



**CITY OF WILLISTON  
COMMUNITY REDEVELOPMENT AGENCY  
AGENDA**

**Monday, June 12, 2023 5:30 PM  
City Council Chambers**

**BOARDMEMBERS**

**Nick Williams, Chair  
Ken Schwiebert, Vice Chair  
Jonathan Lewis, Treasurer  
Vacant  
Mike Langston**

**STAFF**

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

**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF PRIOR MINUTES**

1. May 8, 2023

**CONSENT AGENDA**

2. None

**TREASURER'S REPORT**

3. Finance Report

**PUBLIC COMMENTARY**

**OLD BUSINESS**

4. Walker Architects Invoice 20071009- \$2,689.00
5. Facade Grant Application Final Draft

**NEW BUSINESS**

6. Recommend Approval of Loan Agreement, Promissory Note and Resolution 2023-42 to City Council

7. Approve Proposal from Wright Pierce for professional services and Resolution 2023-43 upon loan approval from City Council

8. Monopoly for Businesses in Williston- Discussion

**STAFF ANNOUNCEMENTS**

**OTHER BUSINESS**

**ADJOURNMENT**

**NEXT CRA MEETING DATE**

**July 10, 2023 at 5:30 PM**

Notice:

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

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

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



**CITY OF WILLISTON  
COMMUNITY REDEVELOPMENT AGENCY**

**MINUTES**

**Monday, May 8, 2023, 5:30 PM  
City Council Chambers**

**BOARDMEMBERS**

**Nick Williams, Chair-Late  
Ken Schwiebert, Vice Chair  
Jonathan Lewis, Treasurer  
Vacant  
Mike Langston**

**STAFF**

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

**CALL TO ORDER - 5:30 PM**

**ROLL CALL**

Ms. Nicole Bouse took roll call. Mr. Nick Williams was not present but arrived at 5:37 PM.

**APPROVAL OF PRIOR MINUTES**

1. April 10, 2023

Mr. Jonathen Lewis moved to accept the minutes. Mr. Mike Langston seconded. Motion passed 3-0.

**CONSENT AGENDA**

2. None

**TREASURER'S REPORT**

3. Finance Report-

Ms. Jones explained to the Board that the \$16,200 charge was a miscoded and has been posted to the correct account.

**PUBLIC COMMENTARY- None**

**OLD BUSINESS**

4. \$16,200 Charge was miscoded. This should have been under Block 12 Improvements. That has been resolved.

5. Oelrich Construction- Approve Pay Application #10 \$39,777.50-

Mr. Mike Langston moved to approve Pay Application #10 for \$39,777.50. Mr. Jonathan Lewis seconded. Motion passed 3-0.

6. Façade Grant Application -Discussion-

Board made the final changes and Ms. Jones will bring finalized copy to next meeting.

**NEW BUSINESS -None**

**STAFF ANNOUNCEMENTS** – Mr. Williams asked if we could look into timed lighting for the parking lot of Block 12.

**OTHER BUSINESS - None**

**ADJOURNMENT – 6:01 PM**

**NEXT CRA MEETING DATE**

**June 12, 2023, at 5:30 PM**

---

**Nick Williams, Chair**

---

**Nicole Bouse, Recording Secretary**

**Notice**

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

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

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



CRA FUND  
ACTUAL VS BUDGET  
75.00 % Yr Complete For Fiscal Year: 2023 / 6

	G/L NO.	DESCRIPTION	ANNUAL BUDGET	ACTUAL YTD	VARIANCE	% OF BUDGET	
		TOTAL EXPENDITURES	1,516,664.00	495,845.15	(1,020,818.85)	(32.00)%	
		EXCESS REV. OVER/UNDER EXPEND.	0.00	(176,598.06)	(176,598.06)	0.00 %	

**Date: June 12, 2023**

**CRA AGENDA ITEM**

---

**TOPIC: Walker Architects Invoice 20071009**

**BACKGROUND / DESCRIPTION:**

**This an invoice for professional services through March 10, 2023.**

**LEGAL REVIEW: NA**

**FISCAL IMPACTS: \$2,689.00**

**RECOMMENDED ACTION: Approve Invoice 20071009 - \$2,689.00**

**ATTACHMENTS: Invoice 20071009**

**CRA BOARD ACTION:**

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



**Walker Architects, Inc.**  
**2035 NW 13th Street**  
**Gainesville, FL 32609**

March 20, 2023  
Project No: 20071-00  
Invoice: 20071009

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

20071-00 City of Williston Streetscape and Facade

**Professional Services through March 10, 2023**

**Fee Basis Billing**

Billing Phase	Fee	% Complete	Earned	Previous	Current
Structural Assessment	3,000.00	100.00	3,000.00	3,000.00	0.00
Concept Design	20,000.00	100.00	20,000.00	20,000.00	0.00
Construction Documents	33,524.00	100.00	33,524.00	33,524.00	0.00
Construction Administration	10,756.00	100.00	10,756.00	8,067.00	2,689.00
Early Release Demolition	7,818.00	100.00	7,818.00	7,818.00	0.00
Total Fee	75,098.00		75,098.00	72,409.00	2,689.00
<b>Total Fee</b>				<b>2,689.00</b>	
<b>Total this Invoice</b>				<b>\$2,689.00</b>	

