

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

DATE: TUESDAY, DECEMBER 3, 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

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

ITEM – 2 – PUBLIC PARTICIPATION

ITEM – 3 – MAYOR’S STUDENT OF THE MONTH

ITEM – 4 – CONSENT AGENDA

- A. MINUTES: NOVEMBER 19, 2019 REGULAR CITY COUNCIL MEETING(pp 3-8)

ITEM – 5 – OLD BUSINESS

- A. STAFF AND BOARD UPDATES
- B. DISCUSSION WITH POSSIBLE ACTION: BONNER PROPERTY LIEN REDUCTION REQUEST- MR. CHUCK KENNEDY(pp 9-22)

ITEM – 6 – NEW BUSINESS

- A. DISCUSSION WITH POSSIBLE ACTION: WAYNE MYHREE-SIDE STREET (AKA NW WILLISTON ARMS DR) LOCATED BEHIND BABIONE PLAZA(pp 23-24)
- B. DISCUSSION WITH POSSIBLE ACTION: CITY MANAGER ANNUAL EVALUATION (pp 25-31)
- C. RESOLUTION 2019-68: APPROVING THE AFSCME GENERAL EMPLOYEE’S UNION CONTRACT RENEWAL – CITY MANAGER (pp 32-64)

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

ITEM – 7 – PUBLIC PARTICIPATION

ITEM – 8 – ANNOUNCEMENTS

ITEM – 9 – ADJOURNMENT

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Council Meeting Procedures for members of the Public

1. All cell phones to be turned off when entering the Council Chambers;
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  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;
  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;
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- 

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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 19, 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  
Finance Director Stephen Bloom

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

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

City Manager Scott Lippmann requested Item 5 Resolution 2019-66 be placed as the last item to discuss on the agenda. Councilman Head moved to approve the agenda as amended. Councilman Ross and Vice President Robinson seconded. By show of hands motion carried.

ITEM – 2 – PUBLIC PARTICIPATION - Mr. Chuck Kennedy with Foray Homes discussed with the Council about his intent to purchase property located at 329 NE 2<sup>nd</sup> Ave that is going up for Tax Deed sale on December 9<sup>th</sup>. Mr. Kennedy stated that there is a Code lien on the property that the City placed and would like to know if the City could or would reduce the lien so he can purchase the property. Council President Wininger asked the City Clerk to put Mr. Kennedy on the next agenda for discussion.

Vice President Robinson said she wanted to discuss several things. First thing, she wanted City Manager Mr. Lippmann to know that she was not after his job. Second thing; did all the City employees receive new cell phones. City Manager Lippmann replied yes. And the third item, is the City going to strip Main Street. City Manager Lippmann was unsure whether or not the Utility Director CJ Zimoski had that on his list to do, but he will check into it.

ITEM – 3 – CONSENT AGENDA – Mayor Robinson asked that item #3(c) be removed from agenda. Mayor Robinson stated that the employees are already receiving the increase and only a PAF (Performance Action Form) is required to get raises. Councilman Head stated he would like the minutes to be a little more in detail going forward. Councilman Head moved to approve Consent agenda as amended. Vice President Robinson seconded. By show of hands motion carried. 4-0.

