

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

DATE: TUESDAY, NOVEMBER 19, 2019
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL ROOM

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson
President Nancy Winger
Vice-President Marguerite Robinson
Councilman Charles Goodman
Councilman Justin Head
Councilman Elihu Ross

OTHERS:

City Manager Scott Lippmann
City Clerk Latricia Wright
City Attorney Fred Koberlein

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ITEM – 2 – PUBLIC PARTICIPATION

ITEM – 3 – CONSENT AGENDA

- A. MINUTES: NOVEMBER 5, 2019 REGULAR CITY COUNCIL MEETING (pp 4-7)
- B. RESOLUTION 2019-63 APPROVING THE PURCHASE OF A NEW 2020 CHEVROLET SILVERADO 2500HD 4X4 CREW CAB ¾ TON PICKUP TRUCK (pp 8-11)
- C. RESOLUTION 2019-64 AUTHORIZING SALARY INCREASE FOR CITY EMPLOYEES AND PROVIDING AN EFFECTIVE DATE (pp 12-15)
- D. AMENDMENT TO AND EXTENSION OF INTERLOCAL AGREEMENT CROSSING GUARD (16)

ITEM – 4 – OLD BUSINESS

- A. STAFF AND BOARD UPDATES
 - KEN SCHWIEBERT
 - DEBRA JONES
- B. DISCUSSION WITH POSSIBLE ACTION: OPIOID CRISIS CLASS ACTION SUIT – COUNCIL PRESIDENT
- C. DISCUSSION WITH POSSIBLE ACTION: WHO SIGNS PAF'S FOR THE 5 CHARTER POSITION. CITY MANAGER, CITY CLERK, POLICE CHIEF, FIRE CHIEF AND CITY ATTORNEY

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

ITEM – 5 – NEW BUSINESS

- RESOLUTION 2019-65 ACCEPTING AN OFER FOR THE SALE OF FREDERICK PROPERTY (PAREL#0605800000), DIRECTING THE CITY ATTORNEY TO PREPARE NECESSARY SALES DOCUMENTS AND AUTHORIZING THE COUNCIL PRESIDENT TO EXECUTE DOCUMENTS TO TRANSFER TITLE AND PROVIDING AN EFFECTIVE DATE (pp 17-18)
- RESOLUTION 2019-66 AMENDING THE FISCAL YEAR 2018-19 GENERAL FUND BUDGET AND PROVIDING AN EFFECTIVE DATE (pp 19-23)
- RESOLUTION 2019-67 AUTHORIZING COUNCIL PRESIDENT TO SIGN A LEASE BETWEEN SEABRING MARINE (AKA MONTEREY BOATS) AND THE CITY OF WILLISTON FOR 1860 SW 18TH AVE. AND PROVIDING AND EFFECTIVE DATE (pp 24-37)
- DISCUSSION WITH POSSIBLE ACTION: COUNCIL SALARY INCREASE- MAYOR ROBINSON
- DISCUSSION WITH POSSIBLE ACTION: BROOKE WILLIS HEALTH INSURANCE INCREASE- PRESIDENT WININGER

ITEM – 6 – PUBLIC PARTICIPATION

ITEM – 7 – ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

Council Meeting Procedures for members of the Public

1. All cell phones to be turned off when entering the Council Chambers;
2. Once the audience has taken their seat and the meeting begins, there will be no talking between audience members during the course of the Council meeting. If anyone continues to talk within the audience and is called down 3 times during the course of the meeting, on the third time that person will be escorted out of the Council meeting;
3. The audience must be recognized by the President before being allowed to address the Council;
4. The member of the audience that is recognized will proceed to the podium, state their name and then proceed with their comments;
5. The audience member will be limited to not more than 5 minutes to speak based on Resolution 2003-14;
6. There will be no personal attacks made by any member in the audience toward a sitting Councilperson, and likewise for any sitting Councilperson;

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

7. There will be no conversation between a member of the audience that has been recognized and any other member of the audience when speaking while at the podium;
 8. If an audience member wants to speak more than the allotted 5 minutes allowed then that person should make a request to City Hall so that the item may be placed on the agenda.
-

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

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

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

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

DATE: TUESDAY, NOVEMBER 5, 2019
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL ROOM

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson
President Nancy Wininger
Vice-President Marguerite Robinson
Councilman Charles Goodman
Councilman Justin Head
Councilman Elihu Ross

OTHERS:

City Manager Scott Lippmann
City Clerk Latricia Wright
City Attorney Fred Koberlein

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Robinson led the opening prayer and the Pledge of Allegiance to the American flag.

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

councilman ross stated item #4 (levy county fair lease) in the minutes need to specify the word “terminated” instead of “term”, also item #6 (customer service personnel) “criterial” should be “criteria”. Vice president Robinson moved to accept agenda with corrections. Councilman Head seconded. By show of hands motion carried 5-0.

ITEM – 2 – PUBLIC PARTICIPATION

None

ITEM – 3 – PROCLAMATION RECOGNIZING THE R. GERALD HETHCOAT

COMMUNITY CENTER – Mayor Robinson read the Proclamation recognizing the R. Gerald Hethcoat Community Center. Mayor Emeritus Hethcoat thanked everyone and said it has been a humble experience.

ITEM – 4 – MAYOR’S STUDENT OF THE MONTH – Mayor Robinson recognized Hannah Baldwin, a senior at Williston Middle High School, Matthew Stark a 9th grader at Williston Middle High School, Aldo Loredo a 7th grader at Williston Middle High School, Yandel Mujica a 5th grader at Williston Elementary School, Colby Pinkston a 3rd grader at Williston Central Christian Academy, Kamaryn Kalmar a 2nd grader at Joyce Bullock Elementary and Owen Welter a Kindergartener at Williston Central Christian Academy for their academic achievement.

ITEM – 5 – CONSENT AGENDA - Councilman Head moved to accept the consent agenda.