Remit payment to: Walker Architects | 2035 NW 13th Street, Gainesville, FL 32609

---



**Date: June 12, 2023**

---

**CRA AGENDA ITEM**

---

**TOPIC: Façade Grant Program**

**BACKGROUND / DESCRIPTION:**

The CRA Board asked for revisions to be made to the Façade Grant Program and create a scoring sheet.

**LEGAL REVIEW: NA**

**FISCAL IMPACTS: NA**

**RECOMMENDED: Approve Final Draft**

**ATTACHMENTS: Façade Grant Guidelines, Scoring Sheet and Application**

**CRA BOARD ACTION:**

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



## **WILLISTON CRA FAÇADE**

The Façade Grant Program is designed to improve the level of beauty of eligible structures in the City of Williston. This packet is designed to give the building owner all the information necessary to move toward obtaining a grant.

This grant program is the responsibility of the CRA which also works with our City Planner. It is the responsibility of the building owner to present questions, if any, to the CRA Board. Once the answers to the questions are administered, the building owner will begin the entire process of gathering quotes with great detail as necessary.

Upon completion of the written material and drawings, the building or business owner may make a presentation to the CRA Board for approval. There is a grading system that is used to provide as a guide toward the implementation and acceptance of the grant.

If the CRA approves the grant, the building or business owner will be notified. The building or business owner will then begin the work with the chosen contractor or contractors specified in the acceptance documents.

The grant money will be given in the form of a check once the work is finished, inspected and approved by an agent of the CRA or any portion thereof.

The CRA thanks you in advance for doing all you can to make Williston, FL a great place to live, work and visit. We at the CRA are sincerely dedicated to the people of the City of Williston and all those that pass through as they enjoy our amenities, services and businesses that serve others.

Sincerely,

Nick Williams, CRA Chair

WILLISTON  
COMMUNITY REDEVELOPMENT AGENCY

DOWNTOWN  
REDEVELOPMENT DISTRICT

WILLISTON CRA FAÇADE  
IMPROVEMENT GUIDELINES

Available to businesses/owners within the Downtown Redevelopment District

Adopted January 2, 2007  
Revised June 2023

50 Northwest Main Street  
Williston, FL 32696

352-528-3060 (phone)  
352-528-2877 (fax)

## **Facade Improvement Incentive Program**

### **I. Purpose**

The Williston Community Redevelopment Agency (CRA) is offering a competitive matching grant program as an incentive to owners of buildings and businesses to improve building facades within the Downtown Redevelopment District. Eligible façade improvements may include removing old façade structures, installing new or replacement awnings and/or canopies, and performing other improvements in a manner consistent with the City Land Development Code, and all applicable regulations codes and ordinances.

### **II. Applicant Eligibility and Funding**

Building owners, or business owners occupying storefronts in an eligible building who have obtained written approval from building owners are invited to participate in the program. Applicants must use the grant proceeds only on buildings within the Downtown Redevelopment District. Noble Avenue and Main Street will be considered target corridors for this program. Applicant must match grant funds dollars-for-dollar (1:1).

1. Grant awards shall not exceed 50% of the project cost up to \$5,000, meaning *each storefront* will be eligible for a maximum grant of up to \$5,000.
  - a. If the building, regardless of the number of storefronts, has a second elevation that can be seen from the targeted corridor the building would be eligible for another \$5,000, therefore the maximum grant award is \$10,000.00. A storefront is defined as having a street address and public access to the business. No more than two sides of any one business/storefront can be included in the grant for consideration by CRA.
  - b. For example: two public entrances are allowable, or one public entrance and one side elevation are allowable (if the side elevation is clearly visible in the targeted corridor). A strip mall scenario would include eligibility of each individual storefront plus one elevation. Qualification for improvements to two facades does not guarantee funding for two facades.
2. No roofing expenses are allowed to be included in the grant.
3. The number and value of grant awards is variable and subject to annual funding availability. CRA maintains discretion over the number of awards allocated during a grant cycle.
4. The dollar-for-dollar match provided by the Grant Recipient shall be cash value for goods and/or services.
5. Work done by business or building owner will not be funded for labor.
6. Applications will be evaluated by CRA staff according to a point system. Points will be assigned as follows:
  - Project transforms the building from worst case to best case (5 points)

