



# CITY OF WILLISTON COMMUNITY REDEVELOPMENT AGENCY AGENDA

Monday, August 14, 2023 5:30 PM City Council Chambers

#### **BOARDMEMBERS**

Nick Williams, Chair Ken Schwiebert, Vice Chair Jonathan Lewis, Treasurer Stephen M. McMillen Mike Langston

#### <u>STAFF</u>

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

#### **CALL TO ORDER**

#### **ROLL CALL**

Officially Welcome Mr. Stephen M. McMillen

#### APPROVAL OF PRIOR MINUTES

- 1. June 12, 2023
- 2. June 29, 2023
- 3. No Meeting July

#### **CONSENT AGENDA**

2. None

#### TREASURER'S REPORT

3. Finance Report

#### **PUBLIC COMMENTARY**

#### **OLD BUSINESS**

4. Monopoly Board

#### **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

STAFF ANNOUNCEMENTS
OTHER BUSINESS
ADJOURNMENT

NEXT CRA MEETING DATE September 11, 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 <u>Section 286.26</u>, <u>Florida Statutes</u>, 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, 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 – Excused Absence

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

#### ROLL CALL

Ms. Nicole Bouse, Secretary took roll call.

#### APPROVAL OF PRIOR MINUTES

1. May 8, 2023

Mr. Jonathen Lewis moved to accept the minutes. Dr. Ken Schweibert seconded. Motion passed 4-0.

#### **CONSENT AGENDA**

2. None

#### TREASURER'S REPORT

3. Finance Report

Ms. Jones reviewed finance report.

#### **PUBLIC COMMENTARY**

4. None

#### **OLD BUSINESS**

5. Walker Architects Invoice 20071009- \$2,689.00

Dr. Schweibert moved to approve. Mr. Mike Langston seconded. Motion passed 4-0.

Facade Grant Application Final Draft

Dr. Schweibert moved to approve. Mr. Mike Langston seconded. Motion passed 4-0.

#### **NEW BUSINESS**

- 6. Recommend Approval of Loan Agreement, Promissory Note and Resolution 2023-42 to City Council Tabled
- 7. Approve Proposal from Wright Pierce for professional services and Resolution 2023-43 upon loan approval from City Council Tabled
- 8. Monopoly for Businesses in Williston Discussion. Board would like Nicole Bouse to get quotes.

#### STAFF ANNOUNCEMENTS

#### **OTHER BUSINESS**

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

Ms. Debra Jones, City Council President discussed a Walk of Fame in Williston. Board would like pursue this and create a nomination process.

#### **ADJOURNMENT - 6:01PM**

## NEXT CRA MEETING DATE July 10, 2023 at 5:30 PM

Nicole Bouse, Recording Secretary

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# CITY OF WILLISTON COMMUNITY REDEVELOPMENT AGENCY SPECIAL MEETING MINUTES

Thursday June 29, 2023 5:30 PM City Council Chambers

#### **BOARDMEMBERS**

Nick Williams, Chair Ken Schwiebert, Vice Chair Jonathan Lewis, Treasurer - Absent Stephen M. McMillen Mike Langston

#### **STAFF**

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

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

#### ROLL CALL

#### **NEW BUSINESS**

1. Review of quotes and approval of contractor for arcade roof replacement.

Discussion of roof damage and quotes. Board gave Director permission to accept a quote not to exceed \$10,000. Preferred Worthmann as contractor.

Dr. Ken Schweibert moved to move forward with Worthmann for \$10,000. Mike Langston Seconded. Motion passed 4-0.

#### **ADJOURNMENT -6:06PM**

### NEXT CRA MEETING DATE

July 10, 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.

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## 08/04/23 08:56 CITY OF WILLISTON WEEKLY REPORT AS OF 08/04/23 (84% OF FISCAL YEAR)

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#### **CRA FUND ACTUAL VS BUDGET**