A. MINUTES: NOVEMBER 5, 2019 REGULAR CITY COUNCIL MEETING (pp 4-7)

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- 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 – City Manager Scott Lippmann gave an update on the Levy County Fair lease request. City Manager Lippmann told the Council, he’s waiting on the FAA to decide if they are going to charge or charge a reduce rate for a non-profit group. As soon as the FAA give us that information, City Attorney Koberlein has the lease ready to go. City Manager Lippmann also informed the Council that the new light poles for Heritage Park arrived today and should be installed soon. Mayor Robinson asked about the HR Position and City Manager Lippmann told him, it has been posted internal.
  - KEN SCHWIEBERT – Dr. Schwiebert gave the Council a brief update on what the CRA has planned. Dr. Schwiebert told the Council that the closing on Mr. Patrick property located on Block 12 has been moved to December. Also, the CRA is working with an engineer to help design Block 12 at no cost.
  - DEBRA JONES – Mrs. Jones told the Council that the Planning and Zoning Commission will be having a workshop to educate people on how the different zoning works and the Commission is still looking for members.
- B. DISCUSSION WITH POSSIBLE ACTION: OPIOID CRISIS CLASS ACTION SUIT – COUNCIL PRESIDENT WININGER -President Wininger informed the Council that she had spoken to the Assistant Attorney General and it was best if Williston stayed in the Federal Class Action Suit. After a brief discussion Council agreed to stay with the suit already in progress.
- C. DISCUSSION WITH POSSIBLE ACTION: WHO SIGNS PAF’S FOR THE 3 CHARTER POSITIONS, CITY MANAGER, CITY CLERK, CITY ATTORNEY, PLUS THE POLICE AND FIRE CHIEF – COUNCIL PRESIDENT WININGER -City Attorney Koberlein discussed with the Council that a Resolution should be completed when a raise is given to the City Manager and City Clerk. Also discussed, Council President and Vice President should sign PAF’s for the City Manager and City Clerk. For the Police and Fire Chief, the Mayor and Council President should sign the PAF’s. By show of hands all Council members were in agreeance. 4-0.

ITEM – 5 – NEW BUSINESS

CITY OF WILLISTON, FLORIDA  
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- RESOLUTION 2019-65 ACCEPTING AN OFFER 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) – City Manager Lippmann discussed with the Council the two bids the City received for the Frederick property and the cost the City paid to acquire title to the property. The total amount to acquire the Frederick property was \$7,121.62 which included title work, legal fees, and back taxes. First bid was from Paul Roth in the amount of \$4,000 and the second bid was from PhilRich Properties in the amount of \$12,000. \$5,000 of the \$12,000 would be placed in Escrow with the Closing Agent and the remaining funds of \$7,000 would be brought to closing. Mayor Robinson asked did we get an appraisal for the property. City Manager answered, no. Council decided to go with highest bid, which came from PhilRich Properties. Attorney Koberlein read Resolution 2019-65 into record. Councilman Head so moved. Vice President seconded. By show of hands motion carried. 4-0.
- RESOLUTION 2019-66 AMENDING THE FISCAL YEAR 2018-19 GENERAL FUND BUDGET AND PROVIDING AN EFFECTIVE DATE- STEPHEN BLOOM (pp 19-23) – Finance Director Bloom discussed with the Council the adjustment for the fiscal year 2018-19 was due to grants received. After a brief discussion, Vice President moved to accept Resolution 2019-66. Councilman Head seconded. By show of hands motion carried. 4-0.
- RESOLUTION 2019-67 AUTHORIZING COUNCIL PRESIDENT TO SIGN A LEASE BETWEEN SEABRING MARINE (AKA MONTEREY BOATS) AND THE CITY OF WILLISTON FOR 1860 SW 18<sup>TH</sup> AVE. AND PROVIDING AN EFFECTIVE DATE (pp 24-37) – City Manager Lippmann discussed with the Council that Monterey Boats are looking to extend their Engineering research and want to lease the aluminum building located at 1860 SW 18<sup>th</sup> Ave. Councilman Head moved to accept Resolution 2019-67. Councilman Ross seconded. By show of hands motion carried. 4-0.
- DISCUSSION WITH POSSIBLE ACTION: COUNCIL SALARY INCREASE- MAYOR ROBINSON – Mayor Robinson gave the Council a handout showing what several different cities were paying their Council and Mayor. After some discussion it was decided to have the raise put on the ballot so the citizens could vote on a salary increase for the Mayor and Council. By a show of hands (4-0) all were in favor of having this item on the March ballot.
- DISCUSSION WITH POSSIBLE ACTION: BROOKE WILLIS HEALTH INSURANCE INCREASE- COUNCIL PRESIDENT WININGER – Council President Wininger discussed with the Council the error that was made on informing the employees of an increase in health insurance. This error affected two employees, Brooke Willis and Scott Lippmann. Brooke Willis stated due to the error it has cost her an increase of \$664.92 per year increase for health insurance. Mrs. Willis stated if she would have known about the increase she would have taken a different route in purchasing health insurance for her family. After some discussion the Council decided to reimburse Mrs. Willis and Scott Lippmann the difference of one month

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health insurance premium due to misinformation. By show of hands Vice President Robinson, Councilman Head and Councilman Ross voted to refund the difference for one month. President Wininger voted no.

