



164 NW MADISON STREET | PO BOX 550 | LAKE CITY, FLORIDA 32056

## MEMORANDUM

To: Town of White Springs Town Council  
Interim Town Manager

Re: Community Center/CDBG Grant 19DB-ON-03-34-02-N11

Date: February 8, 2021

---

### JORDAN & ASSOCIATES, NORTH FLORIDA PROFESSIONAL SERVICES

On January 13, 2021 Ms. George and I met virtually with representatives from Jordan & Associates (Ms. Baker) and North Florida Professional Services (Mr. Bishop) regarding the Town's performance and readiness under the above-referenced Community Development Block Grant. The purpose of this meeting was to bring me and Ms. George up to speed on this project as it appeared to be significantly behind schedule. Jordan & Associates is the grant administrator for this project and North Florida Professional Services is performing the engineering work associated with completion of a community center under the grant.

### BACKGROUND

From the grant documentation:

The Town of White Springs applied to the Florida Department of Economic Opportunity (DEO) for a FFY 2017 Small Cities Community Development Block Grant (CDBG) of \$600,000 in the Neighborhood Revitalization category. The Town requested funding to construct a new 3,750 square foot Community Center and park features as well as pay related administration and engineering fees. The Town has been awarded this Grant.

Service Area # 1: The Town will use CDBG funds to construct a 3,750 square foot Community Center with necessary site development. Improvements to the site may include but, will not be limited to: construction of a two-lane driveway with a turning lane; construction of a parking lot with a minimum of (20) parking spaces; construction of sewer and water connections to serve the Community Center building; and, construction of a minimum 1/3 acre storm water pond with accoutrements. All construction activities will

be completed on Town property located east of Willie Johnson Street, south of Suwannee Street Extension and north of Mill Street. Estimated construction cost is \$486,485.00.

Unaddressed Need: Should additional funds become available, the Town will increase the size of the proposed Community Center from 3,750 square feet to 5,000 square feet and/or install an onsite backup generator to create a temporary shelter during hazardous weather events. Estimated construction cost is \$650,600.00

The National Objective to benefit low and moderate income persons will be realized as over 51% of the persons living in each of the Service Areas meet the low and moderate income requirements.

Leverage: The Hamilton County Board of County Commissioners will provide site preparation services to include the demolition and safe removal of the old carver school buildings. Site preparation activities will begin after the Town receives environmental clearance and the release of funds from DEO. The estimated cost to provide these in-kind services are \$160,700.00

The Town participates in the National Flood Insurance Program. Proposed construction start and completion dates are anticipates to be within twenty-four (24) months of the award date.

The grant was awarded in December of 2018 in the amount of \$600,000.00 to engineer, design, and construct a community center, inclusive of all professional services, site development, and grant administration. The grant included a series of deadlines, all of which are few of which have been met. There are financial consequences to delay, including the loss of grant funds calculated per month of unmet deadlines. It is unclear whether these penalties will be enforced due to the onset of the pandemic and various agency responses to these challenges. Ms. George and I have learned:

1. According to Mr. Bishop, the biggest challenges to the engineering of the project have been significant delays in making and relaying decisions related to the design work. For example:
  - a. The engineer states that his services were not formally retained for approximately six months after the award date.
  - b. The project has been moved from the site of the "Old Carver School" to the adjacent Town land.
  - c. Once relocated, the project was again relocated from the SE corner to the NW corner of the same parcel.
  - d. The Town also modified the plan from a Community Center to an evacuation shelter, taking "three to four months" to make that decision and relay it to the engineer.

- e. Environmental review was completed, but because the prior management did not relay changes to the engineer in time, some of that review may be inapplicable to the current plans and specs and will have to be redone.
2. Generally speaking the Town has been slow to commit to changes, so in addition to the extra time necessary to address requested changes the engineer was frequently waiting to hear back from the Town so he would know how to proceed. All of this has resulted in the design work being slowed to the point we are only now in position to discuss bidding for the work to be performed.
3. According to Ms. Baker, it is advisable to request extension from the state. The pandemic has created significant delays at all levels of government, and the state may be inclined to afford additional time to complete work under the grant. She did not guarantee or promise the Town would be granted additional time but felt optimistic one could be granted.
4. Even with an extension, the Town is significantly behind schedule on this project. If the state opted not to extend and enforced the terms of the grant agreement, substantial amounts of funding may be deducted from the grant award.
5. The project is already approximately \$100,000 over budget due to indecision, delays, and changes.
6. If the Town chooses to avoid the grant agreement and so notifies the state, Ms. Baker is of the opinion the Town will experience little to no negative consequences other than having to pay the costs the Town has incurred to date.
7. If the Town chooses not to proceed with this project at this time, the plans that have been prepared will still be available to the Town for later use allowing for some modifications for location or code changes.