91.66 % Yr Complete For Fiscal Year: 2023 / 8

G/L NO.	DESCRIPTION	ANNUAL	ACTUAL	VARIANCE	% OF
		BUDGET	YTD		BUDGET
	REVENUES				
403-331-200	TAX INCREMENTAL REVENUE - CITY	170,991.00	85,495.50	(85,495.50)	50.00 %
403-331-300	TAX INCREMENTAL REVENUE - COUNTY	227,988.00	227,988.14	0.14	100.00 %
403-360-100	MISC INCOME	0.00	480.00	480.00	0.00 %
403-361-100	INTEREST INCOME	150.00	12.18	(137.82)	8.12 %
403-366-000	DONATIONS	0.00	5,296.27	5,296.27	0.00 %
403-384-000	OTHER FINANCING SOURCES	117,035.00	0.00	(117,035.00)	0.00 9
403-384-200	LOAN PROCEEDS	1,000,000.00	0.00	(1,000,000.00)	0.00 %
403-385-000	SPECIAL EVENTS	500.00	0.00	(500.00)	0.00 %
	TOTAL REVENUES	1,516,664.00		(1,197,391.91)	21.05 %
	EXPENDITURES		=========	- ======= :	========
	OPERATING / PERSONAL SERVICES				
403-552-010-014	OVERTIME / TEMBORME SERVICES	150.00	169.45	19.45	112.97 %
403-552-010-021	PAYROLL TAXES	3,663.00	2,811.49	(851.51)	76.75
403-552-010-022	RETIREMENT	477.00	395.23	(81.77)	82.86
403-552-010-023	LIFE & HEALTH INSURANCE	10,921.00	8,920.46	(2,000.54)	81.68
403-552-010-024	WORKER'S COMPENSATION	1,567.00	1,707.38	140.38	108.96
403-552-010-112	SALARIES & WAGES	47,730.00	37,522.82	(10,207.18)	78.61
403-552-010-113	OTHER SALARIES	0.00	20.71	20.71	0.00
403-552-030-031	PROFESSIONAL SERVICES	15,000.00	1,119.49	(13,880.51)	7.46
403-552-030-032	ACCOUNTING AND AUDIT	7,300.00	0.00	(7,300.00)	0.00
403-552-030-032	FINANCIAL SERVICES	7,000.00	3,795.54		54.22
				(3,204.46)	
403-552-030-040	TRAVEL AND PER DIEM	3,000.00	0.00	(3,000.00)	0.00
403-552-030-042	POSTAGE	200.00	0.00	(200.00)	0.00
403-552-030-154	DUES AND SUBSCRIPTIONS	620.00	175.00	(445.00)	28.23
403-552-030-155	ANNUAL FILING FEE	175.00	620.00	445.00	354.29
403-552-030-248	ADVERTISING	1,000.00	16.18	(983.82)	1.62
403-552-030-254	TRAINING - SCHOOLS & SEMINARS	3,000.00	0.00	(3,000.00)	0.00
403-552-030-352	MATERIAL AND SUPPLIES	15,000.00	0.00	(15,000.00)	0.00
403-552-030-400	SPECIAL EVENTS	750.00	1,149.50	399.50	153.27
403-552-080-082	CRA - AID TO PRIVATE ORGANIZATIONS	25,000.00	750.00 	(24,250.00)	3.00
	TOTAL OPERATING & PERSONAL	142,553.00	59,173.25	(83,379.75)	(41.00)
	DEBT SERVICE				
403-552-090-015	INTEREST EXPENSE - DRUMMOND LOAN	25,725.00		(25,725.00)	0.00
403-552-090-016	BANK LOAN FEE	1,750.00	0.00	(1,750.00)	0.00 9
	TOTAL DEBT SERVICE	27,475.00			0.00 %
	CAPITAL OUTLAY				
403-552-060-062	CAPITAL OUTLAY - SIDEWALKS	0.00	299.99	299.99	0.00
403-552-060-064	CAPITAL OUTLAY - CONTINGENCY	137,356.00	0.00	(137,356.00)	0.00
403-552-060-065	CAPITAL OUTLAY - CRA PROJECTS	1,000,000.00	451,448.17	(548,551.83)	45.14
403-552-060-067	BLOCK 12 PARKING LOT	209,280.00	1,499.61	(207,780.39)	0.72 %
	TOTAL CAPITAL OUTLAY	1,346,636.00		(893,388.23)	

## 08/04/23 08:56 CITY OF WILLISTON WEEKLY REPORT AS OF 08/04/23 (84% OF FISCAL YEAR)

Page 25 of 25 USER: TLUSK

#### **CRA FUND ACTUAL VS BUDGET**

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G/L NO.	DESCRIPTION	ANNUAL	ACTUAL	VARIANCE	% OF	
		BUDGET	YTD		BUDGET	
	TOTAL EXPENDITURES	1,516,664.00	512,421.02	(1,004,242.98)	(33.00)%	
	EXCESS REV. OVER/UNDER EXPEND.	0.00	(193,148.93)	(193,148.93)	0.00 %	
						:

**Date: August 7, 2023** 

#### **CRA AGENDA ITEM**

**TOPIC: Monopoly Board Quotes** 

**BACKGROUND/DESCRIPTION:** 

We thought that it would a great idea to bring this idea to Williston and at the last meeting the Board wanted some pricing information. We reached out to 2 different companies KT Creative and Late for The Sky and have attached their proposals.

