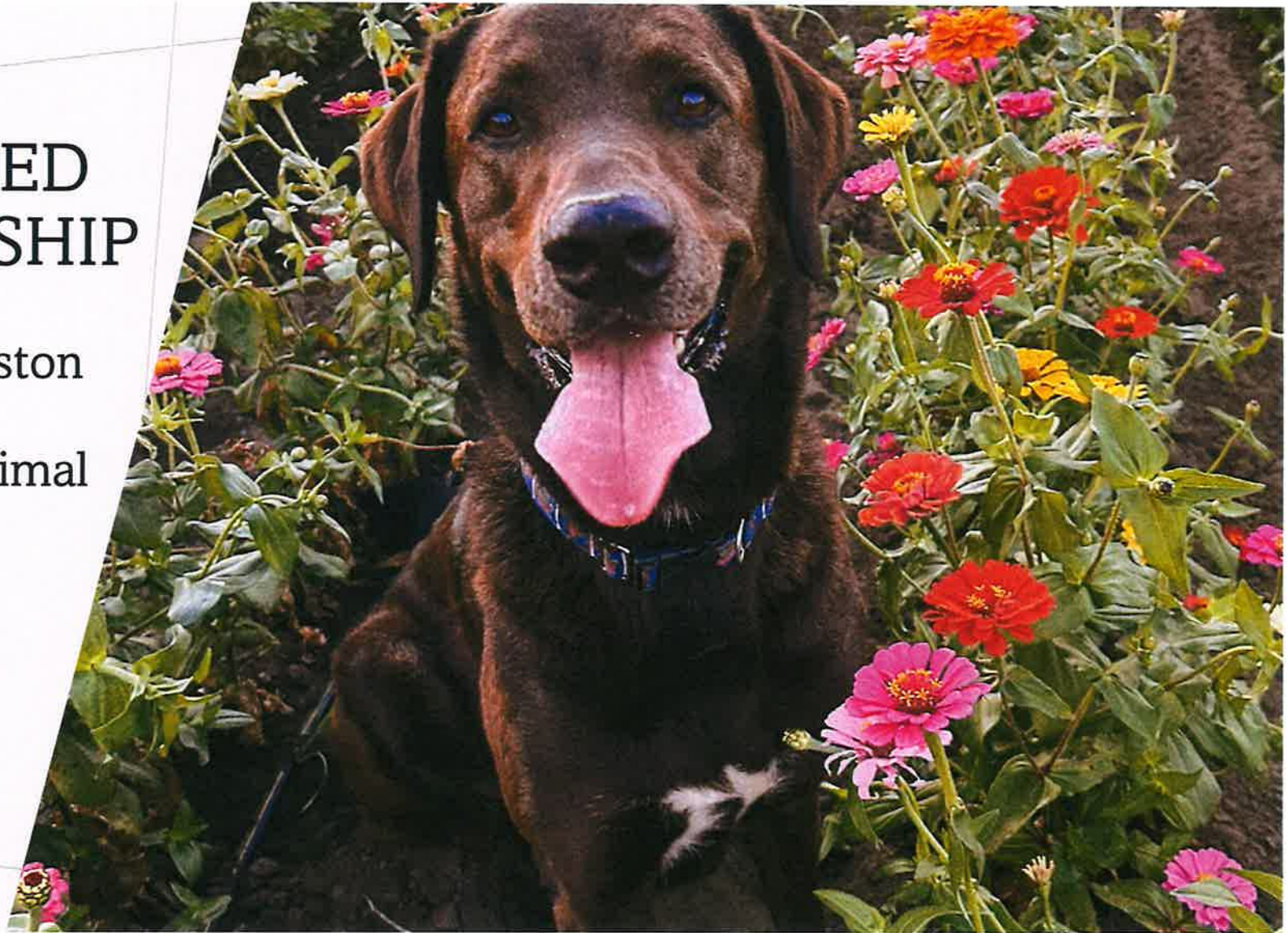
Williston Animal Group (WAG) - Proposed Partnership with the City of Williston (COW)
Re: Williston City Animal Rescue (WCAR) property

1. Join Forces
 - a. Renew the partnership between WAG and COW to improve the care of pets in our community
 - b. Combine the operations at WAG & WCAR properties
 - c. Continue many aspects of the existing agreement and extend them to the WCAR property
2. Benefits to the City of Williston
 - a. WAG will assume the responsibility for operating both WAG and WCAR
 - b. WAG will take dogs from the Williston community as needed
 - i. 2 spaces will be kept available for Code Enforcement Officer use
 - ii. All adoptable dogs will be transferred to WAG ownership after the required hold period and will become the sole responsibility of WAG
 - iii. Any dangerous dogs can be held at one of the facilities, but will be under the care of the Code Enforcement Officer(s) or a WAG Board Member
 - c. WAG assumes all liability for the operations at these two facilities
 - i. Decrease the liability of COW in relation to the care, handling and adoption of dogs
 - d. WAG will provide the volunteers to care for the dogs at these facilities, so there will be no employment costs for the COW
 - e. Within one year of the agreement, WAG will create a Trap-Neuter-Release (TNR) program to target decreasing the stray cat population in the city
 - i. WAG will partner with area cat rescues for assistance in rehoming cats as needed
3. Benefits to WAG
 - a. COW to continue current contractor agreement to waive lease payments and extend to both properties
 - b. Start a new 20 year lease term on both properties that will allow us to make capital improvements to both property with confidence that they will be beneficial to our cause
 - c. COW to convert the WAG facility to the city power grid
 - d. WAG will take over the operation of WCAR which will allow us to rescue more dogs than we can utilizing our current facility
 - e. WAG will remain an independent contractor for COW to allow for the autonomous operation of the organization under the leadership of a Board of Directors
4. Benefits to the Community
 - a. WAG will continue efforts to decrease pet over-population in our area
 - b. WAG will address the stray cat population in the city via a TNR program
 - c. WAG will work to bring low or no cost spay and neuter programs to Williston
 - d. WAG will work to bring low or no cost vaccination programs to Williston
5. Proposed agreements
 - a. WAG to take possession of equipment currently in the WCAR building to be used for the care of the animals
 - b. COW to provide maintenance for building repairs for the WCAR location
 - c. COW to continue lawn maintenance at both locations
 - d. COW to insure both properties for replacement of structures
 - e. WAG will insure all contents and liability



PROPOSED PARTNERSHIP

City of Williston
&
Williston Animal
Group



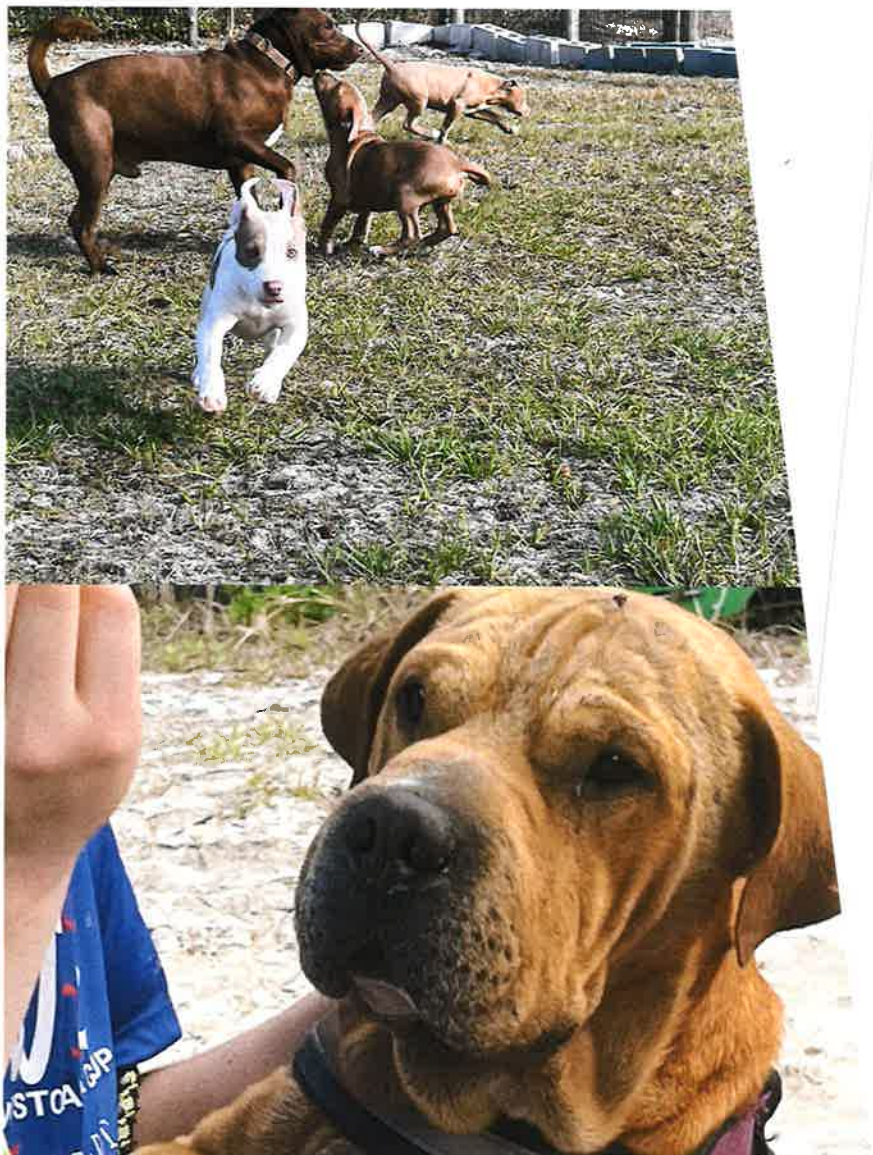
Join Forces

Combine the operations of WAG
and the Williston City Animal
Rescue (WCAR)

Renew the partnership between
City of Williston and WAG for
the improved health & care of
pets in our community

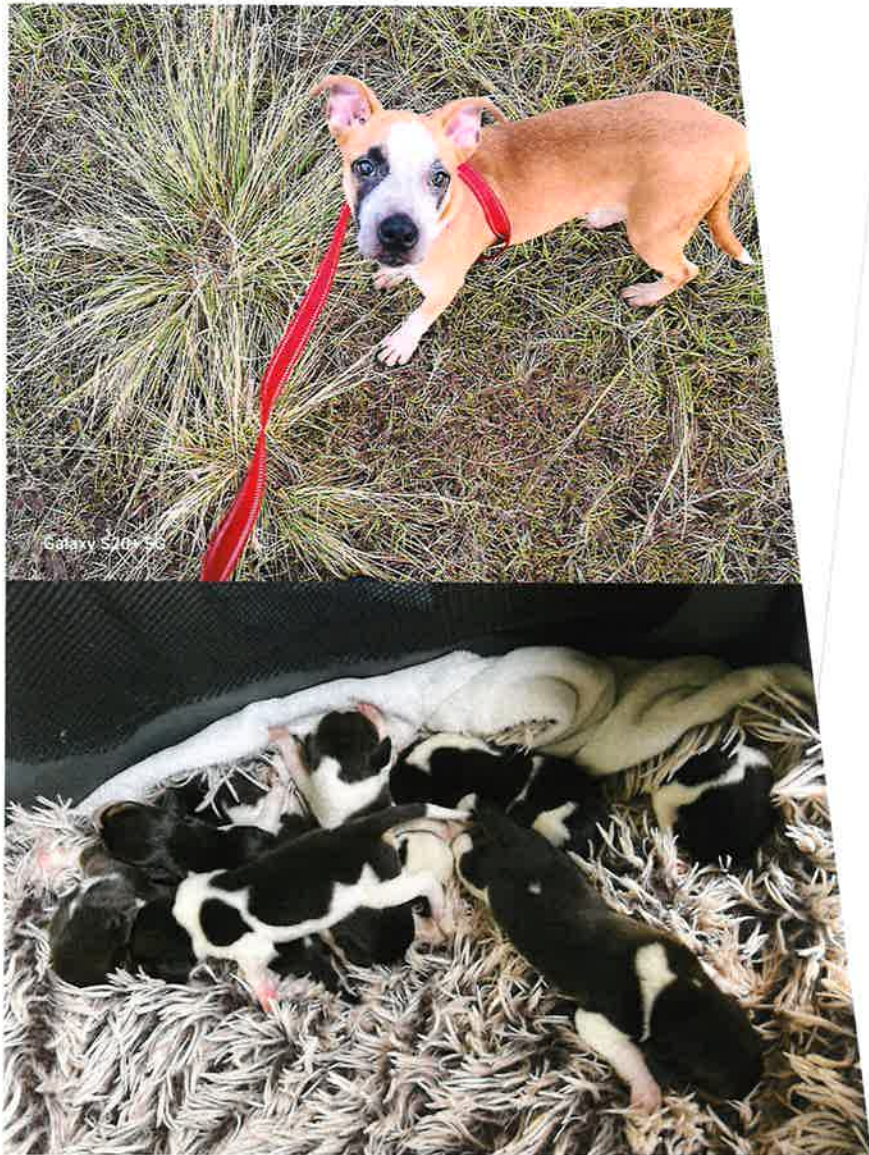
Continue many aspects of the
existing agreement to extend
to the WCAR property





Benefits to City of Williston

1. WAG will assume operations for both facilities
2. WAG will take dogs from the Williston Community as needed
3. WAG assumes all liability for operations
4. The City will save on staffing expenses
5. TNR program to target stray cat population



Benefits to WAG

1. City of Williston to continue to waive lease payments and extend to the WCAR property
2. 20 Year Lease to allow for capital improvements
3. City of Williston to convert WAG power to city power grid and continue to waive power, sewer and water utilities at both facilities
4. WCAR property will allow for the rescue of more dogs
5. WAG will remain an independent 501(c)(3) group

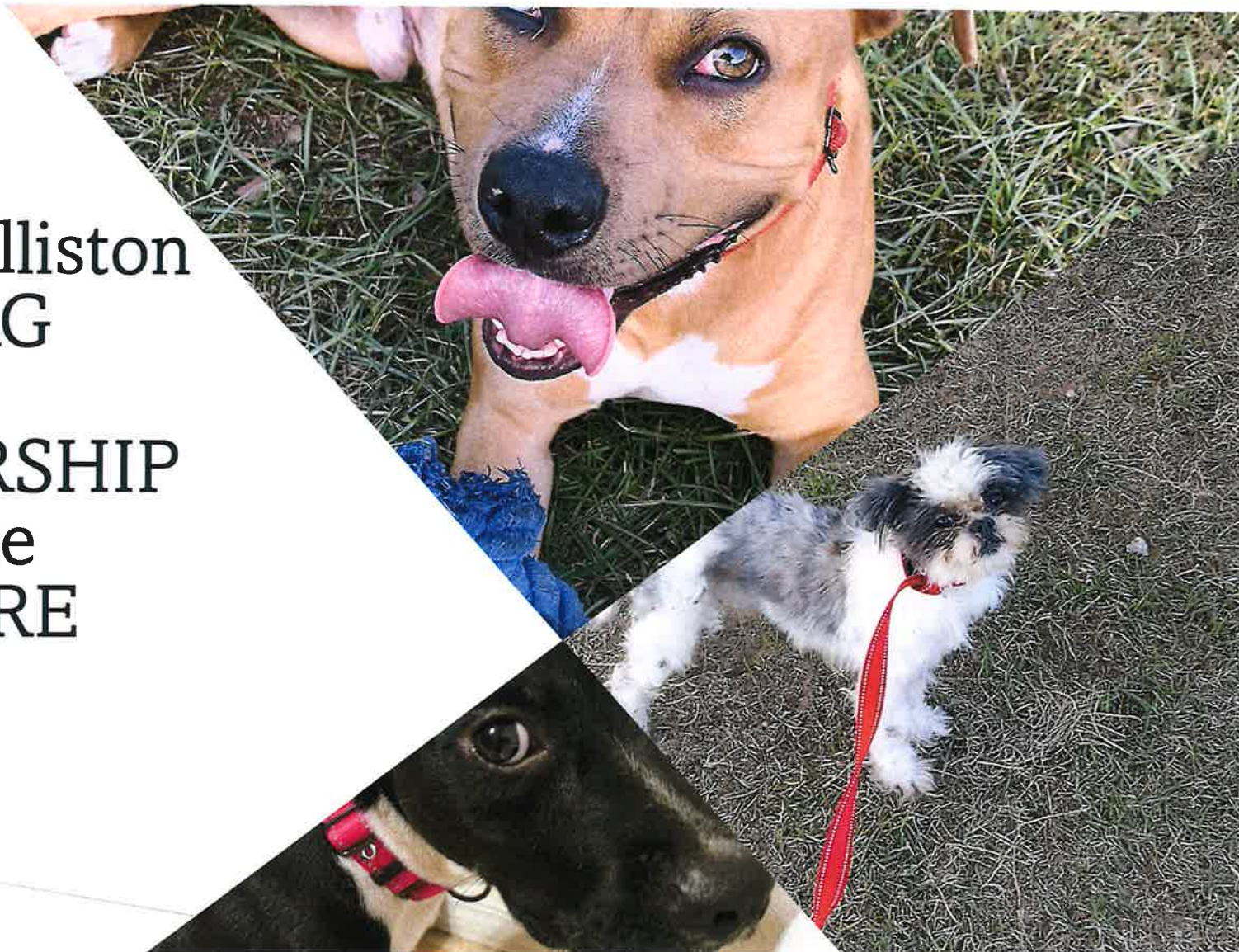


Benefits to the Community

1. WAG will continue efforts to decrease pet over-population in our area
2. WAG will work to establish TNR program for cat populations in the city that pose threats to health and safety
3. Bring low cost or no cost spay and neuter programs to Williston
4. Bring low cost or no cost vaccinations programs to Williston

City of Williston
& WAG

PARTNERSHIP
for the
FUTURE



Date: January 2nd, 2023

COUNCIL AGENDA ITEM

TOPIC: PERFORMANCE SERVICES CITY OF WILLISTON FUNDING PERFORMANCE-BASED PROJECTS

PREPARED BY: MR. HECTOR SAMARIO, BUSINESS DEVELOPMENT MANAGER, PERFORMANCE SERVICES.

BACKGROUND / DESCRIPTION: Please see PowerPoint Presentation.

LEGAL REVIEW: Legal has reviewed the proposal focused only on determining if the proposed project and request meets the procurement requirements of Florida State Statutes. City Attorney Kiersten Ballou has indicated that it must go through the competitive solicitation process as outlined in Florida State Statute and the City of Williston Procurement Process.

FISCAL IMPACTS: The Investment Grade Audit costs \$122,906 only if the audit is completed, presented to the city council and a contract is not implemented. The total AMI System and to upgrade, add or replace water mains is approximately six million dollars total.

RECOMMENDED ACTION: The city attorney and city manager recommends the process follow Florida State Statute (FSS) for implementation. Reading FSS 498.145 (4)(d) PROCEDURES and 489.145 (3)(d) DEFINITIONS (see attachments and highlights) directs the requirements of the competitive bid in FSS 287.057 and FSS 287.055 PROCUREMENT OF PERSONAL PROPERTY AND SERVICES. We know of one other company that provides this same or similar service and it is not an emergency procurement. The exception to FSS 287.055 outlined in FSS 489.145 (4)(d) does not apply.

ATTACHMENTS: PowerPoint presentation by Performance Services, copies of FSS 489.145, FSS 287.057, FSS 287.055 and FSS 287.017 with yellow highlights for review.

THIS DOCUMENT PREPARED BY: CITY MANAGER TERRY BOVAIRD

COMMISSION ACTION:

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



Performance
Services

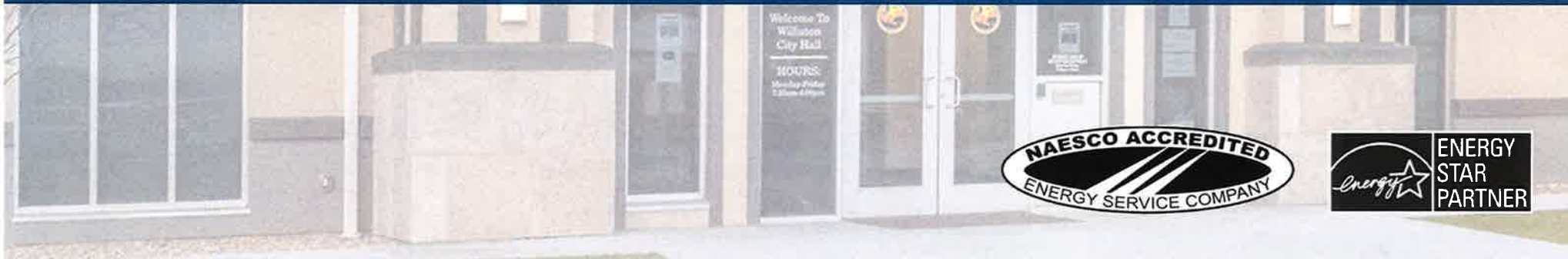


CITY HALL

City of Williston

Funding & Implementing Performance-based Projects

January 02, 2024



1. Purpose: Approval of a Memorandum of Understanding (MOU)

- **Design Phase** (Investment Grade Audit) of Specific Capital Projects
- **Construction Phase** (Build) will come back to Council for approval

2. Florida's Guaranteed Performance-based Contracting Legislation

- Statute 489.145 *Guaranteed energy, water, and wastewater performance savings contracting*
- Design-Build (D-B) Construction Method (turnkey projects)

3. City Capital Projects with a Return on Investment (ROI)

4. Funding the Upgrades

5. Closing Comments

#2. Florida Statute 489.145



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August 1, 2023

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Interpreter Services for the
Deaf and Hard of Hearing

The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

[Title XXXII](#)

[Chapter 489](#)

[View Entire Chapter](#)

REGULATION OF PROFESSIONS AND OCCUPATIONS CONTRACTING

489.145 Guaranteed energy, water, and wastewater performance savings contracting.—

(1) **SHORT TITLE.**—This section may be cited as the “Guaranteed Energy, Water, and Wastewater Performance Savings Contracting Act.”

(2) **LEGISLATIVE FINDINGS.**—The Legislature finds that investment in energy, water, and wastewater efficiency and conservation measures in agency facilities can reduce the amount of energy and water consumed and wastewater produced and produce immediate and long-term savings. It is the policy of this state to encourage each agency to invest in energy, water, and wastewater efficiency and conservation measures to minimize energy and water consumption and wastewater production and maximize energy, water, and wastewater savings. It is further the policy of this state to encourage agencies to reinvest any savings resulting from energy, water, and wastewater efficiency and conservation measures in additional energy, water, and wastewater efficiency and conservation measures.

#2. Florida Statute 489.145



Paragraph (5) (e):

“...If the reconciliation reveals a shortfall in annual energy or associated cost savings, the guaranteed energy, water, and wastewater performance contractor is liable for such shortfall.” →

(5) CONTRACT PROVISIONS.—

(a) A guaranteed energy, water, and wastewater performance savings contract must include a written guarantee that may include, but is not limited to the form of, a letter of credit, insurance policy, or corporate guarantee by the guaranteed energy, water, and wastewater performance savings contractor that annual cost savings will meet or exceed the amortized cost of energy, water, and wastewater efficiency and conservation measures.

(b) The guaranteed energy, water, and wastewater performance savings contract or the loan agreement related thereto must provide that all repayments to the lender of the installation construction loan, except obligations on

www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0400-0499/0489/Sections/0489.145.html

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Statutes & Constitution : View Statutes : Online Sunshine

termination of the contract before its expiration, may be made over time, but may not exceed 20 years from the date of complete installation and acceptance by the agency, and that the annual cost savings are guaranteed to the extent necessary to make annual payments to satisfy the guaranteed energy, water, and wastewater performance savings contract.

(c) The guaranteed energy, water, and wastewater performance savings contract must require that the guaranteed energy, water, and wastewater performance savings contractor to whom the contract is awarded provide a 100-percent public construction bond to the agency for its faithful performance, as required by s. 255.05.

(d) The guaranteed energy, water, and wastewater performance savings contract may contain a provision allocating to the parties to the contract annual cost savings that exceed the amount of the cost savings guaranteed in the contract.

(e) The guaranteed energy, water, and wastewater performance savings contract must require the guaranteed energy, water, and wastewater performance savings contractor to provide to the agency an annual reconciliation of the guaranteed energy or associated cost savings. **If the reconciliation reveals a shortfall in annual energy or associated cost savings, the guaranteed energy, water, and wastewater performance savings contractor is liable for such shortfall.** If the reconciliation reveals an excess in annual cost savings, the excess savings may be allocated under paragraph (d) but may not be used to cover potential energy or associated cost savings shortages in subsequent contract years.

#2. Florida Statute 489.145

- “*The guaranteed energy, water, and wastewater performance savings contract must stipulate that it does not constitute a debt, liability, or obligation...*”
- Your savings & revenues fund your improvements over time
- **Annual Measurement & Savings**
- Enhance Savings & Revenue Streams
- **Fixed-firm Price (no change orders or price changes)**
- **Open Book Pricing (transparency)**



*Financial Advisor and/or Bond Council will determine impact to bond/debt capacity



City of Jacksonville

Advanced Metering Infrastructure Project

\$5,611,940
TOTAL CONTRACT

5,452
WATER METERS

\$9,600,000
SAVINGS / 15 YEARS

- Self-funded project with positive cash flow from day 1
- Replacement of 5,452 commercial and residential water meters with new smart meters
- All residential meters included remote disconnect valves
- Pressure monitoring capability throughout the entire City

As a result of this project, the 2021 Smart 50 Awards program recognized the City of Jacksonville project as one of 50 projects globally for its innovation and community impact.



City of Lufkin

Smart Infrastructure Project with AMI

\$18,696,214
TOTAL CONTRACT

15,428
WATER METERS

\$33,303,555
SAVINGS / 20 YEARS

- Expanding AMI system infrastructure to cover entire City
- Replacement of 15,428 meters, nine years or older
- Manufacturer: **Neptune**
- Installed Tridium Niagara framework to provide a central interface for monitoring, control, and alarms
 - Connected 60 systems (water plants, wells, lift stations, towers) and 22 distribution valves
- Replacing and automating 22 system distribution valves
- Upgrading SCADA system for: Water and wastewater plants, Water wells, Ground storage tanks, Elevated storage tanks, Lift stations, New distribution valves



City of Waxahachie

Advanced Metering Infrastructure Project

\$9,478,255
TOTAL CONTRACT

14,413
WATER METERS

\$13,058,025
SAVINGS / 15 YEARS

- Removal and replacement of 14,413 water meters with smart, ultrasonic water meters
- Manufacturer: **Badger**
- Installation of an AMI system for real-time monitoring of water usage
- Customer access to view water consumption data in real-time, via a secure online portal
- Collected water service line material data for Revised Lead and Copper Rule (LCR), per EPA requirements



"The new smart meters will not only provide a more precise reading for our customers, but this system also includes tools for our residents to track usage in real-time, which can measure consumption and even help detect possible issues, including leaks. Implementing this widely used technology is another way the City is looking to automate our historically manual processes to provide outstanding service to our residents."