Vice President Robinson seconded. By show of hands, motion carried 5-0.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- A. MINUTES: OCTOBER 8, 2019 REGULAR CITY COUNCIL MEETING-
- B. RESOLUTION 2019-62 AUTHORIZING THE EXECUTION OF AN APPLICATION FOR FEDERAL ASSISTANCE TO ASSIST THE CITY OF WILLISTON CONSTRUCTION OF AN ANIMAL SHELTER

ITEM – 6 – OLD BUSINESS

- A. STAFF AND BOARD UPDATES
- STREET PAVING – CJ ZIMOSKI – Utility Director CJ Zimoski, discussed with the Council about the streets that have been paved. CJ Zimoski told the Council they will be repaving the streets from 1st Ave to 3rd Ave, also NE 4th Ave. as well. Mr. Zimoski stated Mr. Dennis Davis was helping look for grants funding to do infrastructure work in the Northwest section of town. After some discussion on the paving of the streets, Mayor Robinson had questions about what was spent on repaving some of the streets. CJ Zimoski explained to Mayor Robinson, that some of the figures he was talking about were from a year later than when they were budgeted.
- B. DISCUSSION WITH POSSIBLE ACTION: REVIEW OF THE CITY MANAGER’S CONTRACT – President Wininger stated the City Manager Scott Lippmann was not in favor of changing his contract.
- C.
- D. DISCUSSION WITH POSSIBLE ACTION: OPIOID CRISIS – COUNCIL PRESIDENT – President Wininger asked the Council members did they have information on the Opioid Crisis and they all responded no. After some discussion on the topic, item was tabled until next meeting. President Wininger will have more information for the Attorney General to present to Council at the next meeting.

ITEM – 7 – NEW BUSINESS

- REVIEW OF THE PAST CITY CLERK SALARY-COUNCILMAN GOODMAN - item tabled until next meeting. There was some discussion on who signs PAF for the City Manager, City Clerk, Police Chief and Fire Chief and City Attorney. Attorney Koberlein encourage that the forms be brought back to Council and stated having a Resolution would not be a good idea stating who can sign but Council could adopted into the Human Resource Manual who needs to sign off on the PAF’s. Council asked that a Resolution be done stating Inframark will notify Council when a raise is given to the 5 Charter positions.
-
- RESOLUTION 2019-61: DECLARING FREDERICK PROPERTY SURPLUS-CITY MANAGER – Councilman Head moved to accept Resolution 2019-61 Declaring Frederick Property Surplus. Councilman Ross seconded. By show of hands motion carried 4-0.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

ITEM – 8 – PUBLIC PARTICIPATION – None

ITEM – 9 – ANNOUNCEMENTS - City Attorney Fred Koberlein talked with the Council when it's appropriate to present a walk on item. Attorney Koberlein explained to the Council under Item #1- Additions, Deletions, Changes and Approval of the Agenda is when an "Emergency item" can be added on the agenda as a walk on, if it affects the health, welfare or safety of someone or something.

ITEM – 10 – ADJOURNMENT –adjourned at 8:16 p.m.

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CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

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Date: 11/05/2019

COUNCIL AGENDA ITEM

DISCUSSION: Purchase 2020 Chevrolet Silverado 2500HD 4 X 4 Crew Cab Ton Pickup Truck

REQUESTED BY: LAMAR STEGALL

PREPARED BY: DANNY WALLACE

BACKGROUND / DESCRIPTION: The following item is approved through the 2019-2020 Budgetary process and is included in the Capital Equipment Purchase. 2020 Chevrolet Silverado 2500HD 4 X 4 Crew Cab Ton Pickup Truck

LEGAL REVIEW: N/A

FISCAL IMPACTS: \$35,892.00 (State Purchase Bid)

RECOMMENDED ACTION: Approve purchase 2020 Chevrolet Silverado 2500HD 4 X 4 Crew Cab Ton Pickup Truck

ATTACHMENTS:

CONTRACT RESOLUTION 2019- 63 MAP
 LEASE OTHER DOCUMENTS

CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED

COUNCIL ACTION:

APPROVED

DENIED



CITY OF
WILLISTON
FLORIDA

50 N.W. Main ST. • P.O. Drawer 160 • Williston, Florida 32696-0160
Phone (352) 528-3060 • Fax (352) 528-2877

PURCHASE ORDER NUMBER: 1399

To: Duval Ford

Date: 10-05-2019

FLORIDA STATE USER TAX EXEMPT NO. 04-00042-11-48

Department: 522 Fire Department

Job Order No.....

Bill To: City of Williston
50 NW Main St.
Williston, FL. 32696

Shipping Instructions:
Same

Quantity:	Description:	Unit Price:	Total Price
1	2020 Chevrolet Silverado 2500HD 4X4 Crew Cab 3/4 ton Pickup truck	\$35,892.00	\$353,892.00
		Total	\$35,892.00

INSTRUCTIONS TO VENDOR: Mail all invoices in duplicate, Showing Purchase Order Number, to the Purchasing Department, City of Williston, immediately upon shipment of goods. Show cash discount on all invoices. Please acknowledge This Purchase Order shipping date

CITY OF WILLISTON, FLORIDA

Purchasing Agent

The mission of the City of Williston is to offer an efficient affordable and safe place to live, work and play.

Mayor – JERRY ROBINSON / President – NANCY WINNGER
Vice President – MARGUERITE ROBINSON
Council members / JUSTIN HEAD – CHARLES GOODMAN – ELIHU ROSS
City Manager – SCOTT LIPPMANN / City Clerk – LATRICIA WRIGHT



PURCHASE ORDER REQUEST FORM

Date: 10/5/2019	Date Required: ASAP
Vendor Name: Duval Fleet	
Address:	
City, State, Zip:	
Phone Number: 904-388-2144	Fax Number: 904-387-6816

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	2020 Chevrolet Silverado 2500 HD 4X4 Crew Cab ¾ Ton Pickup Truck	\$35,892.00	\$35,892.00
		Total	\$35,892.00

Fund	Department	Division	Type/Object

Lamar Stegall, Fire Chief Department Head Name (Print)	Department Head Signature
Finance Approval	City Manager Approval
Purchase Order Number Assigned:	Date Number Assigned

INSTRUCTIONS
Please print legibly and complete the entire form

- Vendor Name:** The vendor name, complete mailing address, telephone number, and fax number are ALL required. If there is more than one address for this vendor, then indicate the address where the purchase order is to be sent. If the vendor is an individual, the person's legal name must be provided with middle initial, i.e. William E. Smith (not Bill Smith).
- Date:** Date of the request. **Date Required:** Date by which delivery is needed.
- Quantity, Description, Unite, Price & Total Price:** For each item provide quantity, a complete description and the unit price.
- Purchase Order Number:** Assigned by Purchasing Department.
- Required Attachments:**
1. Formal Request for Bid or Formal Request for Quotes and
 2. Original Vendor Quotes or Proposal and
 3. Quote or Bid Tabulation Sheet and
 4. Resolution Approving Bid or Approval of City Manager

RESOLUTION NUMBER 2019-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, Levy County, Florida, Approving Purchase Order # 1399 For the Acquisition for a new 2020 Chevrolet Silverado 2500HD 4 X 4 Crew Cab Ton Pickup Truck.