LEGAL REVIEW: NA

FISCAL IMPACTS: NA

**RECOMMENDED ACTION: Discussion** 

**ATTACHMENTS: Product Quotes** 

**CRA BOARD ACTION:** 

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

### **Proposal For**



#### Custom Monopoly Project

- Setup Advertising Forms after prices are set with client
- Layout of game board, box, cards, money, etc for Willistonopoly
- Submit final approved files to 521 Promo on client's behalf
- Review and approve proofs from 521 Promo
- Provide marketing images for sales promotion

Project Estimate: \$3,500

\*half will be due upon project start and remainder will be due when final files are delivered

From: Planning Assistant
To: City Planner

Subject: FW: Late for the Sky Custom OPOLY Board Game Information

Date: Thursday, August 03, 2023 9:35:00 AM
Attachments: Custom Pricing Sheet 2020.pdf

2018 Token Sheet.pdf

Style guide Contemporary size.pdf 500 games sponsor levels.xlsx

image001.png

#### Nicki Bouse

#### \*\*Please note NEW INSPECTION DAYS ARE NOW MONDAY & WEDNESDAY\*\*

Planning & Zoning Assistant / CBTO City of Williston (352) 528-3060 ext. 110



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

**From:** Ellen Fakes <efakes@lateforthesky.com>

Sent: Tuesday, July 25, 2023 12:32 PM

To: Nicki Bouse <planning.assistant@willistonfl.org>

Subject: Late for the Sky Custom OPOLY Board Game Information

### Hi Nicki,

I've attached a Custom Game brochure for your review. Quantities and their respective pricing is listed in the brochure. The minimum custom game order is 500 games at a cost of \$19.95 per game plus shipping.

Included in the cost is all design and production and total customization of the game- box top, box bottom, game board, deed cards, game cards and 6 tokens chosen from the Stock Token list attached. Custom tokens

are <u>not</u> available. Custom money is available for an additional \$450.

Most communities like yours, approach area businesses and organizations to sponsor components of the game to pay for the cost of the game. I've attached a Sponsorship model for 500 games to give you an idea how much to ask for each component. Most communities sell their games for \$25-\$40.

The attached Style Guide is a reference to use when you are deciding on your game design.

You will supply all the game content including images. Once the completed content is received along with a \$5000 deposit and signed agreement, design begins. The design and manufacturing take approximately 8 weeks.

If you have any questions or would like more detailed information, feel free to contact me.

### Sincerely,

#### Ellen

Ellen Fakes Late for the Sky 1292 Glendale Milford Rd. Cincinnati, OH 45215

800-422-3434 x113 Sales 513-531-4400 x113 Direct www.lateforthesky.com www.customopolygames.com

BOARD GAME SPONSORSHIP MODEL			
Number of Games			500
Cost per Game			\$19.95
Total Design and Manufacturing Cost			\$9,975
Sponsorship Level	Sponsor Opportunity	Suggested Sponsorship Amount	Total Income
PLATINUM SPONSOR(S)	Custom money (\$450)	\$1,200	\$750
This representation includes identity on each			
denomination of money in the game			
GOLD SPONSORS	Card Deck A	\$500	\$500
This representation includes identity on the back	Card Deck B	\$500	\$500
of all 14 playing cards in the deck and on the			
board three times			
SILVER SPONSORS	Property Spaces 1-20	\$250	\$5,000
This representation includes a space on the game	Highest Two Spaces	\$400	\$800
board and on the deed card	Silhouttes 4	\$250	\$1,000
	Utilities 2	\$200	\$400
This representation includes a zinc playing	Token Sponsors 6 total	\$200	\$1,200
piece and recognition on the box bottom			
BRONZE SPONSORS	4 corner Spaces	\$150	\$600
This representation includes a space on the board	Property Tax Space	\$50	\$50
	Car Fine Space	\$50	\$50
		Total Sponsor Revenue	\$10,850
Other Revenue Opportunities			
Representation on a playing card	Playing cards 28 total	\$25	\$700



Production Company



Custom Board Cames
Creative Promotions
Made in the USA

### CUSTOM CAMES MADE BY LATE FOR THE SKY

In 1985 Late for the Sky started the business of designing and manufacturing totally custom board games based on major universities across the country. For 35 years we have put together games featuring an ever-expanding list of subjects. Brews, Wines and Chocolate. Cities, towns and countries. Pet animals, Wild animals, Forest animals and Farm animals. A Gecko, a Grinch and a Goober. Planes, trains, and automobiles. You can't imagine how many different subjects make up the more than 800 versions we have produced.

#### THE CUSTOM GAME

It's something everyone knows how to play, but this one is just about your organization. Each version is made from information that is entirely about your company, your community, your group. It's guaranteed to hold your audience and have them pour over every detail.