It is imperative that the Council provide Ms. George with firm, immediate, and decisive direction for the future of this project. If the Council wishes to proceed as planned the requests for extension must be filed immediately. If the Council wishes to discontinue or relocate the Community Center project, that decision should be relayed to Jordan & Associates so the grant can be wrapped up and decisions can be made about applying in the next rounds of grant funding (the state is currently two cycles behind so there are opportunities to make new applications).

#### **KIMLEY-HORN AND ASSOCIATES**

On January 19, 2021 I met virtually with Allison Megrath and Brian Teeple, representatives from Kimley-Horn and Associates. The Town has engaged Kimley-Horn to assist with two land use projects: rezoning for the Community Center property and comprehensive plan amendments to make it possible to improve certain "environmentally sensitive" parcels on the Future Land Use Map (FLUM). Although both of them work on both projects, Mr. Teeple briefed me on the first issue and Mrs. Megrath the second.

Community Center Rezoning:

Kimley-Horn was primarily tasked with making sure the land on which the Community Center would be constructed had a "public use" zoning. The paperwork was delayed by the same factors affecting the engineering discussed above. Because of a lack of clarity and the changing of plans midstream, Kimley-Horn was forced to adjust. At this time the paperwork is ready and the only thing left to do is having a hearing before the Town's Planning and Zoning agency. That hearing has been postponed as Kimley-Horn has been attempting to have both this issue and the next heard at the same hearing; this will save travel costs and fees as it will avoid two trips.

#### ESA FLUM Changes

Kimley-Horn was first approached about how to make certain lots inside the Town limits buildable given the minimum acreage requirements and other restrictions imposed on the ESA zone. As a first step it was important for them to determine the Town's current, approved Future Land Use Map under the Comprehensive Plan. This took some time as it became evident there were many draft maps circulating that caused confusion as to where certain zones had been properly established.

Kimley-Horn has now identified the lots in question and has completed draft amendments to both the Town's Comprehensive Plan and Land Development Regulations. This will allow for the zoning to remain as-is with changes to the restrictions within that zoning that will authorize additional uses. These items are also ready to go as of December 20, 2020, but Kimley-Horn is awaiting direction to proceed on the Community Center so these items can be set for the same hearing date.

---

This report is a broad summarization of the discussions with these consultants. It is clear the consultants are all prepared to move forward pending only direction from the Council. It is my recommendation that a motion be made as to whether the Town will proceed with the Community Center as currently envisioned. If the Town does wish to proceed then Jordan & Associates should be directed to file for an extension on the CDBG. If the extension is granted then North Florida Professional Services can resume bidding on schedule and the rezoning with Kimley-Horn can proceed.

If the Town is not proceeding at this time with the Community Center as planned, the Town should direct Kimley-Horn to proceed on the FLUM/Comp Plan issues and standby on any rezoning.

# Manager's Report

Vanessa George

February 9, 2021

**Curt's Construction – update:** On 02/04/21 the town paid an invoice in the amount of \$93,547.91, leaving a balance \$41,802.52 will be broken down into two payments.

**Mittauer & Associates, Art Walker Construction and Sewer rehabilitation Project – update:** on 02/04/21 we paid \$445,468.22 Art Walker and \$36,785.00 to Mittauer & Associates.

**Mills Street-** Upon our meeting on Thursday and conversation an email from Mittauer & Associates we have an outstanding balance that is being researched. **(see e-mail attachment)**

**First Federal – update:** We are schedule for a closing on February 10, 2021. I need a copy of your identification for the 1<sup>st</sup> Federal Bank loan. **(see e-mail attachment)**

**Fire Department –** Request made for payment of the previous quarter

**Police Department-** The police department has submitted their resignations. Chief Rodriquez retirement goes into effect March 22, 2021 and Lt. Brandon March last day of service will be February 21, 2021.

Before resignations, I have been in talks and negotiations with Hamilton county police department about getting the citizens of White Springs. Hamilton has given us an informal proposal that I am reviewing.

**Bills – (see e-mail attachment)**

**Waste Pro –** J&S conducted a garbage audit; it was founded that the TOWS are paying more for certain services than we are paying out. If all accounts were are balanced, the TOWS is only profiting \$133.62 per month. **(see e-mail attachment)**

**CARES ACT – update:** We received \$50,000.00 in CARES ACT money.

**Potential revenue-** It was suggested that the town council act as judicial body for code enforcement. If town decides to go this route, I suggest that we have a workshop with the town's attorney to set it up, create fees, etc.