- Project is located along Noble Avenue or Main Street (3 points)
- Project advances an appropriate style for this building (3 points)
- Project preserves or restores original decorative building elements (5 points)
- Project is needed to attract or retain one of the following tenants: restaurant/café, retail, office, service oriented (5 points)
  - Please include a letter from business committing to occupy the storefront.
- Project corrects code deficiencies related to the façade (3 points)
- Project includes removing non-original masonry or wood cladding (3 points)
- The project is part of a complete restoration that returns a vacant storefront of upper story space to productive use (3 points)
- Additional points are given for individual improvements, i.e. 1 point each for painting, awning, windows, doors, etc.

### **III. Restrictions on Funding**

*Funding is for façade work only:* Only costs related to exterior work that is visible from the target corridors are eligible for the façade grant program. Interior upgrades are not eligible.

### **IV. Application Deadline**

Applicants must submit their applications to the CRA no later than **4:00 PM on the 3<sup>rd</sup> Friday of the month to be considered in the following month's meeting.** Submit application to:

**Williston Community Redevelopment Agency  
Attention: Façade Improvement Incentive Program  
Post Office 160  
Williston, FL 32696**

**Should any grant funds remain unclaimed after the Fiscal year, additional applications will be reviewed on a quarterly basis with extended deadlines being the last business day of October 1st until such time all allocated funds have been distributed.**

### **V. Grant Guidelines**

1. The building facades eligible for the program must be within the Downtown Redevelopment District.
2. The grant funds may not exceed 50% of the façade improvement project.

3. Buildings must meet Health and Safety Standards of the Florida Building Code.
4. Applications for Façade Grants must be made and approved in advance of work and a plan must be accepted by CRA prior to funding, provided all provisions of the matching grant program are met.
5. All improvements conducted with the use of matching grant funds must be performed in a manner consistent with the City Land Development Code, the Florida Building Code and all applicable regulations, codes and ordinances.
6. Grant recipients and building owners must agree that improvements made using these funds will stay in place a minimum of five years. If the improvements are replaced within five years of façade project completion, the grant recipient must repay a pro rata portion of the grant proceeds invested in the project for the number of months remaining. By acceptance of the Grant, Grant Recipient and, if applicable, building owners, agree to restore and maintain (keep in good working condition and appearance) the improvements during the five year period, and upon failing to do so shall be obligated to repay a pro rata portion of the grant as described above. The same requirement shall be in effect if the building or business lease is transferred within five years of façade project completion. Exceptions:
  - a. The improvement has been damaged beyond repair (i.e. broken awning) and the grant recipient has replaced the improvement.
  - b. The improvement was replaced for the purpose of further renovation that will enhance the project, as determined in the sole discretion of the CRA.
7. Applicant is responsible for obtaining or having obtained all required building permits for the work undertaken and must have a current business license.
8. Projects must be completed within **6 months** of the grant award. The CRA shall disburse funds to the grant recipient or contractor with grant recipient's approval only upon demonstration that the work has been completed. Grant recipients must submit copies of paid invoices to validate that the dollar-for-dollar (1:1) match requirements have been met under terms of the grant (i.e., a \$5,000 grant award requires submission of at least \$10,000 in invoices) specific to the designated façade(s) in the grant application.
9. Grant extensions shall be granted by the CRA on a very limited, case-by-case basis where the contractor is having difficulty meeting the deadline due to weather delay, scheduling conflicts or supply issues.
10. The CRA shall have no liability for workmanship, design, or construction related to the project receiving grant funds under this program.
11. Once a maximum grant for any storefront has been awarded, the business occupying the storefront or building owner cannot reapply for another grant for the same location for a 3-year period.
12. New grant applicants will have priority over projects applying for funding for phased work.

13. Grant Recipient agrees to allow the CRA to photograph the project for use in future publications.

## **VI. Eligible Expenses**

1. Awnings/Canopies – including the removal of the old and the design, production, and installation of new awnings and canopies.
2. Facades – Includes work performed on the exterior storefront of a building such as cleaning masonry (high pressure water or steam – sandblasting is prohibited on masonry structures), painting, re-pointing or mortar joints, woodwork, window and/or door replacement, other repairs or rebuilding historic storefronts. Does not include roof work like re-roofing.
3. Walls and Fencing – Includes work that removes and replaces or adds appropriate fencing and landscaping to hide incompatible uses or negative site elements such as storage yards, outdoor fabrication, work area, or dumpsters.
4. Removing and disposing of old façade coverings (i.e. vinyl and aluminum cladding, window boards)
5. Architectural fees (not to exceed 10% of grant amount).
6. Removing old wood, aluminum, or stucco cladding – includes materials and services to remove the cladding.