YOU PROMOTE YOU. We are there from "START." You control the content that goes into every element. But when your project begins, we will handle the design and manufacturing. We provide you the tools and walk you through the creative process step-by-step. We take care of everything. Unique metal tokens, personalized game copy and original illustrations, images, photos, logos – anywhere you need to express yourself, we can do it. And we will be sure it looks good. Now it's your turn to create a really great promotion.

## Late for the Sky is THE PLACE for custom games and creative promotions. It's made in the U.S.A.

All the manufacturing is done in our only location in Cincinnati, Ohio. Complete design, printing, finishing, assembly and distribution under one roof. We turn fresh ideas into completed games in just a few weeks and everything is personalized. Metal tokens, game cards, box graphics, game money, game boards, plastic parts, instructions... hey, it's all about you. We are always on the lookout for new ideas. If you have an exciting presentation in mind that requires an innovative touch, you need to call. We are ready to knock out your next inspiration right now.

### Here's what you get...

- Custom Box Top
- Custom Box Bottom
- Custom Game Board
- Custom Property Cards
- Custom Game Play Cards
- Plastic Component Tray
- Branded Play Instructions
- Choice of Game Parts Options
- Each Game Individually Shrink Wrapped
- Packed in Corrugated Carton



LATE FOR THE SKY - 35 years...over 800 versions...millions of games.



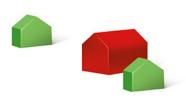
## PRIGING

#### COMPLETELY CUSTOM GAME THAT USES SIX TRADITIONAL METAL TOKENS

Each game includes traditional property upgrades. All parts Made in the U.S.A.

1000 GAMES	\$14.95
1500 GAMES	\$12.95
2000 GAMES	\$11.95
3000 GAMES	\$10.95











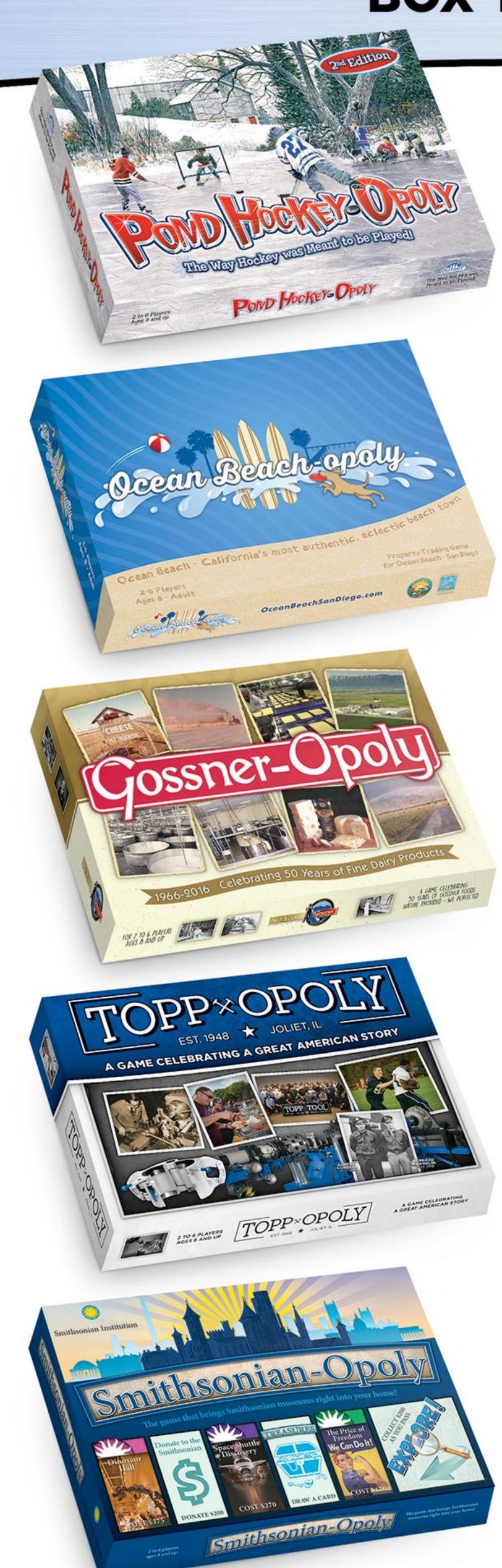


### Late-for the Sky Production Company, Inc.

1292 Glendale Milford Road Cincinnati, OH 45215 USA www.customopolygames.com www.lateforthesky.com 800.837.3780 custom@lateforthesky.com

# **BOX TOP STYLES**





# **ONE LARGE PHOTO**

Choose a visually appealing high resolution photo or illustration to fill the space of your entire box top.