ITEM – 6 – PUBLIC PARTICIPATION -Carolyn Ten-Broeck with the Chamber of Commerce invited everyone to come out to Williston Wonderland/Light Up Williston. Mrs. Ten-Broeck said this year would be a very different experience than the prior years. There will be snow, real snow made possible by donations, a car show, hot chocolate, candy and much more. Brooke Willis asked everyone to ride by Epperson Park when they have a chance. Mrs. Willis said Williston Central Christian Academy did some face lift on the park and it looks really great.

ITEM – 7 – ANNOUNCEMENTS -None

ITEM – 8 – ADJOURNMENT – adjourned at 8:03.

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CITY OF WILLISTON, FLORIDA  
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**Date: December 3, 2019**

**COUNCIL AGENDA ITEM**

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**ITEM/TOPIC: LIEN REDUCTION FOR BOARD OF ADJUSTMENT CODE ENFORCEMENT CASE # CV17-15**

**REQUESTED BY: CHUCK KENNEDY**

**PREPARED BY: Latricia Wright**

**BACKGROUND / DESCRIPTION:** Property located at 329 NE 2<sup>nd</sup> St. Bonner/Sarver property. Lien recorded May 17, 2018. Fines started November 27, 2017 as of 11/22/2019 total amount of fines \$36,350.00 plus administrative fees (\$250.00) making it a total of \$36,600.00.



**DANNY J. SHIPP**  
 LEVY COUNTY  
 CLERK OF CIRCUIT COURT LEVY COUNTY  
 355 S. COURT STREET, BRONSON, FL 32621

**TO: Lien Holder**  
 CITY OF WILLISTON  
 BOARD OF ADJUSTMENTS AND CODE ENFORCEMENT  
 50 NW MAIN STREET  
 WILLISTON, FL 32696

CASE NO: 2019-1655TD

**NOTICE OF APPLICATION FOR TAX DEED**

**NOTICE IS HEREBY GIVEN:** FORAY INVESTMENT GROUP LLC, the holder of the following certificate has filed said certificate for a tax deed to be issued thereon. The certificate number and year of issuance, the description of the property, and the names in which it was assessed are as follows:

**Certificate No.:** 1656-14      **Year of Issuance:** May 29, 2014      **Parcel ID:** 04769-000-00

Description of Property:

COMMENCE WHERE THE EAST LINE OF WILLIS STREET INTERSECTS THE NORTH LINE OF WASHINGTON AVENUE IN THE CITY OF WILLISTON, FLORIDA, RUN THENCE NORTHERLY ALONG THE EAST RIGHT OF WAY LINE OF SAID WILLIS STREET A DISTANCE OF 110 FEET TO ESTABLISH THE POINT OF BEGINNING, FROM SAID POINT OF BEGINNING RUN THENCE EASTERLY PARALLEL WITH THE NORTH LINE OF WASHINGTON AVENUE, IF WASHINGTON AVENUE BE EXTENDED EASTWARD, A DISTANCE OF 132 FEET, RUN THENCE NORTH 50 FEET, PARALLEL WITH EAST LINE OF WILLIS STREET, RUN THENCE WESTERLY A DISTANCE OF 132 FEET, RUN SOUTHERLY ALONG THE EAST LINE OF WILLIS STREET A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING, LYING AND BEING IN THE SW 1/4 OF THE SE 1/4 OF SECTION 31, TOWNSHIP 12 SOUTH, RANGE 19 EAST, ALSO BEING KNOWN AS LOT 10 OF BLOCK 3 OF CENTRAL PARK SUBDIVISION, AN UNRECORDED PLAT.