**Attorney Contract - (see e-mail attachment)**

**Kimley-Horn-** see attorneys report

**Community Center-** see attorney's report

10



[Print](#) | [Close Window](#)

**Subject:** FW: 1001-12-1 White Springs - FDOT SCOP Mill Street Paving - Mittauer Invoices / FDOT Reimbursement Requests Summary

**From:** Kellen Lindsey <KLindsey@mittauer.com>

**Date:** Mon, Feb 08, 2021 12:10 pm

**To:** "Vanessa George (manager@whitespringsfl.us)" <manager@whitespringsfl.us>

**Cc:** Michael Whitehead <michael@jnstax.com>, "rvaughn@whitespringsfl.us" <rvaughn@whitespringsfl.us>, Beth Brown <bbrown@mittauer.com>

**Attach:** image002.jpg

image003.jpg

image004.jpg

1001-12-1 White Springs - M&A Outstanding Invoices as of 10-30-2020.pdf

FW: FDOT SCOP Invoice No. 3, Financial Project ID: 441415-1-54-01 | Contract No. G1544 | City of White Springs FDOT SCOP Repaving & Drainage Improvements | 1001-12-1.eml

FDOT SCOP Invoice No. 4, Financial Project ID: 441415-1-54-01 | Contract No. G1544 | Town of White Springs FDOT SCOP FY 18 Mill Street Repaving & Drainage | 1001-12-1.eml

Fwd: FW: FDOT Invoice No. 5, Financial Project ID: 441415-1-54-01 | Contract No. G1544 | City of White Springs FDOT SCOP Repaving & Drainage Improvements | 1001-12-1.eml

Vanessa,

Per our conversation last Thursday, please see below a summary of our outstanding invoices and where we are at with billing and reimbursement on the FDOT SCOP Mill Street Repaving project. Since this FDOT Agreement allowed for Advance Payment (no \$ out of pocket), FDOT will allow for Construction to be reimbursed upfront (and has allowed the Town to request disbursement of funds for at least some of the past engineering invoices).

#### Outstanding Invoices (see attached for all)

- Invoice #19427 (09/03/19) = \$5,000.00
- Invoice #20220 (04/28/20) = \$7,845.00
- Invoice #20257 (06/02/20) = \$2,835.00
- Invoice #20258 (06/02/20) = \$100.00
- Invoice #20397 (09/01/20) = \$1,500.00
- Invoice #20451 (09/29/20) = \$3,000.00

**TOTAL = \$20,280.00**

**FDOT Reimbursement Request No. 3** – Please see attached Invoice No. 3 Email thread for details. This was originally prepared and submitted to FDOT back in September 2019 and totaled \$6,875.00, which included our Invoice #19427 for \$5,000.00 and a surveying invoice from J. Sherman Frier & Associates, Inc. for \$1,875.00. In June 2020, Mr. Jones confirmed FDOT had deposited/reimbursed the Town for this amount on 10/04/19. However, we have not received payment for this.

**FDOT Reimbursement Request No. 4** – Please see attached Invoice No. 4 Email thread for details. This was originally prepared and submitted to FDOT in June 2020, which included Invoice #20220 for \$7,845.00. The Town/Mr. Jones prepared Check #21361 dated 5/29/20 for a total of \$18,245.00 (which is included in the attached email), to pay for our Invoice #20219 for \$10,400.00 (an SRF project invoice) and to pay for Invoice #20220. At the Town's request, we held off depositing this check until we received confirmation funding was in the Town's account. We never received this confirmation and have since returned the check via a letter from Beth Brown dated 10/22/20. The SRF Invoice #20219 for \$10,400.00 was already paid through another check the Town sent, Check #14109. Thus, we haven't received payment on the Invoice #20220 for \$7,845.00. We have no confirmation whether FDOT had deposited the \$7,845.00 into the Town's account. If they did, it would've likely occurred late June 2020 timeframe.

To get these invoices resolved, we recommend going back through the Town's accounts to verify these funds were deposited (for the \$6,875.00 on No. 3 and the \$7,845.00 on No. 4) and then verifying if any of these payments were

made by the Town. If either of the payments were made, let us know so we can resolve on our end. If not, the Town will need to check where this money is and then make payment for each, as needed.

The remaining invoices (#20257, #20397, and #20451) totaling \$7,335.00 have not been paid, but will be reimbursed by FDOT. We can include all of these in the next FDOT Reimbursement Request No. 5. We originally prepared a Reimbursement Request No. 5 back in July 2020, which included our Invoice #20257 for \$2,835.00 but it was never signed or processed by the Town (see attached email correspondence for reference). As such, we can update this request to include these remaining outstanding invoices once we get No. 3 and No. 4 taken care of.

Invoice #20258 for the \$100.00, as mentioned below, was for SRWMD Permit Application Fee reimbursement, should likely be paid for separately with Town funds since FDOT has not included this in their funding/budget.

Please let me know if you have any questions on this.