## **VII. Grant Application Process**

The Grant application process is as follows:

1. Applicant submits grant application and all necessary documentation to the CRA by **4:00 P.M. on the last Friday of the month. See application deadline, Section IV any possible façade grant extensions.**
2. The CRA reviews, approves, disapproves or approves with conditions for final approval.
3. The CRA will notify applicant of approval or denial in writing.
4. Grant recipient requests funds after completing the proposed façade improvements.
5. CRA staff inspects the project and applicant's paid invoices to verify completion of work as proposed in the application.
6. CRA disburses funds to grant recipient within 45 days of approval of the completed project.

Applications containing the following items shall be deemed complete:

1. Completed application form.
2. Photograph of the existing building conditions.
3. Sketches and/or digital illustrations of elevations of proposed improvements.
4. Description of materials to be used, the construction procedure and proposed colors.
5. Two cost estimates from different sources.
6. Evidence of agreement with Program requirements by building owner, for business owner's applicants.

### **VIII. Completion Reports**

1. Grant recipients are required to submit a Façade Improvement completion report to the CRA which includes:
  - A letter from the grant recipient indicating that the project is finished and asking for reimbursement grant funds to be paid.
  - Before and after photos of the façade project.
  - A reasonably detailed breakout of expenses (separate costs for siding, awnings, paint, resurfacing, fencing, etc.) for the project.
  - Photocopies of receipts or invoices that validate the dollar-for-dollar (1:1) match of the grant award; for example, the recipient must back up a \$5,000 grant award with a minimum of \$10,000 in paid receipts specific to the designated façade(s) in the original grant application.
2. After completion reports are reviewed and approved by the CRA, the CRA will request a check from the City Clerk, which will be mailed to the grant recipient(s). **No more than 45 days** shall pass between the time recipients submit completion reports and the time grant monies are awarded.

### **IX. Nondiscrimination**

The City of Williston does not discriminate on the basis of race, color, gender, age, religion, national origin, marital status, sexual orientation, or disability (protected characteristics) and will not tolerate any discrimination by or against its employees or citizens utilizing City services, programs, and activities.



**WILLISTON CRA FAÇADE IMPROVEMENTS  
APPLICATION**

Community Redevelopment Agency  
PO Drawer 160  
Williston, FL 32696  
Phone (352) 528-3060, Fax (352) 528-0390

**\*\*INSTRUCTIONS\*\***  
**\*\*APPLICATIONS DUE BY THE LAST FRIDAY OF THE MONTH\*\***

**SECTION 1 APPLICANT INFORMATION**

Your Name: \_\_\_\_\_ Name of Business: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
Street City State Zip Code

Telephone: (\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_

If you are not the Building Owner, please complete Section 2 below.

**SECTION 2 BUILDING OWNER INFORMATION (TO BE COMPLETED BY TENANT)**

Owner Name: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
Street City State Zip Code

Telephone: (\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_

**SECTION 3 BUILDING INFORMATION**

Building Address: \_\_\_\_\_  
Number Street

Building improvements proposed in this application. Check all that apply.

- |  |  |
|--|--|
| <input type="checkbox"/> Paint             | <input type="checkbox"/> Power washing                       |
| <input type="checkbox"/> Repair masonry    | <input type="checkbox"/> Replace windows and doors           |
| <input type="checkbox"/> Awning            | <input type="checkbox"/> Repair wood work                    |
| <input type="checkbox"/> Exterior Lighting | <input type="checkbox"/> Remove old cladding (stucco, metal) |
| <input type="checkbox"/> Other _____       |  |

#### **SECTION 4 CONTRACTOR'S COST ESTIMATES**

You must attach at least two (2) cost estimates from different contractors for all categories of work. All estimates must include identical scopes of service. If applicable to the selected primary contractor, attach copies of contractor's general liability insurance certificate and appropriate license. Attach additional contractor's estimates as needed.

**\*\*Please check the contractor selected for this project.**

\_\_\_\_ Name of Contractor #1: \_\_\_\_\_ Cost Estimate: \$ \_\_\_\_\_

\_\_\_\_ Name of Contractor #2 \_\_\_\_\_ Cost Estimate: \$ \_\_\_\_\_

#### **SECTION 5 SIGNATURES**

Your application must include all of the following:

1. Proof of building ownership or letter of consent from the owner. Copies of deeds and county tax records will be accepted as proof.
2. Photograph of the existing building showing exterior conditions.
3. Sketches and/or elevations of proposed improvements, including colors.
4. Description of materials to be used.
5. Two cost estimates from two different sources. Scopes of service from each contractor must be identical.
6. Selected contractor's general liability insurance certificate and contractor's license.