- Michael Scott, City Manager



City of Henderson

Advanced Metering Infrastructure Project

\$4,395,856
TOTAL CONTRACT

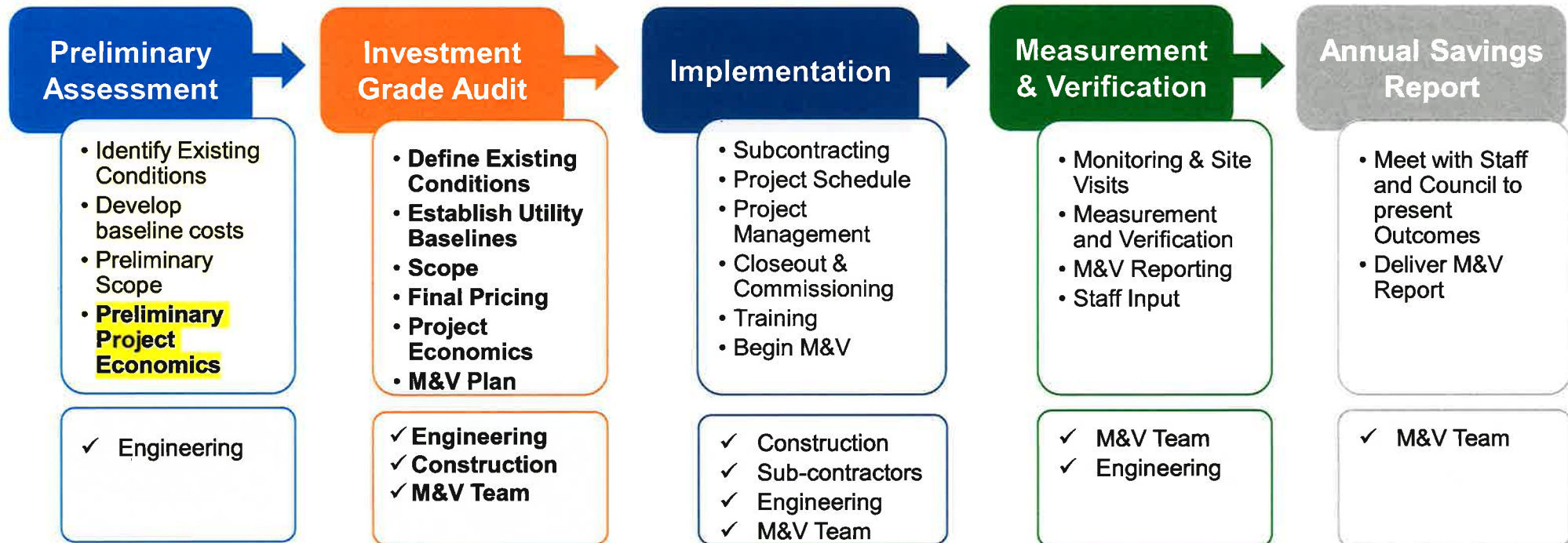
5,350
WATER METERS

\$9,363,760
SAVINGS / 20 YEARS

- Removal and replacement of 5,350 water meters with smart water meters
- Installation of an AMI system for real-time monitoring of water usage
- Online portal for customers to view and track water consumption data
- Distribution side leak detection and pressure monitoring
- Installation of LED lighting at city buildings



Five Stages of Performance-based Contracting



- **Capital Projects with a Return on Investment (ROI)**
 - Utility Upgrades (Water Meters, Lift Stations, SCADA, etc.)
 - Wastewater Treatment Plant Expansion
 - Expanded Internet Services/Coverage
 - Solid Waste Efficiencies
- **Preliminary Assessment Results presented to Admin Nov 1, 2023**
- **Scope narrowed to:**
 - Gas, Electric & Water Meters & Advanced Metering Infrastructure (AMI)
 - Leak Detection & Pressure Monitoring
 - Water Mains

#3. Capital Projects with an ROI

Preliminary Assessment Project Economics

Project Scope	ANNUAL SAVINGS AND INCREASED REVENUE			Project Cost (\$)	Simple Payback (yrs.)	Estimated Project Lifetime (yrs.)
	Revenue Increase (\$/yr)	O&M Savings	Capital Cost Avoidance			
Meter Replacement and Advanced Metering Infrastructure & Pressure/Leak Monitoring	\$584,300	\$65,400	\$362,400	\$4,327,300	4.3	20
Upgrade/Add/Replace Water Mains		\$25,000	\$200,000	\$2,000,000	8.9	20
Totals	\$584,300	\$90,400	\$562,400	\$6,327,300	5.1	

#3. Capital Projects with an ROI

Williston Project										
Total Construction Cost								\$	6,327,300	
Investment Grade Audit								\$	122,906	
Customer Buy Down/Bond Project Savings										
Construction Period (Months)								14.0		
Construction Interest (Capitalized) - Optional										
Total Construction amount including incidental expenses								\$	6,450,206	
Term of Financing (yrs): 10										
TOTAL AMOUNT FINANCED USING INTEREST RATE OF: 5.0%								\$	6,450,206	
Savings					Payments					
Project Year	Energy/Water Cost Savgs & Increased Utility Revenue	O&M Savings	Capital Cost Avoidance	Total	Annual Debt Service	Annual Service Cost	M&V Services	Total Annual Payments	Net Cash Flow \$	Cummulative Cash Flow
1	2	3	4	5	6	7	8	9	10	11
Construction	\$292,150			\$292,150					\$292,150	\$292,150
1	\$584,300	\$90,400	\$562,400	\$1,237,100	\$835,331	\$142,320	\$0	\$977,651	\$259,449	\$551,599
2	\$595,986	\$92,208	\$562,400	\$1,250,594	\$835,331	\$146,590	\$35,000	\$1,016,921	\$233,673	\$785,272
3	\$607,906	\$94,052	\$562,400	\$1,264,358	\$835,331	\$150,987	\$35,600	\$1,021,918	\$242,439	\$1,027,711
4	\$620,064	\$95,933	\$562,400	\$1,278,397	\$835,331	\$155,517	\$36,212	\$1,027,060	\$251,337	\$1,279,048
5	\$632,465	\$97,852	\$562,400	\$1,292,717	\$835,331	\$160,182	\$36,836	\$1,032,350	\$260,367	\$1,539,416
6	\$645,114	\$99,809	\$562,400	\$1,307,323	\$835,331	\$164,988	\$37,473	\$1,037,792	\$269,531	\$1,808,947
7	\$658,017	\$101,805	\$562,400	\$1,322,222	\$835,331	\$169,938	\$38,122	\$1,043,391	\$278,831	\$2,087,777
8	\$671,177	\$103,841	\$562,400	\$1,337,418	\$835,331	\$175,036	\$38,785	\$1,049,152	\$288,267	\$2,376,044
9	\$684,601	\$105,918	\$562,400	\$1,352,919	\$835,331	\$180,287	\$39,461	\$1,055,078	\$297,840	\$2,673,884
10	\$698,293	\$108,036	\$562,400	\$1,368,729	\$835,331	\$185,695	\$40,150	\$1,061,176	\$307,553	\$2,981,437
11	\$712,258	\$110,197		\$822,456		\$191,266		\$191,266	\$631,189	\$3,612,626
12	\$726,504	\$112,401		\$838,905		\$197,004		\$197,004	\$641,900	\$4,254,527
13	\$741,034	\$114,649		\$855,683		\$202,914		\$202,914	\$652,768	\$4,907,295
14	\$755,854	\$116,942		\$872,796		\$209,002		\$209,002	\$663,795	\$5,571,090
15	\$770,971	\$119,281		\$890,252		\$215,272		\$215,272	\$674,981	\$6,246,070
Total	\$10,396,694	\$1,563,325	\$5,624,000	\$17,584,018	\$8,353,312	\$2,646,997	\$337,639	\$11,337,948		\$6,246,070

10-year Net Revenues

15-year Net Revenues

*If requested, we can work for a 1- or 2-year payment deferment to allow Savings & Revenues to support Reserves.

Roughly 25% of the water going through the City's pipes is lost in the system

■ **Cause:**

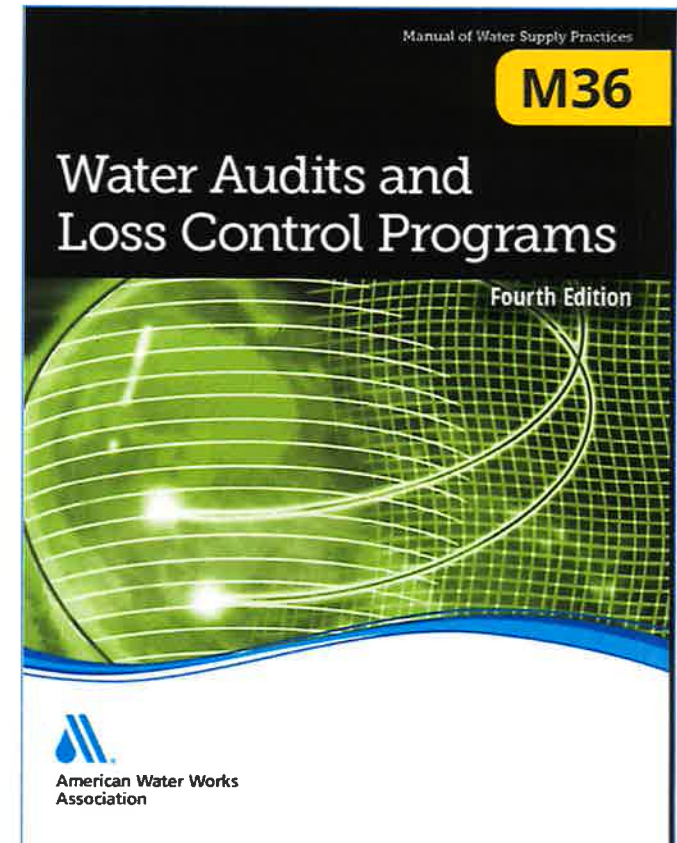
- Age of the Water distribution system
- Age of the Water Meters
- Meters not accurately measuring water flow

■ **Effect:**

- Increased costs of water production
- Loss of revenues (approx. \$500,000 for water, gas, elect.)
- Water pressure impacts
- Inaccurate Meter Reading / Billing

■ **Solution:**

- Upgrade the City's Water Meters & Install an AMI
- Install a System-wide Leak Detection System
- Upgrade Water Mains



Water Example – Meter Inaccuracies apply to Gas & Electric

Water Losses 25%	Apparent Losses	Customer Metering Inaccuracies	Non-Revenue Water
		Systematic Data Handling Errors	
		Unauthorized Consumption	
	Real Losses	Leakage on Transmission and Distribution Mains	
		Leakage on Overflows at Utility's Storage Tanks	
		Leakage on Service Connections up to the point of Customer Metering	

* Manual of Water Supply Practices M36; Water Audits and Loss Control Programs, 4th Edition

2. Implementation Phase

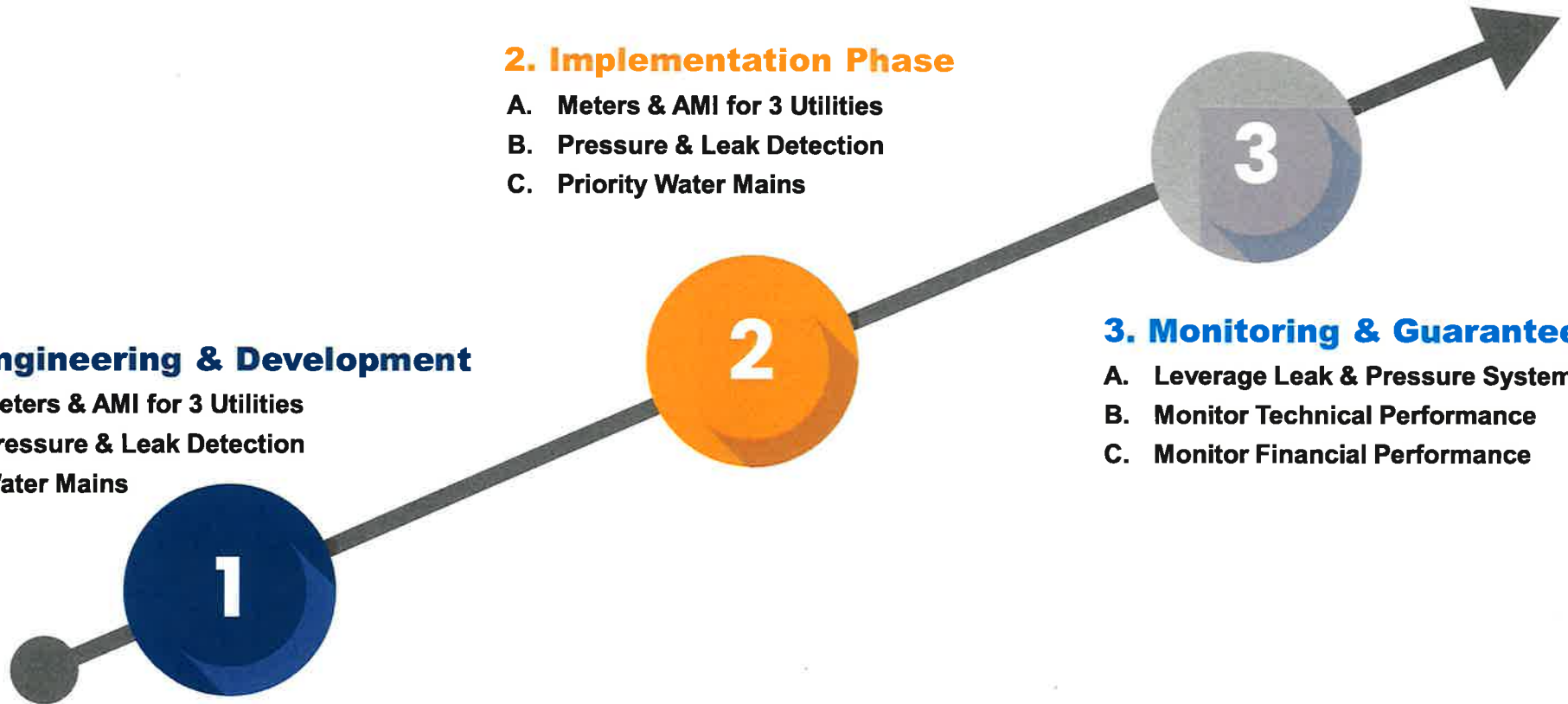
- A. Meters & AMI for 3 Utilities
- B. Pressure & Leak Detection
- C. Priority Water Mains

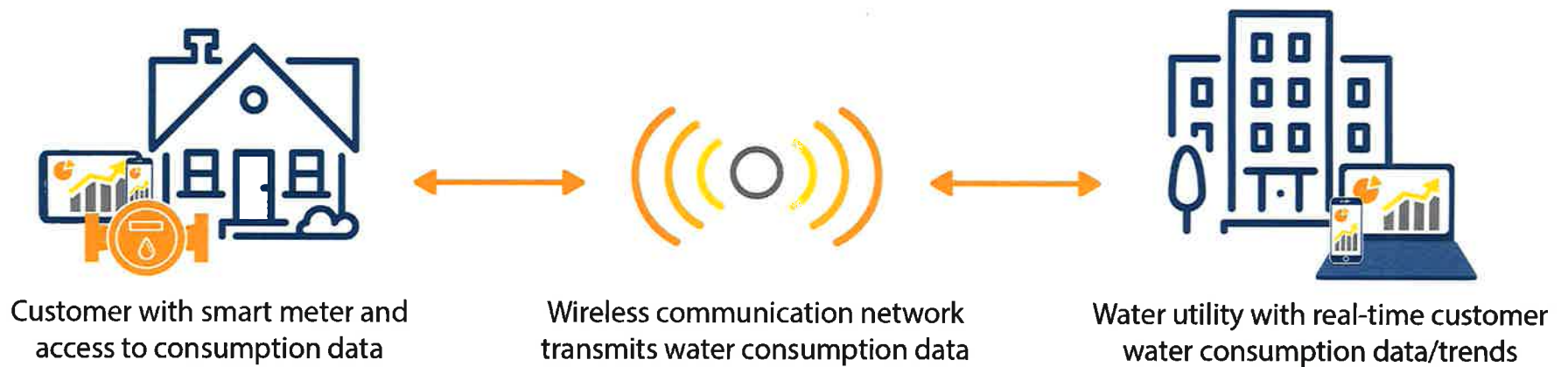
1. Engineering & Development

- A. Meters & AMI for 3 Utilities
- B. Pressure & Leak Detection
- C. Water Mains

3. Monitoring & Guarantee

- A. Leverage Leak & Pressure System
- B. Monitor Technical Performance
- C. Monitor Financial Performance





Engineering & Development Phase



- Field Surveys of Existing Conditions (Meters, Meter Boxes, Lids, Piping, etc.)
- Financial Analysis of multiple Meters & AMI Networks (5 explored in Prelim)
- Data integration with the City's Billing Data and Accounts
- Training for all Staff members
- **Data Base Analysis & Scrubbing (Critical First Step)**
- **Meter Testing: Statistically Significant testing of All Meter Sizes**
- **Marketing & Communications Plan**
- **Customer & Utility Portals**

Meter Testing & Propagation Study

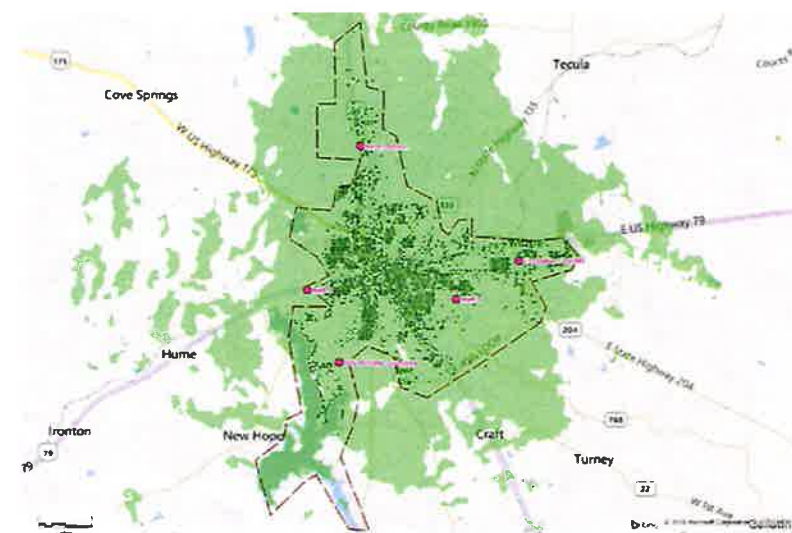
- Propagation Study of Various AMI Communication Networks

- Statistical Meter Testing per IPMVP:**
Acceptable Confidence & Accuracy Levels (90%-10%)

Residential Water Meters:	65 test meters
Commercial Water Meters:	58 test meters
Electric Meters:	65 test meters
Gas Meters:	63 test meters
TOTAL METERS TESTED:	251 meters

- Testing at Low, Medium and High Flow Rates

- Includes Annual Meter Testing (Revenue Protection Plan to Control Apparent Losses)

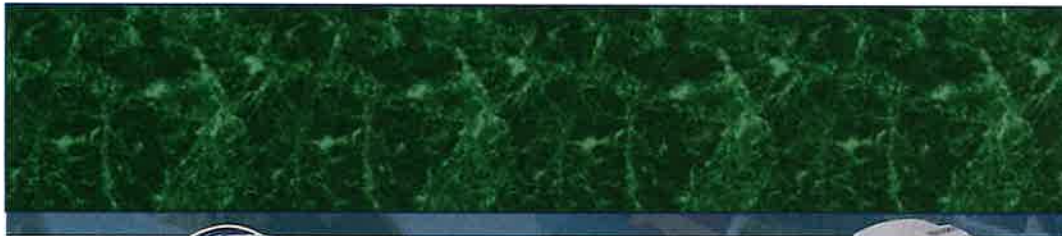


Proposed Site Details

Total Site Locations: 5
Total Base Station Counts:
M400B2 = 4
R100 Collector = 1

Legend

 Area of Coverage
 Site Location
 Endpoint Location



We're switching to an **Advanced Metering Infrastructure (AMI)** system that will give residents and customers more information and control over your utility usage.

Starting in May, we'll be installing new meters that make this system possible. Once your home or business is switched over, you'll have access to new tools through our online portal.



What are Advanced Metering Infrastructure Systems?

Advanced Metering Infrastructure Systems are a modern solution to reading information from utility meters scattered across the city.

Instead of sending an employee out to read your meter once a month, we're upgrading your meter to a communicating smart meter. Usage data will be automatically transmitted to the city over a secure private network and we'll provide that information to you online! This system ensures **accurate readings, quick response times to leaks or power outages**, and hour-by-hour usage information to help you lower your electric and water usage.

Have more questions about AMI? Email them to service@newberryfl.gov

AMI INTRODUCTION VIDEO

USING YOUR AMI PORTAL VIDEO



Customer & Utility Portal (identify and select best options for City)



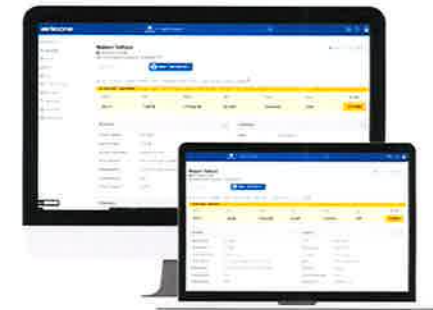
Customer Portal

- **Tools to Manage Consumption**
- **Tools to Manage Budgets**
- Bill Explainer & Conservation Tips
- Paperless Billing
- Able to Submit forms & View Messages
- Self-service Solutions
- Resolve Leaks online/phone
- Set Alerts and "Out of Town"



Alerts & Notifications

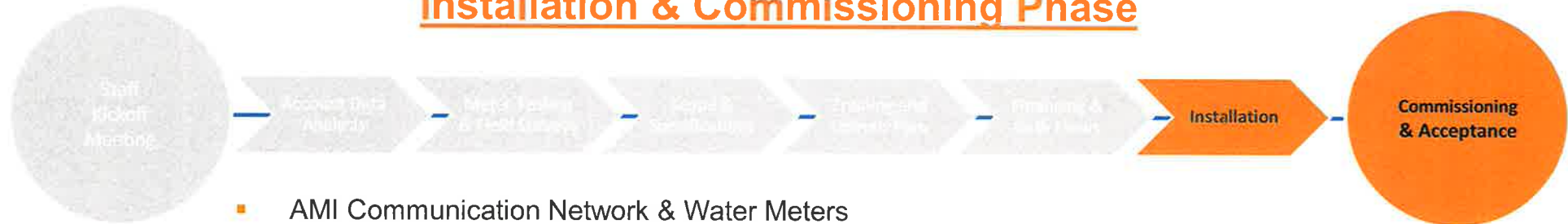
- Residents can schedule Consumption Alerts
- Residents can schedule Budget Alerts
- Keep Customers informed of Leaks
- Keep Customers informed of overuse
- Bill Forecast Notifications
- Alerts by phone, email or text



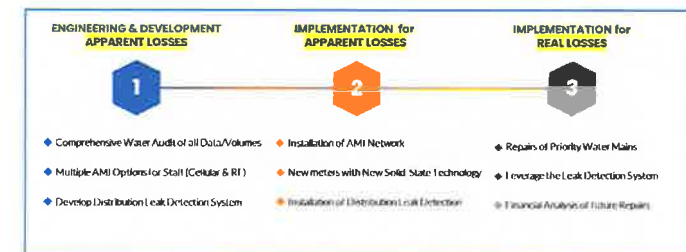
Utility Console

- Gain insightful Analytics & Reporting
- Additional consumption analysis
- Digital forms and customer accounts
- Performance Reporting
- Geospatial & Segmentation Analytics
- Customer Relationship Management (CRM)

Installation & Commissioning Phase



- AMI Communication Network & Water Meters
- Integration of all Data (billing, customer accounts, meter serial numbers, etc.)
- Replace Meter Boxes and Lids, as required
- Lead and Copper Line Survey
- GPS Coordinates of every Meter Installed
- IT Specialist Assigned to Project
- Software & Network as a Service
- Long-term Maintenance Services
- 24-7 Emergency Response



5-year Capital Plan (23 – 2027+) Water Mains (New):

- FY23-24: \$684,000
- FY24-25: \$1.4M
- FY25-26: \$552,000
- FY26-27: \$394,000
- FY27+: \$1.4M

Total Cost @ \$4.48M

Infrastructure Revitalization Plan

The National Challenge

The introduction of reliable water and wastewater systems in the 20th century marked the beginning of a new era in modernization. Since then, public and private utilities across the country have been putting people to work to construct, operate, and maintain the water and wastewater infrastructure on which Americans rely daily. After providing around the clock service for more than 100 years, however, this infrastructure is aging and failing. On average, a water main breaks every 2 minutes in America. The good news is that investment in water infrastructure puts people to work and builds a stronger America.

\$4.8 trillion

Investment in the nation's water infrastructure required over the next twenty years to maintain a state of good repair

Source: American Society of Civil Engineers

Williston's Challenge

The City of Williston owns and operates drinking water and wastewater systems that serve a population of approximately 3,200 people. Much like other municipalities across the nation, the City is challenged with managing the wear and tear affecting its infrastructure. Over 50% of the City's wastewater collection system was installed prior to 1956, and approximately 25% was installed before 1946. Most of the collection system is constructed of Orangeburg pipe, which is estimated to have a life expectancy of between 30 to 50 years. This means the City's wastewater collection system is operating on borrowed time.

\$9.8 million

Estimated cost of rehabilitating the City's wastewater collection system based on preliminary estimates prepared in 2013

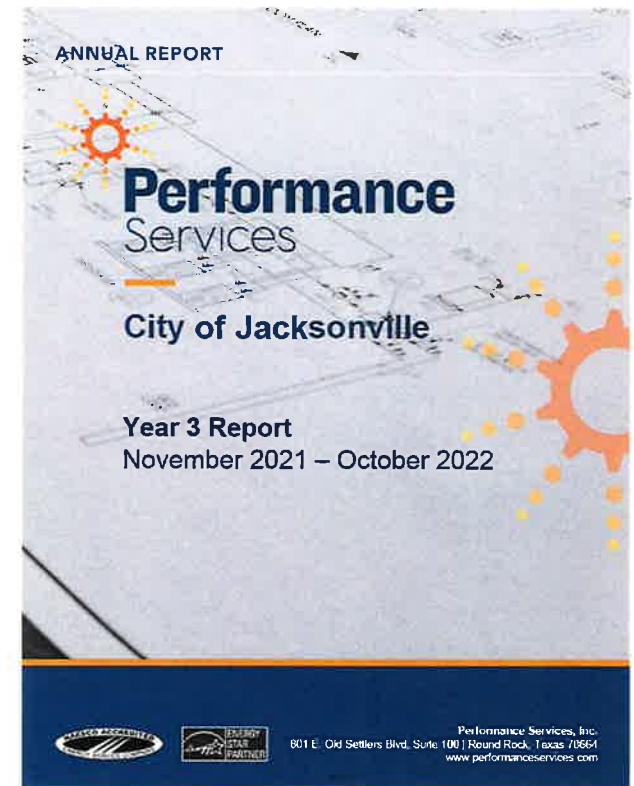
Source: 2013 SRF Facilities Plan by Chastain Skillman

*Wright Pierce Infrastructure Revitalization Plan Opinion of Probable Project Cost (OPPC)

- 1. Installation of a Leak Detection & Pressure Monitoring System*
- 2. Upgrades/replacement of Water Mains (immediate and future needs)*

- **Leak Detection System to identify moderate and major leaks**
 - Minor Leaks are likely NOT cost-effective to eliminate
- **Pressure Monitoring System**
 - Assist with distribution system analytics
 - Assist with determining Hydraulic Efficiency (work with Wright-Pierce)
 - Assist with energy efficiency and long-term cost savings (pump run times)
- **Water Main Upgrades**
 - Can include immediate needs & identifying potential (future) issues

- **Required by FL Statute 489.145**
- **Quantify** baseline conditions and supporting data to establish proper M&V protocol for each measure (IPMVP)
- **Monitor** utility consumption and changes
- **Report** results with annual frequency
- **Guarantee** accuracy each year
- **Post-installation** accuracy testing



#4. Project Funding

Capitalization: Tax-exempt Lease Purchase (TELP)

- Most common method for Financing Performance-based Projects
- Paragraph 5(h): “***The guaranteed energy, water, and wastewater performance savings contract must stipulate that it does not constitute a debt, liability, or obligation...***” *
- Lower, fixed tax-exempt rates for the life of the performance period
- Flexible payments, term of financing, and contract terms
- Payments can be delayed (project construction is complete or longer) – build reserves
- Savings are guaranteed by Performance Services, Inc.

*Financial Advisor and/or Bond Council will determine impact to bond/debt capacity

#4. Project Funding



1. Funds into a City Escrow Account



2. Construction Progress Payments



Performance
Services



4. Lease Payments

- After construction complete
- Savings & Revenues guaranteed
- First payment in 2026

3. Improvements Generate New Revenues & Savings to Fund Upgrades



XX% of Projects are...