Sincerely,

KELLEN LINDSEY, P.E.  
SENIOR PROJECT MANAGER  
MITTAUER & ASSOCIATES, INC.  
580-1 Wells Road  
Orange Park, FL 32073  
Office: (904) 278-0030  
Direct: (904) 644-0642  
Email: klindsey@mittauer.com



From: Kellen Lindsey

Sent: Tuesday, December 22, 2020 6:00 PM

To: manager@whitespringsfl.us

Cc: 'Michael J. Whitehead' <michael@jnstax.com>; 'rvaughn@whitespringsfl.us' <rvaughn@whitespringsfl.us>

Subject: 1001-12-1 White Springs - FDOT SCOP Mill Street Paving Project Documentation

Vanessa,

Lastly, please find attached the following items related to the Town's FDOT SCOP Mill St Repaving and Drainage Project along with the updated portion of the project summary I sent to Ms. Werts back in October for reference:

1. **FDOT SCOP Agreement Project # 441415-1-54-01 Mill St 1-29-19.pdf**
  - a. Original, executed FDOT SCOP Agreement between FDOT and Town for \$215,152.00 in 100% grant funding
2. **EXECUTED – Contract, E-505 Task Order – White Springs FDOT SCOP FY19 Mill St 11-13-18.pdf**
  - a. Mittauer & Associates, Inc.'s Contract with Town for Project Scope of Work, totaling \$42,900.00
3. **Engineer's Recommendation of Award and Certified Bid Tab – FDOT SCOP Mill St.pdf**
  - a. Bids opened on 9/1/20, with Art Walker Construction as qualified low bidder at Base Bid Amount of \$221,224.00. Since this amount put us over the project budget, we worked with FDOT to obtain additional funding for the Town (see next attachment / Item 4). We recommended Council award project to AWC for this Base Bid amount contingent upon approval of FDOT's additional funding in Supplemental Agreement No. 1, which the Town approved.
4. **FDOT Supplemental Agreement #1 Mill St G1544 – Executed 10-21-20.pdf**
  - a. FDOT was able to provide the Town an additional \$50,847.00 through the Supplemental Agreement No. 1 (for a total funding package of \$265,999.00) to cover all Engineering (\$42,900.00), Boundary Survey (\$1,875.00) and Construction (\$221,224.00) costs.
5. **Outstanding Mittauer & Associates, Inc. Invoices**



- a. Outstanding Mittauer & Associates, Inc. invoices totaling \$20,280.00.
- b. Invoice #19427 for \$5,000.00 was submitted as part of FDOT Reimbursement Request No. 3 around late September 2019 and the Town may have received reimbursement for this amount (or a total of \$6,875.00 for our \$5,000.00 + a Surveyor's Invoice of \$1,875.00) but we were not paid (see attached email). FDOT will likely need to see the cleared check for this before they process any more.
- c. Invoice #20220 for \$7,845.00 was submitted as part of FDOT Reimbursement Request No. 4 in June 2020 (see attached email) and the Town may have received reimbursement for this amount as well. Mr. Jones had written a check (Check 21361 dated 5-29-20 for \$18,245.00) that combined several payments but we were unable to deposit the check and have since returned this check to the Town back in October.
- d. The other Invoices will also need to be paid before we can request reimbursement to be included for the next FDOT Reimbursement Request No. 5. These include #20257 dated 6-2-20 for \$2,835.00, #20258 dated 6-2-20 for \$100.00, #20397 dated 9-1-20 for \$1,500.00, and #20451 dated 9-29-20 for \$3,000.00

Let me know if there is anything else you might need.

Sincerely,

KELLEN LINDSEY, P.E.  
 SENIOR PROJECT MANAGER  
 MITTAUER & ASSOCIATES, INC.  
 580-1 Wells Road  
 Orange Park, FL 32073  
 Office: (904) 278-0030  
 Direct: (904) 644-0642  
 Email: klindsey@mittauer.com



**From:** Kellen Lindsey

**Sent:** Friday, October 30, 2020 1:11 PM

**To:** [swerts@whitespringsfl.us](mailto:swerts@whitespringsfl.us); [rvaughn@whitespringsfl.us](mailto:rvaughn@whitespringsfl.us)

**Cc:** Helen Miller <[hmillier@whitespringsfl.us](mailto:hmillier@whitespringsfl.us)>; Anita Rivers <[arivers@whitespringsfl.us](mailto:arivers@whitespringsfl.us)>; [tmoore@whitespringsfl.us](mailto:tmoore@whitespringsfl.us); Nicole Williams <[nwilliams@whitespringsfl.us](mailto:nwilliams@whitespringsfl.us)>; [jjwilliams@whitespringsfl.us](mailto:jjwilliams@whitespringsfl.us); Meagan Logan <[meagan@douglasandcarter.com](mailto:meagan@douglasandcarter.com)>; 'Beth Brown ([bbrown@mittauer.com](mailto:bbrown@mittauer.com))' <[bbrown@mittauer.com](mailto:bbrown@mittauer.com)>