## **REQUIRED PHOTO SIZE:**

15.5" x 10.75" @ 300 dpi (or larger) Roughly 4700px x 3300px

# LOGO

A simple, clean design where your logo is the entire focus. Patterns and textures can also be used to reinforce a visual "brand" for the game.

## REQUIRED:

Vector version of logo

# **PHOTOS**

This design features 6-10 large photos to showcase whatever makes sense for your game. This is a visually exciting design that really catches the eye!

## **REQUIRED PHOTO SIZES:**

Each photo approx. 4" wide @ 300 dpi (or larger) depending on layout (landscape, portrait, square, Etc.)

# COLLAGE

We can create fantastic collages from your photos, logos, and illustrations. This is a great way to tell a visual story.

## **REQUIRED PHOTO SIZES:**

Each photo approx. 4" wide @ 300 dpi (or larger) depending on layout (landscape, portrait, square, Etc.)

# **SPACES**

We can create a box top for you that utilizes several board spaces to reinforce the concept that this is a property trading game. This is a perfect option if you don't have access to many photos.

#### FRONT OF DEED STYLES



#### Silhouette



#### TOW

#### \$25 FEE

\$50 \$100 \$200 with 2 with 3 with 4 Services Services Services

\$100 Value of Mortgage

AAA-2

© Late for the Sky Production Co

#### Utility



RENT= 4 times amount shown on dice.

10 times amount shown on dice if both "AAA Auto Insurance" and "AAA Home Insurance "are owned.

\$75 Value of Mortgage

© Late for the Sky Production Co.

#### Property



WITH 5 DIAMONDS \$950

Mortgage \$90 Diamond Rated Hotel \$100

@ Late for the Sky Production Co.









STIHL PEOPLE \$25 RENT

\$50 WITH 2 REAL PEOPLE STIHL PEOPLE PROPERTIES

REAL PEOPLE STIHL PEOPLE PROPERTIES

REAL PEOPLE STIHL PEOPLE

\$100 VALUE OF MORTGAGE



RENT= 4 times amount shown on dice.

10 times amount shown on dice if both "Masterwrench Service" and "STIHL" Timbersports® Series" are owned.

\$75 VALUE OF MORTGAGE



DEALERSHIP \$50 + 4 WORKSHOPS

#### **BACK OF DEED STYLES**



DC OFFICE

\$100 MORTGAGE VALUE

Turn this side of card up when this property is mortgaged





#### Oklahoma State Fair

Our nation's first fairs were all about agriculture. Oklahoma City was only 5 months old when it held its first fair in 1889. Prior to statehood, in January, 1907, Charles "Gristmill" Jones and Charles Colcord let in the organization of a state fair association. The first State Fair of Oklahoma was held in early October, a month before official statehood day which is November 16th.

\$75 MORTGAGE VALUE

This side up when property is mortgaged

**Block County** College

> Serving the community in associates degrees, job training, general adult classes.

Accredited by CCUA. Day and Evening classes.

\$110 MORTGAGE VALUE

This side up when mortgaged

6. Well situated with Port Orchard's business community this small commercial printer is an excellent investment for the savvy Monopoly investor. Its highly competent staff and friendly customer base make Printing Services a joy to own. Its investments in technology and diverse product line make Printing Services an agile force in the marketplace. \$60 MORTGAGE VALUE This side up when property is mortgaged