- Over Budget
- Over Schedule
- Under Benefits
- $n=16,000!!!$

WSJ

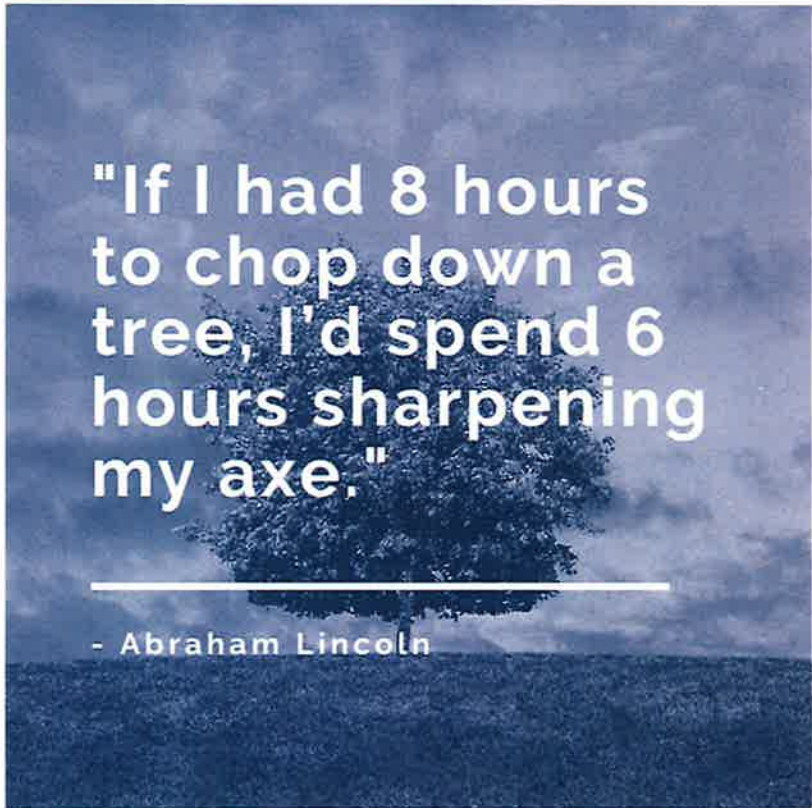
Book review Feb 2023



“Developing a clear, informed understanding of what the goal is and why — and never losing sight of it from beginning to end — is the foundation of a successful project.”

Fast and Frugal Rules of Thumb

1. Think Slow, Act Fast.
2. Get Your Team Right
3. Ask Why?
4. Hire a “Master Builder”
5. Build With Lego
6. Take the Outside View
7. Watch Your Downside
8. Say No and Walk Away
9. Make Friends and Keep Them Friendly
10. Know that Your Biggest Risk is YOU



"If I had 8 hours
to chop down a
tree, I'd spend 6
hours sharpening
my axe."

- Abraham Lincoln



Hector Samario
BUSINESS DEVELOPMENT
MANAGER



Ron Russell
SENIOR PROJECT
DEVELOPMENT ENGINEER



Ryan Quigley
WATER FACILITIES SPECIALIST



David Temming, PE
ENGINEERING MANAGER



Greg Mizell
OPERATIONS MANAGER



Arlene Gavin
DIRECTOR OF MARKETING

Together, the team members assigned to the City of Williston project have extensive knowledge and experience working on AMI projects. Look at their combined numbers:

67

Projects

\$327M

Project Volume

461k

Meters Installed

Next Steps



Preliminary
Assessment
(Sharpen the Axe)

Presentation to
City Council &
Approval for IGA

Engineering &
Development
(Sharpen the Axe)

Begin
Implementation

Project
Completion

Annual Monitoring of
Technical & Financial
Performance



Aug - Dec

Jan 02

Jan - May

Jun 2024

Jun 2025

10 years



Hector Samario, MBA, LEED AP

Business Development Manager

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Select Year: 2023 ▼

The 2023 Florida Statutes (including Special Session C)

Title XXXII

REGULATION OF PROFESSIONS AND OCCUPATIONS

Chapter 489

CONTRACTING

[View Entire Chapter](#)

489.145 Guaranteed energy, water, and wastewater performance savings contracting.—

- (1) **SHORT TITLE.**—This section may be cited as the “Guaranteed Energy, Water, and Wastewater Performance Savings Contracting Act.”
- (2) **LEGISLATIVE FINDINGS.**—The Legislature finds that investment in energy, water, and wastewater efficiency and conservation measures in agency facilities can reduce the amount of energy and water consumed and wastewater produced and produce immediate and long-term savings. It is the policy of this state to encourage each agency to invest in energy, water, and wastewater efficiency and conservation measures to minimize energy and water consumption and wastewater production and maximize energy, water, and wastewater savings. It is further the policy of this state to encourage agencies to reinvest any savings resulting from energy, water, and wastewater efficiency and conservation measures in additional energy, water, and wastewater efficiency and conservation measures.
- (3) **DEFINITIONS.**—As used in this section, the term:
- (a) “Agency” means the state, a municipality, a political subdivision, a county school district, or an institution of higher education, including all state universities, colleges, and technical colleges.
 - (b) “Energy, water, and wastewater efficiency and conservation measure” means a training program incidental to the contract, facility alteration, or equipment purchase to be used in a building retrofit, addition, or renovation or in new construction which reduces energy or water consumption, wastewater production, or energy-related operating costs and includes, but is not limited to, any of the following:
 1. Installing or modifying any of the following:
 - a. Insulation of the facility structure and systems within the facility.
 - b. Window and door systems that reduce energy consumption or operating costs, such as storm windows and doors, caulking or weatherstripping, multiglazed windows and doors, heat-absorbing or heat-reflective glazed and coated window and door systems, additional glazing, and reductions in glass area.
 - c. Automatic energy control systems.
 - d. Energy recovery systems.
 - e. Cogeneration systems that produce steam or forms of energy such as heat, as well as electricity, for use primarily within a facility or complex of facilities.
 - f. Renewable energy systems.
 - g. Devices that reduce water consumption or sewer charges.
 - h. Energy storage systems, such as fuel cells and thermal storage.
 - i. Energy-generating technologies.
 - j. Automated, electronic, or remotely controlled technologies, systems, or measures that reduce utility or operating costs.
 - k. Software-based systems that reduce facility management or other facility operating costs.
 - l. Energy information and control systems that monitor consumption, redirect systems to optimal energy sources, and manage energy-using equipment.
 2. Installing, replacing, or modifying any of the following:
 - a. Heating, ventilating, or air-conditioning systems.

b. Lighting fixtures.

3. Implementing a program to reduce energy costs through rate adjustments, load shifting to reduce peak demand, demand response programs, changes to more favorable rate schedules, or auditing utility billing and metering.

4. An improvement that reduces solid waste and associated removal costs.

5. Meter replacement, installation, or modification; installation of an automated meter reading system; or other construction, modification, installation, or remodeling of water, electric, gas, fuel, communication, or other supplied utility system.

6. Any other energy conservation measure that reduces British thermal units (Btu), kilowatts (kW), or kilowatt hours (kWh); that reduces fuel or water consumption in the building or waste water production; or that reduces operating costs or provides long-term cost reductions.

7. Any other repair, replacement, or upgrade of existing equipment that produces measurable savings, or any other construction, modification, installation, or remodeling that is approved by an agency and that is within the legislative authority granted the agency, such as an energy conservation measure.

8. Any other measure not otherwise defined in this chapter which is designed to reduce utility consumption, reduce wastewater costs, enhance revenue, avoid capital costs, or achieve similar efficiency gains at an agency or other governmental unit.

(c) "Energy, water, or wastewater cost savings" means a measured reduction in the cost of fuel, energy or water consumption, or wastewater production; stipulated operation and maintenance savings; improvements in supplied utility systems, including, without limitation, revenue enhancements or reduction in net operating costs resulting from increased meter accuracy or performance; and identified capital savings, created from the implementation of one or more energy, water, or wastewater efficiency or conservation measures when compared with an established baseline for the previous cost of fuel, energy or water consumption, wastewater production, stipulated operation and maintenance, meter accuracy or performance, and identified capital costs.

(d) "Guaranteed energy, water, and wastewater performance savings contract" means a contract for the evaluation, recommendation, and implementation of energy, water, or wastewater efficiency or conservation measures, which, at a minimum, shall include:

1. The design and installation of equipment to implement one or more of such measures and, if applicable, operation and maintenance of such measures.

2. The amount of any actual annual savings that meet or exceed total annual contract payments made by the agency for the contract and may include allowable cost avoidance if determined appropriate by the Chief Financial Officer.

3. The finance charges incurred by the agency over the life of the contract.

(e) "Guaranteed energy, water, and wastewater performance savings contractor" means a person or business that is licensed under chapter 471, chapter 481, or this chapter and is experienced in the analysis, design, implementation, or installation of energy, water, and wastewater efficiency and conservation measures through energy performance contracts.

(f) "Investment grade energy audit" means a detailed energy, water, and wastewater audit, along with an accompanying analysis of proposed energy, water, and wastewater conservation measures, and their costs, savings, and benefits prior to entry into an energy savings contract.

(4) PROCEDURES.—

(a) An agency may enter into a guaranteed energy, water, and wastewater performance savings contract with a guaranteed energy, water, and wastewater performance savings contractor to reduce energy or water consumption, wastewater production, or energy-related operating costs of an agency facility through one or more energy, water, or wastewater efficiency or conservation measures.

(b) Before design and installation of energy, water, or wastewater efficiency and conservation measures, the agency must obtain from a guaranteed energy, water, and wastewater performance savings contractor a report that summarizes the costs associated with the energy, water, or wastewater efficiency and conservation measures or energy-related operational cost-saving measures and provides an estimate of the amount of the cost savings. The

agency and the guaranteed energy, water, and wastewater performance savings contractor may enter into a separate agreement to pay for costs associated with the preparation and delivery of the report; however, payment to the contractor shall be contingent upon the report's projection of energy, water, and wastewater cost savings being equal to or greater than the total projected costs of the design and installation of the report's energy conservation measures.

(c) An agency may enter into a guaranteed energy, water, and wastewater performance savings contract with a guaranteed energy, water, and wastewater performance savings contractor if the agency finds that the amount the agency would spend on the energy, water, and wastewater efficiency and conservation measures is unlikely to exceed the amount of the cost savings for up to 20 years after the date of installation, based on the life cycle cost calculations provided in s. 255.255, if the recommendations in the report were followed and if the qualified provider or providers give a written guarantee that the cost savings will meet or exceed the costs of the system. However, actual computed cost savings must meet or exceed the estimated cost savings provided in each agency's program approval. Baseline adjustments used in calculations must be specified in the contract. The contract may provide for repayment to the lender of the installation construction loan through installment payments for a period not to exceed 20 years.

(d) A guaranteed energy, water, and wastewater performance savings contractor must be selected in compliance with s. 287.055; except that if fewer than three firms are qualified to perform the required services, the requirement for agency selection of three firms, as provided in s. 287.055(4)(b), and the bid requirements of s. 287.057 do not apply.

(e) Before entering into a guaranteed energy, water, and wastewater performance savings contract, an agency must provide published notice of the meeting in which it proposes to award the contract, the names of the parties to the proposed contract, and the contract's purpose.

(f) A guaranteed energy, water, and wastewater performance savings contract may provide for financing, including tax-exempt financing, by a third party. The contract for third-party financing may be separate from the energy, water, and wastewater performance contract. A separate contract for third-party financing under this paragraph must include a provision that the third-party financier must not be granted rights or privileges that exceed the rights and privileges available to the guaranteed energy, water, and wastewater performance savings contractor.

(g) Financing for guaranteed energy, water, and wastewater performance savings contracts may be provided under the authority of s. 287.064.

(h) The Office of the Chief Financial Officer shall review proposals from state agencies to ensure that the most effective financing is being used.

(i) Annually, the agency that has entered into the contract shall provide the Department of Management Services and the Chief Financial Officer the measurement and verification report required by the contract to validate that savings have occurred.

(j) In determining the amount the agency will finance to acquire the energy, water, and wastewater efficiency and conservation measures, the agency may reduce such amount by the application of grant moneys, rebates, or capital funding available to the agency for the purpose of buying down the cost of the guaranteed energy, water, and wastewater performance savings contract. However, in calculating the life cycle cost as required in paragraph (c), the agency shall not apply any grants, rebates, or capital funding.

(5) CONTRACT PROVISIONS.—

(a) A guaranteed energy, water, and wastewater performance savings contract must include a written guarantee that may include, but is not limited to the form of, a letter of credit, insurance policy, or corporate guarantee by the guaranteed energy, water, and wastewater performance savings contractor that annual cost savings will meet or exceed the amortized cost of energy, water, and wastewater efficiency and conservation measures.

(b) The guaranteed energy, water, and wastewater performance savings contract or the loan agreement related thereto must provide that all repayments to the lender of the installation construction loan, except obligations on termination of the contract before its expiration, may be made over time, but may not exceed 20 years from the date of complete installation and acceptance by the agency, and that the annual cost savings are guaranteed to the

extent necessary to make annual payments to satisfy the guaranteed energy, water, and wastewater performance savings contract.

(c) The guaranteed energy, water, and wastewater performance savings contract must require that the guaranteed energy, water, and wastewater performance savings contractor to whom the contract is awarded provide a 100-percent public construction bond to the agency for its faithful performance, as required by s. 255.05.

(d) The guaranteed energy, water, and wastewater performance savings contract may contain a provision allocating to the parties to the contract annual cost savings that exceed the amount of the cost savings guaranteed in the contract.

(e) The guaranteed energy, water, and wastewater performance savings contract must require the guaranteed energy, water, and wastewater performance savings contractor to provide to the agency an annual reconciliation of the guaranteed energy or associated cost savings. If the reconciliation reveals a shortfall in annual energy or associated cost savings, the guaranteed energy, water, and wastewater performance savings contractor is liable for such shortfall. If the reconciliation reveals an excess in annual cost savings, the excess savings may be allocated under paragraph (d) but may not be used to cover potential energy or associated cost savings shortages in subsequent contract years.

(f) The guaranteed energy, water, and wastewater performance savings contract or the loan agreement related thereto must provide for repayment to the lender of the installation construction loan of not less than one-twentieth of the price to be paid within 2 years from the date of the complete installation and acceptance by the agency using straight-line amortization for the term of the loan, and the remaining costs to be paid at least quarterly, not to exceed a 20-year term, based on life cycle cost calculations.

(g) The guaranteed energy, water, and wastewater performance savings contract may extend beyond the fiscal year in which it becomes effective; however, the term of a contract expires at the end of each fiscal year and may be automatically renewed annually for up to 20 years, subject to the agency making sufficient annual appropriations based upon continued realized energy, water, and wastewater savings.

(h) The guaranteed energy, water, and wastewater performance savings contract must stipulate that it does not constitute a debt, liability, or obligation of the state.

(i) A facility alteration that includes expenditures that are required to properly implement other energy conservation measures may be included as part of a performance contract. In such case, notwithstanding any provision of law, the installation of these additional measures may be supervised by the performance savings contractor.

(6) PROGRAM ADMINISTRATION AND CONTRACT REVIEW.—The Department of Management Services, with the assistance of the Office of the Chief Financial Officer, shall, within available resources, provide technical content assistance to state agencies contracting for energy, water, and wastewater efficiency and conservation measures and engage in other activities considered appropriate by the department for promoting and facilitating guaranteed energy, water, and wastewater performance contracting by state agencies. The Department of Management Services shall review the investment-grade audit for each proposed project and certify that the cost savings are appropriate and sufficient for the term of the contract. The Office of the Chief Financial Officer, with the assistance of the Department of Management Services, shall, within available resources, develop model contractual and related documents for use by state agencies. Before entering into a guaranteed energy, water, and wastewater performance savings contract, a contract or lease for third-party financing, or any combination of such contracts, a state agency shall submit such proposed contract or lease to the Office of the Chief Financial Officer for review and approval. The Office of the Chief Financial Officer shall complete its review and approval within 10 business days after receiving the proposed contract or lease. A proposed contract or lease with a state agency must include the following:

(a) Supporting information required by s. 216.023(4)(a)9. in ss. 287.063(5) and 287.064(11). For contracts approved under this section, the criteria may, at a minimum, include the specification of a benchmark cost of capital and minimum real rate of return on energy, water, or wastewater savings against which proposals shall be evaluated.

(b) Documentation supporting recurring funds requirements in ss. 287.063(5) and 287.064(11).

- (c) Approval by the head of the agency or his or her designee.
- (d) An agency measurement and verification plan to monitor cost savings.
- (e) An investment-grade audit, certified by the Department of Management Services, which states that the cost savings are appropriate and sufficient for the term of the contract.
- (7) FUNDING SUPPORT.—For purposes of consolidated financing of deferred payment commodity contracts under this section by a state agency, any such contract must be supported from available funds appropriated to the state agency in an appropriation category, as defined in chapter 216, that the Chief Financial Officer has determined is appropriate or that the Legislature has designated for payment of the obligation incurred under this section.

The Office of the Chief Financial Officer shall not approve any contract submitted under this section from a state agency that does not meet the requirements of this section.

History.—s. 1, ch. 94-112; s. 1, ch. 2001-81; s. 510, ch. 2003-261; s. 99, ch. 2008-227; s. 59, ch. 2009-21; s. 1, ch. 2013-135.

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PUBLIC BUSINESS PROCUREMENT OF PERSONAL PROPERTY AND SERVICES

287.017 Purchasing categories, threshold amounts.—The following purchasing categories are hereby created:

- (1) CATEGORY ONE: \$20,000.
- (2) CATEGORY TWO: \$35,000.
- (3) CATEGORY THREE: \$65,000.
- (4) CATEGORY FOUR: \$195,000.
- (5) CATEGORY FIVE: \$325,000.

History.—ss. 5, 13, ch. 86-204; ss. 12, 34, ch. 90-268; s. 3, ch. 96-236; s. 17, ch. 98-65; s. 75, ch. 98-279; s. 43, ch. 99-399; s. 9, ch. 2002-207; s. 15, ch. 2010-151.

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PUBLIC BUSINESS PROCUREMENT OF PERSONAL PROPERTY AND SERVICES

287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.—

(1) **SHORT TITLE.**—This section shall be known as the “Consultants’ Competitive Negotiation Act.”

(2) **DEFINITIONS.**—For purposes of this section:

(a) “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) “Agency” means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term “agency” does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

(c) “Firm” means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) “Compensation” means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

(e) “Agency official” means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) “Project” means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.
2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

¹(g) A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(h) A “design-build firm” means a partnership, corporation, or other legal entity that:

1. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
2. Is qualified under s. 471.023 to practice or to offer to practice engineering; qualified under s. 481.219 to practice or to offer to practice architecture; or qualified under s. 481.319 to practice or to offer to practice landscape architecture.

(i) A “design-build contract” means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A “design criteria package” means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency’s request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A “design criteria professional” means a firm that is qualified under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(l) “Negotiate” or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.—

(a)1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. [287.017](#) for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. [287.017](#) for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

2. Each agency shall provide a good faith estimate in determining whether the proposed activity meets the threshold amounts referred to in this paragraph.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. [287.09451](#).

(e) The public must not be excluded from the proceedings under this section.

(4) COMPETITIVE SELECTION.—

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected

workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. 287.017 for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinitiate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) COMPETITIVE NEGOTIATION.—

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(6) PROHIBITION AGAINST CONTINGENT FEES.—

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.” For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon

conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#).

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#).

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#).

(7) **AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.**—Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) **STATE ASSISTANCE TO LOCAL AGENCIES.**—On any professional service contract for which the fee is over \$25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9) **APPLICABILITY TO DESIGN-BUILD CONTRACTS.**—

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s. [337.11\(7\)](#), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.

2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.

3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.

4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.

5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.

6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) **REUSE OF EXISTING PLANS.**—Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. [1013.01](#), a prior project of that or any other board. Except for plans of a board as defined in s. [1013.01](#), public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) **CONSTRUCTION OF LAW.**—Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. [1013.45](#) and [1013.46](#).

History.—ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 250, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-279; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387; s. 1, ch. 2005-224; s. 19, ch. 2007-157; s. 3, ch. 2007-159; s. 3, ch. 2009-227; s. 49, ch. 2020-2; s. 2, ch. 2020-127; s. 81, ch. 2020-160; ss. 7, 8, ch. 2023-304.

¹ **Note.**—

A. As amended by s. 8, ch. 2023-304, which provides that “[t]he amendments made by this act to s. 287.055(2)(g), Florida Statutes, expire on January 1, 2024, and the text of that paragraph shall revert to that in existence on the day before the date that this act became a law, except that any amendments to such text enacted other than by this act shall be preserved and continue to operate to the extent that such amendments are not dependent upon the portions of the text which expire pursuant to this section.” Chapter 2023-304 became a law on June 28, 2023.

B. Prior to the amendment of paragraph (2)(g) by s. 8, ch. 2023-304, effective January 1, 2024, the paragraph, as amended by s. 7, ch. 2023-304, effective June 28, 2023, read:

(g) A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another. The term “continuing contract” includes contracts executed through December 31, 2023, for professional services to the agency for projects related to repairs and remediation to a specific site due to damage caused by Hurricane Ian in which the estimated construction cost for each individual project does not exceed \$15 million.

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PUBLIC BUSINESS PROCUREMENT OF PERSONAL PROPERTY AND SERVICES

287.057 Procurement of commodities or contractual services.—

(1) The competitive solicitation processes authorized in this section shall be used for procurement of commodities or contractual services in excess of the threshold amount provided for CATEGORY TWO in s. 287.017. Any competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability and relative merit of the bid, proposal, or reply.

(a) *Invitation to bid.*—The invitation to bid shall be used when the agency is capable of specifically defining the scope of work for which a contractual service is required or when the agency is capable of establishing precise specifications defining the actual commodity or group of commodities required.

1. All invitations to bid must include:
 - a. A detailed description of the commodities or contractual services sought; and
 - b. If the agency contemplates renewal of the contract, a statement to that effect.
2. Bids submitted in response to an invitation to bid in which the agency contemplates renewal of the contract must include the price for each year for which the contract may be renewed.
3. Evaluation of bids must include consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor.
4. The contract shall be awarded to the responsible and responsive vendor who submits the lowest responsive bid.

(b) *Request for proposals.*—An agency shall use a request for proposals when the purposes and uses for which the commodity, group of commodities, or contractual service being sought can be specifically defined and the agency is capable of identifying necessary deliverables. Various combinations or versions of commodities or contractual services may be proposed by a responsive vendor to meet the specifications of the solicitation document.

1. Before issuing a request for proposals, the agency must determine and specify in writing the reasons that procurement by invitation to bid is not practicable.
2. All requests for proposals must include:
 - a. A statement describing the commodities or contractual services sought;
 - b. The relative importance of price and other evaluation criteria; and
 - c. If the agency contemplates renewal of the contract, a statement to that effect.
3. Criteria that will be used for evaluation of proposals must include, but are not limited to:
 - a. Price, which must be specified in the proposal;
 - b. If the agency contemplates renewal of the contract, the price for each year for which the contract may be renewed;
 - c. Consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor; and
 - d. Consideration of prior relevant experience of the vendor.

4. The contract shall be awarded by written notice to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and other criteria set forth in the request for proposals. The contract file shall contain documentation supporting the basis on which the award is made.

(c) *Invitation to negotiate.*—The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive vendors with which the agency may negotiate in order to receive the best value.

1. Before issuing an invitation to negotiate, the head of an agency must determine and specify in writing the reasons that procurement by an invitation to bid or a request for proposal is not practicable.

2. The invitation to negotiate must describe the questions being explored, the facts being sought, and the specific goals or problems that are the subject of the solicitation.

3. The criteria that will be used for determining the acceptability of the reply and guiding the selection of the vendors with which the agency will negotiate must be specified. The evaluation criteria must include consideration of prior relevant experience of the vendor.

4. The agency shall evaluate replies against all evaluation criteria set forth in the invitation to negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the state, based on the selection criteria.

5. The contract file for a vendor selected through an invitation to negotiate must contain a short plain statement that explains the basis for the selection of the vendor and that sets forth the vendor's deliverables and price, pursuant to the contract, along with an explanation of how these deliverables and price provide the best value to the state.

(2) Prior to the time for receipt of bids, proposals, or replies, an agency may conduct a conference or written question and answer period for purposes of assuring the vendor's full understanding of the solicitation requirements. The vendors shall be accorded fair and equal treatment.

(3) If the purchase price of commodities or contractual services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO, purchase of commodities or contractual services may not be made without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies unless:

(a) The agency head determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the state requires emergency action. After the agency head signs such a written determination, the agency may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without receiving competitive sealed bids, competitive sealed proposals, or competitive sealed replies. However, the emergency procurement shall be made by obtaining pricing information from at least two prospective vendors, which must be retained in the contract file, unless the agency determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the state. The agency shall furnish copies of all written determinations and any other documents relating to the emergency action to the department. A copy of the written statement shall be furnished to the Chief Financial Officer with the voucher authorizing payment. The individual purchase of personal clothing, shelter, or supplies which are needed on an emergency basis to avoid institutionalization or placement in a more restrictive setting is an emergency for the purposes of this paragraph, and the filing with the department of such statement is not required in such circumstances. In the case of the emergency purchase of insurance, the period of coverage of such insurance may not exceed 30 days, and all such emergency purchases shall be reported to the department.

(b) The purchase is made by an agency from a state term contract procured, pursuant to this section, by the department or by an agency, after receiving approval from the department, from a contract procured, pursuant to subsection (1), by another agency.

(c) Commodities or contractual services available only from a single source may be excepted from the competitive-solicitation requirements. If an agency believes that commodities or contractual services are available

only from a single source, the agency shall electronically post a description of the commodities or contractual services sought for at least 15 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the agency, after reviewing any information received from prospective vendors that the commodities or contractual services are available only from a single source, the agency shall provide notice of its intended decision to enter a single-source purchase contract in the manner specified in s. 120.57(3). Each agency shall report all such actions to the department on a quarterly basis in a manner and form prescribed by the department, and the department shall report such information to the Governor, the President of the Senate, and the Speaker of the House of Representatives no later than each January 1.

(d) Prescriptive assistive devices for the purpose of medical, developmental, or vocational rehabilitation of clients are excepted from competitive-solicitation requirements and shall be procured pursuant to an established fee schedule or by any other method that ensures the best price for the state, taking into consideration the needs of the client. Prescriptive assistive devices include, but are not limited to, prosthetics, orthotics, and wheelchairs. For purchases made pursuant to this paragraph, state agencies shall annually file with the department a description of the purchases and methods of procurement.

(e) The following contractual services and commodities are not subject to the competitive-solicitation requirements of this section:

1. Artistic services. As used in this subsection, the term "artistic services" does not include advertising or typesetting. As used in this subparagraph, the term "advertising" means the making of a representation in any form in connection with a trade, business, craft, or profession in order to promote the supply of commodities or services by the person promoting the commodities or contractual services.

2. Academic program reviews if the fee for such services does not exceed \$50,000.

3. Lectures by individuals.

4. Legal services, including attorney, paralegal, expert witness, appraisal, or mediator services.

5. Health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration. The term also includes, but is not limited to, substance abuse and mental health services involving examination, diagnosis, treatment, prevention, or medical consultation if such services are offered to eligible individuals participating in a specific program that qualifies multiple providers and uses a standard payment methodology. Reimbursement of administrative costs for providers of services purchased in this manner are also exempt. For purposes of this subparagraph, the term "providers" means health professionals and health facilities, or organizations that deliver or arrange for the delivery of health services.

6. Services provided to persons with mental or physical disabilities by not-for-profit corporations that have obtained exemptions under s. 501(c)(3) of the United States Internal Revenue Code or when such services are governed by Office of Management and Budget Circular A-122. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.

7. Medicaid services delivered to an eligible Medicaid recipient unless the agency is directed otherwise in law.

8. Family placement services.

9. Prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways, operated by not-for-profit corporations. However, in acquiring such services, the agency shall consider the ability of the vendor, past performance, willingness to meet time requirements, and price.