Name in which assessed:

KINCH D BONNER - ESTATE, KINCH D BONNER - ESTATE A/K/A KINCH DUANE BONNER A/K/A KINCH BONNER

All of said property being in the County of Levy, State of Florida.

Unless said certificate shall be redeemed according to Law, the Property described in such Certificate shall be sold to the highest bidder, in the LEVY County Courthouse in the lobby on the 9th day of December, 2019 at 10:00 AM.

Dated this 15th day of October, 2019

DANNY J. SHIPP  
 Clerk of Circuit Court Levy County  
 LEVY County, FLORIDA

By: Melissa Allen  
 Melissa Allen, Deputy Clerk



**WARNING!**

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON THE 9th day of December, 2019 AT 10:00 AM UNLESS THE BACK TAXES ARE PAID IN THE AMOUNT OF \$6,580.14. TO RECEIVE FURTHER INFORMATION, CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 355 S. COURT STREET, BRONSON, FL 32621 ATTN: TAX DEEDS, OR CALL (352) 486-5266 X 1235, or TAX COLLECTOR'S OFFICE at (352) 486-5176.

**PLEASE MAKE PAYMENTS PAYABLE TO:**  
**LINDA FUGATE, TAX COLLECTOR**  
**-Payable By Certified Funds ONLY-**

**MAIL CHECK TO: DANNY J. SHIPP, CLERK OF THE CIRCUIT COURT**  
 355 S. COURT STREET, BRONSON, FL 32621 ATTN: TAX DEEDS

18<sup>th</sup> rec  
19<sup>th</sup> rec

12/30/2004 12:10PM  
Filed & Recorded in Official Records of  
LEVY COUNTY Danny J. Shipp



Prepared by and return to:

Norm D. Fugate, P.A.  
P. O. Box 98  
Williston, FL 32696  
352-528-0019

Return to:  
Geraldine Sarver  
329 NE 2nd Street  
Williston, FL 32696

R

12/30/2004 12:10PM  
DEED STAMPS CL: CAS

\$0.70

[Space Above This Line For Recording Data]

## Warranty Deed

This Warranty Deed made this 30<sup>th</sup> day of December, 2004 between Kinch D. Bonner, a married man whose post office address is 13151 NE 75th Place, Bronson, FL 32621, grantor, and Kinch D. Bonner and Geraldine Sarver, joint tenants with rights of survivorship whose post office address is 329 NE 2nd Street, Williston, FL 32696, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Levy County, Florida to-wit:

Commence where the East line of Willis Street intersects the North line of Washington Avenue in the City of Williston, Florida, run thence northerly along the East right of way line of said Willis Street a distance of 110 feet to establish the point of beginning, from said point of beginning run thence easterly parallel with the North line of Washington Avenue, if Washington Avenue be extended eastward, a distance of 132 feet, run thence North 50 feet, parallel with East line of Willis Street, run thence westerly a distance of 132 feet, run southerly along the East line of Willis Street a distance of 50 feet to the point of beginning, lying and being in the SW ¼ of the SE ¼ of Section 31, Township 12 South, Range 19 East, also being known as Lot 10 of Block 3 of Central Park Subdivision, an unrecorded plat.

Parcel Identification Number: 04769-000-00

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 13151 NE 75th Place, Bronson, Florida 32621.

The preparer has not examined the legal description or the title to the lands conveyed and assumes no liability therefor.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2004.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

State of Florida  
County of Levy

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2004 by Kinch D Bonner, who  is personally known or  has produced a driver's license as identification.

[Notary Seal]



Lori Munden  
Notary Public

Printed Name: Lori Munden

My Commission Expires: April 27, 2008

Unofficial Copy

BOARD OF ADJUSTMENTS AND CODE ENFORCEMENT  
OF THE CITY OF WILLISTON, FLORIDA

Instrument # 638522  
OR BK: 1456 PG: 527-2pg(s)  
REC: 5/17/2018 11:06 AM  
Danny J. Shipp, Levy County Clerk, Florida  
Rec: \$18.50  
Deputy Clerk MBASS

CITY OF WILLISTON, FLORIDA

vs.