R.V. PIT STOP



\$150 MORTGAGE VALUE

Turn this side up when mortgaged

5994 West Highway 30A Santa Rosa Beach, Florida (850) 267-3053

stinkysfishcamp.com

\$140 MORTGAGE VALUE

Turn this side of card up when this property is mortgaged

ART AND MUSIC **STUDIOS** 



\$75 MORTGAGE VALUE Turn this side up when mortgaged

#### **GAME BOARD SPACES STYLES**





#### SIMPLE -

Space titles without photos or logos





#### LOGOS -

Logos with or without space titles





#### PHOTOS -

Photos with space titles





#### сомво -

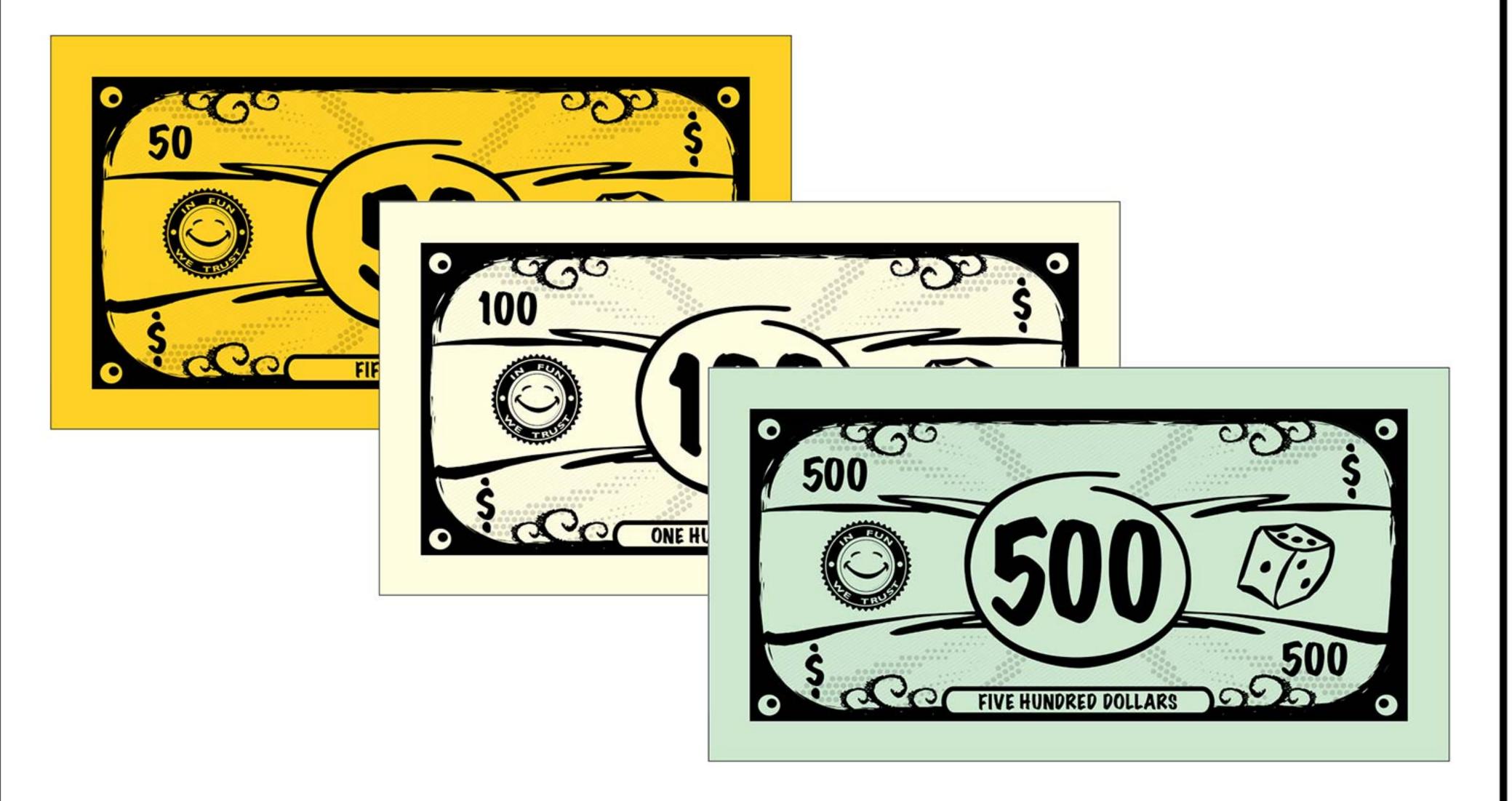
A mixture of logos, text and photos



# MONEY



# **STANDARD**



# **CUSTOM MONEY - \$450 EXTRA**

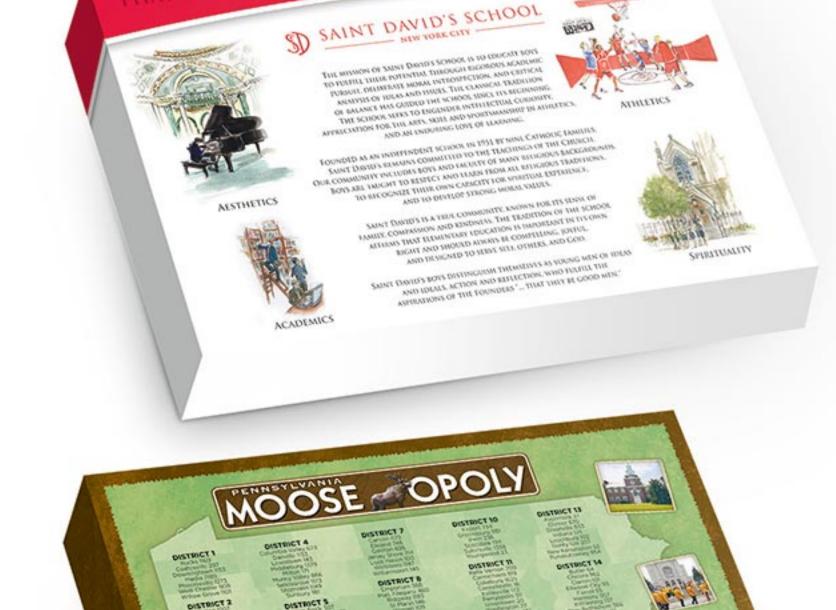


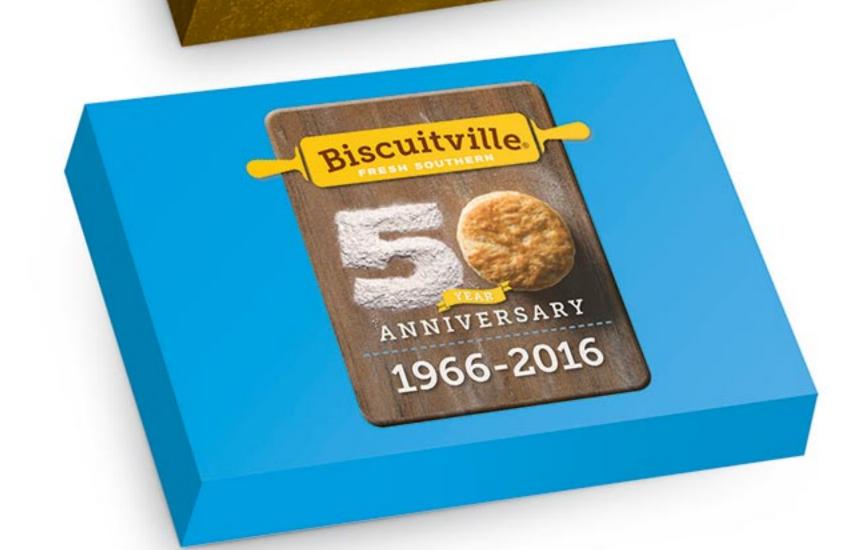
# **BOX BOTTOM STYLES**











# **STANDARD**

Our standard box bottom design includes an open game shot featuring your board, sample cards, sample deeds, and all tokens included in the game. There is also space for a logo and several paragraphs of text.

# **TEXT ONLY**

This box bottom option is perfect if you have a large amount of information to convey to your audience. This can be a great way to tell your story, acknowledge supporters, and comunicate valuable data.

# **TEXT AND PHOTOS**

This is a brilliant approach for disclosing beneficial information to your target audience while still having visuals to draw in the eye. Pick this option if your box bottom will be text heavy. While showing the game board is a great representation, sometimes the text should have higher priority.

# **CUSTOM**

Late for the Sky is happy to make the box bottom look however you want! When choosing this direction, it is very important for us to have specific instructions so we can bring you concept to life! Remember: The sky is the limit!

# **SIMPLE LOGO**

Those who prefer not to have an open game shot on their box bottom can always just have a simple design with a single logo as the focal point.



## **STOCK TOKENS**

### ANIMAT

Alligator