**Subject:** White Springs - M&A Active Projects Update / Payment Status

Shonda,

Per our discussion Wednesday, please find below an update on all of our active/ongoing projects with the Town, along with the status of the payments for each project:

#### **1001-12-1 FDOT SCOP Mill Street Repaving & Drainage Improvements**

- **Scope:** Complete roadway resurfacing and regrading of Mill Street from CR 135/3<sup>rd</sup> Street to Willie Johnson St, along with limited drainage improvements, and striping/signage;
- **Contractor:** Art Walker Construction, Inc.
- **Project Status:** Town awarded Base Bid to Contractor at 10/13/20 Council Meeting; FDOT provided Approval of Award on 10/22/20; Contracts have been sent to Art Walker Construction for signature. Once we receive/review, we will forward to Town for signature on Contract and Pre-Construction Conference will be scheduled once Contracts executed – **We have reviewed and forwarded to Town. Per Vanessa, Contracts have been signed and will be in mail shortly for processing. Pre-Construction Conference scheduled for January 7, 2021 and Notice to Proceed will be issued for January 11, 2021;**
- **Total Project Cost:** \$265,999.00
  - \$221,224.00 – Construction Cost (Art Walker Construction)
  - \$42,900.00 – Engineering Design/Permitting/Topo Surveying/Geotech/Bidding/Admin (Mittauer & Associates, Inc.)
  - \$1,875.00 – Right-of-Way Boundary Surveying (J. Sherman Frier & Associates)
- **Total Project Funding:**

- \$265,999 – 100% grant funded through FDOT SCOP Program (\$215,152.00 in original Grant Agreement, additional \$50,847.00 from Supplemental Grant Agreement)
- Note: Any additional costs that may be required during construction will be responsibility of Town
- **Payment/Reimbursement Procedure:**
  - FDOT – Town must pay for all costs out of this grant upfront.
    - Once Engineer's invoices and/or Contractor's Pay Applications have been paid, M&A to coordinate with Town to submit Reimbursement Requests. Reimbursement Requests must equal the Engineer's invoices and Contractor's Pay Applications included in request and proof of payment for these items must be included in submittal.
- **Outstanding Payments/Items:**
  - \$20,180.00 for M&A Engineer's Invoices - \$5,000.00 for Invoice #19427 (9/3/19), \$7,845.00 for Invoice #20220 (4/28/20), \$2,835.00 for Invoice # 20257 (6/2/20), \$1,500 for Invoice #20397 (9/1/20), and \$3,000 for Invoice #20451 (9/29/20).
  - \$100.00 for M&A SRWMD Permit Application Fee Reimbursement – Invoice #20258 (6/2/20)
    - This should likely be paid for via Town funds
- **Notes:**
  - Same process as described above for Kendrick Street;
  - Contractor will likely begin construction early January 2021 – must finish by 4/30/21 per FDOT;
  - We anticipate construction taking 2-3 months, with 2-3 monthly Pay Applications, max request likely in the \$100,000 range.

Hope this provides you and the Town some guidance moving forward. I've highlighted the most critical items and underlined the items that require action on the Town's end. We will assist in getting the Disbursement/Reimbursement Requests submitted/processed as soon as we receive the needed items from the Town. Please let me know if you have any further questions.

Sincerely,

KELLEN LINDSEY, P.E.  
SENIOR PROJECT MANAGER  
MITTAUER & ASSOCIATES, INC.  
580-1 Wells Road  
Orange Park, FL 32073  
Office: (904) 278-0030  
Direct: (904) 644-0642  
Email: klindsey@mittauer.com



Copyright © 2003-2021. All rights reserved.

[Print](#) | [Close Window](#)

**Subject:** RE: [EXTERNAL] RE: Town of White Springs  
**From:** Lacreia Barber <BarberL@ffbf.com>  
**Date:** Mon, Feb 08, 2021 1:59 pm  
**To:** Vanessa George <manager@whitespringsfl.us>  
**Cc:** Anita Rivers <arivers@whitespringsfl.us>  
**Attach:** image003.jpg  
image004.png  
image011.jpg  
image012.png

You and Anita will be the ones that can request draws on the line, however, Nichole williams and Jacqueline williams will also be signing the loan documents if you will ask them to also send a copy of their License.

Thank you!