10. Training and education services provided to injured employees pursuant to s. 440.491(6).

11. Contracts entered into pursuant to s. 337.11.

12. Services or commodities provided by governmental entities.

13. Statewide public service announcement programs provided by a Florida statewide nonprofit corporation under s. 501(c)(6) of the Internal Revenue Code which have a guaranteed documented match of at least \$3 to \$1.

(f) Continuing education events or programs that are offered to the general public and for which fees have been collected which pay all expenses associated with the event or program are exempt from requirements for competitive solicitation.

(4)(a) An agency may not initiate a competitive solicitation for a product or service if the completion of such competitive solicitation would:

1. Require a change in law; or
2. Require a change to the agency's original approved budget, as defined in s. 216.011, other than a transfer authorized in s. 216.292(2) or (3), unless the initiation of such competitive solicitation is specifically authorized in law, in the General Appropriations Act, or by the Legislative Budget Commission.

(b) This subsection does not apply to a competitive solicitation for which the agency head certifies that a valid emergency exists.

(5) An agency must document its compliance with s. 216.3475 if the purchase of contractual services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO and such services are not competitively procured.

(6) If less than two responsive bids, proposals, or replies for commodity or contractual services purchases are received, the department or other agency may negotiate on the best terms and conditions. The department or other agency shall document the reasons that such action is in the best interest of the state in lieu of resoliciting competitive sealed bids, proposals, or replies. Each agency shall report all such actions to the department on a quarterly basis, in a manner and form prescribed by the department.

(7) Upon issuance of any solicitation, an agency shall, upon request by the department, forward to the department one copy of each solicitation for all commodity and contractual services purchases in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO. An agency shall also, upon request, furnish a copy of all competitive-solicitation tabulations. The Office of Supplier Diversity may also request from the agencies any information submitted to the department pursuant to this subsection.

(8)(a) In order to strive to meet the minority business enterprise procurement goals set forth in s. 287.09451, an agency may reserve any contract for competitive solicitation only among certified minority business enterprises. Agencies shall review all their contracts each fiscal year and shall determine which contracts may be reserved for solicitation only among certified minority business enterprises. This reservation may only be used when it is determined, by reasonable and objective means, before the solicitation that there are capable, qualified certified minority business enterprises available to submit a bid, proposal, or reply on a contract to provide for effective competition. The Office of Supplier Diversity shall consult with any agency in reaching such determination when deemed appropriate.

(b) Before a contract may be reserved for solicitation only among certified minority business enterprises, the agency head must find that such a reservation is in the best interests of the state. All determinations shall be subject to s. 287.09451(5). Once a decision has been made to reserve a contract, but before sealed bids, proposals, or replies are requested, the agency shall estimate what it expects the amount of the contract to be, based on the nature of the services or commodities involved and their value under prevailing market conditions. If all the sealed bids, proposals, or replies received are over this estimate, the agency may reject the bids, proposals, or replies and request new ones from certified minority business enterprises, or the agency may reject the bids, proposals, or replies and reopen the bidding to all eligible vendors.

(c) All agencies shall consider the use of price preferences of up to 10 percent, weighted preference formulas, or other preferences for vendors as determined appropriate pursuant to guidelines established in accordance with s. 287.09451(4) to increase the participation of minority business enterprises.

(d) All agencies shall avoid any undue concentration of contracts or purchases in categories of commodities or contractual services in order to meet the minority business enterprise purchasing goals in s. 287.09451.

(9) An agency may reserve any contract for competitive solicitation only among vendors who agree to use certified minority business enterprises as subcontractors or subvendors. The percentage of funds, in terms of gross contract amount and revenues, which must be expended with the certified minority business enterprise subcontractors and subvendors shall be determined by the agency before such contracts may be reserved. In order to bid on a contract so reserved, the vendor shall identify those certified minority business enterprises which will be utilized as subcontractors or subvendors by sworn statement. At the time of performance or project completion, the contractor shall report by sworn statement the payments and completion of work for all certified minority business enterprises used in the contract.

(10) An agency shall not divide the solicitation of commodities or contractual services so as to avoid the requirements of subsections (1)-(3).

(11) A contract for commodities or contractual services may be awarded without competition if state or federal law prescribes with whom the agency must contract or if the rate of payment or the recipient of the funds is established during the appropriations process.

(12) If two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise.

(13) Extension of a contract for commodities or contractual services must be in writing for a period not to exceed 6 months and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. There may be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

(14) Contracts for commodities or contractual services may be renewed for a period that may not exceed 3 years or the term of the original contract, whichever is longer. Renewal of a contract for commodities or contractual services must be in writing and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed must be specified in the bid, proposal, or reply, except that an agency may negotiate lower pricing. A renewal contract may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to paragraphs (3)(a) and (c) may not be renewed. With the exception of subsection (11), if a contract amendment results in a longer contract term or increased payments, a state agency may not renew or amend a contract for the outsourcing of a service or activity that has an original term value exceeding \$5 million before submitting a written report concerning contract performance to the Governor, the President of the Senate, and the Speaker of the House of Representatives at least 90 days before execution of the renewal or amendment.

(15)(a) For each contractual services contract, the agency shall designate an employee to function as contract manager who is responsible for enforcing performance of the contract terms and conditions and serves as a liaison between the contractor and the agency. The contract manager may not be an individual who has been employed, within the previous 5 years, by the vendor awarded the contractual services contract. The primary responsibilities of a contract manager include:

1. Participating in the solicitation development and review of contract documents.
2. Monitoring the contractor's progress and performance to ensure procured products and services conform to the contract requirements and keep timely records of findings.
3. Managing and documenting any changes to the contract through the amendment process authorized by the terms of the contract.
4. Monitoring the contract budget to ensure sufficient funds are available throughout the term of the contract.
5. Exercising applicable remedies, as appropriate, when a contractor's performance is deficient.

(b) Each contract manager who is responsible for contracts in excess of the threshold amount for CATEGORY TWO must, at a minimum, complete training conducted by the Chief Financial Officer for accountability in contracts and grant management. The Chief Financial Officer shall evaluate such training every 5 years to assess its effectiveness and update the training curriculum. The Chief Financial Officer shall establish and disseminate uniform procedures pursuant to s. 17.03(3) to ensure that contractual services have been rendered in accordance with the contract terms before the agency processes the invoice for payment. The procedures must include, but need not be limited to, procedures for monitoring and documenting contractor performance, reviewing and documenting all deliverables for which payment is requested by vendors, and providing written certification by contract managers of the agency's receipt of goods and services.

(c) Each contract manager who is responsible for contracts in excess of \$100,000 annually must, in addition to the accountability in contracts and grant management training required in paragraph (b) and within 6 months after being assigned responsibility for such contracts, complete training in contract management and become a certified contract manager. The department is responsible for establishing and disseminating the training and certification requirements for certified contract managers. Training must promote best practices and procedures related to negotiating, managing, and ensuring accountability in agency contracts and grant agreements, which must include the use of case studies based upon previous audits, contracts, and grant agreements. A certified contract manager must complete training every 5 years for certification renewal. Training and certification must be coordinated by the department, and the training must be conducted jointly by the department and the Department of Financial Services. The department shall evaluate such training every 5 years to assess its effectiveness and update the training curriculum.

(d) Each contract manager who is responsible for contracts in excess of \$10 million annually must, in addition to the training required in paragraph (b) and the training and certification required in paragraph (c), possess at least 5 years of experience managing contracts in excess of \$5 million annually.

(16) Each agency shall designate at least one employee who shall serve as a contract administrator responsible for maintaining a contract file and financial information on all contractual services contracts and who shall serve as a liaison with the contract managers and the department. For a contract of \$500,000 or less annually, the contract administrator may also serve as the contract manager if he or she has completed the required training. For a contract in excess of \$500,000 annually, the contract administrator may not serve as both the contract administrator and the contract manager.

(17)(a) For a contract in excess of the threshold amount provided in s. 287.017 for CATEGORY FOUR, the agency head shall appoint:

1. At least three persons to independently evaluate proposals and replies who collectively have experience and knowledge in the program areas and service requirements for the commodity or contractual services sought.

2. At least three persons to a negotiation team to conduct negotiations during a competitive sealed reply procurement. The negotiation team members must collectively have experience and knowledge in negotiating contracts, contract procurement, and the program areas and service requirements for the commodity or contractual services sought.

(b)1. If the value of a contract is in excess of \$1 million in any fiscal year, at least one of the persons conducting negotiations must be a certified contract negotiator.

2. If the value of a contract is in excess of \$10 million in any fiscal year, at least one of the persons conducting negotiations must be a Project Management Professional, as certified by the Project Management Institute. The Project Management Professional shall provide guidance based on his or her experience, education, and competency to lead and direct complex projects.

3. The department is responsible for establishing and disseminating the certification and training requirements for certified contract negotiators. Training must ensure that certified contract negotiators are knowledgeable about effective negotiation strategies, capable of successfully implementing those strategies, and involved appropriately in the procurement process. The department shall evaluate such training every 5 years in order to assess its effectiveness and update the training curriculum. A certified contract negotiator is required to complete training every 5 years for certification renewal. Qualification requirements for certification must include:

- a. At least 12 months' experience as a purchasing agent, contract manager, or contract administrator for an agency or a local governmental entity where at least 50 percent of the designated duties included procuring commodities or contractual services, participating in contract negotiation, contract management, or contract administration, or working as an agency attorney whose duties included providing legal counsel to the agency's purchasing or contracting staff.

- b. Experience during the preceding 5 years in leading at least two federal, state, or local government negotiation teams through a negotiated procurement, or participation in at least three federal, state, or local government negotiated procurements.

(18) Any person who supervises contract administrators or contract or grant managers that meet criteria for certification in subsection (15) shall annually complete public procurement training for supervisors within 12 months after appointment to the supervisory position. The department is responsible for establishing and disseminating the training course content required for supervisors.

(19)(a)1. Each agency must avoid, neutralize, or mitigate significant potential organizational conflicts of interest before a contract is awarded. If the agency elects to mitigate the significant potential organizational conflict or conflicts of interest, an adequate mitigation plan, including organizational, physical, and electronic barriers, shall be developed.

2. If a conflict cannot be avoided or mitigated, an agency may proceed with the contract award if the agency head certifies that the award is in the best interests of the state. The agency head must specify in writing the basis for the certification.

(b)1. An agency head may not proceed with a contract award under subparagraph (a)2. if a conflict of interest is based upon the vendor gaining an unfair competitive advantage.

2. An unfair competitive advantage exists when the vendor competing for the award of a contract obtained:

a. Access to information that is not available to the public and would assist the vendor in obtaining the contract; or

b. Source selection information that is relevant to the contract but is not available to all competitors and that would assist the vendor in obtaining the contract.

(c) A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency.

(20) Each agency shall establish a review and approval process for all contractual services contracts costing more than the threshold amount provided for in s. 287.017 for CATEGORY THREE which shall include, but not be limited to, program, financial, and legal review and approval. Such reviews and approvals shall be obtained before the contract is executed.

(21) In any procurement that costs more than the threshold amount provided for in s. 287.017 for CATEGORY TWO and is accomplished without competition, the individuals taking part in the development or selection of criteria for evaluation, the evaluation process, and the award process shall attest in writing that they are independent of, and have no conflict of interest in, the entities evaluated and selected.

(22) Nothing in this section shall affect the validity or effect of any contract in existence on October 1, 1990.

(23) An agency may contract for services with any independent, nonprofit college or university which is located within the state on the same basis as it may contract with any state university or college if the independent, nonprofit college or university:

(a) Is accredited by the Southern Association of Colleges and Schools; or

(b) Is authorized to operate within this state pursuant to chapter 1005, offers a professional degree, and is accredited by the Middle States Commission on Higher Education.

(24) The department, in consultation with the Chief Financial Officer and the state chief information officer, shall maintain a program for online procurement of commodities and contractual services. To enable the state to promote open competition and leverage its buying power, agencies shall participate in the online procurement program, and eligible users may participate in the program. Only vendors prequalified as meeting mandatory requirements and qualifications criteria may participate in online procurement.

(a) The department may contract for equipment and services necessary to develop and implement online procurement.

(b) The department shall adopt rules to administer the program for online procurement. The rules must include, but not be limited to:

1. Determining the requirements and qualification criteria for prequalifying vendors.

2. Establishing the procedures for conducting online procurement.
3. Establishing the criteria for eligible commodities and contractual services.
4. Establishing the procedures for providing access to online procurement.
5. Determining the criteria warranting any exceptions to participation in the online procurement program.

(c) The department may impose and shall collect all fees for the use of the online procurement systems.

1. The fees may be imposed on an individual transaction basis or as a fixed percentage of the cost savings generated. At a minimum, the fees must be set in an amount sufficient to cover the projected costs of the services, including administrative and project service costs in accordance with the policies of the department.

2. If the department contracts with a provider for online procurement, the department, pursuant to appropriation, shall compensate the provider from the fees after the department has satisfied all ongoing costs. The provider shall report transaction data to the department each month so that the department may determine the amount due and payable to the department from each vendor.

3. All fees that are due and payable to the state on a transactional basis or as a fixed percentage of the cost savings generated are subject to s. 215.31 and must be remitted within 40 days after receipt of payment for which the fees are due. For fees that are not remitted within 40 days, the vendor shall pay interest at the rate established under s. 55.03(1) on the unpaid balance from the expiration of the 40-day period until the fees are remitted.

4. All fees and surcharges collected under this paragraph shall be deposited in the Operating Trust Fund as provided by law.

(25) Each solicitation for the procurement of commodities or contractual services shall include the following provision: "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response."

(26)(a) For each contractual services contract of \$5 million or greater, the agency head shall establish a continuing oversight team after the contract has been awarded. The agency head shall appoint at least four persons, one of whom must be the certified contract manager, to the continuing oversight team. If the value of the contractual services contract is \$10 million or greater, at least one of the persons on the continuing oversight team must possess at least 5 years of experience in managing contracts of a similar scope or size. If the value of the contractual services contract is \$20 million or greater, the continuing oversight team shall consist of at least five persons; at least one of the persons on the continuing oversight team must be from an agency other than the agency or agencies participating in the contract. Members of the continuing oversight team must be agency employees and must collectively have experience and knowledge in contract management, contract administration, contract enforcement, and the program areas and service requirements for the contractual services purchased.

(b)1. For contracts of \$5 million or greater, each continuing oversight team must meet at least quarterly.

2. For contracts of \$10 million or greater, each continuing oversight team must meet at least monthly. A representative of the contractor must be made available to members of the continuing oversight team for at least one meeting every calendar quarter to respond to any questions or requests for information from the continuing oversight team concerning contractor performance.

(c)1. Within 30 days after the formation of the continuing oversight team, the continuing oversight team must convene an initial meeting with representatives of the contractor to achieve a mutual understanding of the contract requirements; to provide the contractor with an orientation to the contract management process; and to provide an explanation of the role of the continuing oversight team, contract manager, and contract administrator.

2. The continuing oversight team must meet to discuss the status of the contract, the pace of deliverables, the quality of deliverables, contractor responsiveness, and contractor performance. The contract administrator must be present at each meeting with the contract file and all applicable financial information. The continuing oversight team may submit written questions to the contractor concerning any items discussed during a continuing oversight

team meeting. The contractor must respond to the team's questions within 10 business days after receiving the written questions. The questions and responses must be included in the contract file.

(d) The continuing oversight team must notify, in writing:

1. The agency head and the department of any deficiency in a contractor's performance which substantially affects the pace of deliverables or the likelihood of the successful completion of the contract.
2. The agency head, the department, and the Office of Policy and Budget in the Executive Office of the Governor of any significant change in contract scope or any increase in the cost of the contract that is 5 percent of the planned contract cost or greater within the fiscal year for contractual service contracts of at least \$5 million.
3. The agency head, the department, the Office of Policy and Budget in the Executive Office of the Governor, and the legislative appropriations committees of any significant change in contract scope or any increase in the cost of the contract that is 5 percent of the planned contract cost or greater within the fiscal year for contractual service contracts of \$10 million or greater.

(27)(a) In determining whether a vendor is a responsible vendor, an agency may establish financial stability criteria and require a vendor to demonstrate its financial stability. If an agency requires a vendor to demonstrate its financial stability during the competitive solicitation process, the agency must accept any of the following as evidence of the vendor's financial stability:

1. Audited financial statements that demonstrate the vendor's satisfaction of financial stability criteria.
2. Documentation of an investment grade rating from a credit rating agency designated as a nationally recognized statistical rating organization by the Securities and Exchange Commission.
- 3.a. For a vendor with annual revenues exceeding \$1 billion, a letter containing a written declaration, pursuant to s. 92.525, issued by the chief financial officer or controller attesting that the vendor is financially stable and meets the definition of financial stability in paragraph (b).

b. For a vendor with annual revenues of \$1 billion or less, documentation, based on criteria established by the agency, evidencing that the vendor is financially stable and meets the definition of financial stability in paragraph (b). The criteria established by the agency shall be reasonably related to the value of the contract and may not include audited financial statements.

(b) For purposes of this subsection, the term "financial stability" means, at a minimum, having adequate income and capital and the capacity to efficiently allocate resources, assess and manage financial risks, and maintain financial soundness through the term of the contract.

(c) This subsection does not preclude an agency from requiring a performance bond for the duration of the contract, when appropriate.

(28) An agency may substitute verifiable, related work experience in lieu of postsecondary education requirements for contractual services pursuant to s. 112.219 if the person seeking the contract for services is otherwise qualified for such contract.

History.—s. 1, ch. 78-4; s. 2, ch. 80-206; s. 4, ch. 80-374; s. 1, ch. 82-121; s. 9, ch. 82-196; s. 3, ch. 83-99; s. 3, ch. 83-192; s. 7, ch. 86-204; s. 9, ch. 88-384; s. 1, ch. 89-377; s. 17, ch. 90-268; s. 8, ch. 91-162; s. 251, ch. 92-279; s. 55, ch. 92-326; s. 7, ch. 93-161; s. 11, ch. 94-322; s. 869, ch. 95-148; s. 6, ch. 96-236; s. 30, ch. 97-153; s. 82, ch. 98-279; s. 11, ch. 99-4; s. 50, ch. 99-8; s. 45, ch. 99-399; s. 33, ch. 2000-164; s. 11, ch. 2000-286; s. 56, ch. 2001-61; s. 4, ch. 2001-278; s. 37, ch. 2002-1; s. 15, ch. 2002-207; s. 331, ch. 2003-261; s. 20, ch. 2004-5; ss. 9, 58, ch. 2004-269; s. 1, ch. 2005-59; ss. 6, 15, ch. 2005-71; s. 6, ch. 2006-2; s. 4, ch. 2006-26; s. 19, ch. 2006-79; s. 25, ch. 2006-195; s. 1, ch. 2006-224; s. 8, ch. 2007-6; s. 15, ch. 2007-105; s. 6, ch. 2008-5; s. 13, ch. 2008-116; s. 5, ch. 2008-153; s. 4, ch. 2009-227; s. 9, ch. 2010-4; s. 19, ch. 2010-151; s. 13, ch. 2012-32; ss. 5, 6, ch. 2013-154; s. 1, ch. 2014-135; s. 25, ch. 2014-221; s. 19, ch. 2019-118; s. 1, ch. 2020-117; s. 4, ch. 2021-225; s. 1, ch. 2022-216; s. 59, ch. 2023-8; s. 3, ch. 2023-256.

January 2nd, 2024

CITY COUNCIL AGENDA ITEM

RESOLUTION 2024-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON TO PURCHASE ONE WHISPERWATT DIESEL POWERED AC GENERATOR MODEL # DF-2400K 3 PHASE FOR EMERGENCY SERVICE AND STORM HAZARD MITIGATION FOR THE CITY OF WILLISTON SEWER LIFT STATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

TOPIC: 175KW Diesel Generator for Emergency Lift Stations,

REQUESTED BY: DONALD BARBER, PUBLIC WORKS SUPERVISOR

BACKGROUND / DESCRIPTION:

FRWA contacted the City of Williston to offer the sale of a 175KW Diesel Generator to the city. This generator has been used solely for emergency backup for member services from FRWA. The City spends over ten-thousand dollars each year on emergency rentals when serious storm systems make land fall. This is a portable Whisperwatt Diesel Generator which was originally \$150K when purchased. It is now being offered to the City of Williston for just over twenty-thousand dollars. This particular generator has recently been serviced with RING POWER of Gainesville and had the fuel service pump replaced for over twelve-thousand dollars. Staff would recommend this as a cost savings option for hurricane preparedness for the main Fugate Master Lift Station.

LEGAL REVIEW: None

FISCAL IMPACTS: YES, Not to exceed \$25K

RECOMMENDED ACTION: *Approval*

ATTACHMENTS: Sample pictures of Generator, Attachment A 1-4 / Invoices for Generator Rentals for Hurricanes, Attachment B 1-3

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2024-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON TO PURCHASE ONE WHISPERWATT DIESEL POWERED AC GENERATOR MODEL # DF-2400K 3 PHASE FOR EMERGENCY SERVICE AND STORM HAZARD MITIGATION FOR THE CITY OF WILLISTON SEWER LIFT STATION 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 critical storm hazard mitigation and preparation; and

WHEREAS, The City Council authorizes the purchase of a 175KW Diesel Generator for emergency lift station pumping; and

WHEREAS, The City Council authorizes the purchase not to exceed \$25,000 for acquisition and transportation; 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 AS FOLLOWS:

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

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

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED at a meeting of the City Council this 2nd day of January 2024.

CITY OF WILLISTON, FLORIDA

Debra Jones, Council President

ATTEST:

By: _____
Latricia Wright, City Clerk

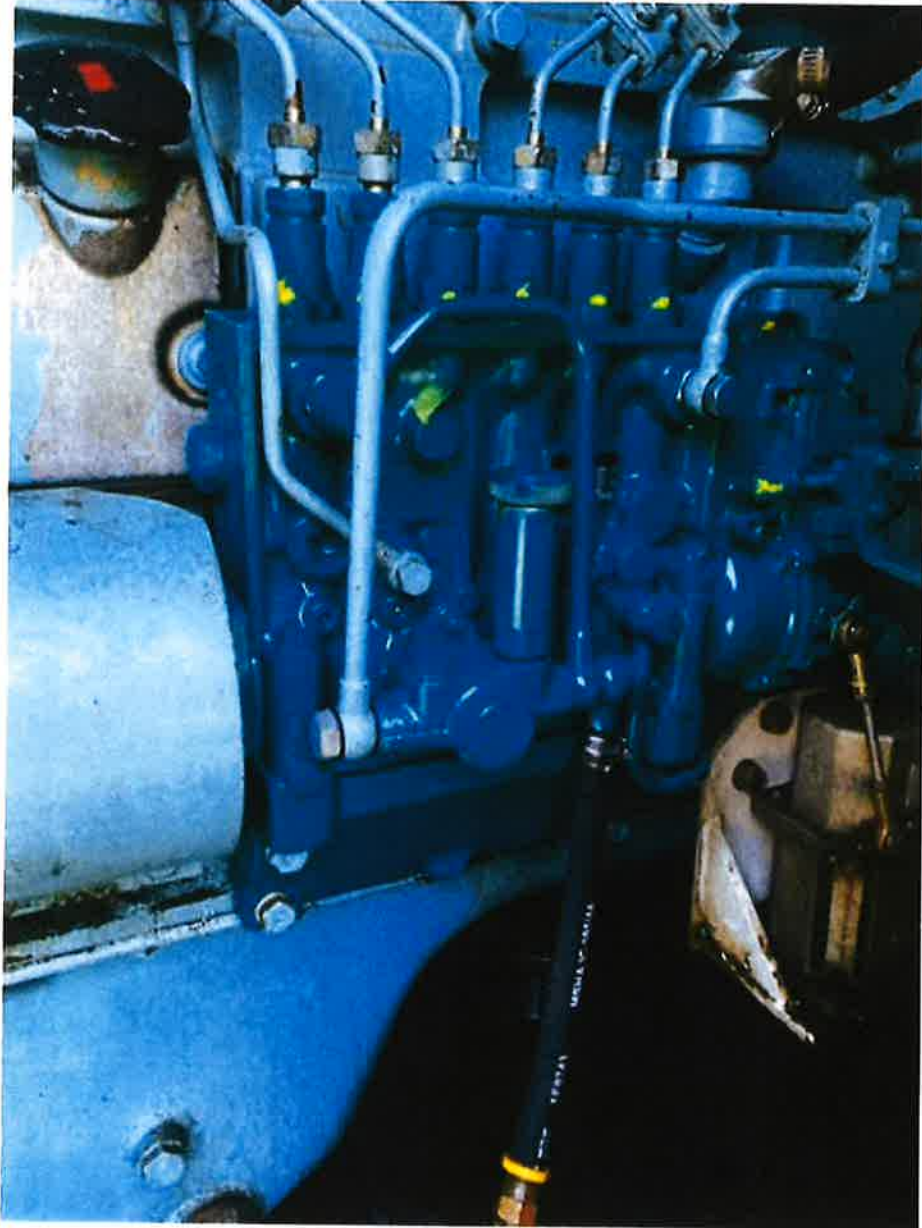
APPROVED AS TO FORM AND LEGALITY:

By: _____
Scott Walker or Kiersten Ballou,
City Attorney

ATTACHMENT A 1



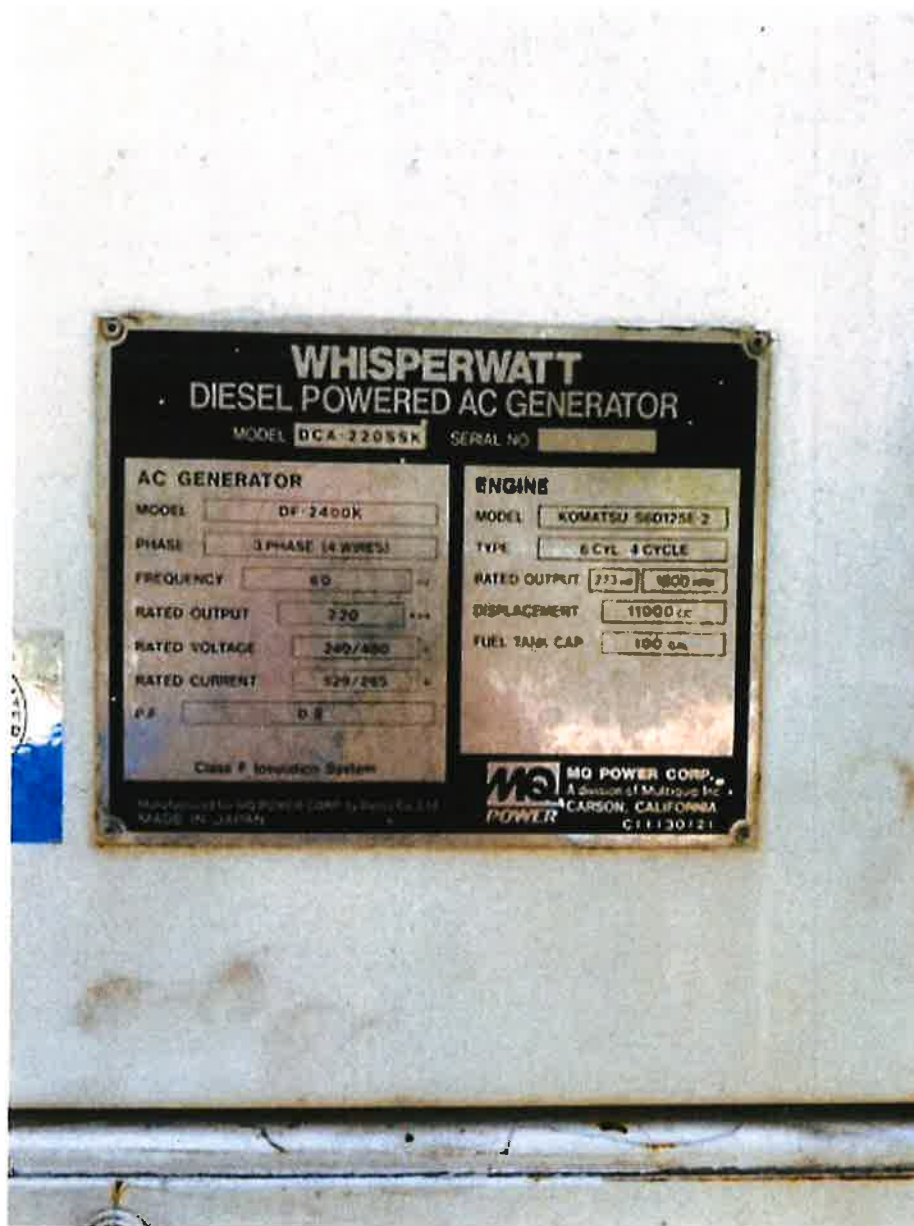
ATTACHMENT A 2



ATTACHMENT A 3



ATTACHMENT A 4



ATTACHMENT B 1

View Invoice: 143878490-0001 - GENERATOR



Invoice Header	Invoice Distributions	Invoice Payments	Notes
----------------	-----------------------	------------------	-------