Bull's Head



Dog - 1

Dog - 2

Dolphin











Eagle





Fish - 1

Fish - 2

Fly













Frog



Hippo



Horse Head











Pig - 1

Heron





Lobster



Pig - 2



Pig - 3



Raccoon



Seahorse



Sea Turtle



Shark Fin



Stingray





Starfish



Teddy Bear



Tiger

Whale



Worm





## **STOCK TOKENS**

### FOOD

Apple





Bacon

Candy Cane



Bagel

Carrot



**Bananas** 

Cheese



Bread

Cheese Coney



**Bundt Cake** 

Chili Pepper



Cake

Chocolate Drop



Corn



Grapes



Hot Dog



Milk Bottle



Milk Carton



Pecan



Pie



Pie Slice



Pineapple



Peach



**Peanut** 



Steak



Strawberry - 1



Strawberry - 2





Pizza



Pretzel



Sundae



Watermelon





## **STOCK TOKENS**

### **ICONS**

Angel



Liberty Bell

Dollar Sign





Peace Sign





Rubber Duck

Hang Loose



**Happy Face** 





Heart





Star

High Five

Thumbs Up



Totem Pole



MUSIC

Guitar - 1



Guitar - 2





Guitar - 3



Jukebox



Music Note



Saxophone





## **STOCK TOKENS**

### MISCELLANEOUS

Antlers

Ferris Wheel

Tree - 1



Book



Tree - 2



Fossil



**Bumper Car** 

Nugget





Tree - 3



Cactus



Mail carrier



Tree - 4



Carousel Horse



**Pallet** 



Femur

Picasso



Volcano



### **SPORTS**

Baseball



Football Helmet



Baseball Glove - 1



Golf Bag



Baseball Glove - 2







Golf Club Head



**Basketball** 



Lacrosse Stick



**Bowling Pin** 



Ski



Football



Surfboard





## **STOCK TOKENS**

### TRANSPORTATION

**ATV** 

**Bicycle** 

Boat - 1

Boat - 2

Boat - 3

Boat - 4







Boat - 5



Boat - 7

Car - 1

Car - 2

Car - 3





Boat - 6



Car - 4



Car - 6

Car - 7

Fire Truck

Fork Lift





















Golf Cart



Helicopter



Jeep

P-51



Police Car

Rail - 1



Rail - 3



Rail - 4







Rail - 5



School Bus



Rail - 2







Tractor



Tram



Truck - 1



Truck - 2



Truck - 3

Truck - 4



Truck - 5



Truck - 6



Truck - 7



Truck - 8





Late for the Sky Production Company, Inc.