### **Lacreia Barber**

Regional Senior Commercial Lender / Senior Vice-President



## **FIRST FEDERAL BANK**

2571 West US Hwy 90  
Lake City, FL 32055  
Phone: (386) 755-0600 ext. 3514  
Fax: (386) 755-6046  
Cell: (386) 984-2234  
barberl@ffbf.com

Newsweek's Best Small Bank in FL

*This email is intended only for the individual(s) or entity to whom it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, any dissemination, distribution or copying of this communication is strictly prohibited. If you are not the intended recipient, please notify the sender and delete the information from your system.*

**From:** Vanessa George <manager@whitespringsfl.us>  
**Sent:** Monday, February 8, 2021 1:51 PM  
**To:** Lacreia Barber <BarberL@ffbf.com>  
**Cc:** Anita Rivers <arivers@whitespringsfl.us>  
**Subject:** RE: [EXTERNAL] RE: Town of White Springs

Do you need the others? I will be the only signer and Anita if necessary.

Vanessa George  
**manager@whitespringsfl.us**  
Interim Town Manager  
White Springs, Florida  
Phone: 386-397-2310  
Fax: 386-397-1542

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 entity, instead, contact this office by phone or writing.



**Town of White Springs Ent. Fund**  
**Unpaid Bills Detail**  
**As of February 2, 2021**

Type	Date	Num	Due Date	Aging	Open Balance
<b>Art Walker Construction, Inc</b>					
Bill	12/08/2020	12631	12/18/2020	46	296,484.70
Bill	01/08/2021	Jan 20...	01/18/2021	15	304,721.56
<b>Total Art Walker Construction, Inc</b>					<b>601,206.26</b>
<b>Duke Energy</b>					
Bill	01/15/2021	Jan 20...	02/09/2021		2,343.35
<b>Total Duke Energy</b>					<b>2,343.35</b>
<b>Hawkins, Inc.</b>					
Bill	10/18/2020	4815353	11/17/2020	77	426.36
Bill	10/18/2020	4815354	11/17/2020	77	564.48
<b>Total Hawkins, Inc.</b>					<b>990.84</b>
<b>Holly Electric</b>					
Bill	01/12/2021	I11095	01/12/2021	21	362.50
<b>Total Holly Electric</b>					<b>362.50</b>
<b>J &amp; S Accounting and Tax</b>					
Bill	01/01/2021	32388	01/01/2021	32	1,050.00
Bill	01/11/2021	32425	01/11/2021	22	307.50
<b>Total J &amp; S Accounting and Tax</b>					<b>1,357.50</b>
<b>Jordan &amp; Associates</b>					
Bill	04/22/2020	19-N1...	05/02/2020	276	6,000.00
<b>Total Jordan &amp; Associates</b>					<b>6,000.00</b>
<b>Mittauer &amp; Associates, Inc.</b>					
Bill	12/01/2020	20547	12/11/2020	53	23,390.00
Bill	01/05/2021	21037	01/15/2021	18	10,395.00
<b>Total Mittauer &amp; Associates, Inc.</b>					<b>33,785.00</b>
<b>RACO Manufacturing &amp; Engineering Co.</b>					
Bill	01/13/2021	103340	01/23/2021	10	720.00
<b>Total RACO Manufacturing &amp; Engineering Co.</b>					<b>720.00</b>
<b>Utility Service Co., Inc.</b>					
Bill	01/01/2021	526512	01/01/2021	32	2,457.75
<b>Total Utility Service Co., Inc.</b>					<b>2,457.75</b>
<b>Waste Pro- Lake City</b>					
Bill	12/31/2020	270937	01/10/2021	23	6,683.74
<b>Total Waste Pro- Lake City</b>					<b>6,683.74</b>
<b>Wex Bank</b>					
Check	10/23/2020	14146			-1,284.44
Bill	12/31/2020	Dec 2...	01/10/2021	23	249.85
<b>Total Wex Bank</b>					<b>-1,034.59</b>
<b>TOTAL</b>					<b>654,872.35</b>