Invoice Information

Invoice Date: 09/06/23
Due Date: 09/06/23
Discount Date: 09/06/23
A/P Account:
G/L Description:
Desc: GENERATOR
1099 Code: 0
Batch No: 55366
Batch Date: 09/30/23

Last Payment#: 73318
Last Paid Date: 10/25/23
Last Paid Amount: 6,646.67
PO Number: 0
Send To No: 1
Payment Address:

PO BOX 409211
ATLANTA GA 30384-9211

Orig Invoice Amt: 6,646.67
Invoice Bal: 0.00
Amount Paid: 6,646.67
Original Discount: 0.00
Discount Balance: 0.00
Retainage: 0.00

UBS Account Number: 0
UBS Location Code:

Edit This Information

\$13,065.58
 - 10/25/23
 10/25/23

ATTACHMENT B 2

View Invoice: 115308118-0001 - GENERATOR RENTAL



Invoice Header	Invoice Distributions	Invoice Payments	Notes
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Invoice Information

Invoice Date: 07/19/21

Due Date: 07/19/21

Discount Date: 07/19/21

A/P Account:

G/L Description:

Desc: GENERATOR RENTAL

1099 Code: 0

Batch No: 52510

Batch Date: 09/20/21

Last Payment#: 70058

Last Paid Date: 09/23/21

Last Paid Amount: 2,324.80

PO Number: 0

Send To No: 1

Payment Address: PO BOX 409211
ATLANTA GA 30384-9211

Orig Invoice Amt: 2,324.80

Invoice Bal: 0.00

Amount Paid: 2,324.80

Original Discount: 0.00

Discount Balance: 0.00

Retainage: 0.00

UBS Account Number: 0

UBS Location Code:

Edit This Information

ATTACHMENT B 3

View Invoice: 143878490-0002 - GENERATOR



Invoice Header	Invoice Distributions	Invoice Payments	Notes
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Invoice Information

Invoice Date: 09/06/23

Due Date: 09/06/23

Discount Date: 09/06/23

A/P Account:

G/L Description:

Desc: GENERATOR

1099 Code: 0

Batch No: 55366

Batch Date: 09/30/23

Last Payment#: 73318

Last Paid Date: 10/25/23

Last Paid Amount: 4,094.11

PO Number: 0

Send To No: 1

Payment Address: PO BOX 409211
ATLANTA GA 30384-9211

Orig Invoice Amt: 4,094.11

Invoice Bal: 0.00

Amount Paid: 4,094.11

Original Discount: 0.00

Discount Balance: 0.00

Retainage: 0.00

UBS Account Number: 0

UBS Location Code:

Edit This Information

Shop by
category

Q Search for anything

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donald_barber1897@gmail.com

st

[Continue as Donald](#)

To create your account, Google will share your name, email address, and profile picture with eBay. See eBay's [privacy policy](#) and [terms of service](#).

hvac3098 (2118)
99.2% positive [Seller's other items](#)
[Contact seller](#)**US \$27,999.00**

or Best Offer

Condition: **Used**[Buy It Now](#)[Add to cart](#)[Make offer](#)[♥ Add to watchlist](#)**People want this.** 20 people are watching this.**Pickup:** **Local pickup only** from Lakeland, Florida, United States. [See details](#)**Returns:** Seller does not accept returns. [See details](#)**Payments:**

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Seller assumes all responsibility for this listing.

eBay item number: **184587150234**Last updated on Sep 28, 2022 13:12:05 PDT [View all revisions](#)Have one to sell? [Sell now](#)

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IRONPLANET

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2014 Magnum MMG405 326 kW Mobile Generator Set

ITEM# 10602912
LOCATION Mandeville, Louisiana, United States,
MARKETPLACE  Marketplace-E



(132 - photos & videos)

[Print](#) [Email](#) [Share](#) [Share](#)

ENDS

[Subject to Offers](#)

RB Assist

10602912 81

HIGH OFFER

US \$30,000

22 offers


US \$

MAKE OFFER

BUY NOW PRICE

US \$44,400

BUY NOW

You will confirm this action on the next page. How it works. 

Add to Watch List 31 watchers

ITEM DETAILS

METER READING

10,342 Hours

SERIAL #

5AJG52137EB4XXXXX

408 kVA/326 kW Rated 3 Phase Output, 480 V / 208 V Rated Voltage, 240 V & 120 V Receptacles, Sound Attenuated, Bottom Mounted Fuel Tank, 2014 US EPA Label, John Deere 6135HF485S T U 6 Cylinder 460 kW 13.5 L Diesel Engine, Tri/A Trailer, Lunette Ring, Electric Brakes

****No Title available. Bill of Sale will be provided upon request to transfer ownership****



Financing 
US \$ 757

Inspection Report

Important Information

INSPECTION REPORT

Please note that you are bidding on an item offered without IronClad Assurance®. Only basic item condition details are provided for your review and consideration in a purchase decision.

GENERAL APPEARANCE



RB Assist

January 2nd, 2024

CITY COUNCIL AGENDA ITEM

RESOLUTION 2024-02

A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR THE PUBLIC WORKS DEPARTMENT WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE.

TOPIC: Miscellaneous Professional Services

REQUESTED BY: DONALD BARBER, PUBLIC WORKS SUPERVISOR/WALT NICKLE, WRIGHT-PIERCE

BACKGROUND / DESCRIPTION:

This is the fourth time for reestablishing a miscellaneous professional services fund. These funds have been used at the direct discretion of the City Council on projects that have affected Citizens and been used to address critical needs or emergencies. Staff are requesting the average amount used over the last two years, so that we save the time of the Council and address rising needs and costs.

LEGAL REVIEW: None

FISCAL IMPACTS: YES, Not to exceed \$75K

RECOMMENDED ACTION: *Approval*

ATTACHMENTS: Project Scope and Understanding Memorandum, Attachment A1 & A2. Attachment A-1 has a change made by the City Manager. It will be changed and a new A-1 attachment will be provided before Council Signature.

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2024-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR MISCELLANEOUS PROFESSIONAL SERVICES FOR THE PUBLIC WORKS DEPARTMENT WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Williston entered into a general Professional Consulting Services agreement with Wright-Pierce, Inc. on July 7, 2017; and

WHEREAS, The City of Williston extended this general Professional Consulting Services agreement on July 19, 2022; and

WHEREAS, The City of Williston desires to enter into add additional fee to an agreement with Wright-Pierce, Inc. for a project-specific Professional Consulting Services for Miscellaneous Professional Services for the Public Works Department; and

WHEREAS, the City has determined that it will be mutually beneficial for City Public Works staff to consult with Wright-Pierce regarding technical matters affecting the City such as operations and maintenance projects, grant applications, and general professional consultation, and other matters as they arise; and

WHEREAS, Wright-Pierce has submitted a proposal to be authorized between the City of Williston and Wright-Pierce, Inc.; and

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

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

SECTION 2. The City Council hereby accepts the quote and contract from Wright-Pierce, Inc. hereby exhibited as Exhibit A.

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 2nd day of January 2024.

CITY OF WILLISTON, FLORIDA

Debra Jones, Council President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Scott Walker or Kiersten Ballou
City Attorney

ATTACHMENT A 1



601 South Lake Destiny Road, Suite 290
Maitland, FL 32751
407.906.1776 | wright-pierce.com

December 15, 2023

Donald Barber, Utilities Supervisor
City of Williston, FL
50 North West Main Street
Williston, FL. 32696

SUBJECT: Miscellaneous Professional Services for the Public Works Department, Contract Modification Proposal

Dear Donald,

Wright-Pierce would like to thank the City of Williston (City) for the opportunity to submit this contract modification proposal to continue to provide professional engineering services associated with supporting the City's staff on miscellaneous project needs.

Project Background and Understanding

The City does not have a City Engineer but has numerous projects and tasks associated with operating, maintaining, and improving its public infrastructure for which they need regular input from a Professional Engineer. The City has a miscellaneous services agreement with Wright-Pierce to provide professional services on an as needed basis to assist with various projects and tasks in support of its Public Works Department. This agreement was established on June 8, 2021, with a fee amount of \$25,000. The agreement was modified on February 22, 2022, September 20, 2022, and May 2, 2023, with \$25,000 added each time.

To date, Wright-Pierce has performed work on 21 tasks under this agreement, several of them are still active, and the City has several more tasks pending that need our involvement. These pending tasks are associated with City operations and maintenance projects, grant applications, and general professional consultation. Therefore, an additional fee amount of \$75,000 is being requested.

Proposed Scope of Services

Wright-Pierce and its subconsultants will continue to provide professional engineering services on a task-by-task basis as requested by the City Manager, ~~Public Works Director, or the Utilities Supervisor.~~

OR THE CITY COUNCIL.

Deliverables

Wright—Pierce will provide deliverables as required for each task assigned under this contract.

Fee Estimate

We propose to complete the services on a time and material basis for an additional amount not to exceed \$75,000 unless additional compensation is approved by the City. We will bill the City on an hourly basis based on our employees' hourly rate times a 3.15 multiplier. Expenses will be billed at cost and subconsultants costs

*YOU WILL HAVE
A CORRECTED
VERSION FOR
SIGNATURE ON
JAN 2ND 2024.
JEB*

ATTACHMENT A 2

12/15/2023

Donald Barber, Utilities Supervisor

Page 2 of 2

will be billed at cost plus a 10% markup. Wright-Pierce will bill the City monthly and invoices will include summary comments regarding the services provided for the invoicing period.

Proposed Schedule

Wright-Pierce will continue to support the City as needed. For each assignment Wright-Pierce will provide the City a proposed schedule for that assignment.

We appreciate the opportunity to present this proposal and to serve the City of Williston. Should you have any questions or require additional information, please do not hesitate to contact me at (407) 785-5794 or at the e-mail address below.

Sincerely,

WRIGHT-PIERCE



Walter A. Nickel, PE
Senior Project Manager
Walter.nickel@wright-pierce.com

Williston Miscellaneous Professional Services

Contract Acceptance Signatures

Engineer: Wright-Pierce, Inc.

Owner: City of Williston

By:


Signature

By:

Signature

Date: December 14, 2023

Ryan T. Wingard, PE
Vice President

Date:

Debra Jones
City Council President

January 2nd, 2024

CITY COUNCIL AGENDA ITEM

RESOLUTION 2024-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR DEVELOPMENT OF IMPACT FEES WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE.

TOPIC: Development of Impact Fees Study

REQUESTED BY: DONALD BARBER, PUBLIC WORKS SUPERVISOR / WALT NICKLE, WRIGHT-PIERCE

BACKGROUND / DESCRIPTION:

This study and proposal would give the City Council the opportunity to consider increasing the revenue opportunities for General fund / or non-enterprise fund departments within the City of Williston municipal services. With the historic growth of the area, some of this data will allow the council to save the current and vested residents from possible increases in taxes. Few legal avenues are available for municipalities to generate revenue. With an aging infrastructure needing more of the funds generated from utility rates, it is important to analyze the other options provided our city for future improvement and investment in our parks, streets, fire, and police.

LEGAL REVIEW: None

FISCAL IMPACTS: YES, Not to exceed \$65K

RECOMMENDED ACTION: *Approval*

ATTACHMENTS: Project Scope and Understanding Memorandum, Attachment A1 - A5

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2024-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR DEVELOPMENT OF IMPACT FEES WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Williston entered into a general Professional Consulting Services agreement with Wright-Pierce, Inc. on July 7, 2017; and

WHEREAS, The City of Williston extended this general Professional Consulting Services agreement on July 19, 2022; and

WHEREAS, The City of Williston desires to enter into an agreement with Wright-Pierce, Inc. for a project-specific Professional Consulting Services for the Development of Impact Fees; and

WHEREAS, the City has determined that it will be mutually beneficial to proactively react to future developments and growth within their service area. This growth will strain the many services the City currently provides. To properly plan for this growth, the City wishes to implement impact fees for their parks, police, and streets departments/systems. Impact fees are typically applied to new developments and re-developments requiring an increased demand for services based on the identified level of service, near-term capital projects, and current and local data. Aspects of the Parks Department and Police Department needs can be, and frequently are, funded with impact fees, and streets can be funded in this way if they directly support and serve the new growth; and

WHEREAS, Wright-Pierce has submitted a proposal to be authorized between the City of Williston and Wright-Pierce, Inc.; and

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

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

SECTION 2. The City Council hereby accepts the quote and contract from Wright-Pierce, Inc. hereby exhibited as Exhibit A.

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 2nd day of January 2024.

CITY OF WILLISTON, FLORIDA

Debra Jones, Council President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Scott Walker or Kiersten Ballou,
City Attorney

ATTACHMENT A 1



601 South Lake Destiny Road, Suite 290
Maitland, FL 32751
407.906.1776 | wright-pierce.com

November 17, 2023

Donald Barber
Public Works Supervisor
City of Williston
50 N.W. Main Street
Williston, FL 32696

SUBJECT: Task Order Proposal for the Development of Impact Fees, City of Williston, FL

Dear Mr. Barber,

Wright-Pierce would like to thank the City of Williston (City) for the opportunity to submit this proposal to develop impact fees for various departments within the City. To provide you with the full services needed to meet your needs, we have teamed with Raftelis, a management consultant that specializes in finance-related services needed by local governments. Their capabilities related to impact fees coupled with Wright-Pierce's knowledge of the City of Williston's infrastructure needs makes this a truly uniquely qualified team.

Project Background & Understanding

The City is beginning to see an increase in development within their service area and this development is expected to continue to increase in the coming years. This growth will strain the many services the City currently provides. To properly plan for this growth, the City wishes to implement impact fees for their parks, police, streets, and stormwater departments/systems. Impact fees are typically applied to new development and re-development requiring an increased demand on services, based on the identified level of service, near-term capital projects, and current and local data. Aspects of the Parks Department and Police Department can be, and frequently are, funded with impact fees, streets can only be funded in this way if they directly support and serve the new growth, and stormwater typically cannot be funded at all due to the premise that new development is expected to mitigate their stormwater impacts as part of that development activity. Florida Statutes imposes other requirements and FS Chapter 163.31801 will be followed as part of our services. Therefore, the Wright-Pierce/Raftelis Team (Team) will provide the following Scope of Services that only focuses on developing impact fees for parks & recreation and police services.

Scope of Services

Task 1: Project Management / Initial Data Request

This task will involve coordinating with the City regarding data needs, project scheduling, expectations, and collection of data. This task will include the delivery of an initial data request along with a kick-off meeting with key staff from each department to review the impact fee study process and gain an understanding of the key issues to address.

ATTACHMENT A 2

11/17/2023

Donald Barber

Page 2 of 5

Task 2: Review of System Development Fee Methods and Policies

The Team will review available data and compile land use designations for police and parks impact fees using available data from sources such as Levy County Property Appraiser downloads, US Census data, and Institute of Transportation Engineers (ITE). Potential land use designations for fee application will be reviewed with staff to determine the appropriate level of detail, while considering equitability and administrative efforts.

This task also includes a review of development projections, including projections for various land use categories. The development projections will be used to determine capital cost allocations and level of service requirements within the capital planning period.

Finally, the Team will coordinate with City staff to update the current level of service statistics and determine any changes to the planned level of service pursuant to the plans in place for each department in the near future for capital improvements and staffing levels that may influence the impact fee calculations, as well as needs identified to serve future growth.

Task 3: Data Gathering and Review

The Team will hold an initial kick-off meeting that will include:

1. Interviews with City staff (police, parks, and planning).
2. Review of the data compiled and provided by the City in response to the data request prepared in Task 1.

Data that will be requested will include:

1. Fixed asset inventory (depreciation schedule).
2. Level of service standards (usually in a comprehensive plan).
3. Capital projects, equipment, and facilities required to provide the relevant municipal services, including the inventory of existing parks and recreation and police assets.
4. Population estimates and projections.
5. Service call information for police functions, if available.
6. Information regarding impact fees charged by other neighboring jurisdictions.
7. Any other data and information considered necessary to adequately perform the study.

ATTACHMENT A 3

11/17/2023

Donald Barber

Page 3 of 5

Task 4: Service Area Forecast

An evaluation of the current service area demographics, as well as a forecast of the service area needs, will be reviewed based on data available to the Team. Specifically, a review of the population forecast by type of dwelling unit (e.g., single family, multi family, etc.) and commercial development by land use type, if available (including the square footage of such developments located within the City and planned for the City), will be reviewed.

A review of the population projections and other service area demographics as contained in such documents as the City's Comprehensive Land Use Plan; U.S. Census data; other information provided by the Bureau of Economic and Business Research (BEER), University of Florida; data made available by the City's Planning Department; and other such information will be relied upon. If the City's Planning Department tracks upcoming development projects, based on applications and discussions with developers, this data will be reviewed and incorporated in the study. The purpose of this task is to identify the future demands for each service and to estimate the capital requirements (level of service relationship) required for the fair share cost apportionment of such costs to future growth. This task will include development of a functional population estimate for the various commercial land uses that we will use in the cost allocation and fee design tasks.

Task 5: Cost Allocation

The capital costs associated with meeting the relevant service requirements for new customers will be identified. These costs will be allocated among the various departments and also residential and commercial customer classifications, where appropriate. The allocation of such costs will be based on the service area demographics, level of service considerations, and development characteristics of the City, and other factors as deemed appropriate by the Team and the City.

Task 6: Design of Police and Parks & Recreation Impact Fees

The various impact fees will be calculated for a unit of service recognizing the utilization of capacity by an equivalent residential unit (e.g., single family residential), and will reflect the City's capital cost to serve such new development. This task will include the following:

1. Review of and, if appropriate, recommended changes to the City's current impact fee application methodology for parks and recreation.
2. Establishment of appropriate impact fee application methodology for police and parks & recreation.
3. Identification of appropriate impact fee methodology including the cost of constructing expansion related capital improvements (incremental or marginal cost method) or capital costs of existing facilities with capacity available to serve new development (System Buy In) or a combination of both methods, where appropriate.
4. Identification and analysis of existing facility costs based on asset or property records and expansion related costs based on the City's capital improvement program and master plans to provide municipal services to future service area needs for up to a 10-year planning horizon.

ATTACHMENT A 4

11/17/2023

Donald Barber

Page 4 of 5

5. Determination of level of service standards for police and parks & recreation impact fees.
6. Calculation of the impact fees based on full cost recovery.
7. Web meeting with staff to review preliminary impact fee designs and obtain comments.

Task 7: Fee Comparisons

A comparison of the City's existing and proposed municipal impact fees for an equivalent residential unit and commercial development will be made with similar fees charged by other neighboring jurisdictions.

Task 8: Municipal Impact Fee Report and Presentation

The Team will prepare a technical report detailing the data and assumptions relied upon to develop the proposed police and parks & recreation impact fees, including supporting documentation that addresses compliance with the State of Florida's Impact Fee Act and our conclusions and recommendations.

The Team will provide a draft report and attend a web meeting with the City to review and finalize the report. We will also develop a briefing document for use at a City Council workshop. Should the City Council provide direction for additional analysis, any additional scope of services will be addressed as needed. The Team will attend one public meeting in support of the municipal impact fees, including presentation of any updates to the impact fees based on City Council input.

Please note there are certain statute provisions that must be met including F.S. 163.31801, "The local government must provide notice not less than 90 days before the effective date of an ordinance or resolution imposing a new or increased fee."

Task 9: Update Impact Fee Ordinance

The Team will assist the City in reviewing and updating the police and parks & recreation impact fee ordinances. The review of the ordinances may include issues such as the level of fees charged per unit of service and methodology for application, allowance for alternative methods of calculation, and establishment of a fund for the use of monies as considered necessary for the adoption of the fee. We will rely on the City's attorney to draft the ordinance, to which we will provide review and comments to align with the study findings.

Schedule

Tasks 1 through 7 will be completed within one hundred eighty (180) days from receipt of Notice to Proceed except for delays beyond the reasonable control of the Team. Tasks 8 through 9 will be completed as mutually agreed.

Compensation

The Team will complete the above Scope of Services for the Lump Sum amount of \$54,700 and will be Invoiced Monthly In Accordance With Our General Services Contract.

ATTACHMENT A 5

11/17/2023
Donald Barber
Page 5 of 5

Clarifications & Exclusions

1. The City will assist the Consultant by furnishing, at no cost to the Consultant, all available pertinent information including updates of previously provided data and new data if applicable to reports, financial statements, budgets, cost estimates, agreements, ordinances, codes, and any other data relative to performance of the above services for the project. It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by the Consultant without independent verification of the same.
2. Additional Services will be provided as specifically requested by the City for other matters not provided for in the scope of services, such as but not limited to: review and addition of land uses for fee application, preparation for and attendance at additional meetings not specified above; changes, adjustments and/or modifications of final study recommendations after the final draft; development of alternative impact fee structures; meetings with development, builders associations, or other stakeholders.

If this proposal is acceptable, please provide an executed Resolution and Professional Services Task Order. We appreciate the opportunity to present this proposal and look forward to working with you and your staff. If you have any questions or require additional information, please do not hesitate to contact me at 407.794.1734 or at the e-mail address listed below.

Sincerely,
WRIGHT-PIERCE



Walter A. Nickel, PE
Senior Project Manager
walter.nickel@wright-pierce.com

Professional Services Task Order for the Development of Impact Fees, City of Williston, FL Contract Acceptance Signatures

Engineer: Wright-Pierce

Owner: City of Williston

By:


Signature

By:

Signature

Date: November 17, 2023

Date:

Ryan T. Wingard, PE, Vice President

January 2nd, 2024

CITY COUNCIL AGENDA ITEM

RESOLUTION 2024-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON TO APPROVE CONTRACT IN ORDER TO INSTALL MAIN SERVICE FOR NATURAL GAS .

TOPIC: Natural Gas service line extension and tap on SW Main

REQUESTED BY: DONALD BARBER, PUBLIC WORKS SUPERVISOR

BACKGROUND / DESCRIPTION:

The two-inch steel Gas line that is on the east side on SW Main Street across from Sparr building supply needs a two in T tap and extension of the service to the newly installed natural gas generator to the Sparr Building supply. The business has paid the necessary fees to hookup and the welding and insertion of a two-inch tap is beyond the capabilities of the City of Williston staff and technology. Sparr is hoping to be better prepared for any hurricane or natural disaster.

LEGAL REVIEW: None

FISCAL IMPACTS: YES, Not to exceed \$9500

RECOMMENDED ACTION: *Approval*

ATTACHMENTS: Equix Quote, Attachment A

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2024-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON TO APPROVE CONTRACT IN ORDER TO INSATLL MAIN SERVICE FOR NATURAL GAS.

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 to provide gas utilities to a local business; and

WHEREAS, the purchasing price is \$7,985.62 and is not to exceed \$9,500

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

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

SECTION 2. The City Council hereby 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 2nd day of January 2024.

CITY OF WILLISTON, FLORIDA

Debra Jones, Council President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Scott Walker or Kiersten Ballou,
City Attorney

ATTACHMENT A



October 6th, 2023

Florida Gas Utility
4619 NW 53rd Avenue
Gainesville, FL 32653
Katie Hall

RE: Sparr Building and Farm Supply Commercial Service

Dear Mrs. Hall,

Equix Energy Services is pleased to present the following pricing request for the installation of new commercial service for the Sparr Building and Farm Supply at 240 South Main Street, Williston, Florida for a Lump Sum price of \$ 7,985.62. This price includes:

- Mobilization
- Labor and Equipment to install 120 linear feet of 1/4" PE via HDD
- Installation and tap of one 1/4" steel tee
- Soft Restoration (Seed/Hay)

A handwritten signature in black ink that reads "Jeff Winters".

Jeff Winters
Area Manger
jwinters@equixinc.com

EquixInc.com

32410 Blue Star Hwy
Midway, FL 32343

**Building Confidence
Since 1985**

A large, thick green swoosh graphic that starts from the bottom left and curves upwards and to the right, ending near the top right of the page.

January 2nd, 2024

CITY COUNCIL AGENDA ITEM

RESOLUTION 2024-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON TO APPROVE OUTSIDE CONTRACT WORK IN ORDER TO INSTALL GAS SERVICE FOR NEW COMMERCIAL CONNECTION OF SERVICES.

TOPIC: Natural Gas service line extension and tap on SW 7th Ave

REQUESTED BY: DONALD BARBER, PUBLIC WORKS SUPERVISOR

BACKGROUND / DESCRIPTION:

The two-inch steel Gas line that is on the south side on SW 7th street across from Crossword Community Church needs a two in T tap and extension of the service to the newly installed natural gas service to the new Levy animal Clinic building. The business has paid the necessary fees to hookup and the welding and insertion of a two-inch tap is beyond the capabilities of the City of Williston staff and technology.

LEGAL REVIEW: None

FISCAL IMPACTS: YES, Not to exceed \$7500

RECOMMENDED ACTION: *Approval*

ATTACHMENTS: Equix Quote, Attachment A

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2024-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON TO APPROVE OUTSIDE CONTRACT WORK IN ORDER TO INSATLL GAS SERVICE FOR NEW COMMERCIAL CONNECTION OF SERVICES.

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 to provide gas utilities to our local commercial businesses; and

WHEREAS, the purchasing price is \$6,900 and is not to exceed \$7,500

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

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

SECTION 2. The City Council hereby authorizes the funds for acquisition of needed services for new service operations.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

PASSED AND ADOPTED at a meeting of the City Council this 2nd day of January 2024.

CITY OF WILLISTON, FLORIDA

Debra Jones, Council President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

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



ATTACHMENT A

November 21, 2023

Katie Hall
4619 NW 53rd Ave
Gainesville FL, 32653

RE: Hot Tap Work

Dear Mrs. Hall,

Equix Energy Services, LLC proposes to install a two-inch mueller steel tapping tee and make the hot tap for the lump sum of \$6,900.00, this price will include the following.

- MOB in and out
- Installation
- Restoration (Soft)
- Testing
- Tapping

Proposed Schedule: One Day

Please note the contract pricing is an approximant quote based on the information Equix has been provide.

We appreciate the opportunity to perform this work. Please let me know if you have any additional questions or clarifications.

Thank You

A handwritten signature in black ink that reads "Jeff Winters".

Jeff Winters
Area Manger
jwinters@equixinc.com

Equix Energy Services, LLC
32410 Blue Star Hwy
Midway, FL 32343

"An Affirmative Action Equal Opportunity Employer"

Building Confidence
Since 1985



January 2nd, 2024

CITY COUNCIL AGENDA ITEM

RESOLUTION 2024-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON TO APPROVE CONTRACT WORK IN ORDER TO ACHIEVE COMPLIANCE TO OUR NORHTWEST NATURAL GAS GATE STATION NUMBER THREE.

TOPIC: Natural Gas Gate Station Number Three Repair for Compliance

REQUESTED BY: DONALD BARBER, PUBLIC WORKS SUPERVISOR

BACKGROUND / DESCRIPTION:

During the Public Service Commission yearly inspection, one of the issues identified by the inspector was the condition of NW 7th Street Gate station three. A few months ago, the council approved the replacement of all mechanisms and components to be replaced through a sole source provider called DevTech. After analyzing the site, it was found that the new station cannot be safely hooked up without critical work done on both the inlet and outlet connections. Staff has identified these additional repairs and the scope of work necessary to bring the station into current and future compliance.