**AS BUILDING OWNER**, I certify that I have reviewed the Application, understand that this grant will pay a portion of building improvements to be completed and I approve of the proposed improvements. I also accept responsibility (both jointly and severally) for the construction and maintenance pursuant to the grant program, a copy of which is attached hereto and incorporated herein, and for compliance with the Land Development Code of the City of Williston.

\_\_\_\_\_  
Signature of Building Owner

\_\_\_\_\_  
Date

**AS APPLICANT**, I understand that this grant does not constitute a permit and permits must be obtained in order for the work to be allowed. I also understand that the CRA is responsible only for the grant amount and no more. I also accept responsibility (both jointly and severally) for the construction and maintenance of any improvements pursuant to the grant program and for compliance with the Land Development Code of the City of Williston.

\_\_\_\_\_  
Signature of Building Owner / Lessor

\_\_\_\_\_  
Date

The City of Williston does not discriminate on the basis of race, color, gender, age, religion, national origin, marital status, sexual orientation, or disability (protected characteristics) and will not tolerate any such discrimination by or against its employees or citizens utilizing City services, programs, and activities.

## Façade Grant Application Checklist And Score Sheet

Please check all that apply:

1. Is the project expected to transform the building from worst case to best case?  
(5 points) \_\_\_\_
2. Is the project located along Noble and Main Street?  
(5 points) \_\_\_\_
3. Does the project advance an appropriate style for this building?  
(3 points) \_\_\_\_
4. Does the project preserve or restore original decorative building elements?  
(5 Points) \_\_\_\_
5. Is the project needed to attract or retain one of the following tenants: restaurant/café, retail, office, etc.?  
(5 points) \_\_\_\_
6. Does the project correct code deficiencies related to the façade?  
(3 points) \_\_\_\_
7. Does the project include removing non-original masonry or wood cladding?  
(3 points) \_\_\_\_
8. Is the project part of a complete restoration that returns a vacant storefront of upper story space to productive use?  
(3 points) \_\_\_\_

Does the project mean the minimum point value of 20? \_\_\_\_ Yes \_\_\_\_ No

Number of public/main entrance facades for grant consideration? \_\_\_\_\_ (No point value)

Is applicant including a second elevation (visible side of building that is not a main entrance) in grant application for CRA consideration?

Yes \_\_\_\_ No \_\_\_\_ Indicate Side: \_\_\_\_\_

Date & Time Application Received: \_\_\_\_\_ CRA Review Date: \_\_\_\_\_

Received by (print name): \_\_\_\_\_

- |  |       |     |      |    |
|--|-------|-----|------|----|
| • Proof of ownership attached?         | ____  | Yes | ____ | No |
| • Photographs attached?                | ____  | Yes | ____ | No |
| • Description of materials attached?   | ____  | Yes | ____ | No |
| • Sketches and/or elevations attached? | ____  | Yes | ____ | No |
| • Copy of business license attached    | ____  | Yes | ____ | No |
| • Contractor estimates attached        | ____  | Yes | ____ | No |
| • Contractor insurance attached        | ____  | Yes | ____ | No |
| • Final approval by CRA Agency         | ____  | Yes | ____ | No |
| • If no, state reason for denial:      | _____ |     |      |    |
| • Date:                                | _____ |     |      |    |

**Date: June 12, 2023**

---

**CRA AGENDA ITEM**

---

**TOPIC: Block 12 Loan Agreement and Resolution 2023-42**

**BACKGROUND / DESCRIPTION:**

**This is the Loan Agreement from Seacoast Bank for \$1,000,000.00 with a 5.15% interest rate to be paid over the course of 60 months. The first 12 months of payments will be interest only, followed by 48 monthly payments in an amount required to amortize the unpaid principal balance in equal monthly payments over the remaining life of the loan.**

**LEGAL REVIEW: NA**

**FISCAL IMPACTS: \$1,000,000.00**

**RECOMMENDED ACTION: Recommend Approval of Loan Agreement, Promissory Note and Resolution 2023-42 to City Council**

**ATTACHMENTS: Loan Agreement, Promissory Note, Resolution**

**CRA BOARD ACTION:**

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

## LOAN AGREEMENT

THIS AGREEMENT, made effective as of \_\_\_\_\_, 2023, by the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF WILLISTON, FLORIDA, (the "CRA"), in connection with and as a part of that certain promissory note, ("Note"), given to SEACOAST NATIONAL BANK, (the "Lender"), with the intention that this agreement be incorporated therein;