## Town of White Springs Unpaid Bills Detail As of February 2, 2021

Type	Date	Num	Due Date	Aging	Open Balance
<b>Allied 100</b>					
Bill	01/22/2021	1833440	02/01/2021	1	179.29
<b>Total Allied 100</b>					179.29
<b>AT &amp; T Mobility</b>					
Bill	12/31/2020	X0108...	01/23/2021	10	152.92
<b>Total AT &amp; T Mobility</b>					152.92
<b>Curt's Construction</b>					
Bill	07/24/2020	Applic...	08/03/2020	183	16,033.99
Bill	07/24/2020	Applic...	08/03/2020	183	94,232.83
Bill	08/24/2020	Applic...	09/03/2020	152	31,535.70
<b>Total Curt's Construction</b>					141,802.52
<b>Duke Energy (22560)</b>					
Bill	12/09/2020	Jan 20...	01/06/2021	27	1,331.59
Bill	01/15/2021	Feb 2...	02/09/2021		2,876.47
<b>Total Duke Energy (22560)</b>					4,208.06
<b>Duke Energy (87950)</b>					
Bill	01/11/2021	Jan 20...	02/08/2021		2,646.57
<b>Total Duke Energy (87950)</b>					2,646.57
<b>First Federal Saving Bank</b>					
Bill	01/03/2021	Dec 2...	01/28/2021	5	4,561.78
<b>Total First Federal Saving Bank</b>					4,561.78
<b>J &amp; S Accounting and Tax</b>					
Bill	01/01/2021	32388	01/01/2021	32	1,050.00
Bill	01/11/2021	32425	01/11/2021	22	307.50
<b>Total J &amp; S Accounting and Tax</b>					1,357.50
<b>John's Lawn Equipment</b>					
Credit	09/04/2020	678691			-0.95
<b>Total John's Lawn Equipment</b>					-0.95
<b>Lake City Auto Parts</b>					
Credit	01/05/2021	328871			-18.00
Bill	01/05/2021	328873	01/15/2021	18	89.87
<b>Total Lake City Auto Parts</b>					71.87
<b>Main Street Printing</b>					
Bill	01/21/2021	4727	01/21/2021	12	215.00
<b>Total Main Street Printing</b>					215.00
<b>Mittauer &amp; Associates, Inc.</b>					
Bill	06/22/2020	20256	07/02/2020	215	800.00
Bill	08/04/2020	20330	08/14/2020	172	3,200.00
<b>Total Mittauer &amp; Associates, Inc.</b>					4,000.00
<b>Office Depot,</b>					
Bill	12/29/2020	14592...	01/31/2021	2	86.31
<b>Total Office Depot,</b>					86.31
<b>Personnel Concepts</b>					
Bill	01/07/2021	Rene...	01/17/2021	16	204.95
<b>Total Personnel Concepts</b>					204.95
<b>Pitney Bowes Global Financial Services LL</b>					

## Town of White Springs Unpaid Bills Detail As of February 2, 2021

Type	Date	Num	Due Date	Aging	Open Balance
Bill	01/05/2021	31044...	02/03/2021		965.10
<b>Total Pitney Bowes Global Financial Services LL</b>					<b>965.10</b>
<b>Suwannee Valley Electric</b>					
Bill	12/23/2020	Dec 2...	01/12/2021	21	8.89
Bill	01/21/2021	Jan 20...	02/10/2021		64.78
Bill	01/21/2021	Jan 20...	02/10/2021		8.89
<b>Total Suwannee Valley Electric</b>					<b>82.56</b>
<b>Visa</b>					
Bill Pmt -Check	03/25/2010	14124			-0.99
Bill Pmt -Check	01/21/2011	14999			-0.99
<b>Total Visa</b>					<b>-1.98</b>
<b>Wex Bank</b>					
Bill	12/31/2020	Dec 2...	01/10/2021	23	930.91
<b>Total Wex Bank</b>					<b>930.91</b>
<b>White Springs Town of</b>					
Bill	01/14/2021	2-270...	01/24/2021	9	42.28
<b>Total White Springs Town of</b>					<b>42.28</b>
<b>TOTAL</b>					<b>161,504.69</b>



Town of White Springs  
 Monthly Sanitation Reconciliation  
 10/31/2020

Services Type	Units			Cost		
	Billing	Waste Pro	Difference	Billing	Waste Pro	Difference
Residential	323	316	7	7167.97	6285.24	882.73
Commercial	24	27	-3	597.6	618.3	-20.7
G4 Yrd	2	2	0	240.5	307.25	-66.75
G6 Yrd	2	2	0	326.3	322.3	4
G8 Yrd	1	1	0	201.4	119.4	82
G4x2	1	1	0	221.1	85.75	135.35
	353	349	4	8754.87	7738.24	1016.63





164 NW MADISON STREET | PO BOX 550 | LAKE CITY, FLORIDA 32056

302

## **FEE AGREEMENT**

### **I. PARTIES**

**THIS AGREEMENT** is made and entered into by and between the following parties:

A. TOWN OF WHITE SPRINGS, FLORIDA ("Client" or "Town")  
Attn: Vanessa George, Interim Town Manager  
P.O. Drawer D  
White Springs, FL 32096  
manager@whitespringsfl.us

and

B. THE LAW OFFICE OF JOEL F. FOREMAN, PLLC ("Law Office")  
207 South Marion Avenue  
Lake City, FL 32025

### **II. SCOPE OF SERVICES**

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain the Law Office as attorneys and legal representatives for counseling and representation to assist Client as its Town Attorney and for any related matter as directed by the Client or as required to meet the Client's stated objectives in the professional opinion and discretion of the attorney.
- B. The Law Office accepts such employment and agrees to serve as attorneys for and provide legal representation to the Client in connection with those matters referenced above.