## **STOCK TOKENS**

### UIIIIIY

Alarm Clock



Anchor



**Clock Tower** 





Coffee Cup

Backpack



Barre

Compass



**Bottle Opener** 

Controller



Bridge

Dog Bowl



Briefcase









Fire Hydrant



Hammer



Laptop



Life Preserver



Lock Grip



Megaphone



Oil Derrick





**Parking** Meter



Pen



Pencil



Picket Fence



Piston Rod





**Pliers** 



Recycle Bin





Saddle



Shopping

Shovel



Skeleton Key



Skillet



Spark Plug



Sunglasses



Tea Pot



### Late for the Sky Production Company, Inc.



## **STOCK TOKENS**

### **WILLIAY**

**Toilet** 

Tongs

Vintage Camera



Whistle



Wine Bottle



Wine Carafe



Wrench





## **STOCK TOKENS**

## WEARABLE

### **FOOTWEAR**

Cowboy Boot - 1





Flip Flop

Golf Shoe

Gym Shoe - 1



\_\_\_\_\_







Gym Shoe - 2

**Hiking Boot** 





















Swim Fin

**Work Boot** 





### HEADWEAR

Baseball Hat

Captain's Hat







Farm Hat













Fire Helmet

Hard Hat

Nurse's Hat

's Hat Safe

Safari Hat

Sombrero

Stovepipe hat













Trooper Hat







### Late for the Sky Production Company, Inc.

**Date:** August 7, 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:** 

ADDDOVED	DICADDDOVED
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: <u>Representations of the CRA.</u> 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) <u>Compliance with Existing Laws and Agreements.</u> 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) <u>Use of Proceeds.</u> 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
	COMMUNITY REDEVELOPMENT AGNECY CITY OF WILLISTON, FLORIDA
	BY:
ATTEST:	CRA Chairman
	, 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 REDEVEOPMENT 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**; **ORIGINATION 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.

<b>PAYMENT.</b> 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 AGNECY

	CITY OF WILLISTON, FLORIDA
	BY:
ATTEST:	CRA Chairman
, CRA Secretary	

# **RESOLUTION 2023-42**

Borrower: COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF WILLISTON, FLORIDA P. O. Box 160 Williston, Florida 32696	Lender: Seacoast Natio 342 East Noble P. O. Box 788 Williston, Flor	e Avenue
WHEREAS, the Community Redevelopment A validly created and existing under the laws of the State o State of Florida; and		
WHEREAS, the CRA has determined that it we project to be paid, in part, by funding provided under a p promissory note being repaid with funds received by the	romissory note from a	a local banking institution, with the
WHEREAS, the CRA hereby finds that, after coassociated with competitively bidding for placement of the dealing with a locally owned financial institution, it would loan with Seacoast National Bank rather than award the	he loan, and the benef ld be in the best intere	it to the citizens of Williston from
NOW THEREFORE, BE IT RESOLVED BY THE CITY OF WILLISTON, FLORIDA, THAT:	THE COMMUNITY F	REDEVELOPMENT AGENCY OF
1, as Chair of authorized and empowered to execute and deliver to Len identical to that which is attached hereto as Exhibit "A", which documents include a pledge of annual tax increments.	der a loan agreement (Loan Agreement) an	d Exhibit "B", (Promissory Note),
2. Principal advances anticipated by the promi payment of draws to fund the redevelopment project, sha		
Passed by the CRA Board in regular session, th	is day of	, 2023.
	OMMUNITY REDEV TY OF WILLISTON,	ELOPMENT AGNECY FLORIDA
1	BY:	
ATTEST:	CRA Chairman	
, CRA Secretary		
APPROVED:		
S. Scott Walker, City Attorney		

**Date: August 7, 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

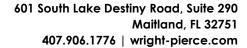
LEGAL REVIEW: NA

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 Load 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.



### **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: Tyn J. Coly	Ву:	
Signature	Signature	
Date: January 23, 2023 Ryan T. Wingard, PE	Date:	



Vice President

#### **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.

Debra Jones, President ATTEST: Latricia Wright Williston City Council City Clerk