WHEREAS, The CRA has determined to proceed with a redevelopment project within the City of Williston's designated Community Redevelopment Area, which project serves a valid CRA and municipal purpose; and

WHEREAS the cash reserves of the CRA are insufficient to fully fund the anticipated redevelopment project; and

WHEREAS, the CRA desires to borrow funds from the Lender in order to fully fund the anticipated redevelopment project to be repaid from future CRA revenues;

NOW, THEREFORE, the CRA does hereby acknowledge, agree and covenant as follows:

SECTION 1: Representations of the CRA. The CRA represents for the benefit of the Lender as follows:

- (a) Organization and Authority.
  - (i) The CRA is duly created and validly existing pursuant to the provisions of Part III, Chapter 163, Florida Statutes.
  - (ii) The CRA has full legal right and authority as of the date hereof to carry on its redevelopment activities, to enter into this Loan Agreement, to execute and deliver the Note, to undertake and complete the CRA's redevelopment project, and to carry out and consummate all transactions contemplated by this Loan Agreement.
  - (iii) The proceedings of the CRA governing body approving this Loan Agreement and the Note and authorizing their execution and delivery on behalf of the CRA and authorizing the CRA to undertake and complete the CRA's redevelopment project have been duly and lawfully adopted at a meeting or meetings duly called and held at which quorums were present and acting throughout and such meeting or meetings were duly called pursuant to necessary public notice and held in accordance with all applicable law including Section 286.011, Florida Statutes, as amended.
- (b) Compliance with Existing Laws and Agreements. The execution and delivery of this Loan Agreement and the Note by the CRA, the performance by the CRA of its obligations hereunder and thereunder and the consummation of the transactions provided for in the Loan Agreement and the Note and compliance by the CRA with the provisions of this Loan Agreement and the Note and the undertaking and completion of the CRA's redevelopment project will not result in any breach of the any of the terms, conditions or provisions of, or

constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the CRA pursuant to any existing bond ordinance, trust agreement, indenture, mortgage, deed of trust, to which the CRA is a party or by which the CRA, or any of its property is or may be bound, nor will such action result in any violation of the provisions of any document pursuant to which the CRA was established or any laws, ordinances, governmental rules, regulations or court orders to which the CRA, or its property or operations is subject.

(c) Use of Proceeds. The CRA will apply the proceeds of the Loan received from Lender for the CRA redevelopment project. The CRA will not use any of the proceeds of the Loan in a manner which would cause the interest paid by the CRA on the Loan to be included in the Gross Income of the Lender.

## SECTION 2: Particular Covenants of the CRA.

(a) The CRA agrees (i) to cooperate with Lender in the performance of the obligations of the CRA under this Loan Agreement; (ii) to generate funds sufficient to fulfill the terms of all contracts and agreements made by the CRA, including, without limitation, this Loan Agreement, and (iii) to pay all other amounts payable from or constituting a lien or charge on the revenues or other receipts of the CRA.

(b) The CRA shall not be required to make payments under this Loan Agreement except from the revenues or other receipts of the CRA and from other funds of the CRA which are legally available therefor.

(c) ~~The CRA shall not sell, lease, abandon or otherwise dispose of any assets of the CRA except on written consent by Lender.~~

(d) The CRA covenants and agrees that it shall not take any action or omit to take any action which would result in the loss of the exclusion from gross income for Federal income tax purposes of the interest on any Obligation or Obligations issued by Lender or which could be issued by Lender in the future, as governed by the Internal Revenue Code or any rulings promulgated thereunder or as affected by a decision of any court or competent jurisdiction.

(e) The CRA shall keep accurate records and accounts for the CRA, separate and distinct from other records and accounts of the City. Such records and accounts shall be audited annually by an independent certified public accountant. Such records and accounts shall be made available for inspection by Lender at any reasonable time, and a copy such annual audit, including all written comments and recommendations of such accountants, shall be furnished to Lender as soon as available.

(f) The CRA shall maintain or cause to be maintained, in force, insurance with responsible insurers with policies or self insurance providing against risk or direct physical loss, damage or destruction of the assets of the CRA, including liability all to the extent available at reasonable cost but in no case less than will satisfy all applicable regulatory requirements.

(g) The CRA certifies that the cost of the City's redevelopment project is a reasonable and accurate estimation thereof and upon direction of the Lender will supply the same with a certificate from CRA or independent engineers stating that such cost of the CRA project is a reasonable and accurate estimation thereof.

(h) The CRA shall promptly notify Lender, of any material adverse change in the CRA.

Executed after approval by the CRA Board in regular session, this \_\_\_\_ day of \_\_\_\_\_, 2023.