LEGAL REVIEW: None

FISCAL IMPACTS: YES, Not to exceed \$125K

RECOMMENDED ACTION: *Approval*

ATTACHMENTS: Equix Quote, Attachment A / MAP Attachment B

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2024-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON TO APPROVE CONTRACT WORK IN ORDER TO ACHIEVE COMPLIANCE TO OUR NORHTWEST NATURAL GAS GATE STATION NUMBER THREE.

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 repairs of our gas gate station valves on NORHTWEST 7th street, or gate station three; and

WHEREAS, the purchasing price is \$112,498 and is not to exceed \$125,000

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

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

SECTION 2. The City Council hereby authorizes the funds for the repair of essential equipment for continued safe and effective operations.

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

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PASSED AND ADOPTED at a meeting of the City Council this 2nd day of January 2024.

CITY OF WILLISTON, FLORIDA

Debra Jones, Council President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Scott Walker or Kiersten Ballou,
City Attorney

ATTACHMENT A



Energy Services, LLC.

October 6th, 2023

Florida Gas Utility
4619 NW 53rd Avenue
Gainesville, FL 32653
Katie Hall

RE: Regulator Station Replacement

Dear Mrs. Hall,

Equix Energy Services is pleased to present the following pricing request for the removal and replacement of a regulator station in Williston, FL. This proposal includes the labor and equipment for the installation of two 4" ANSI 150 Stopper Fittings, three 4" ANSI 150 valves, one 3-way tee, fabrication of regulator piping, testing of new piping, removal and assembly of new regulator station for the lump sum total of \$ 112,498.00. Proposal also includes gravel for the station and removal and replacement of one side of the existing fencing, if the city wishes to replace the fencing themselves the pricing can be changed to reflect that. Please note this price does not include material.

Thank You

A handwritten signature in black ink that reads "Jeff Winters".

Jeff Winters
Area Manger
jwinters@equixinc.com

EquixInc.com

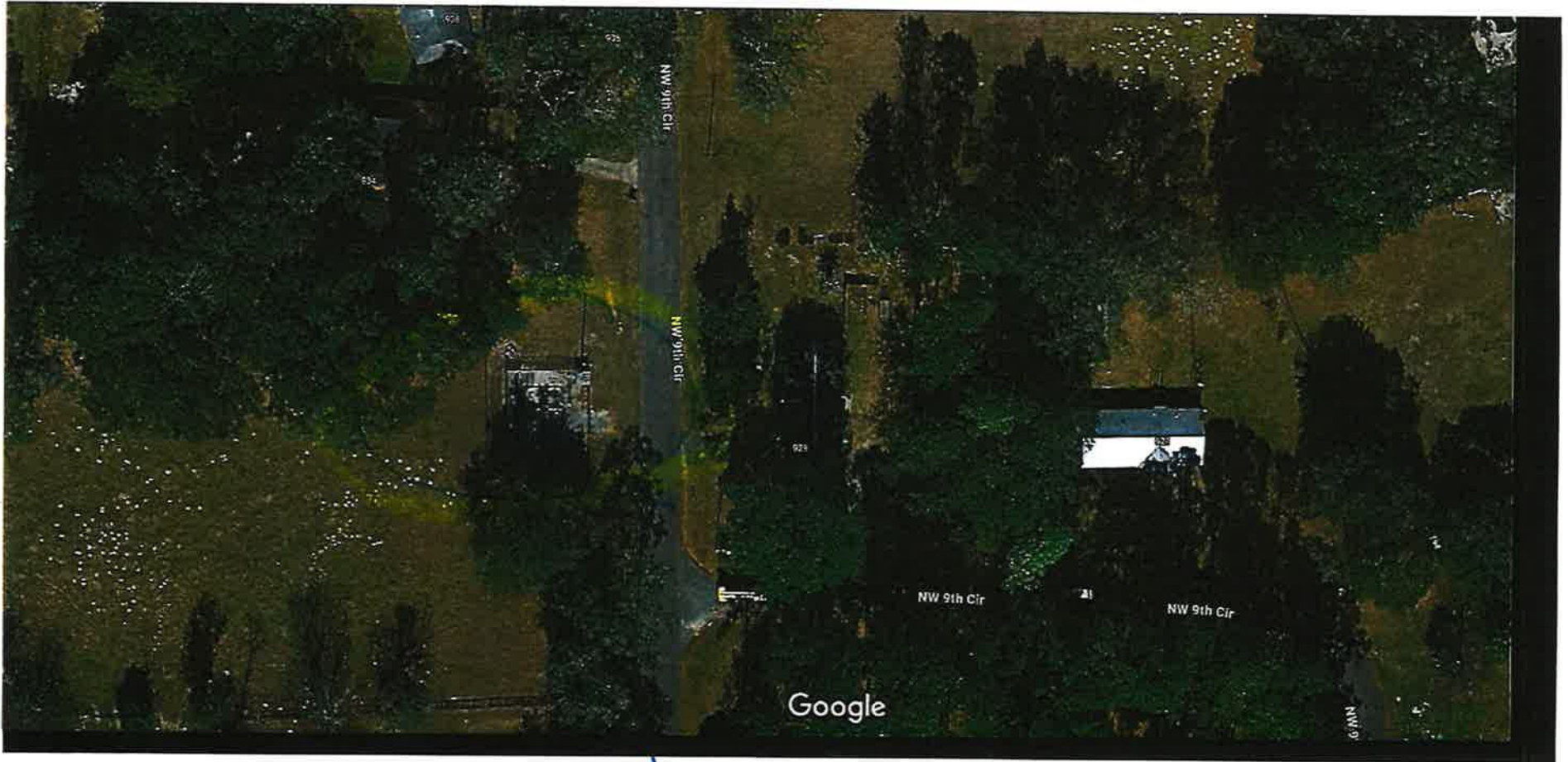
32410 Blue Star Hwy
Midway, FL 32343

**Building Confidence
Since 1985**

A large, thick green swoosh graphic that starts from the bottom right and curves upwards and to the left, ending near the "Building Confidence" text.



ATTACHMENT B



Imagery ©2023 Airbus, Map data ©2023 20 ft

NW 7th Gate Station #3

January 2nd, 2024

CITY COUNCIL AGENDA ITEM

RESOLUTION 2024-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON TO APPROVE CONTRACT WORK IN ORDER TO MAKE NECESSARY REPAIRS TO OUR GAS MAIN INFRASTRUCTURE.

TOPIC: Natural Gas Southeast 4th Street repair of Main and valves

REQUESTED BY: DONALD BARBER, PUBLIC WORKS SUPERVISOR

BACKGROUND / DESCRIPTION:

Three weeks ago, a leak was identified on Southeast 4th Street. The Gas department excavated the area in search of the source of the problem. It was identified to be coming from the valve itself. After exercising and following standard procedure, staff concluded that the valve needed to be isolated and removed. Then the main will require a replacement or substitute valve to be installed. This is outside the scope of equipment and expertise of field staff currently.

LEGAL REVIEW: None

FISCAL IMPACTS: YES, Not to exceed \$25K

RECOMMENDED ACTION: *Approval*

ATTACHMENTS: Equix Quote, Attachment A / MAP Attachment B

ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2024-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON TO APPROVE CONTRACT WORK IN ORDER TO MAKE NECESSARY REPAIRS TO OUR GAS MAIN INFRASTRUCTURE.

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 repairs to our gas infrastructure on SE 4th street; and

WHEREAS, the purchasing price is \$19,534 and is not to exceed \$25,000

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

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

SECTION 2. The City Council hereby authorizes the funds for the purchase of needed repairs for safe and affective 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 2nd day of January 2024.

CITY OF WILLISTON, FLORIDA

Debra Jones, Council President

ATTEST:

By: _____
Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Scott Walker or Kiersten Ballou,
City Attorney



ATTACHMENT A

December 6, 2023

Katie Hall
4619 NW 53rd Ave
Gainesville FL, 32653

RE: 2" Steel Bypass

Dear Mrs. Hall,

Equix Energy Services, LLC proposes to install a 10', 2" steel gas main relocate for the lump sum of \$19,534.00, this price will include the following.

Scope of work:

- (1) mobilization
- Installation of two 2" bottom out stoppers, two 2" elbows, and one 2" steel ball valve
- Materials
- Pigging, testing, and purging of gas main
- (1) demobilization

Clarifications:

- Pricing is based on plans provided by FGU
- All survey and/or layout to be provided by others
- Excavation and backfill will be preformed by others

Proposed Schedule: 2 working days from notice to proceed

Work will be invoiced upon completion net due 30 days from the date of the invoice without retainage or pay when paid clauses.

We can begin work within 1 week of notice to proceed and receiving this letter back via email with an authorized signature agreeing to this proposal.

If you have any questions, please let me know.

Sincerely,

Jeff Winters

Authorized Signature for Florida Gas Utility

Date

Equix Energy Services, LLC
32410 Blue Star Hwy
Midway, FL 32343

"An Affirmative Action Equal Opportunity Employer"

Building Confidence
Since 1985





Imagery ©2023 Airbus, Map data ©2023 20 ft

ATTACHMENT B

Date: January 2, 2024

CITY COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2024-08: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR CITY ENGINEERING SERVICES WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED: CITY PLANNER LAURA JONES.

BACKGROUND / DESCRIPTION:

The Community Redevelopment Agency approved the attached proposal and Resolution for Wright-Pierce to manage the Block 12 Parking Lot Repaving Project. As the contract for continuing services is between the City of Williston and Wright-Pierce, the CRA's attorney's (Folds and Walker) advised that the City Council be made aware of this agreement and approve the resolution.

This proposal will provide construction administration services for the Williston Downtown Parking Lot (Block 12) and will include the following:

- Material List, Loan Document Review and Scheduling
- Bidding Services for Paving and Drainage Improvements
- Construction Administration

LEGAL REVIEW: Complete

FISCAL IMPACTS: \$82,500 for CRA. No fiscal obligation to General Fund.

RECOMMENDED ACTION: Approve Resolution 2024-08

ATTACHMENTS: Proposal and Resolution 2024-08

CRA BOARD ACTION:

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

RESOLUTION 2024-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE WILLISTON CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT FOR PROJECT-SPECIFIC PROFESSIONAL CONSULTING SERVICES FOR CITY ENGINEERING SERVICES WITH WRIGHT-PIERCE, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Williston entered into a general Professional Consulting Services agreement with Wright-Pierce, Inc. on July 7, 2017; and

WHEREAS, The City of Williston extended this general Professional Consulting Services agreement on July 19, 2022; and

WHEREAS, The City of Williston desires to enter into an agreement with Wright-Pierce, Inc. for a project-specific professional consulting services for Construction Management and Loan Administration Services for the Williston Downtown Parking Plan (a.k.a. Block 12); and

WHEREAS, the City has determined that it will be mutually beneficial to have Wright-Pierce provide Construction Management and Loan Administration Services for the Williston Downtown Parking Plan (a.k.a. Block 12); and

WHEREAS, Wright-Pierce has submitted a proposal to be authorized between the City of Williston and Wright-Pierce, Inc.; and

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

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

SECTION 2. The City Council hereby accepts the quote and contract from Wright-Pierce, Inc. hereby exhibited as Exhibit A.

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 2nd day of January 2024.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Scott Walker, or Kiersten Ballou
City Attorney

November 28, 2023

Terry Bovaird
City Manager
City of Williston
50 N.W. Main Street
Williston, FL 32696

SUBJECT: Task Order Proposal for Williston Downtown Parking Plan (a.k.a. Block 12) Construction Management and Loan Administration, City of Williston, FL

Dear Mr. Bovaird,

Wright-Pierce would like to thank the City of Williston (City) for the opportunity to submit this proposal to provide construction administration services for the above referenced project. Construction administration services will be provided for the various improvements associated with the Williston Downtown Parking Plan in the area otherwise known as Block 12.

Project Background/Understanding

The project is located at the northeast corner of North Main Street (SR 121) and East Noble Avenue (SR 27). As currently designed, the project includes revitalization of the strip of commercial buildings fronting North Main Street and East Noble Avenue, reconstruction of the parking facilities and open space behind the businesses, and new sanitary, water, storm drainage, gas, and electrical services to the commercial buildings. The site and utility improvements, located behind the commercial businesses, were designed by Burrell Engineering (Site Improvement Plans For Williston Downtown Parking Plan dated March 14, 2022). All the noted utility services are owned, operated, and maintained by the City of Williston. The City obtained a construction loan through the Community Redevelopment Agency (CRA) and the City intends to self-perform the construction of the noted utilities. The site paving and storm drainage work will be publicly bid and constructed.

Part of administering the CRA loan requires construction oversight, tracking of project progress, review and approval of disbursement requests, and other grant related coordination as they may be obtained. Since the City intends on self-performing much of the project's construction, the City asked Wright-Pierce to submit this proposal to provide third-party oversight of the loan administration efforts and to provide overall project management and administration. Therefore, Wright-Pierce proposes the following Scope of Services that further defines the Scope of Work, Schedule, and Compensation necessary to provide this oversight.

Scope of Services

Scope of Work

Task 1: Materials List, Loan Document Review, and Scheduling

Wright-Pierce will provide the following services to initiate the project:

- **Materials List:** The City has requested that Wright-Pierce assist their staff with the procurement of materials by creating a detailed materials quantities list for the noted utility services. This list will be segregated by utility type and will be based on the construction documents provided by the City to Wright-Pierce.
- **USDA Loan Application Assistance:** Wright-Pierce will assist the City and Fred Fox Enterprises in developing a USDA Loan Application. Fred Fox will take the lead in developing the loan application and Wright-Pierce will assist by providing an updated project cost estimate. The updated cost estimate will be based on bids previously received for this project and provided to Wright-Pierce by the City. Wright-Pierce will update the bids based on standard engineering escalation factors. The cost estimate will identify costs for, 1) work to be self-performed by the City and 2) work that will be bid out.
- **Loan Documentation Review:** Wright-Pierce will meet with representatives from the City including the CRA, Finance Department, Public Works and Planning Department to review and discuss loan requirements, required documentation, and payment and construction completion schedules.
- **Preconstruction Meeting:** A preconstruction meeting will be held on site to review and discuss the construction documents, anticipated construction schedule, phasing, planned service outages, temporary utility needs, inspection and testing needs and frequencies, and loan performance and loan compliance documents. We expect representatives from the City's Public Works and Finance Department's to attend. Representatives from Burrell Engineering will be requested to attend as well. Wright-Pierce will develop the agenda and meeting minutes and distribute these to all attendees via e-mail.
- **Construction Schedule:** Using information gathered at the preconstruction meeting, Wright-Pierce will develop a construction schedule that will include phases of work per utility, major inspection and testing points, planned outages, substantial completion date, and final completion date.

Task 1 Deliverables

The following documents will be provided as PDFs and transmitted to the City via email:

- Materials List
- Project Cost Estimate
- Preconstruction Meeting Agenda and Meeting Minutes.
- Initial Construction Schedule

Task 2: Bidding Services for Paving and Drainage Improvements

Burrell Engineering prepared bid documents for this project and it was publicly bid in March 2021, but no contract was awarded. As part of this Construction Administration project, the City would like to rebid the project in 2024 and construct the paving and drainage work within the Burrell prepared documents.

Wright-Pierce will assist the City in rebidding the paving, curbing, drainage, and ancillary components of this project. The Florida Board of Professional Engineers has specific requirements when a different engineer/engineering firm takes over another engineer's work. However, Wright-Pierce is not taking over the role of Engineer of Record. Under this Task, services are limited to providing construction administration related to bidding, contract interpretations, bid evaluations, and contract award. Any design and/or technical questions, interpretations, or design modifications will be directed to Burrell Engineering for them to address. It is assumed the City will enter into a separate engineering agreement with Burrell Engineering to cover expenses associated with their continued involvement and will support Wright-Pierce coordination with Burrell Engineering during the project. Wright-Pierce will provide the following bidding services:

- Update milestone dates and durations within the Burrell bid documents to reflect the current bidding and construction schedule.
- Redline or redact language from the Burrell bid documents that is not pertinent to the paving and drainage improvements.
- Work with the City to advertise the project in local newspapers.
- Publish the electronic bid documents on Wright-Pierce's Online Plan Room.
- Provide hardcopy sets of bid documents for local contractors that do not obtain plans from Wright-Pierce's Online Plan Room. The Florida Board of Professional Engineers requires that engineer-prepared bid document be signed and sealed by a licensed engineer. As Engineer of Record, Burrell Engineering will need to digitally sign and seal the electronic bid documents and "wet sign and seal" the hardcopy sets. An additional digitally signed and sealed set will also be required from Burrell Engineering for construction purposes (construction documents).
- Conduct a pre-bid meeting at the City and invite Bidders to review the project.
- Coordinate with Burrell Engineering if design or technical questions are received from bidders and prepare an addendum during the bidding process. If needed, Burrell Engineering will be required to make any design changes to the documents. Addenda will be posted on the Wright-Pierce Online Plan Room.
- Conduct a bid opening meeting, provide a bid tabulation to the City, review the bids, and provide a recommendation of award based on the City's criteria for selection.
- Coordinate with City, Contractor, and Burrell Engineering during execution of the bid documents (contract documents).

Task 2 Deliverables

The following documents will be provided as PDFs and transmitted to the City via email unless otherwise noted:

- Redlines/redacted bidding documents, eight hardcopy sets.
- List of contractors contacted prior to the bid.
- Prebid Meeting Minutes, also posted on the Wright-Pierce Online Plan Room.
- Addendums issued. Addendums also posted on the Wright-Pierce Online Plan Room.
- Bid Tabulation.
- Recommendation of Award.
- Digitally signed and sealed set (by Burrell Engineering) of the executed contract documents for City and Contractor.

Task 3: Construction Administration

Wright-Pierce will provide the following services during construction:

- Conduct twice per month construction status meetings (for 6 months) either on-site or at City Hall.
- Perform twice per month on-site observations (for 6 months) of the project to verify reasonable conformity with the construction documents. These observations will be performed on the same day as the above construction status meetings. Wright-Pierce will document and identify discrepancies or work defects. It is assumed the City will provide full-time, on-site construction observation. Wright-Pierce will coordinate with City staff during these visits. We expect to be on site for 6 hours for each visit.
- Verify quantities/limits of constructed work for the purpose of determining accuracy of Contractor payment requests and loan disbursements during our twice per month on-site observations. It is assumed the City's on-site representative will be confirming daily quantities with the Contractor. Wright-Pierce will review these daily quantity reports during the twice per month site visits.
- Perform up to six additional site observations as requested by the City to address interpretation of the contract documents and their application to field conditions.
- Review on a weekly basis daily field observation reports prepared by City staff.
- Review on a monthly basis work records for the project prepared by and for the City staff.
- Review on a weekly basis City-initiated project related material purchase orders, up to twenty purchase orders expected.
- Review Contractor prepared monthly pay requisitions.
- Review construction material and other testing results provided by the City and/or Contractor.
- Prepare and submit payment requisitions to the CRA for the disbursements/reimbursements to involved parties.
- Coordinate requests for information (RFI's) between the City/Contractors and the Engineer of Record.
- Attend up to four City Council meetings to update the City of project progress.
- Coordinate and prepare work change directives and change orders (four are assumed). Design-related issues will require input and direction from the Engineer of Record.
- Review City and Contractor prepared documentation for final Record Drawings.

- Generate Substantial Completion walkthrough and punch list.
- Prepare Record Drawings based on information provided by the City and Contractor. As-Builts will consist of redlines of the original Burrell-prepared construction documents.
- Perform Final Completion walkthrough and prepare letter documenting project acceptance.

Task 3 Deliverables

The primary deliverable for this task will be the maintenance and record keeping of the following documents:

- Project-related correspondence.
- Summary memo of review of daily field and inspection reports.
- Twice per month construction meeting notes.
- Updated construction schedule.
- RFIs and their disposition (work directives/change orders).
- Test results.
- Construction photographs.
- City provided work logs.
- City provided purchase orders.
- Pay Request from others.
- Records of loan disbursements/reimbursements.
- Record Drawings, two hardcopy sets.
- Punch lists.
- Project acceptance letter.

A final PDF copy of these records will be provided to the City at project completion.

Schedule

We expect the preconstruction meeting to be held in the first quarter of 2024 and for substantial completion to occur six months thereafter, with final completion and acceptance within 45 days thereafter.

Compensation

Wright-Pierce will complete the above Scope of Services on a time and materials basis with a not to exceed fee of **\$82,500**. A further breakdown of our fee is as follows:

Task 1: Materials List, Loan Document Review, and Scheduling	\$9,300
Task 2: Bidding Services for Paving and Drainage Improvements	\$10,100
Task 3: Construction Administration	\$63,100

Our time and efforts are directly tied to the duration of construction, and construction beyond that indicated in the Schedule will require increases to our fees. Fees will be invoiced monthly in accordance with our General Services Contract.

Clarifications and Exclusions

1. Permit fees are not included in the Scope of Services, and it is expected that the City will pay for all permits and associated review fees related to the project.
2. Material and construction related testing is not included in this Scope of Services, and it is expected that the City will pay for all testing required in association with their part of the construction work.
3. Daily observations are not included in this Scope of Services and are expected be performed by the City.
4. Wright-Pierce is not the Engineer of Record for this project and cannot provide design related modifications or deviations to the construction documents. If such needs arise due to RFI's or similar, we will act as a third-party liaison between the City and the Engineer of Record. Furthermore, Wright-Pierce will not recommend any design-related deviations from the construction documents or substitution of materials or equipment.
5. Wright-Pierce is not serving as a Contractor, and therefore is limited in what it can do regarding construction activities. We cannot:
 - a. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 - b. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.
 - c. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractors.

If this proposal is acceptable, please provide an executed Resolution and Scope of Services. We appreciate the opportunity to present this proposal and look forward to working with you and your staff. If you have any questions or require additional information, please do not hesitate to contact me at 407.794.1734 or at the e-mail address listed below.

Sincerely,
WRIGHT-PIERCE



Walter A. Nickel, PE
Senior Project Manager
walter.nickel@wright-pierce.com

**Professional Services Task Order for
Williston Downtown Parking Plan (a.k.a. Block 12) Construction Management
and Loan Administration, City of Williston, FL**

Contract Acceptance Signatures

Engineer: Wright-Pierce, Inc.

Owner: City of Williston CRA

By: 
Signature

By: _____
Signature

Date: November 28, 2023
Ryan T. Wingard, PE
Vice President

Date: _____

Date: January 2, 2024

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2024-09: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA RE-APPOINTING SHARON BRANNAN TO THE WILLISTON POLICE OFFICER PENSION PLAN AND TRUST BOARD FOR A PERIOD OF TWO (2) YEARS; AND PROVIDING FOR AN EFFECTIVE DATE.

**REQUESTED BY: CAPTAIN MATT FORTNEY
PREPARED BY: CITY CLERK LATRICIA WRIGHT**

BACKGROUND / DESCRIPTION: RE-APPOINTING SHARON BRANNAN TO THE WILLISTON POLICE OFFICER PENSION PLAN AND TRUST BOARD.

LEGAL REVIEW: N/A

FISCAL IMPACTS: NONE

RECOMMENDED ACTION: Approve

ATTACHMENTS: RESOLUTION 2024-09

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

RESOLUTION 2024-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA
RE-APPOINTING SHARON BRANNAN TO THE WILLISTON POLICE OFFICER
PENSION PLAN AND TRUST BOARD FOR A PERIOD OF TWO (2) YEARS; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Williston City Council wishes to reappoint Sharon Brannan to the City of Williston General Employee Pension Board, for two years, term starting January 6, 2024, ending January 5, 2026.

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

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

SECTION 2. The City of Williston re-appointing Sharon Brannan to the City of Williston Police Pension Plan and Trust Board.

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

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

PASSED AND ADOPTED at a meeting of the City Council this 2nd day of January 2024.

CITY OF WILLISTON

By: _____

Debra Jones, Council President

ATTEST:

By: _____

Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____

Scott Walker or Kiersten Ballou, Attorney

CITY COUNCIL AGENDA ITEM

TOPIC: Discussion with Possible Action / Workshop for Fiber Network Solutions in the City of Williston

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

BACKGROUND / DESCRIPTION:

There are pros and cons to municipal fiber networks.

In markets with sparse ISP coverage, municipal networks can be a viable solution for providing high-speed internet to residents and businesses. However, building municipal networks can be very expensive and difficult to manage.

It is important for communities to understand both the advantages and disadvantages of fiber networks before pursuing large-scale projects.

One of the primary benefits of municipal networks is that they help "level the playing field." Through municipal fiber networks, communities can encourage healthy competition among private ISPs or deliver high-quality, cost-effective broadband themselves. When done well, residents and businesses benefit from increased internet access without having to pay exorbitant rates.

Additionally, municipal networks can minimize the "digital divide" that exists between more rural areas and larger urban centers as people have equitable access to next-generation innovation and information. For example, residents can transform their homes into smart homes by interconnecting devices over wireless networks, while businesses can use artificial intelligence to unlock tremendous efficiencies.

Local governments are also able to maintain oversight over network performance and hold participating ISPs accountable to certain standards. Communities can designate local leaders and personnel to ensure the success of their fiber networks.

LEGAL REVIEW: YES

FISCAL IMPACTS: POSSIBLE

RECOMMENDED ACTION: Staff recommends.

ATTACHMENTS: NONE

ACTION:

_____ **APPROVED**

_____ **DISAPPROVE**

Infrastructure
Report Series:

Broadband – A Roadmap to Connectivity

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INTRODUCTION

Municipal officials and staff are tasked with understanding a variety of complex issues that impact their unique communities. This report provides the history of broadband and knowledge of current and future programs to move your communities forward. This includes strategies for deploying broadband infrastructure, securing funding and collaborating with stakeholders to bring reliable internet services to underserved areas. By understanding the history and the current funding landscape, local governments can effectively harness the benefits of broadband, drive economic development, improve public services and enhance the overall quality of life for their residents.

ABOUT THE FLORIDA LEAGUE OF CITIES

Founded in 1922, the Florida League of Cities is the united voice for Florida's municipal governments. Its goals are to promote local self-government and serve the needs of Florida's cities, which are formed and governed by their citizens. The League believes in "Local Voices Making Local Choices," which focuses on the impact citizens and city leaders have in improving Florida's communities.

History of Laws That Impact Cities

1995

In 1995, the Florida Legislature authorized governmental entities, including municipalities, to sell two-way telecommunications services to the public.

Before
2005

Before 2005, a handful of cities were providing communications services within their jurisdictions. The services ranged from providing communication services to themselves (i.e., to another municipal utility) to providing services for residents and businesses.

2005

In 2005, the Florida Legislature passed Section 350.81, Florida Statutes, imposing additional requirements on local governments, including municipalities, that enter the communications services market. These requirements go above any statutory requirements for private providers in Florida. Before entering the communications service market, local governments must conduct a public analysis of the risks to ensure that municipalities enter the market without a competitive advantage over the private providers who provide the same service in the community. (See p. 6 for more information on Section 350.81.)

July
2020

In July 2020, the **Department of Economic Opportunity's** (DEO's) Office of Broadband was established to increase the availability and effectiveness of broadband internet throughout the state. Amending Section 288.9961, Florida Statutes, and creating Sections 288.9962 and 288.9963, Florida Statutes, allows DEO to access federal grant dollars and assist rural communities with expanding broadband services while also providing directives for mapping and the Broadband Opportunity Program (DEO).

The Office of Broadband works with local and state government agencies, community organizations and private businesses to increase the availability and effectiveness of broadband internet throughout the state, specifically in small and rural communities.

Legislative Session
2021

Through these partnerships, the Office of Broadband encourages investment in grant funding opportunities for broadband programs that focus on the expansion of broadband.

During Florida's 2021 Legislative Session, House Bill 1239 passed and provided an allocation of \$1.5 million to develop geographic information system (GIS) maps of Florida's broadband internet service.