WHEREAS, the purchase of the **2020 Chevrolet Silverado 2500HD 4 X 4 Crew Cab Ton Pickup Truck**. Approved through the 2019-2020 Budgetary Process

WHEREAS, to update truck fleet on continued rotation to maintain operational status

WHEREAS, Duval Fleet will provide **2020 Chevrolet Silverado 2500HD 4 X 4 Crew Cab Ton Pickup Truck**

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

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

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

PASSED AND ADOPTED at a meeting of the City Council this 5th day of November, 2019.

CITY OF WILLISTON, FLORIDA

BY: _____
Nancy Wininger, City Council President

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

Laticia Wright, City Clerk

Fred Koberlein, Jr. City Attorney

CITY COUNCIL RESOLUTION NO. 2019-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA AUTHORIZING A SALARY INCREASE FOR CITY EMPLOYEES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during the Budget approval for FY 2019/2020 certain job classifications within the City were approved for a wage increase; and

WHEREAS, the City Council finds that the compensation has been approved for employees identified herein, a copy of such being attached hereto as Exhibits A (salary adjustments effective 10/1/19) and Exhibit B (salaries approved as each position finishes their respective training and/or licensing requirements), specifically identified under the column heading "Wage Adjustment".

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

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

SECTION 2. The salary of the City Staff shall be adjusted immediately for positions identified in the "Wage Adjustment" in Exhibit A; and Exhibit B will be adjusted as each employee completes their required training.

SECTION 3. The President and City Clerk are authorized to execute the necessary documentation to accomplish the salary adjustment provided herein.

PASSED AND ADOPTED at a meeting of the City Council this 19th day of November 2019.

CITY OF WILLISTON, FLORIDA

By: _____

Nancy Wininger, President

ATTEST:

By: _____

Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY

BY: _____

FREDERICK L. KOBERLEIN JR., CITY ATTORNEY

EXHIBIT A
FY2020 Wage Increases

Employee	Position	Current Hourly Rate	Wage Adjustment	2% Increase	FY2020 Hourly Rate
<u>Administration</u>					
Shanon M Blackburn	Customer Services Representative	\$12.62	\$0.00	\$0.25	\$12.87
Christine Moseley	Accounting Clerk	\$16.15	\$0.00	\$0.32	\$16.47
Patricia R Nipper	Customer Services Representative	\$15.29	\$0.00	\$0.31	\$15.60
Danny Wallace	Logistics Manager	\$18.38	\$0.00	\$0.37	\$18.75
Joanne Nelson	Administrative Assistant/CD&GM	\$16.80	\$0.00	\$0.34	\$17.14
Jackie Gorman	City Planner & Grants Manager I	\$32.48	\$0.00	\$0.65	\$33.13
<u>Police</u>					
Dennis Strow	Chief of Police	\$31.96	\$0.00	\$0.64	\$32.60
Matthew Fortney	Police Lieutenant	\$30.06	\$0.00	\$0.60	\$30.66
Brooke Willis	Administrative Assistant/Police	\$17.79	\$2.40	\$0.40	\$20.59
Kathy Long	Police Officer	\$17.75	\$0.00	\$0.35	\$18.10
Richard W Peters	Police Officer	\$18.74	\$0.00	\$0.37	\$19.11
Chance Rosa	Police Officer	\$15.57	\$0.00	\$0.31	\$15.88
Michael Bracaglia	Police Sergeant	\$20.11	\$0.00	\$0.40	\$20.51
Doreen Casolo	Police Officer	\$17.75	\$0.00	\$0.35	\$18.10
Bryan Landis	Police Sergeant	\$19.21	\$0.00	\$0.38	\$19.59
David Johnson	Police Sergeant	\$20.75	\$0.00	\$0.41	\$21.16
David Drennan	Police Officer	\$17.75	\$0.00	\$0.35	\$18.10
Marquis A Wright	Police Officer	\$17.82	\$0.00	\$0.36	\$18.18
Stacy Hunter	Police Officer	\$16.49	\$0.00	\$0.33	\$16.82
Rodney Fletcher	Custodian	\$10.61	\$0.00	\$0.21	\$10.82
Wayne Carson	Animal Control / Code Enfor. Officer	\$16.36	\$0.00	\$0.33	\$16.68
Colleen Stevens	Dispatch Officer (Police)	\$14.98	\$0.96	\$0.32	\$16.26
Erika A Parise	Dispatch Officer (Police)	\$14.50	\$0.96	\$0.31	\$15.77
Haley Finnen	Dispatch Officer (Police)	\$11.54	\$0.96	\$0.25	\$12.75
John Salmeier	Dispatch Officer (Police)	\$15.13	\$0.00	\$0.30	\$15.43
Patricia Levitzke-Horne	Dispatch Officer (Police)	\$11.54	\$0.96	\$0.25	\$12.75
James Holloway	Crossing Guard	\$9.64	\$0.00	\$0.19	\$9.83
Charles Caulwell	Crossing Guard	\$9.64	\$0.00	\$0.19	\$9.83