### **III. CLIENT FILES**

The files and work product materials ("client file") of the Client generated or received by the Law Office will be maintained by the Law Office in its regular offices. After the representation has concluded, the client file will be stored no longer than 5 years unless specifically directed otherwise by Client, or unless the client file is requested by Client after all fees and obligations owed by the Client to the Law Office as established under this Agreement have been fully satisfied. This provision shall not supersede any provisions of Florida Statutes Chapter 119 with respect to records retention requirements of the Client or Attorney.

### **IV. PUBLIC RECORDS *F.S. 119.0701***

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE**

**CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-397-2310, P.O. DRAWER D, 10363 BRIDGE STREET, WHITE SPRINGS, FL 32096 .**

The Law Office shall:

1. Keep and maintain public records required by the Town to perform services rendered hereunder.
2. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Law Office does not transfer the records to the Town at that time.
4. Upon completion of the contract, transfer, at no cost, to the Town all public records in possession of the Law Office or keep and maintain public records required by the Town to perform the service. If the Law Office transfers all public records to the Town upon completion of the contract, the Law Office shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Law Office keeps and maintains public records upon completion of the contract, the Law Office shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

**V. FEES**

- A. The Client agrees to compensate the Law Office for services rendered in connection with any matters covered by this Agreement. Services rendered shall include all time devoted by the Law Office under this Agreement to assisting the Client in any form or fashion. Mr. Foreman's hourly rate for legal services is **\$225.00** per hour. Services rendered by legal assistants are billed at **\$75.00** per hour. All services are billed in one-tenth-of-one-hour increments, rounding up to the nearest tenth of an hour. The parties acknowledge and agree that Mr. Foreman's customary hourly rate for services is **\$300.00** per hour, and intend that such rate should apply in any fee-shifting circumstance.
- B. To the extent practicable and consistent with the requirements of sound legal representation, the Law Office will attempt to reduce Client's bills by assigning tasks to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience. Rates are subject to upward adjustments up to **5%** on January 1 of each year. Any increase exceeding this amount shall be subject to Client approval before taking effect.
- C. In addition to billing for services, the Law Office will include costs and expenses (including interest charges on past due statements) on its billing statements for Client

reimbursement in accordance with the attached standard Expense Reimbursement Policy (Attachment A).

**VI. BILLING AND PAYMENT**

The Client agrees to pay the Law Office for fees and expenses incurred and shall do so within thirty (30) days of the invoice date of any statement from the Law Office. The Law Office shall not be obligated to perform further legal services under this Fee Agreement if any such billing statement remains unpaid longer than thirty (30) days after the invoice date. Non-payment of fees shall be a basis for the Law Office to immediately withdraw from further representation without regard to the posture or status of any matter.

**VII. ATTORNEYS' FEES AND COSTS**

In the event of a dispute arising under this Agreement, whether or not a lawsuit is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as nontaxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusively in the state courts of the Third Judicial Circuit in and for Columbia County, Florida.

**VIII. TERMINATION**

Either party may terminate this Fee Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

**IX. EXECUTION OF AGREEMENT**

This Agreement shall be deemed fully executed upon its signing by the Law Office and the Client. The contract formed between the Law Office and the Client shall be the operational contract between the parties.

**X. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

**APPROVED BY THE TOWN COUNCIL FOR THE TOWN OF WHITE SPRINGS,  
FLORIDA, IN REGULAR SESSION, THIS \_\_\_\_ DAY OF FEBRUARY, 2021.**

**The Town of White Springs, Florida**

**The Law Office of Joel F. Foreman, PLLC**

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

\_\_\_\_\_  
JOEL F. FOREMAN

Title: \_\_\_\_\_

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

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

ATTEST: \_\_\_\_\_

Town Clerk



**ATTACHMENT A  
EXPENSE REIMBURSEMENT POLICY**

This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third-party vendors.

**Interest.** For all statements outstanding ninety (90) days past the invoice date, simple interest at a rate of one point five percent (1.5%) per month (eighteen percent per annum) will be assessed on then outstanding fees and expenses.

**Photocopying and Printing.** In-house photocopying and printing is charged at \$0.25 per page (black & white) and \$.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

**Facsimile.** Outgoing facsimile transmissions are charged at \$1.00 per page. There is no charge for incoming faxes.

**Postage and Overnight Delivery.** Billed at actual cost.

**Computerized Legal Research.** Charges for computerized legal research services are billed at the rate of \$100.00 per hour, rounded up to the nearest one-tenth of one hour.

**Travel.** Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the IRS approved reimbursement rate.

**Consultants.** Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consultants are employed by the firm, their charges are passed-through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consultant.

**Other Expenses.** Other outside expenses, such as court reporters, agency copies, etc. are billed at actual cost.

**Word Processing and Secretarial Overtime.** No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