February
2021

In February 2021, DEO partnered with the **Florida Regional Councils Association** to host 10 virtual workshops where participants discussed broadband internet accessibility. Industry sector and community leaders in each region were invited to participate. These industry sectors included local government, education, healthcare, private business, community organizations, agriculture, tourism, parks and recreation, economic development and internet service providers (ISPs).

September
2021

In September 2021, DEO launched the Local Technology Planning Team initiative using the Broadband Planning Toolkit developed by the Office of Broadband. Local Technology Planning Teams are tasked with working in their communities to:

- ▶ Better understand their current broadband availability
- ▶ Locate unserved and underserved businesses and residents
- ▶ Identify assets relevant to broadband deployment
- ▶ Build partnerships with broadband service providers
- ▶ Identify opportunities to leverage assets
- ▶ Reduce barriers to the deployment of broadband Internet services in the community.

December
2021

In December 2021, DEO published Florida's Broadband Availability Map to identify where broadband-capable networks exist, where service is available to end users, gaps in rural areas and download and upload speeds. DEO continues to collect data from Floridians on their availability and accessibility of broadband internet to be added to the map through its Broadband Internet Speed Test.

June
2022

In June 2022, DEO published the Faster Florida Broadband Map, which identifies census blocks as unserved, underserved, served and no fixed internet service as defined in Section 288.9961, Florida Statutes. The map also identifies Florida geographic boundaries, community anchor institutions, grant funding opportunities and information on the speed tests taken through the Broadband Availability Map.

June 2022	In June 2022, DEO submitted the Florida Strategic Plan for Broadband to the Governor, the Speaker of the House and the President of the Senate. The Florida Strategic Plan for Broadband lays out the vision of the Office of Broadband, the roles of local and state participants and the strategies to undertake as Florida works toward a fully connected citizenry, both economically and socially.
August 2022	In August 2022, DEO hosted three regional workshops (Bartow, Milton and Moore Haven) to receive community input on rulemaking for the \$400 million Broadband Opportunity Program.
September 2022	In September 2022, DEO posted the final application and scoring and evaluation criteria for the Broadband Opportunity Program to the website. DEO also published the Notice of Proposed Rule in the Florida Administrative Weekly.
October 2022	In October 2022, the Office of Broadband filed the final rule package to the Joint Administration Procedures Committee and updated the Office website with information on the Broadband Opportunity Program, including program guidelines, frequently asked questions and information on the technical assistance walk-through webinars.
November 2022	In November 2022, the final rule for the Broadband Opportunity Program became effective.
November 2022	In November 2022, the Office of Broadband received \$247.8 million from the U.S. Treasury for the Capital Projects Fund Broadband Infrastructure Program. The Office was also awarded \$2.4 million for its Digital Equity Planning Grant, as well as \$5 million for the Broadband Equity, Access and Deployment (BEAD) five-year action plan.
May 2023	In May 2023, the Florida Legislature passed HB 5, which overhauls Florida's economic development programs and renames the Department of Economic Opportunity as the Department of Commerce.

For more information, visit bit.ly/3OTqmlM and view program broadband time.

October 2011 through June 2023:



FLORIDA
DEPARTMENT of
ECONOMIC
OPPORTUNITY

Now known as:

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Local Technology Planning Teams (Importance of Long-Term Planning)

The **State of Florida** recognizes the need for the expansion of broadband infrastructure to bridge the digital divide in communities. Now, more than ever, it is crucial for Florida's municipalities to develop effective and comprehensive strategic broadband initiatives at the local level that take advantage of federal, state and other grant opportunities. The most critical component of this comprehensive effort is coordination between Florida's Local Technology Planning Teams (LTPTs) and the Department of Commerce Office of Broadband.

Section 288.9961(4)(b), Florida Statutes, directs the Office of Broadband to build and facilitate local technology planning teams representing cross-sections of the community, which may include, but aren't limited to, representatives from the following organizations and industries:

- ▶ Local governments
- ▶ K-12 education
- ▶ Colleges and universities
- ▶ Local healthcare providers
- ▶ Private businesses
- ▶ Community organizations
- ▶ Economic development organizations
- ▶ Parks and recreation
- ▶ Libraries
- ▶ Tourism
- ▶ Agriculture.

LTPTs: Benefit of Participation

Most federal funding available to municipalities is distributed to the Florida Department of Commerce, which serves as the program administrator. **The Office of Broadband strongly encourages municipalities to partner on a regional level with their LTPT to make their needs known and highly prioritized to receive grant funding.** By joining your county's LTPT, you will immediately immerse your city in the Florida Office of Broadband's planning process.

👥 Miami-Dade County's Local Technology Planning Team is going strong with over 190 members. We are working together to build a cohesive community that does not just expand infrastructure and connectivity but is building programs to reach residents where they are. Our monthly sessions will focus on a featured community organization, new updates on grant and collaboration opportunities, and then we open up for dialogue. We are working toward building collective that will change the lives of those most in need, one person at a time. This will take perseverance, but together we are making this goal very real. 🗣️

– Ana Peralta Chammas, Miami-Dade County, Director of County Innovation

LTPTs: Main Function

The Office has published a toolkit to guide your municipality through all the steps needed to successfully expand broadband. The toolkit uses functional resources to identify current broadband needs, inventory assets, assess strengths and weaknesses, establish goals and create and implement policies that will help Florida's counties and regions achieve a technological vision of the future by doing the following:

- ▶ Work with rural communities to help communities understand their current broadband availability
- ▶ Locate unserved and underserved businesses and residents
- ▶ Identify assets relevant to broadband deployment
- ▶ Build partnerships with broadband service providers
- ▶ Identify opportunities to leverage assets and reduce barriers to the deployment of broadband services in the community
- ▶ Be proactive in fiscally constrained counties in identifying funding opportunities and providing assistance with applying for federal grants for broadband service (Florida Department of Economic Opportunity).

👥 Orange County has followed the Florida Broadband Strategic Plan and has had over 40 organizations and four municipalities participate in our LTPT. This has been very helpful in mapping the unserved and underserved areas, identifying digital equity needs and targeting specific projects for grants. Recently, we presented the CPF-1C Multipurpose Grant to the Eatonville Mayor and Town Council to help them reach consensus on [broadband funding] priorities. The best part of the LTPT is all the sharing and learning that is happening between groups that might not normally get to communicate on this topic to one another and the growing cross-sector collaboration that is emerging. 🗣️

– Peter Murray, Executive Director, Dense Networks and Orange County LTPT member

Requirements Outlined in Section 350.81, Florida Statutes

These requirements include:

- ▶ **Public hearings:** The statute requires at least two public hearings, no less than 30 days apart.
- ▶ **Notice of public hearings:** Publish with 30 days' notice in the predominant newspaper of general circulation in the area considered for service.
- ▶ **Provide notice to the State:** Municipalities must electronically provide notice to the **Florida Department of Revenue** and the **Florida Public Service Commission** at least 40 days before the first public hearing. The Department must post the notice online and send notice to all dealers of communications services registered with the Department within 10 days of receipt.
- ▶ **Written business plan:** At one or more of the public hearings, the city must make available to the public a written business plan for the proposed communications service.
- ▶ **Findings and vote:** After the city makes specific findings on the above factors, the Commission may authorize providing a communications service by a majority recorded vote AND by resolution, ordinance or other formal means.
- ▶ **Limitation on use of funds:** A governmental entity that provides a communications service can't use any funds or assets from an electric, gas, water, wastewater or telecommunications utility that it owns or operates to subsidize providing a communications service.
- ▶ **Bonds:** If the city issues revenue bonds to finance a communications service and the revenue bonds mature 15 years or later, the city must conduct a bond referendum as specified in Chapter 100, Florida Statutes.
- ▶ **No subsidization:** The city may not price any communications service below the cost of providing the service by subsidizing the communications service with money from rates paid by subscribers of a non-communications services utility or from any other revenues.
- ▶ **Enterprise fund:** The city shall establish an enterprise fund to separately and accurately account for its operation of communications services.

Continued on p. 7



- ▶ **No eminent domain:** The city can't use the powers of eminent domain in providing communications services.
- ▶ **Annual review:** The city must annually review its enterprise at a formal public meeting to consider the progress toward its business plan goals. At the public meeting, the governmental entity must review the related revenues, operating expenses and payment of interest on debt.
- ▶ **Four-year review:** If after four years, revenues do not exceed operating expenses and payment of principal and interest, the city must hold a public hearing to determine which of the statutorily set steps it will follow.

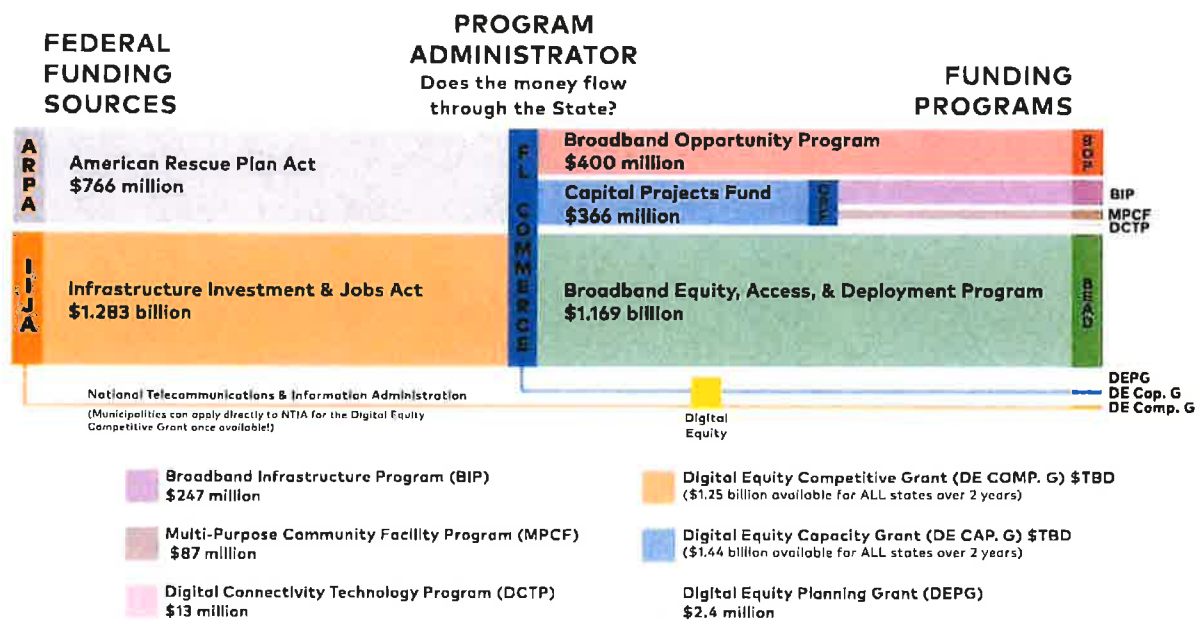
Also, cities may be required to pay ad valorem taxes on their communications service facilities. Article VII Section 3(a) of the Florida Constitution states that "all property owned by a municipality and used exclusively by it for municipal or public purposes shall be exempt from taxation." The question that must be answered, though, is "What is a sufficient municipal or public purpose?"

When it comes to telecommunications services specifically, the **Florida Supreme Court** determined that "a municipality, using infrastructure advantages gained from its pre-existing utility operations, may enter a market in which a high level of service and competition already exists without introducing new levels of service, fostering innovation or encouraging infrastructure investment. If that is the case, the municipal telecommunications company does not provide a service that is essential to the health, morals, safety, and general welfare of the people within the municipality." Municipalities must review their unique circumstances with their own legal council to make any determinations.

These bullets summarize key components of the Florida Statutes. Each municipality should have their attorney review laws in their entirety before taking any actions.

Where to Find Funding (State/Federal)

Broadband Funding Programs



GRAPHIC COURTESY OF FLORIDA LEAGUE OF CITIES

This graphic illustrates funding sources from the federal government through state administrators and into specific programs. Each acronym represents an individual program that is described within this report.

Broadband Opportunity Program – *Round Two closed July 2023, to be awarded in 2024**

Per Section 288.9962, Florida Statutes, the Broadband Opportunity Program was established with the Office of Broadband. This grant program provides funds for the installation and deployment of broadband internet infrastructure in unserved Florida communities, providing valuable telehealth, economic, educational and workforce development opportunities to offer a brighter future for all Floridians. It was created to expand broadband service to unserved areas, which will encourage job creation, capital investment and the strengthening and diversification of local economies.

In 2022, the Florida Legislature appropriated \$400 million in American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) for this program. Grant awards are capped at \$5 million per project. Forty percent of the total allocation was set aside for rural community applicants and Florida's three Rural Areas of Opportunity (RAOs). Emphasis was placed on community engagement and public-private partnerships to ensure project viability and sustainability.

Round one application window:

November 2, 2022, through
December 9, 2022.

**From early to mid-2023, the
Office of Broadband awarded
over \$160 million for investment
in more than 90 cities, towns
and villages across Florida.**

Round two application window:

May 10, 2023, through July 21, 2023.

\$133 million is available to be
awarded from the Round Two
Application Window. Awards are
anticipated to be made in early
2024.



GRAPHIC COURTESY OF FLORIDA COMMERCE

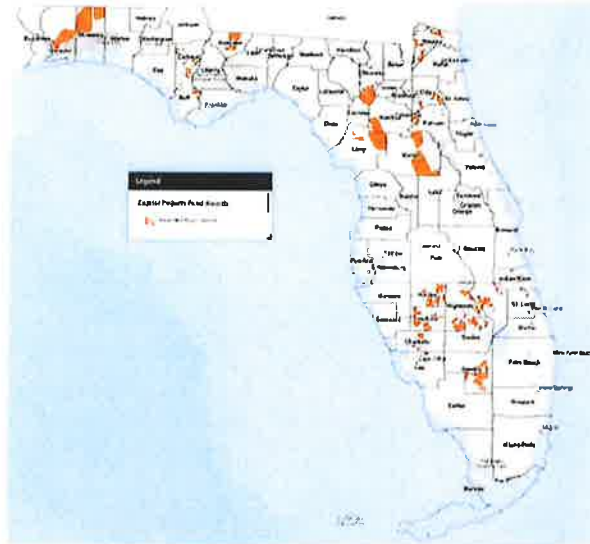
**If funds are not exhausted after round two awards are made, Florida Commerce can hold another round of funding.*

Capital Projects Fund

The Capital Projects Fund (CPF) was established in ARPA. ARPA appropriated \$10 billion to provide payments to states to "carry out capital improvement projects." Florida was allocated \$366 million, and all funds must be spent by December 31, 2026.

For a capital project to be eligible to use CPF grant funds, it must meet the following criteria:

- ▶ The project invests in capital assets designed to directly enable work, education and health monitoring.
- ▶ The project is designed to address a critical need that resulted from, was made apparent by or exacerbated by the COVID-19 pandemic.
- ▶ The project is designed to address a critical need of the community to be served by it.



GRAPHIC COURTESY OF FLORIDA COMMERCE

The Office established three programs (Broadband Infrastructure Program, Digital Connectivity Technology Program Replace, Multi-Purpose Community Facilities Program) to use funds from the CPF to deploy broadband infrastructure in unserved and underserved areas and prioritize rural areas. [Map Link](#)

1. Broadband Infrastructure Program (BIP) (application window has closed)

- ▶ 70% of the total CPF allocation (totals \$247.8 million)
- ▶ The application window was open from February 28, 2023, through April 21, 2023, and over **\$150 million was invested in more than 45 cities, towns and villages across the state.**

2. Digital Connectivity Technology Program (DCTP) (Additional program information to be released from Florida Commerce)

- ▶ This project will make computers, laptops and tablets available to qualifying households and Multi-Purpose Community Facilities through a long-term, no-cost loan program administered by eligible local entities.
 - Subrecipients will maintain ownership of the devices throughout the term of the loan.

- ▶ Qualifying households will also be eligible to borrow equipment, such as routers, needed to access the internet. Subrecipients will develop a monitoring plan to ensure that households with no computers are prioritized over those receiving laptops from school districts and other programs.
- ▶ Allowable costs will include purchasing of equipment, damage insurance, payment for training on the use of devices and equipment, as well as installation in the borrower's home if requested.
 - Subrecipients will be allowed up to 5% of the award amount for program administration.
- ▶ Program is funded with 5% of the total CPF allocation and totals \$13 million.
- ▶ This funding has not yet been awarded to the Department of Commerce.

3. Multi-Purpose Community Facilities (MPCF) Program

- ▶ The primary objective of the MPCF Program is to provide funds to subrecipients for the construction of or improvements to buildings designed to jointly and directly enable work, education and health monitoring in eligible communities with an identified critical need.
- ▶ The facilities will also be required to provide a public location for access to digital devices for educational opportunities, such as digital literacy classes or other online learning experiences. Other educational services may include high school equivalency programs, classes offered by accredited colleges or vocational training.
- ▶ To maximize the use of CPF funds, subrecipients will be encouraged to submit projects that combine other functions. Other functions may include recreation, such as basketball courts or exercise areas. Facilities may also house other community services such as police, fire or other municipal services. Communities will also be encouraged to use existing facilities where feasible.
- ▶ Program is funded with 25% of the CPF allocation, totaling \$87 million.
- ▶ **The 90-day application window will be open from July 5, 2023, through October 5, 2023.**

Eligible projects in the MPCF program are those to construct or improve buildings that are designed to jointly and directly enable work, education and health monitoring and will include the following:

3-A. Workforce Education Broadband Infrastructure and Connectivity Projects

- ▶ Broadband Internet construction, operation and maintenance jobs are in high demand and offer high-quality job and career opportunities to workers. Also, other industry sectors in high demand need broadband infrastructure and connectivity to build a talent pipeline.

- ▶ Constructing or improving buildings that provide workforce training or career counseling services to provide community members with the knowledge and skills to work in:
 - Broadband construction, operation and maintenance
 - Nursing and critical health professions
 - Law enforcement
 - Information technology programs.
- ▶ Eligible subrecipients: municipalities, county governments, nonprofits or private entities, broadband training institutions, law enforcement academies, nursing and critical health profession programs and information technology programs.

3-B. Community Libraries Infrastructure and Connectivity Projects

- ▶ Constructing or improving libraries that provide public access to the internet for purposes including work, education and health monitoring.
- ▶ Eligible subrecipients: libraries.

3-C. Community Health Infrastructure and Connectivity Projects

- ▶ Constructing or improving community health centers that, in addition to engaging in health monitoring, provide a broader range of services including activities such as access to job counseling and employment services.
- ▶ Projects must deploy broadband infrastructure for the purpose of improving access to community health services.
- ▶ Projects promoting digital connectivity technology projects that include the purchase and/or installation of devices and equipment to facilitate broadband access where affordability has been identified by the recipient as a barrier to broadband adoption and use.
- ▶ Grants will be awarded to healthcare facilities, multi-purpose community centers, community anchor institutions or other entities for deploying broadband infrastructure or purchasing digital health devices and equipment to enable access to telehealth services.
- ▶ Projects will include the build-out of broadband infrastructure.
- ▶ Projects must show a collaborative partnership between the local governments and the broadband ISPs and describe sustainable measures to ensure current and future service needs are provided to residents, businesses and anchor institutions.
 - A key component of the application is the feedback provided by LTPTs that describes the consultations and collaborative relationship with the applicant.
- ▶ Eligible subrecipients: municipalities, county governments, nonprofits, or private entities (such as ISPs), cooperatives and electric utilities.



VIDEO: Florida Commerce's Technical Assistance Webinar for the MPCF Program



BEAD Program

The BEAD Program, part of the Infrastructure Investment and Jobs Act (IIJA), allocates at least \$100 million for states to expand broadband infrastructure and connectivity programs. The BEAD Program provides federal funds for grants to states to expand high-speed internet service access by funding planning, infrastructure deployment and adoption programs.

- ▶ The Office of Broadband submitted the [Prosperity Through a Connected Florida](#) project proposal in August 2022.

***Prosperity Through a Connected Florida** will identify Florida's broadband internet availability and affordability, incorporate the Florida Digital Adoption and Use Plan, Florida Strategic Plan for Broadband and serve as a benchmark for adopting strategies, goals and measures to successfully connect all Floridians.*

- ▶ In November 2022, the **National Telecommunications and Information Administration** (NTIA) awarded the Office **\$5 million** for the Five-Year Action Plan.
- ▶ On June 26, 2023, the NTIA announced Florida's BEAD allocation: **\$1.17 billion**.
- ▶ **Municipalities should prepare for LTPT involvement and the plan's release later this year to be in a good posture to apply for the available funding. Joining an LTPT is a one-stop shop to identify areas of need, prepare your municipality to apply and become ingratiated with Florida Commerce's processes.**
- ▶ Period of Performance: All funds must be expended by December 2029.

Florida Commerce's July 2023 Virtual Workshop Presentation

Funding from the Digital Equity Act

The Digital Equity Act creates three sequenced programs to promote digital inclusion.

Digital Equity Planning Grant (DEPG)

- ▶ In November 2022, the Office of Broadband was **awarded \$2.4 million** by the NTIA to fund activities including:
 - Conducting a needs assessment
 - Creating a digital equity plan for Florida
 - Reaching out to underrepresented communities.

Digital equity: *The condition in which individuals and communities have the information technology capacity necessary for full participation in society and the economy within the state and strategies for overcoming them.*

- ▶ This funding provides the state with the resources to fully research and create a plan to reduce or eliminate these barriers through a data-driven [Florida Digital Adoption and Use Plan](#).
 - The Office of Broadband hosted six in-person meetings and three webinars to identify and address concerns related to broadband availability and accessibility.

State Digital Equity Capacity Grant Program

- ▶ \$1.44 billion in awards from NTIA to states over the next two years to implement their State Digital Equity Plans.
- ▶ **These funds are expected to be distributed to Florida Commerce in early fall 2024 but must be distributed before November 2024.**
- ▶ **Municipalities should be involved with their LTPT beforehand to ensure they have the best chance to receive funding by being equipped to apply once the capacity grant application window opens.**
- ▶ Funds awarded under this program can be used only for the following purposes:
 - To update or maintain the state's Digital Equity Plan (no more than 20% of the amount awarded)
 - To implement the state's Digital Equity Plan
 - To award sub-grants to "eligible entities" to assist in the implementation of the state's plan
 - To pursue digital inclusion activities in the state consistent with the plan
 - To report back to the state on related activities
 - To determine the efficacy of efforts (no more than 5% of awarded funds can be used).
- ▶ No more than 3% can be used for administrative purposes.



Digital Equity Competitive Grant Program

- ▶ \$1.25 billion in awards from NTIA to establish the Digital Equity Competitive Grant Program
- ▶ Funding is awarded no more than 30 days after capacity grant funding has been awarded
 - Cannot be later than December 2024.
- ▶ **These funds are expected to become available in fall 2024. Municipalities should be involved with their LTPT to ensure they are ready to apply to NTIA once the capacity grant application window opens.**
- ▶ Any of the following, if they are not serving/have not served, as administering entity under the state program are eligible:
 - A political subdivision, agency or instrumentality of a state, including an agency of a state that is responsible for administering or supervising adult education and literacy activities, or for providing public housing, in the state
 - Indian Tribe/Alaska Native entity/Native Hawaiian organization
 - A foundation, corporation, institution or association that is a not-for-profit and not a school
 - A community anchor institution
 - A local educational agency
 - The entity that carries out a workforce development program
 - A partnership between any of the entities described above. Any additional entities approved by NTIA.
- ▶ Eligible activities must support at least one of the following, to benefit covered populations:
 - Develop and implement digital inclusion activities
 - Facilitate broadband adoption to provide educational and employment opportunities
 - Implement training and/or other workforce development programs
 - Make equipment, instrumentation, networking capability, hardware and software, or digital network technology available at low/no cost
 - Construct, upgrade, expand or operate new or existing public access computing centers through CAIs (Community Anchor Institutions i.e., school, library, hospital)
 - Maximum 10% for administration; maximum federal share of any project is 90%; maximum 10% for evaluation.

January 2nd 2024

CITY COUNCIL AGENDA ITEM

TOPIC: Discussion with Possible Action / Establishing AMI Program

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

BACKGROUND / DESCRIPTION:

Staff is recommending Council to consider putting forward a request for a City wide AMI Program to be competitively bid. The following are just a few of the reasons to consider this step forward.

- 1) Faster, more accurate meter reading eliminates errors.
- 2) AMI systems catch issues before they become problems.
- 3) AMI technology can scale to meet your community's needs.
- 4) AMI components coordinate seamlessly with each other.
- 5) More data more frequently.
- 6) Manual intervention reduction.
- 7) Increased Revenue for lost or unreported usage.

It really is time to move forward with this technology. AMR, was started by Council back in 2012 and has still not been completed in eleven years. This is due to the fact that much of the technology then was purchased but investment was not made in the integration of the program. Council will see the attached **RFP example document** and all of the services needed from the "Right Company" that staff recognizes is needed for full implementation and success.

LEGAL REVIEW: YES

FISCAL IMPACTS: POSSIBLE / UNKNOWN

RECOMMENDED ACTION: Staff recommends

ATTACHMENTS: RFP EXAMPLE

ACTION:

_____ **APPROVED**

_____ **DISAPPROVE**

RFP XXXX AMI / Advanced Metering Infrastructure
Public Works /City of Williston
Submission Deadline **TBD**

REQUEST FOR PROPOSALS
AMI Metering System
50 NW Main Street , Williston, FL 32696
Public Works - City of Williston
RFP NO. XXXX

PROPOSAL DUE DATE
TBD

REQUEST FOR PROPOSALS ("RFP")
RFP XXXX Public Works/City of Williston
AMI Metering Program
Located at 50 NW Main Street, Williston Florida, 32696

The City of Williston is requesting proposals from contractors for the installation and management of an advanced metering Infrastructure (or) AMI at 50 NW Main Street, Williston, Florida. The award shall be made to a responsible Proposer taking into consideration the evaluation factors set forth in the Request for Proposals (RFP) and, if necessary, obtaining best and final offers.

The City of Williston will receive all proposals. After the proposal due date, the Council for the City of Williston will evaluate all proposals and may conduct negotiations and make a final recommendation to the City Manager for award of the contract. **It is the City of Williston's intent to award one contract for the requested services.**

A. **Services Sought.**

1. **Location.**

The City of Williston is requesting proposals from qualified firms ("Proposers" or may be referred to as "Contractors") for the advanced Metering Infrastructure program, (or) AMI to cover the entirety of Williston, Florida, and its surrounding service area.

2. **Required Services and Approach to Required Services.**

- a. The successful Proposer shall be required to provide the services outlined in hereto ("Required Services") for the above referenced property.
- b. The successful Proposer shall be required to furnish all equipment, machinery, transportation and other implements necessary to execute the contract.
- c. The Proposer should propose a plan as to how the Required Services and any suggested and/or enhanced services will be performed. The plan should include estimated time to complete each service. The Proposer is specifically advised that the City of Williston reserves the right to approve any person, firm, or other party to whom it is proposed to award a subcontract under this contract. In the event Proposer plans to subcontract any portion of the work, Proposer shall indicate in its plan the intent to use subcontractor(s) and the role of said subcontractor(s). Proposer and all subcontractors shall comply with all E-Verify requirements as laid out in Florida Statute 448.095, the specifics of which shall be outlined in any contract entered into between the Proposer and the City of Williston.
- d. The successful Proposer shall maintain that all employees have been trained in appropriate safety measures to ensure Proposer's employees are performing their work in a safe manner.

3. **Qualifications of Proposer.**

The Proposer shall state their qualifications to provide the Required Services,

4. **Terms of Agreement.**

All work to be performed shall be completed within twenty-four (24) consecutive calendar months of the Notice to Proceed by the City of Williston through the award of the contract. If the Required Services are not completed within the time set forth above the City Manager may grant an extension as needed. Proposer must request any extension by written letter or email to the Public Works Director or his designee. Additional requirements and associated remedies may be negotiated in the final contract for construction as deemed necessary.