EXHIBIT A
FY2020 Wage Increases

Employee	Position	Current Hourly Rate	Wage Adjustment	2% Increase	FY2020 Hourly Rate
<u>Fire</u>					
Stegall, Lamar	Chief	\$25.75	\$0.00	\$0.52	\$26.27
Willis, Jimmy	Assistant Chief	\$16.50	\$4.00	\$0.41	\$20.91
Maddox, Kenny	Captain	\$14.89	\$2.29	\$0.34	\$17.52
Smith, Daniel	Captain	\$15.07	\$3.29	\$0.37	\$18.73
Aaron McCormick	Firefighter 1	\$9.33	\$0.00	\$0.19	\$9.52
Batton, Matthew	Firefighter 1	\$10.20	\$0.00	\$0.20	\$10.40
Covin Terrell	Firefighter 1	\$9.33	\$0.00	\$0.19	\$9.52
Spencer, Kyle	Firefighter 1	\$10.51	\$0.00	\$0.21	\$10.72
Berrios, Tim	Firefighter 2	\$10.38	\$1.93	\$0.25	\$12.56
Burnett, Stephen	Firefighter 2	\$11.01	\$2.14	\$0.26	\$13.41
Cole Parks	Firefighter 2	\$9.50	\$1.88	\$0.23	\$11.61
Fugate, Duane "Trip"	Firefighter 2	\$10.08	\$1.88	\$0.24	\$12.20
Gauthier, Ross	Firefighter 2	\$9.50	\$1.88	\$0.23	\$11.61
Gauthier, Ryker	Firefighter 2	\$9.50	\$1.88	\$0.23	\$11.61
Holton, Luke	Firefighter 2	\$11.01	\$2.14	\$0.26	\$13.41
Marrall, Gregory, "Jake"	Firefighter 2	\$9.79	\$1.88	\$0.23	\$11.90
Mullins, Garret	Firefighter 2	\$10.08	\$1.88	\$0.24	\$12.20
Peacock, Todd	Firefighter 2	\$10.38	\$1.93	\$0.25	\$12.56
Richard Grajeck	Firefighter 2	\$10.08	\$1.88	\$0.24	\$12.20
Robert Davis	Firefighter 2	\$9.50	\$1.88	\$0.23	\$11.61
Sookhan, Richie	Firefighter 2	\$10.38	\$1.93	\$0.25	\$12.56
Standridge, Ethan	Firefighter 2	\$11.01	\$2.14	\$0.26	\$13.41
Williams, Chad	Firefighter 2	\$10.38	\$1.93	\$0.25	\$12.56
Caswell, Jared	Fire Team Leader	\$11.34	\$2.22	\$0.27	\$13.83
Murphy, Cody	Fire Team Leader	\$11.34	\$2.22	\$0.27	\$13.83
Schultz, Cain	Fire Team Leader	\$12.37	\$1.99	\$0.29	\$14.65
Moos, Tony	Lt Firefighter	\$13.61	\$2.26	\$0.32	\$16.19
Neal, Larry	Lt Firefighter	\$13.73	\$2.26	\$0.32	\$16.31
Ratchford, Thomas	Lt Firefighter	\$13.57	\$2.26	\$0.32	\$16.15
Stegall, Brent	Lt Firefighter	\$13.32	\$2.26	\$0.31	\$15.89
Byrd, Stephen	Support	\$8.46	\$0.00	\$0.17	\$8.63
Brown, Dalton	Support	\$8.46	\$0.00	\$0.17	\$8.63
Eduardo Ignacio-Simon	Support	\$8.46	\$0.00	\$0.17	\$8.63
Kelby Osteen	Support	\$8.46	\$0.00	\$0.17	\$8.63
Kyle Pendray	Support	\$8.46	\$0.00	\$0.17	\$8.63

**EXHIBIT A
FY2020 Wage Increases**

Employee	Position	Current Hourly Rate	Wage Adjustment	2% Increase	FY2020 Hourly Rate
<u>Utility / Public Works</u>					
C. J. Zimoski	Public Works/Utilities Manager	\$34.32	\$0.00	\$0.69	\$35.01
Jonathan Bishop	Public Works Supervisor	\$21.43	\$0.00	\$0.43	\$21.86
Kimberly D Palmer	Administrative Assistant	\$14.97	\$1.83	\$0.34	\$17.14
Ronald McCormick	Crew Leader/Inmates	\$16.11	\$0.00	\$0.32	\$16.43
Thomas Kidd Jr.	Inmate Supervisor / Crew Worker	\$14.25	\$0.00	\$0.29	\$14.54
Cory Major	Crew Worker	\$14.94	\$0.00	\$0.30	\$15.24
Kendall M Haymons	Crew Worker / Equipment Operator	\$17.01	\$0.00	\$0.34	\$17.35
Joseph Whitehead	Crew Worker	\$12.62	\$0.00	\$0.25	\$12.87
Brandon Fisher	Crew Worker	\$12.86	\$0.00	\$0.26	\$13.12
Mike Miller	Lineman	\$27.81	\$0.00	\$0.56	\$28.37
Kurt Williams	Groundman Apprentice	\$16.66	\$0.00	\$0.33	\$16.99
Lance Clary	Meter Reader/Gas tech./Crew Leader	\$17.37	\$0.00	\$0.35	\$17.72
Chris Wesche	Utility Technician	\$15.98	\$0.00	\$0.32	\$16.30
Leo R Dash	Operator Trainee - Sewer treatment	\$17.95	\$0.00	\$0.36	\$18.31
Donald Barber	Utility Technician	\$15.96	\$0.00	\$0.32	\$16.28
Peter T Sorrell	Utility Technician / Operator Trainee	\$16.24	\$0.00	\$0.32	\$16.56
Joshua White	Electric Crew Ground Man	\$11.62	\$0.00	\$0.00	\$11.62
<u>Airport</u>					
Benton Stegall	Airport Facilities Manager	\$27.64	\$0.00	\$0.55	\$28.20
Daniel Jones	Crew Worker/Airport Facilities-PT	\$14.14	\$0.00	\$0.28	\$14.42
Richard Paige	Crew Worker/Airport Facilities-PT	\$14.14	\$0.00	\$0.28	\$14.42
William M Harden	Crew Worker/Airport Facilities	\$17.93	\$0.00	\$0.36	\$18.29

**AMENDMENT TO AND EXTENSION OF INTERLOCAL AGREEMENT
CROSSING GUARD**

COME NOW, the **School Board of Levy County**, hereinafter called **Board**, and **City of Williston**, hereinafter called **Local Government**, and do stipulate and agree that the Agreement entered into by and between the Parties for the 1997-98 school year, be extended for the full term of one year, beginning July 1, 2019 through June 30, 2020, under the same terms and conditions of the Agreement as amended for the 2006-07 school year, and with the following amendment to 1 of said agreement (to reflect the increase in minimum wage) :

Although not required by law, the Board will pay to the Local Government the sum of eight dollars and forty-six cents (\$8.46) per hour worked per school crossing guard for each day of student attendance at the designated school / area.

It is agreed that this extension is brought pursuant to the terms of the original Agreement and that all other terms of the original Agreement shall remain in full force and effect for the entire term of this Extension of Interlocal Agreement.