COMMUNITY REDEVELOPMENT AGENCY  
CITY OF WILLISTON, FLORIDA

BY: \_\_\_\_\_

\_\_\_\_\_  
CRA Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, CRA Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
\_\_\_\_\_, CRA and City Attorney

PROMISSORY NOTE

**Borrower: COMMUNITY REDEVELOPMENT  
AGENCY OF THE CITY OF WILLISTON  
FLORIDA  
P.O. Box 160  
Williston, Florida 32696**

**Lender: SEACOAST NATIONAL BANK  
342 East Noble Avenue  
P. O. Box 788  
Williston, Florida 32696**

Principal Amount: **\$1,000,000.00**

Date of Note: \_\_\_\_\_, **2023**

**PROMISE TO PAY.** THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF WILLISTON, FLORIDA, (the "Borrower"), promises to pay to Seacoast National Bank, ("Lender"), or order, in lawful money of the United States of America, the principal amount of One million and 00/100 dollars, (\$1,000,000.00), or so much as may be outstanding, together with interest on the unpaid principal balance from the date that principal is advanced until paid in full.

**INTEREST RATE; ORIGATION FEE.** The interest rate on this note shall be **5.15%**.

**LINE OF CREDIT.** This Note evidences a straight line of credit under which principal advances up to the Principal Amount are contemplated. When advances are made totaling the Principal Amount, Borrower is not entitled to any further principal advances. Advances under this line of credit shall be authorized by a written resolution adopted by a majority of the Board of the CRA at a regularly scheduled CRA meeting. Borrower agrees to be liable for all amounts advanced in accordance with the above authorization process and credited to any of Borrower's accounts with Lender.

**PAYMENT.** Borrowers will pay this loan in 12 monthly payments of interest only, beginning \_\_\_\_\_, 2023, followed by 48 monthly payments in an amount required to amortize the unpaid principal balance in equal monthly payments over the remaining life of the loan, with the first such amortized payment being due on \_\_\_\_\_, 2024. If not paid earlier, Borrower's final payment will be due on \_\_\_\_\_, 2028, and will be for all principal and all accrued interest not yet paid. The annual interest rate for this Note is computed on a 365/360 basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid costs and late charges.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower making fewer payments.

**REVENUE PLEDGE.** To secure Borrower's repayment obligations under this Note, the CRA assigns to Lender all tax increment revenues, (pursuant to Fla. Stat. Chapter 163), received by the CRA. Borrowers agrees that, if the CRA revenue received is insufficient to pay the payments due under this Note, the CRA will pay any shortage from other legally available funds. Borrower and Lender further agree and acknowledge that this Note is a "revenue obligation" and that the full faith and credit or taxing power of the Borrower is not pledged, either directly or indirectly for the repayment of this Note.

**TAX EXEMPTION ON INTEREST.** Borrower represents, covenants and warrants that it is a political subdivision of the State of Florida, such that any interest received by Lender under this Note shall qualify for exemption from Federal income taxes under the Internal Revenue Code. Borrower understands that the interest rate on this Note is calculated based on the corporate tax rates applicable under the Internal Revenue Code as of the date of this Note. In the event that corporate tax rates should decrease or that there be other changes in the Internal Revenue Code which may affect the tax equivalent yield of the interest received by the Lender under this Note, the



interest rate shall be adjusted upon written notice from Lender to Borrower to achieve the same tax equivalent yield recognized by Lender as of the inception of this Note.

**DEFAULT.** Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (d) Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (f) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

**LENDER'S RIGHTS.** Upon default, Lender may declare the entire unpaid principal balance on the Note and all accrued unpaid interest immediately due, without notice. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender the amount of these costs and expenses, which includes, subject to any limits under applicable law. Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. This Note has been delivered to Lender and accepted by Lender in the State of Florida. If there is a lawsuit, Borrowers agree upon Lender's request to submit to the jurisdiction of the courts of Levy County, the State of Florida. This Note shall be construed in accordance with the laws of the State of Florida.

**GENERAL PROVISIONS.** If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as "charge or collect"), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law of the State of Florida (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower, to the extent allowed by law, waives presentment, demand for payment, protest and notice of dishonor.