5. **Payments.**

a. Payment shall be made according to the Proposer's payment schedule contained in its proposal, or as negotiated by City of Williston through the contract. In no event shall more than 50% of the total Price be paid prior to the completion of the project.

b. Unless specified otherwise, the invoice shall be addressed as follows:

City of Williston
50 NW Main Street
Williston, Florida 32696
(352) 528-3060

With a copy emailed to:
latricia.wright@willistonfl.org

c. Payments shall be paid to the Proposer within ninety (90) days contingent upon the receipt of properly documented invoices and with the condition that the Proposer has accomplished the services to the satisfaction of the City of Williston through the tested implementation process.

B. **Proposal Process.**

1. **Mandatory Pre-submittal Conference**

A Mandatory Pre-Submittal Conference meeting and walk-through of the job site will be held at City Hall, in the Council Chambers at, 50 NW Main Street, Williston, Florida, on **TBD**

2. **Contact Information**

Each Proposer shall examine the RFP documents carefully and inspect the property to be built out pursuant to this RFP. Questions concerning the RFP terms, conditions and technical specifications will be accepted in writing through **TBD**. Requests must be transmitted via email. No Proposer may rely upon any oral responses concerning the proposal or proposal process as outlined in this document. Each Proposal shall have the opportunity to sit with the City Manager or his designee of the Public Works department, review the build out/implementation plans, ask questions and view maps of the areas where services will be rendered.

3. **Proposal Deadline.**

Proposals must be received by the City of Williston by 4:00 PM, TBD ("Submission Deadline"). Proposals may be mailed or hand-delivered to the below address:

Mail to or HAND DELIVERED PREFERRED:

City of Williston
Attn: Latricia Wright
50 NW Main Street
Williston, Florida 32696

Mark on the outside of the envelope and on any carrier's envelope: "PROPOSAL FOR CITY OF WILLISTON ADVANCED METERING INFRASTRUCTURE PROGRAM, TBD"

4. **Submission of Proposal.**

a. Proposals must arrive at the above address no later than Submission Deadline to be considered.

b. It is the Proposer's responsibility to assure that their Proposal is delivered to the proper location no later than the Submission Deadline.

c. The City of Williston Contact, whose duty it is to open the Proposals, will open the Proposals as soon as practicable after the established Submission Deadline.

d. Proposals received later than the Submission Deadline will not be considered, will be marked "Too Late" and may be returned unopened to the Proposer.

e. The City of Williston is not responsible for the premature opening of a Proposal not properly addressed and identified by the RFP title and submission deadline on the outside of the envelope/package.

f. The Proposer shall submit an ORIGINAL and seven (7) copies of the proposal on or before the Submission Deadline. Proposals will be retained as the property of the City of Williston. The Original of the Proposal must be clearly marked "Original" on its face and must contain an original manual signature of an authorized representative of the responding Proposer; all other copies may be photocopies.

g. All expenses associated with the submittal of a proposal will be borne solely by the Proposers.

h. Any uncertainty regarding the date and time will be resolved against the Proposer.

i. Proposals will not be accepted via fax.

j. The City Manager or his designee will issue replies to inquiries and additional information or amendments deemed necessary in written addenda, which will be issued prior to the deadline for responding to this Request for Proposal

k. It will be the sole responsibility of the Proposer to contact the City Manager prior to submitting a response to determine if any addenda have been issued, to obtain such addenda, and to acknowledge addenda with their proposal.

5. **General Conditions.**

a. Proposers must be available for interviews by the City of Williston City Council, the City Mayor, the City Manager, the Public Works Director, the Public Works Supervisor, and the Billing Supervisor.

b. The contents of the Proposal of the successful Proposer will become part of the contractual obligations except as may be modified by subsequent negotiations. The Proposer should expect to negotiate and sign a contract with the City of Williston which will be approved by the City Attorney.

c. Proposals must be typed or printed in ink.

d. All corrections made by the Proposer to their Proposal prior to the Opening of Proposals must be initialed and dated by the Proposer. No corrections will be allowed to be made to Proposals after the Opening of Proposals.

e. Actual contract awarded may include change orders and cost associated with those change orders, if agreed upon, will be documented for preservation.

f. The City of Williston reserves the right to reject any or all Proposals, in whole or in part, when such rejection is in the best interest of the City of Williston. Further, the City of Williston reserves the right to withdraw this solicitation at any time prior to the final award of the contract.

g. The City of Williston reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the City.

6. **Examination of Proposal Material.**

The submission of a sealed proposal shall be deemed a representation and warranty by the Proposer that the Proposer has investigated all aspects of the RFP, that the Proposer is aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that the Proposer has read and understands the RFP. No request for modification of the provisions of a proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition. Statistical data that may be contained in the RFP or any addenda thereto is for information purpose only.

7. **Interpretation.**

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements will not be binding and should not be relied upon.

Any interpretation of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP document and will be furnished by the City of Williston. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the City may be relied upon.

8. **Public Records.**

Any material submitted in response to this request for proposals will become a public record and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. At all times, the City will comply with the provisions of the Florida Public Record Law.

9. **Schedule.**

The following table lists the important dates/times and actions relative to this solicitation. If the City finds it necessary to make changes to the actions, dates, and/or times, such changes will be accomplished by written addendum to this solicitation and posted by the City of Williston. All times are Eastern Standard times.

<u>Event</u>	<u>Date/Time</u>
Release/Issuance of RFP	TBD
Mandatory Pre-Submittal Meeting	TBD
Submission Deadline	TBD
Commencement of Project	TBD

10. **Evaluation.**

Proposals will be reviewed and evaluated based upon the following criteria:

- a. Completeness of proposal, approach to Required Services.
- b. Qualifications of Proposer and qualifications of personnel selected to perform the services.
- c. Past performance on contracts for similar services with respect to such factors such as costs, quality of work and ability to perform.
- d. Price.

Schedule to Complete Required Services.

11. **Insurance.**

The Proposer shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Proposer, his agents, representatives, or employees.

- a. Minimum Limits of Insurance- The Proposer shall maintain limits no less than the following:

1. General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage with a @2,000,000 annual aggregate. Contractor's insurance shall include the City of Williston as an additional insured as provided herein below.

2. Worker's Compensation and Employers Liability: Insurance covering all employees meeting statutory requirements in compliance with the applicable state and federal laws. In lieu of

naming City of Williston as an additional insured, Contractor shall provide City of Williston a waiver of all rights of subrogation against City of Williston with respect to losses payable under such workers' compensation policy(ies).

3. The Proposer's insurance coverage shall be primary insurance as respects the City of Williston, its officers, officials, employees, agents and volunteers. Any insurance of self-insurance maintained by the City of Williston, its officers, officials, employees, agents or volunteers shall be ex insurance and shall not contribute with it.

4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Williston, its officers, officials, employees, agents or volunteers.

5. The Proposer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. All Coverages - Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Williston.

7. Acceptability of Insurers - Insurance is to be placed with insurers with a Best's rating of no less than A:VII.

8. Verification of Coverages - The Proposer shall furnish the City of Williston with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Williston before work commences. The City of Williston reserves the right to require complete, certified copies of all required insurance policies at any time.

9. Subcontractors: Contracts shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

12. Contract.

The successful Proposer will be required to enter into a contract with the City of Williston in substantially the same form as the sample contract provided with this RFP. By submitting a

Proposal, the Proposer acknowledges and agrees to comply with the following if they become the Proposer chosen by the Board:

- a. Subcontractors: Contracts shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- b. Permits: The Contractor shall be responsible for applying for all necessary permits as required by law.
- c. Ethical Business Practices
 1. Gratuities: It shall be unethical for any person to offer, give, or agree to give any City of Williston employee, or for any City of Williston employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or response therefore.
 2. Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the Proposer or higher tier subcontractor or any person associated therewith, as an inducement for an award of a subcontract or order.
 3. The City of Williston reserves the right to deny award or immediately suspend any contract resulting from this response pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

13. **Proposal Format.**

The proposal shall be typed on white paper. Pages shall be secured by staple, cerlox binding or similar closure.

Responses must be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response required" or "not applicable" is acceptable.

a. Number of Proposals

One original and seven (7) copies of the proposal shall be submitted

b. Organizational of the Proposal

The Proposal shall be organized by the following sections:

1. Cover Letter
2. General Proposer statement
3. Statement of Operational Qualifications
4. Statement of Financial Qualifications
5. Insurance Requirements
6. Exceptions to the RFP Specifications
7. Statement of Propose Work Plan
8. Cost Information

CITY OF WILLISTON, FLORIDA

Jonathen Bishop
Public Works Supervisor

CITY OF WILLISTON, FLORIDA

Terry Bovaird
City Manager

ATTACHMENT 1

PROPOSAL FORM

RFP: xxxxx Public Works/City of Williston
AMI Program

Place: Williston City Hall
50 NW Main Street
Williston, Florida 32696

Due Date: Friday, January 21, 2022 at 4:00PM

Proposal of _____ hereinafter- called
PROPOSER, a corporation organized and existing under the laws of the State of _____, or a partnership, a
company, or an individual doing business as _____.

To the City of Williston, hereinafter referred to as "COW".

The PROPOSER, in compliance with the request for proposals for the Williston Police Department upstairs buildout, having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions of the proposed work, including the availability of materials and labor, hereby proposes to furnish all labor, material and supplies and at the prices shown in the attached Price Schedule. These prices are to cover all expenses incurred in performing the work required under the proposal documents, of which this proposal is a part. These prices are firm and shall not be subject to adjustment provided this Proposal is accepted within ninety (90) days after the time set for receipt of proposals.

PROPOSER hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" to be issued by the COW.

PROPOSER agrees to perform all work for which he contracts as described in the specifications for the unit prices shown on the attached Price Schedule.

Upon receipt of the Notice of Award, PROPOSER will execute the formal contract attached within seven (7) days and deliver Insurance Certificates and Bonds as required.

The undersigned hereby declares that only the persons or firms interested in the proposal as principal or principals are named herein, and that no other persons or firms than are herein mentioned have any interest in this Proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company, or parties likewise submitting a proposal; and that it is in all respects for and in good faith, without collusion or fraud.

DEVIATIONS FROM SPECIFICATIONS IF ANY:

RFP XXXX AMI / Advanced Metering Infrastructure
Public Works /City of Williston
Submission Deadline **TBD**

I have read all of the specifications and requirements and do hereby certify that all items submitted meet specifications.

COMPANY: _____ AGENT NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ EMAIL: _____

FEDERAL ID#: _____ AND/OR SOCIAL SECURITY#: _____

Respectfully submitted,

Attest:

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

ATTACHMENT 2

PRICE SCHEDULE

The PROPOSER, in compliance with the request for proposals for the Advanced Metering Infrastructure Program, having examined the scope of work and written specifications, hereby proposes to furnish services for the following unit prices.

SCORING SHEET FOR REQUIRED SERVICES (for each item as described in Exhibit A):

1.	Removing all existing meters on a set schedule	\$ _____
2.	Supply and install new meters for Gas, Water, and electric	\$ _____
3.	Assest management for a minimum of fifteen years on full AMI system	\$ _____
4.	Fiber aclara or remote aclara compatible system	\$ _____
5.	Submitter shall be the single point of all responsibility for all compotents of the full service program, included but not limited to servcice, equiptment, hardware, software, and warranties. NO THIRD PARTY or subcontractor will secure the full service program.	\$ _____
6.	Malware or security coverage and cloud based backup hosting	\$ _____
7.	Permits	\$ _____
8.	On-Going maintenance program with field labor, that includes meters, network, AMI endpoints, and off-board maintencance with full service data hosting and delivery	\$ _____
9.	Customer accessible portals for billing and usage	\$ _____
10.	Pro-rated replacement or replacement on meters and all eqiupment	\$ _____
11.	Turn-key deployment of approximaley 1800 Water, Gas, and Electric meters with software maintenance.	\$ _____
TOTAL PRICE		\$ _____

The above unit prices listed in the Price Schedule shall include all labor, materials, removal, permits, cleaning, overhead, profit, insurance and any other cost necessary to cover the finished work of the several kinds called for in the RFP.

Proposed Payment Schedule (The final payment schedule will be subject to contract negotiation):

PROPOSER agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving proposals.

Respectfully submitted,

By:

Signature

Printed

Printed Title

ATTACHMENT 3

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The Proposer hereby agrees to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.
2. The Proposer agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Title: _____

Proposer: _____

Address: _____

VENDOR CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY OF _____

Before me, the undersigned authority, personally appeared _____, who was duly sworn deposes and states:

1. I am the _____ of _____
with a local office in _____ and principal office in _____
_____ and principal office in _____
City & State _____ City & State _____
2. The above named entity is submitting a Proposal for the City of Williston
RFP 2023-** described as Roof Replacement.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Williston .
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Williston .
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Williston .

Affiant

Date

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____ 2024.

Personally Known _____ or produced identification _____

Identification type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public.

My commission expires _____.

INDEMNIFICATION AGREEMENT

The Elected Entity shall be fully liable for the actions of its directors, officers, members, partners, or subcontractors, and the employees and agents of each of them, and shall fully indemnify and hold harmless the City of Williston, its employees, agents and assigns from claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate levels), arising from or relating to personal injury or death, and damage to real property or tangible personal property alleged to be caused in whole or in part by the Elected Entity, its officers, directors, members, partners, or subcontractors, and employees or agents of any of them; provided, however, that the Elected Entity shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the City of Williston.

To the extent applicable, the Elected Entity shall fully indemnify and hold harmless the City of Williston, and its agents, employees assigns from any claims, suits, actions, damages, and costs of every type and description, including attorneys' fees (at both trial and appellate level), arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to the misuse or modification of Elected Entity's products by the City of Williston or any of its agents, employees, and assigns, or to the operation or use of Elected Entity's products by the City of Williston or any of its agents, employees, and assigns in a manner not contemplated by the Contract or the purchase order.

In the event of a claim, the City of Williston shall promptly notify the Elected Entity in writing by prepaid certified mail (return receipt requested), or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the following address:

Such notification may also be provided by fax transmission to the following fax number:

The City of Williston shall provide all available information and assistance that the Elected Entity may reasonably require regarding any claim.

The City of Williston may, in addition to other remedies available to it at law or equity, and upon written notice to the Elected Entity, retain such monies from amounts due the Elected Entity as may be deemed by the City of

Williston to be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it. The City of Williston may set off any liability or other obligation of the Elected Entity or its affiliates to the City of Williston against any payments due the Elected Entity under any contract with the City of Williston.

This agreement for indemnification shall continue in force for five (5) years from the date of full completion of all obligations of the Elected Entity under the Contract or Purchase Order.

In the event that there is a conflict between this agreement and any other applicable indemnification agreement between the City of Williston and the Elected Entity, the agreement which provides the most protection for the City of Williston shall take precedence. The provisions of this Contract are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, in whole or in part, the remaining provisions, and any partially unenforceable provisions to the extent enforceable, shall nevertheless be binding and enforceable.

I, _____, being an authorized representative of the Entity of _____ ("The Elected Entity"), having read and understood the contents above, hereby enter into this indemnification agreement as of this date, _____, 2024.

Signature of Representative of Elected Entity

Printed name

As: _____

Contact Information for Elected Entity:

Street Address: _____

City, State and Zip Code: _____

Phone: _____ Fax: _____

ACCEPTED BY THE CITY OF WILLISTON ON _____, 2024.

By: _____

Printed Name: _____

RFP XXXX AMI / Advanced Metering Infrastructure
Public Works /City of Williston
Submission Deadline **TBD**

As: _____

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
YES _____ NO _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
YES _____ NO _____

Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this proposal for the City of Williston, RFP 2022-**, IT Managed Services.

Date

Entity

Authorized Signature

and Title Printed or Typed Name and Title

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, _____ (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein"

Affiant

Date

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____ 2024.

Personally Known _____ or produced identification _____

Identification type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public.

My commission expires _____.

NON-COLLUSION AFFIDAVIT OF PROPOSER

STATE OF _____

COUNTY OF _____

_____, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the proposer
Title Company Name
that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such Proposal is genuine and is not a collusive or sham proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the attached proposal or any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Williston , Florida or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Affiant

Date

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____ 2024.

Personally Known _____ or produced identification _____

Identification type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public.

My commission expires _____.

**SWORN STATEMENT UNDER SECTION
287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal No. RFB 2024.**
2. This sworn statement is submitted by _____ whose business address is _____ and (if applicable) its Federal Identification No. (FEIN) is _____. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____.
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter

into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in neither management of the entity, nor any affiliate of the entity have been charged with a convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

Affiant

Date

Typed Name and Title

Sworn to and subscribed before me this _____ day of _____ 2024.

Personally Known _____ or produced identification _____

Identification type: _____

Notary Public-State of _____

Printed, typed, or stamped commissioned name of notary public.

My commission expires _____.

EXHIBIT A**City of Williston Water Meter Replacement Project****Design-Build Selection Rating Form**

Project Number: _____ Proposer Firm: _____
 Project Bid Date: _____ City, State, Zip: _____

Selection Criteria	Value	Score
Primary Firm Qualifications (Maximum 15 points)		
The firm's overall understanding of Meter AMI Asset Management Program	0 - 4	
Experience of the primary firm in the municipal water industry	0 - 3	
Licensed state contractor and Safety & Health Program (provide documentation)	0 - 3	
Proximity to the City of primary firm & tech partner facilities & resources	0 - 3	
Proven track record with performing services for the city	0 - 2	
Key Technology Qualifications (Maximum 40 points)		
All proposed meters meet AWWA standards and are NSF/ANSI 61 certified	0 - 5	
The AMI solution shall be meter agnostic. Compatibility list with at least 20 different manufacturers to be provided.	0 - 5	
The AMI Solution shall read Water, Gas & Electric meters under the same network	0 - 10	
The AMI solution shall have a minimum of 80% coverage with three levels of redundancy using fixed based collectors at a height not to exceed 30ft except City assets. No hybrid AMI/AMR, repeaters, cellular or mesh-based systems are	0 - 10	
The AMI radio transponder endpoints shall be two-way licensed communication in the 450-470 MHz frequency that is the exclusive property of the City	0 - 10	
Project Team Qualifications (Maximum 15 points)		
Ability of project designer to achieve City's vision & meet overall project	0 - 3	
Experience of project manager to manage scope, budget, schedule & quality	0 - 5	
Experience of the Technology Partners in product delivery, including references	0 - 5	
Experience of the Meter and AMI deployment team in project delivery	0 - 2	
Maintenance Program Qualifications (Maximum 20 points)		
Provide documentation of ISO 9001 certification for asset management	0 - 5	
Capability to meet all requirements of the meter asset management program	0 - 5	
Experience of the firm and technology partners with water meter asset management projects including reference contacts	0 - 5	
Experience with asset management projects in the state of North Carolina	0 - 5	
Financial Stability (Maximum 10 points)		
Overall financial strength of the primary firm	0 - 2	
Proven capability of the primary firm to provide project spread payment for the initial meter infrastructure up to 10 years	0 - 2	
Able to delay the first payment of the project for one (1) year	0 - 2	
Financial analysis of expected project benefits to be realized over 15-year period	0 - 2	
Provide Certificate(s) of Insurance demonstrating all specified requirements	0 - 2	
TOTAL		

January 2nd 2024

CITY COUNCIL AGENDA ITEM

TOPIC: Discussion with Possible Action / SW 1st Avenue Street Repair

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

BACKGROUND / DESCRIPTION:

The destructive events last month on SW 1st Avenue caused extensive damage to the street. Also mentioned in a previous council meeting, public works was asked about a solution to the manhole in front of the Police station in relation to its height. Both of these issues could be costly to deal with, but to compound the problem, the infrastructure underneath the road is some of the oldest in the City of Williston. Funding is also a problem to be solved, but staff would recommend a solution that would also fix the sewer and water mains on SW 1st street, before moving ahead with a pavement repair. Staff is looking for permission to study the problem and report back to council on options for a complete and long-term fix.

LEGAL REVIEW: NO

FISCAL IMPACTS: POSSIBLE / UNKNOWN

RECOMMENDED ACTION: Staff recommends

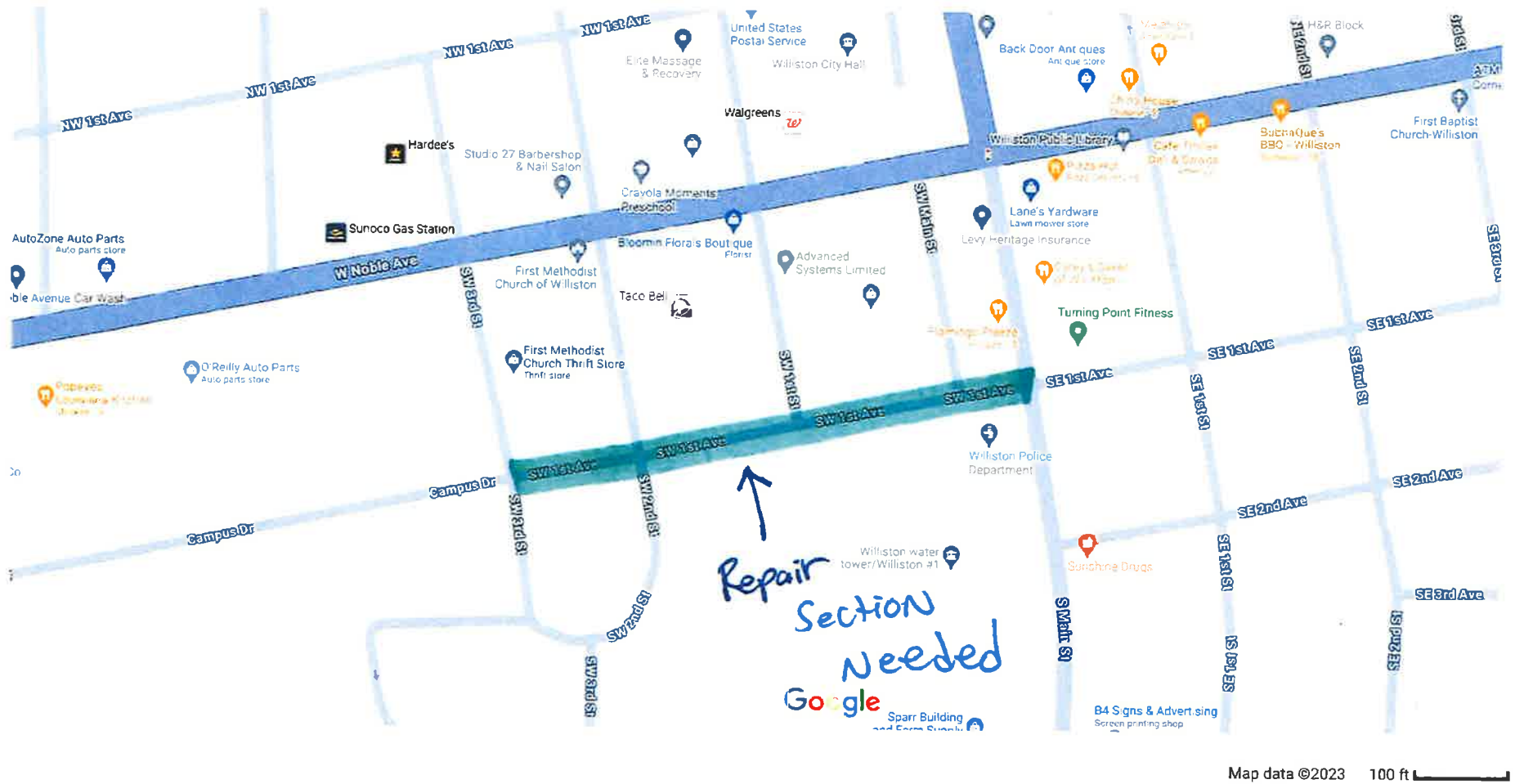
ATTACHMENTS: MAP / Attachment A

ACTION:

☐ **APPROVED**

☐ **DISAPPROVE**

Google Maps



ATTACHMENT A

CITY COUNCIL AGENDA ITEM

TOPIC: City Owned Property Surplus Request

BACKGROUND / DESCRIPTION:

The City of Williston owns a property located at the corner of SE 6th Street and SE 3rd Avenue, Parcel #0577700000. The property is 0.14 acres and is not being used by the City at this time. Staff and Wright-Pierce have verified that this property has no use in future utility plans. The property is vacant.

Monserrat Rubio Group has purchased the property to the south and is in the process of purchasing the property to the west and inquired about this property. They understand that a surplus does not guarantee they will procure the lot.

LEGAL REVIEW: NA

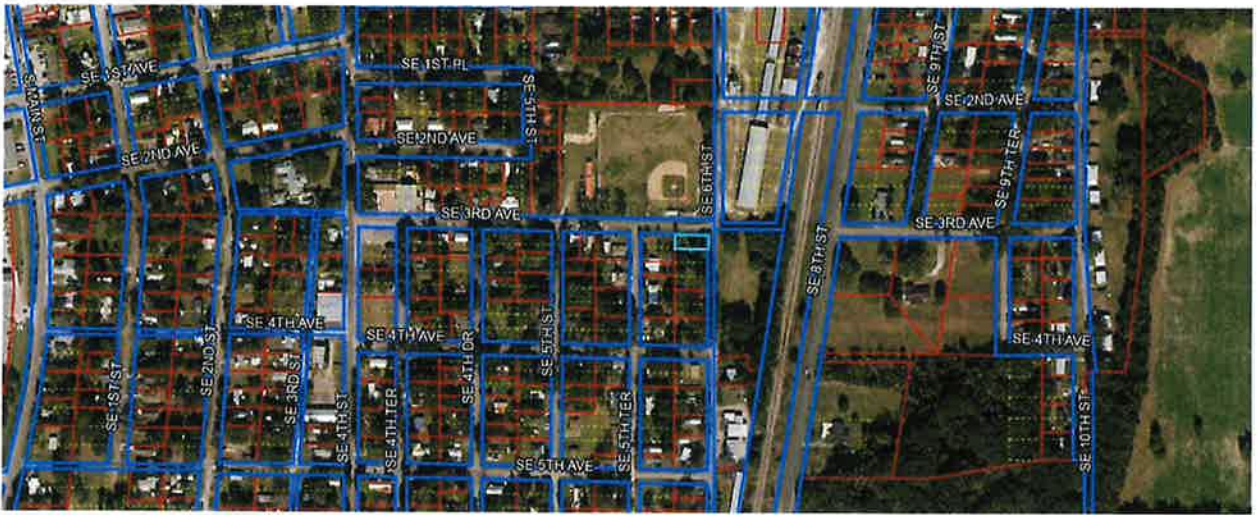
FISCAL IMPACTS: Positive impact (market value).

RECOMMENDED ACTION: Direct City staff to surplus lot.

ATTACHMENTS: Property appraiser report and maps.

ACTION:

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



Levy County, FL

Homestead Application

[Homestead Application](#)

Hurricane Damage Form

ATTENTION: This is not for FEMA.

[Hurricane Damage Form](#)

Summary

Parcel ID 0577700000
Location Address
Neighborhood Old Williston South Residential (101)
Legal Description* 06-13-19 OAKVILLA S/D BLK 1 LOT 1
*The legal description shown here may be condensed; a full legal description should be obtained from a recorded deed for legal purposes.
Property Use Code MUNICIPAL (8900)
Subdivision OAK VILLA
Sec/Twp/Rng 06-13-19
Tax District WILLISTON (District WI)
Millage Rate 21.3973
Acresage 0.140
Homestead N
Ag Classification No

[View Map](#)

Owner

Owner Name [City Of Williston](#) 100%
Mailing Address WILLISTON, FL 32696

Valuation

	2023 Certified Value
	Summary
Building Value	\$0
Extra Features Value	\$0
Market Land Value	\$10,000
Ag Land Value	\$10,000
Just (Market) Value	\$10,000
Assessed Value	\$6,589
Exempt Value	\$6,589
Taxable Value	\$0
Cap Differential	\$3,411
Previous Year Value	\$10,000

Exemptions

Homestead 2nd Homestead Widow(er) Disability Seniors Veterans Other

Land Line

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
MUNICIPAL	0	0	1	LT	\$10,000

Map



No data available for the following modules: Trim Notice, , Building Information, Extra Features, Sales, Building Sketch, Photos.

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