IN WITNESS WHEREOF, the Parties have executed this instrument the date(s) herein below indicated.

**Signed, Sealed, and Delivered
in the presence of:**

Congee Hezar
Witness

SCHOOL BOARD OF LEVY COUNTY

[Signature]
Superintendent/Designee

7/22/19
Date

**Signed, Sealed, and Delivered
in the Presence of:**

Witness

City of Williston

Title

Date

Date: November 17, 2019

COUNCIL AGENDA ITEM

TOPIC: Resolution 2019-65, accepting an offer for the sale of Parcel 0605800000.

REQUESTED BY: SCOTT LIPPMANN

PREPARED BY: SCOTT LIPPMANN

BACKGROUND / DESCRIPTION: The City Council declared this parcel surplus to the needs of the City at the November 4 meeting. We have received offers from interested parties. The Council may:

- Accept an offer from those presented.
- Direct staff to advertise for additional offers to be considered at a future meeting.
- Decide not to sell the property at this time.

To date, the property which was acquired through foreclosure of a Code Enforcement lien, has cost the City \$250.00 in Code Enforcement processing fees, and \$6,871.62 to acquire title to the property (legal fees, back taxes, etc.) for a total of \$ 7,121.62.

If the Council accepts an offer, we would presumably bear the cost of preparing and executing sales documents. If the Council chooses to retain title to the property, clearing the land to meet code enforcement requirements will cost approximately \$1,800.

LEGAL REVIEW:

FISCAL IMPACTS: TBD

RECOMMENDED ACTION:

ATTACHMENTS:

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

CITY COUNCIL RESOLUTION 2019 - 65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ACCEPTING AN OFFER FROM _____, FOR THE SALE OF PARCEL 0605800000 IN THE AMOUNT OF \$ _____, DIRECTING THE CITY ATTORNEY TO PREPARE NECESSARY SALES DOCUMENTS AND AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE DOCUMENTS TO TRANSFER TITLE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston acquired Parcel Number 0605800000 through foreclosure of a Code Enforcement lien; and

WHEREAS, the City Council declared the parcel to be surplus to the needs of the City on November 4, 2019; and

WHEREAS, the City has received offers from interested parties; and

WHEREAS, those offers were opened at the City Council meeting on November 19, 2019.

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

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 offer of _____ in the amount of \$ _____ for Parcel Number 0605800000, directs the City Attorney to prepare the necessary documents to complete the sale, and authorizes the City Council President to execute those documents on behalf of the City.

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

PASSED AND ADOPTED at a meeting of the City Council this 19th day of November, 2019.

CITY OF WILLISTON, FLORIDA

Nancy Wininger, President
Williston City Council

APPROVED AS TO FORM AND LEGALITY:

ATTEST: Latricia Wright
City Clerk

Frederick L. Koberlein, J
City Attorney

Date: November 17, 2019

COUNCIL AGENDA ITEM

AGENDA ITEM: Review, discussion and approval of FY2019 General Fund Budget amendment.

REQUESTED BY: FINANCE DIRECTOR **PREPARED BY:** FINANCE DIRECTOR

BACKGROUND / DESCRIPTION: The budget is the means by which the City ensures that its expenditures are consistent with the levels approved by Council. When circumstances change, budget amendments are necessary to document the fiscal viability and Council approval of additional expenditures. Budgets amendments are required if the total expenditures (amount spent) for a fund exceeds the total amount budgeted. A budget amendment must be completed no later than 60 days after fiscal year end.

The only fund for FY 2019 which needs to be amended is the General Fund. A breakdown of the proposed amendment is included in Exhibit A of this agenda item. Please note the amendment increases both the operations and capital projects sections of the General Fund.

In total, the proposed amendment would increase the the General Fund budget by **\$328,702**. The chart below provides an overview of the line items which would be increased.

Department	Budget Accounts	Budget Increases (+)	Notes
Legal	Professional Services	\$30,000	Legal Invoices
Police	Salaries & Benefits	\$70,015	Retirement pay-out / Holiday back pay
Police	Building Repairs	\$8,900	Repairs to Police Building
Fire	Salaries & Benefits	\$25,167	Increase in number of fire incidents
Animal Control	Animal Shelter	\$10,870	New Animal Shelter project
Planning & Zoning	City Planning Projects	\$81,000	FL Partnership Grant Phase II / LDC Update
Public Works	Street Improvements	\$45,500	Street Paving / Topographic Survey
Public Works	Stormwater Improvements	\$20,500	City share of Watershed Management Plan
Public Works	Park Improvements	\$7,750	Fee for Grant Application
Police	Equipment	\$21,500	Evidence Rehab / Body camera Upgrade (Grants)
Planning & Zoning	Software Purchases	\$7,500	Purchase of Permitting Software
Total		\$328,702	

LEGAL: REVIEW: N/A

FISCAL IMPACTS: The budget amendment increases the total expenditures for the General Fund by \$328,702.

RECOMMENDED ACTION: Staff recommends that the Council approve the proposed budget amendment resolution.

ATTACHMENTS: CONTRACT RESOLUTION OTHER

COUNCIL ACTION: APPROVED DISAPPROVED

CITY OF WILLISTON

Exhibit A: Fiscal Year 2018/2019 Budget Amendment General Fund - Operations

Account Number	Description	Original Budget	Amended Budget	Incr (Decr) in Budget
REVENUES / SOURCES				
001-384-000	Use of Fund Balance	\$ 21,753	\$ 146,935	\$ 125,182
TOTAL REVENUES / SOURCES		21,753	146,935	125,182
EXPENDITURES / USES				
<u>Legal Services</u>				
001-514-030-031	Professional Services	35,000	65,000	30,000
<u>Police Department</u>				
001-521-010-014	Overtime	10,000	20,000	10,000
001-521-010-112	Salaries & Wages	628,156	675,000	46,844
001-521-010-021	FICA taxes	51,299	54,883	3,584
001-521-010-023	Life & Health Insurance	95,413	105,000	9,587
<u>Fire Department</u>				
001-521-010-112	Salaries & Wages	306,621	330,000	23,379
001-521-010-021	FICA taxes	23,533	25,321	1,788
TOTAL EXPENDITURES / USES		1,150,022	1,275,204	125,182
TOTAL REVENUES/SOURCES OVER (UNDER) EXPENDITURES/USES		\$(1,128,269)	\$(1,128,269)	\$ -