COMMUNITY REDEVELOPMENT AGENCY  
CITY OF WILLISTON, FLORIDA

BY: \_\_\_\_\_  
\_\_\_\_\_  
CRA Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, CRA Secretary

**RESOLUTION 2023-42**

**Borrower:**  
**COMMUNITY REDEVELOPMENT AGENCY**  
**OF THE CITY OF WILLISTON, FLORIDA**  
**P. O. Box 160**  
**Williston, Florida 32696**

**Lender:**  
**Seacoast National Bank**  
**342 East Noble Avenue**  
**P. O. Box 788**  
**Williston, Florida 32696**

=====

WHEREAS, the Community Redevelopment Agency of the City of Williston, Florida, (the "CRA"), is validly created and existing under the laws of the State of Florida and is duly authorized to transact business in the State of Florida; and

WHEREAS, the CRA has determined that it would be a proper CRA purpose to undertake a redevelopment project to be paid, in part, by funding provided under a promissory note from a local banking institution, with the promissory note being repaid with funds received by the CRA from annual tax increment revenues; and

WHEREAS, the CRA hereby finds that, after comparison of alternative financing options, the costs associated with competitively bidding for placement of the loan, and the benefit to the citizens of Williston from dealing with a locally owned financial institution, it would be in the best interest of the City to directly negotiate the loan with Seacoast National Bank rather than award the loan at a public sale;

NOW THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF WILLISTON, FLORIDA, THAT:

1. \_\_\_\_\_, as Chair of the CRA, acting for and on behalf of the CRA is hereby authorized and empowered to execute and deliver to Lender a loan agreement and a promissory note in a form identical to that which is attached hereto as Exhibit "A", (Loan Agreement) and Exhibit "B", (Promissory Note), which documents include a pledge of annual tax increment revenues received by the CRA; and

2. Principal advances anticipated by the promissory note, at the time as the funds are necessary for the payment of draws to fund the redevelopment project, shall be authorized by the CRA.

Passed by the CRA Board in regular session, this \_\_\_\_ day of \_\_\_\_\_, 2023.

COMMUNITY REDEVELOPMENT AGENCY  
CITY OF WILLISTON, FLORIDA

BY: \_\_\_\_\_  
\_\_\_\_\_  
CRA Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, CRA Secretary

APPROVED:

\_\_\_\_\_  
S. Scott Walker, City Attorney

**Date: June 12, 2023**

---

**CRA AGENDA ITEM**

---

**TOPIC: Resolution 2023-43 Block 12 Professional Services Wright Pierce**

**BACKGROUND / DESCRIPTION:**

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

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

**LEGAL REVIEW: NA**

**FISCAL IMPACTS: \$82,500**

**RECOMMENDED ACTION: Approve Proposal for Professional Services and Resolution 2023-43 upon loan approval from City Council.**

**ATTACHMENTS: Proposal and Resolution 2023-43**

**CRA BOARD ACTION:**

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

January 23, 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 2023 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 addenda 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 bi-weekly construction status meetings either on-site or at City Hall.
- Perform bi-weekly on-site observations of the project to verify reasonable conformity with the construction documents. 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 bi-weekly visits.
- Verify quantities/limits of constructed work for the purpose of determining accuracy of Contractor payment requests and loan disbursements during bi-weekly 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 bi-weekly 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.
- Bi-weekly 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 2023 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.



1/23/2023

Terry Bovaird

Page 6 of 7

## 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](mailto:walter.nickel@wright-pierce.com)

---

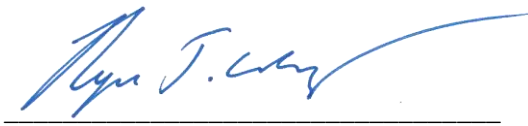
**Professional Services Task Order for  
Williston Downtown Parking Plan (a.k.a. Block 12) Construction Management  
and Loan Administration, City of Williston, FL**

**Contract Acceptance Signatures**

Engineer: Wright-Pierce, Inc.

Owner: City of Williston CRA

By: \_\_\_\_\_



Signature

By: \_\_\_\_\_

Signature

Date: January 23, 2023  
Ryan T. Wingard, PE  
Vice President

Date: \_\_\_\_\_

**RESOLUTION 2023-43**

**A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, 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 City of Williston, Levy County, Florida, that:

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

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

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

**PASSED AND ADOPTED on \_\_\_\_\_, 2023.**

**CITY OF WILLISTON, FLORIDA**

---

Debra Jones, President  
Williston City Council

---

ATTEST: Latricia Wright  
City Clerk

**Date: June 12, 2023**

---

**CRA AGENDA ITEM**

---

**TOPIC: Monopoly Board for Businesses in Williston**

**BACKGROUND / DESCRIPTION:**

**The Town of Monticello has created a Monopoly board sponsored by their local businesses. We thought that it would a great idea to bring this idea to Williston.**

**LEGAL REVIEW: NA**

**FISCAL IMPACTS: NA**

**RECOMMENDED ACTION: Discussion**

**ATTACHMENTS: Monticelloopoly**

**CRA BOARD ACTION:**

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



## Monticellopolo

\$37.00

Quantity

PLAY your WAY around the City of Monticello, Florida! Games are available for PICKUP at the Chamber!