CITY OF WILLISTON

Exhibit A: Fiscal Year 2018/2019 Budget Amendment General Fund - Capital Projects

Account Number	Description	Original Budget	Amended Budget	Incr (Decr) in Budget
REVENUES / SOURCES				
300-334-100	Grant Revenue	\$ 78,750	\$ 84,500	\$ 5,750
300-334-200	Insurance Reimbursement	-	15,135	15,135
300-334-300	Donations	-	5,000	5,000
300-382-100	Transfer from General Fund	64,750	64,750	-
300-384-000	Use of Fund Balance	-	177,635	177,635
TOTAL REVENUES / SOURCES		143,500	347,020	203,520
EXPENDITURES / USES				
300-513-060-063	City Planning Projects	-	81,000	81,000
300-513-060-064	Animal Shelter	-	10,870	10,870
300-513-060-065	Police Dept Building Repairs	-	8,900	8,900
300-560-060-065	GIS Mapping	7,500	7,500	-
300-560-060-067	Vehicle Purchases	105,000	105,000	-
300-560-060-072	Street Improvements	-	45,500	45,500
300-560-060-073	Stormwater Improvements	-	20,500	20,500
300-560-060-074	Park Improvements	-	7,750	7,750
300-560-060-078	Equipment	28,500	50,000	21,500
300-560-060-085	Software Purchases	2,500	10,000	7,500
TOTAL EXPENDITURES / USES		143,500	347,020	203,520
TOTAL REVENUES/SOURCES OVER (UNDER) EXPENDITURES/USES		\$ -	\$ -	\$ -

RESOLUTION NUMBER 2019-66

Amending Budget

A RESOLUTION OF THE CITY OF WILLISTON OF LEVY COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2018-19 GENERAL FUND BUDGET AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Williston has reviewed revenues and expenditures for Fiscal Year 2018-2019 and determined that budget adjustments should be made.

NOW, THEREFORE, BE IT RESOLVED by the City of Williston, Levy County, Florida, that:

SECTION 1. BUDGET AMENDMENT. The City Council of the City of Williston increases the Fiscal Year 2018-2019 budgets as specified in Exhibit A.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED and approved by the City Council of the City of Williston, Florida, on this 19th day of November 2019.

PASSED AND ADOPTED this 19th day of November 2019.

**CITY COUNCIL
CITY OF WILLISTON, FLORIDA**

President, City Council, Nancy Wininger

ATTEST:

City Clerk, Latricia Wright

Attachments: Exhibit A – FY18/19 Budget Amendment

Date: November 19, 2019

COUNCIL AGENDA ITEM

TOPIC: Lease between the City of Williston and Seabring Marine for a portion of 1860 SW 18th Avenue, known as the Island Freight Building.

REQUESTED BY: SCOTT LIPPMANN

PREPARED BY: SCOTT LIPPMANN

BACKGROUND / DESCRIPTION: The Island Freight Building at the airport, located at 1860 SW 18th Avenue, recently became available. Seabring Marine (Monterey Boats) has expressed interest in leasing this building to expand their engineering research and development activities.

Staff has prepared a standard lease which is presented for your review and approval.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

LAND LEASE AGREEMENT
EXISTING BUILDING

LESSOR:
City of Williston, Florida
Post Office Drawer 160
Williston, Florida 32696

LESSEE:
Seabring Marine
1579 SW 18th Street
Williston, FL 32696

WHEREAS, the CITY OF WILLISTON, a Florida municipal corporation, ("the Lessor"), maintains an airport commonly referred to as Williston Municipal Airport; and

WHEREAS, it is in the best interest of the said City to promote and develop the said airport; and

WHEREAS, Seabring Marine, ("the Lessee"), desires to lease a certain parcel at the said airport as is hereinafter described for the purpose of engineering, research and development relating to recreational boats, including light fiberglass fabrication;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable considerations and the covenants, conditions and agreements as are hereinafter set forth, the Lessor and Lessee agree as follows:

1. **PREMISES; INSPECTIONS; AS IS:** The Lessor leases and Lessee does rent and hire from the Lessor, the following described premises located in Williston, Levy County, Florida, (the "Premises"), to-wit:

The easternmost 6,500 square feet of the commercial building located at 1860 SW 18th Avenue, Williston, FL, commonly referred to as the "Island Freight Building".

It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement, as to the title and condition of the Premises including, without limitation, title to the Premises, matters of record in the Official Records, of Levy County, permitted land uses, zoning codes, building regulations, height limitations, setbacks, applicable building codes, permits, soil conditions, and environmental conditions. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicable zoning laws and regulations, or applicability of the uses contemplated by the Lessee, or environmental conditions, or any matters which a current survey would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken by Lessee.

Lessee Initials: _____
Existing Bldg Lease

Lessor Initials: _____

2. **TERM:** The initial term of this Lease shall commence on November 20, 2019, and end at midnight, December 31, 2024. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.

3. **RENT:** The rent for the initial term of this lease shall be \$16,411.08. The rent shall be paid monthly, in advance, in the amount of \$ 1,367.98 per month, together with all applicable sales tax. The Lessor is responsible for all taxes and utilities charges for each month's tenancy. The rent for the initial and any renewal and hold over terms shall be adjusted each year on the annual anniversary date of the lease by multiplying the rent for the prior year by the percentage increase or decrease in the composite Consumer Price Index for the most recent prior lease period, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The rent shall be delivered by U.S. mail, addressed to City of Williston, Post Office Drawer 160, Williston, Florida 32696, or hand delivered to City Hall, 50 N.W. Main Street, Williston, Florida during regular business hours, and shall be considered paid upon receipt by Lessor. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent.

4. **NOTICES:** All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor, City of Williston at P.O. Drawer 160, Williston, Florida 32696-0160 and to Lessee, Seabring Marine at 1579 SW 18th Street, Williston, FL 32696, or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.

5. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.

6. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the following purpose: engineering research and development related to recreational boats, including light fiberglass fabrication. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.

7. **COMPLIANCE WITH LAWS:** During the term of this Lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Williston, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in Chapter 12 of the City Code of Ordinances, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.

Lessee Initials: _____
 Existing Bldg Lease

Lessor Initials: _____

8. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.
9. **LESSORS RIGHT OF ENTRY:** The Lessee at all times shall permit Lessor or its agents to enter into and upon the premises and buildings for the purpose of inspecting the same.
10. **PREMISES IMPROVEMENTS UPON TERMINATION:** Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.
11. **RIGHT OF WAY USE:** Subject to reasonable regulations imposed regarding airport access, Lessor grants to Lessee, its employees, agents, suppliers, customers and invitees, a non-exclusive right during the term of this Lease, the right of way for ingress and egress, over, across and upon the designated right of way to U.S. Highway 41 / State Road 121.
12. **OTHER RIGHTS RESERVED BY LESSOR:** In addition to all rights reserved by Lessor in and to the demised premises, Lessor expressly reserves the right to further develop or improve any area of the airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the airport and industrial parks of the airport and all publicly owned facilities of the airport; and take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the airport and industrial parks which in the opinion of the Lessor would limit the usefulness of the airport and its industrial parks or constitute a hazard to such.
13. **UTILITIES:** The Lessee agrees to pay all charges for any and all utilities in or about the premises whether the same be telephone, electricity, water, sewer, gas or the like. Lessee further agrees that if, at any time during the term of this lease agreement, the City commences providing City utility services to the airport property, the Lessee will purchase such utility services from the City. Lessee further agrees to take delivery of all City of Williston utilities when each utility service is made available. At the option of Lessee and upon Lessor's concurrence, Lessee may choose to have the Lessor provide all City utility services to the leased premises as a part of the rent payment pursuant to paragraph 3 hereof. If Lessee chooses this option, Lessor shall adjust each month's rent to Lessee so as to reimburse Lessor for its cost of providing such City utility services, said cost to be determined as established by the City's appropriate utility tariffs based on Lessee's monthly metered consumption.
14. **REPAIRS AND MAINTENANCE:** Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and Buildings located on the Premises.

Lessee Initials: _____
Existing Bldg Lease

Lessor Initials: _____

15. INSURANCE:

- (a) Lessee agrees that any insurance coverage for property owned by Lessee is solely the responsibility of Lessee.
- (b) The Lessee shall carry Commercial General Liability insurance with a combined single limit in the minimum amount of \$1,000,000 in order to secure the obligations of Lessee under the following paragraph and cause the Lessor to be added as party insured under such policy, and to furnish the Lessor with a certificate of such insurance, together with a receipt showing the premium has been paid.
- (c) At any time after occupancy of the premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor within 15 days of written notice.
- (d) All policies of insurance shall contain the clause that the same shall not be canceled except and until fifteen (15) days after written notice to the Lessor.

16. INDEMNIFICATION OF LESSOR: Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.

17. SUBORDINATION: This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.

18. TAXES: All taxes, assessments and charges on lands or improvements and obligations upon the demised premises shall be promptly paid by the Lessee when due. The Lessee shall have the right from time to time to contest or protest or review by legal proceedings any such other manner as may be provided by law such

Lessee Initials: _____

Lessor Initials: _____

Existing Bldg Lease

taxes or assessments imposed by governmental authorities and to institute such proceedings in the name of itself as well as the Lessor as it may deem necessary; provided, however, that any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor.

19. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease.
20. **DEFAULT; REMEDIES:** The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts at the Airport not specifically authorized in the Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth under section 4, above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the premises by Lessor. If the default is for failure to pay rent or any other sum of money when due, then the Lessee shall have three (3) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have fifteen (15) days after the effective date of notice to cure, except that Lessee shall not be allowed an opportunity to cure a re-occurring Event of Default of the same type which has been previously notice by the Lessor and cured by the Lessee.

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses incurred in connection with any cure, correction or repair undertaken by Lessor, which sums shall be deemed to be additional rent hereunder. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, from such reletting, and the amount of rent and other fees payable by the Lessee hereunder, including Lessor's expenses in connection with re-entry, taking possession, repairing and reletting.

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to cancel this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the Lessor shall be construed as an election on its

Lessee Initials: _____
Existing Bldg Lease

Lessor Initials: _____

part to terminate this Agreement, unless a written notice of such intention be given to the Lessee. No pursuit of any remedy by Lessor shall constitute a forfeiture or waiver of any payments or other moneys due to the Lessor hereunder, or of any damages accruing to the Lessor by reason of the violations of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of payments or other moneys following any event of default hereunder shall not be construed as the Lessor's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the Lessor of action upon any violation or breach of any of the terms, provision and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy.

21. **CONDEMNATION**: In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.
22. **CLEANLINESS**: Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.
23. **DESTRUCTION OF PREMISES**: In the event of damage to or destruction of any improvements which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.
24. **LATE PAYMENT PENALTY**: All lease payments that are not paid by the due date are considered delinquent and shall be assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.
25. **OPTION TO EXTEND TERM OF LEASE**: Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to extend the lease term for nine (9) additional five (5) year terms, on like terms and conditions, with the rent adjusted according to paragraph 3, and provided that the Lessee, at the least 90 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to choose to refuse renewal of this lease.]

Lessee Initials: _____
Existing Bldg Lease

Lessor Initials: _____

26. **BANKRUPTCY**: The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such appointment, then the Lessor may, at its option, declare the termination of this Lease agreement shall forthwith be entitled to immediate possession of the Premises.
27. **END OF TENANCY**: The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
28. **PART OF MUNICIPAL AIRPORT**: It is understood and agreed by and between the parties hereto that the said property is a portion of the Williston Municipal Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the deed of said lands to the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the United States of America, the State of Florida, or the Lessor pertaining to the Williston Airport. These terms and conditions include, but are not limited to, requirements that the Lessor obtain Fair market value rent for the leased premises for the duration of the lease term.
29. **NONDISCRIMINATION**: The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.
30. **AIRPORT PROTECTION**: Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the

Lessee Initials: _____

Lessor Initials: _____

Existing Bldg Lease

operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

- 31. **SUBROGATION CLAUSE**: The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.

- 32. **HAZARDOUS MATERIALS**: The Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the airport, without the prior written consent of the Lessor. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect and hold harmless Lessor and Lessor's Agents, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, loss or restriction on use of rentable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted by Lessee or Lessee's Agents. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or ground water on or under any building or any portion thereof. The Lessee shall promptly notify the Lessor of any release of Hazardous Materials at the airport, whether caused by the Lessee or any other persons or entities.

The Lessee shall promptly notify the Lessor of, and shall promptly provide true, correct, complete and legible copies of, all of the following environmental items relating to any property at the airport which may be filed or prepared by or on behalf of, or delivered to or served upon, the Lessee: reports filed pursuant to any self-reporting requirements, reports filed pursuant to any applicable laws, all permit applications, permits, monitoring reports, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans, manifests or documents (even those which may be characterized as confidential) relating to water discharges, air pollution, water generation or disposal, underground storage tanks or Hazardous Materials.

The Lessor shall have the right, but not the obligation, to inspect, investigate, sample and/or monitor any property at the airport, including any soil, water, groundwater or other sampling, and any other testing, digging, drilling or analyses, at any time, to determine whether the Lessee is complying with the requirements of this section, or of any other law, and in connection therewith, the Lessee shall provide the Lessor with full access to all relevant facilities, records and personnel.

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Lessor Initials: _____

As used in this section, the term "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances or wastes including (A) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the State of Florida or any agency of the United States Government, (B) asbestos, (C) petroleum and petroleum-based products, (D) urea formaldehyde foam insulation, (E) polychlorinated byphenyls ("PCBs"), and (F) freon and other chlorofluorocarbons.

Prior to the execution of this Lease, Lessee shall complete, execute and deliver to Lessor a Hazardous Materials Questionnaire in the form required by Lessor. The completed Hazardous Materials Questionnaire shall be deemed incorporated into this Lease for all purposes, and Lessor shall be entitled to rely fully on the information contained therein. On each anniversary of the commencement date of this lease, Lessee shall complete, execute and deliver to Lessor an updated Hazardous Materials Questionnaire, in form as may be modified by Lessor from time to time.

If the Lessee or any environmental inspection discloses the existence of Hazardous Materials in, on, under or about the Premises, the Lessee shall, at Lessor's request, immediately prepare and submit to Lessor within thirty (30) days after such request a comprehensive plan, subject to Lessor's approval, specifying the actions to be taken by Lessee to return the Premises to the condition existing prior to the introduction of such Hazardous Materials. Upon Lessor's approval of such clean-up plan, Lessee shall, at Lessee's sole cost and expense, without limitation on any rights and remedies of Lessor under this lease, or applicable law, immediately implement such plan and proceed to clean up the Hazardous Materials in accordance with all applicable laws and as required by such plan and this lease.

The provisions of this section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this lease.

33. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.
34. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.
35. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
36. **ENTIRE AGREEMENT;** This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the Williston City Council.

Lessee Initials: _____
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Lessor Initials: _____

37. **SECURITY DEPOSIT:** Lessor acknowledges receipt of \$ - 0 - as a security deposit for faithful performance by Lessee of Lessee's obligations under this lease. If Lessee faithfully performs the lease obligations and timely surrenders possession of the premises, Lessor will repay the security deposit, without interest, within 30 days after expiration of the term. If Lessee vacates or is removed from the premises because of Lessee's default before expiration of the term, Lessor may apply the security deposit to all damages sustained. Any deposit balance that remains on the expiration date of the term will be paid to Lessee within 30 days.

38. **MEMORANDUM OF LAND LEASE AGREEMENT:** The parties hereto agree to execute a memorandum of this Land Lease Agreement to be recorded with the Clerk of Courts of Levy County, Florida on or before sixty (60) days after the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this 19th day of November 2019.

LESSEE:
Seabring Marine

LESSOR:
CITY OF WILLISTON

BY: _____
SIGNED

Print name and Title

BY: _____
PRESIDENT, CITY COUNCIL

ATTEST: _____
CITY CLERK

Lessee Initials: _____
Existing Bldg Lease

Lessor Initials: _____

Prepared by and return to:
City Attorney
Post Drawer 160
Williston, Florida 32696

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE entered into this 17th day of November, 2019, by and between the City of Williston, Florida, (the "Lessor"), and Seabring Marine, (the "Lessee"),

WITNESSETH:

WHEREAS, the Lessor and the Lessee have entered into a Land Lease Agreement dated November 17, 2019, (the "Lease"), pursuant to which the Lessor leases to the Lessee that certain real property herein described; and

WHEREAS, the Lessor and the Lessee desire to record certain basic terms of the Lease in the public records of Levy County, Florida;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby confirm and set forth the following terms of the Lease, it being acknowledged by the parties that the Lease contains additional terms not set forth below and that the enforceability of such additional terms shall not be affected by their omission from this Memorandum of Land Lease:

1. The Lessor has leased to the Lessee pursuant to the Lease the real property described with all rights, privileges and easements appurtenant thereto (collectively, the "Premises"), to wit:

The easternmost 6500 square feet of 1860 SW 18th Avenue, Williston, FL 32696

2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is from November 18, 2019 and ends on December 31, 2024. The Lessee has an option pursuant to the Lease to renew the Lease for nine (9) additional five (5) year terms.

3. The Lease allows the Lessee to construct or place leasehold improvements upon the premises, however the Lessor's underlying fee interest shall not be subject to any construction lien related to such improvements.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Lease this 17th day of November 2019.

Signatures on next page

LESSEE:
Seabring Marine

BY: _____

Printed name and title

LESSOR:
CITY OF WILLISTON

BY: _____
PRESIDENT, CITY COUNCIL

ATTEST:

CITY CLERK

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this ___ day of _____, 201___, by _____, the President of the City Council of the City of Williston, and Latricia Wright, the City Clerk, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this ___ day of _____, 201___, by _____, who is personally known to me and did not take an oath.

Notary Public

CITY COUNCIL RESOLUTION 2019 - 67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN A LEASE BETWEEN SEABRING MARINE (AKA MONTEREY BOATS) AND THE CITY OF WILLISTON FOR 1860 SW 18TH AVENUE (THE Island Freight Building), AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a city owned building located at 1860 SW 18th Avenue is now available; and
WHEREAS, Monterey Boats wishes to lease the property to expand their research and development activities; and

WHEREAS, a lease has been prepared for execution of both parties.

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

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

SECTION 2. The City Council hereby authorizes the City Council President to sign a lease between Seabring Marine (dba Monterey Boats) and the City of Williston.

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

PASSED AND ADOPTED at a meet of the City Council this 19th day of November, 2019.

CITY OF WILLISTON, FLORIDA

Nancy Wininger, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

APPROVED AS TO FORM AND LEGALITY:

Frederick L. Koberlein, Jr., City Attorney