Case No. CV17-15

Geraldine Sarver  
510 NW 29<sup>th</sup> Ave.  
Gainesville, FL 32609

Respondent

Certificate of Secretary

I hereby certify that this is a true and correct copy of the original

*Order Imposing Administrative Fine/Lien*  
as executed by the Chairman of the City of Williston Code Enforcement Board

*Latricia Wright*  
Latricia Wright

**ORDER IMPOSING ADMINISTRATIVE FINE/LIEN**

This CAUSE came on for public hearing before the Board on November 27, 2017, pursuant to Chapter 46, of the City of Williston Code of Ordinances. After due notice to the Respondent(s), and the Board, having heard testimony under oath, received evidence, and heard argument of the code enforcement officer or land development regulations administrator and thereupon issued its Findings of Fact and Conclusion of Law and Order, which was reduced to writing and furnished to the Respondent.

By Order dated **July 24, 2017** Respondent(s) was required to correct the violation(s) located at 329 NE 2<sup>nd</sup> St. Williston, FL 32696 by **August 25, 2017** or be assessed a fine. On **November 27, 2017**, a Non-Compliance hearing was held because corrective action was not taken by the date ordered.

At the **November 27, 2017** hearing, evidence by the Code Enforcement Officer presented that corrective action had not been taken for the violation of Chapter 46, Article VII of the City of Williston Code of Ordinances.

In accord with the Order of the Board, it is hereby imposed upon Geraldine Sarver, an administrative fine in the amount of Fifty Dollars (\$50.00) per day, plus Administrative fee in the amount of \$250.00 beginning Nov 27 2017, for each day the violation(s) continue(s), which shall continue to accrue daily unless and until the violation(s) is (are) cleared, commencement of a foreclosure action or until extinguished by law.

This Order may be recorded in the public records of Levy County, pursuant to law. Such recording shall establish this Order as a lien against any real or personal property owned jointly and severally by the Respondent.

DONE AND ORDERED THIS 27th day of November 2017, at Williston, Levy County, Florida.

BOARD OF ADJUSTMENT AND CODE ENFORCEMENT OF THE CITY OF WILLISTON, FLORIDA

Sharon Brannan  
Sharon Brannan, Chairperson

pu

Don J. J. J.  
WITNESS

Latricia Faison Wright  
WITNESS



(STATE OF FLORIDA)  
(COUNTY OF LEVY)

The foregoing instrument was acknowledged before me this 27th day of November 2017, by Sharon Brannan Chairperson of the City of Williston, Board of Adjustment and Code Enforcement, and who being personally known to me.

Latricia Faison Wright  
Notary Public

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing Order Imposing Administrative Fine/Lien has been furnished by certified mail to the Respondent(s), Geraldine Sarver 510 NW 29th Ave. Gainesville, FL 32609, this 27th day of November 2017.

Latricia Wright  
Latricia Wright, Board Secretary

# LEVY COUNTY PROPERTY APPRAISER

## Osborn "Oz" Barker

<a href="#">Recent Sales in Neighborhood</a> <a href="#">Recent Sales in Area</a>		<a href="#">Previous Parcel</a>	<a href="#">Next Parcel</a>	<a href="#">Field Definitions</a>	<a href="#">Return to Main Search Page</a>	<a href="#">Levy Home</a>
<b>Parcel Number</b>	0476900000					
<b>Owner Name</b>	SARVER GERALDINE 100.00% BONNER KINCH D 100.00%					
<b>Mailing Address</b>	510 NW 29TH AVE GAINESVILLE, FL 32609					
<b>Location Address</b>	329 NE 2 ST WILLISTON 32696-					
<b>Homestead</b>	N					
<b>Property Use *</b>	0100-SINGLE FAMILY R					
<b>Subdivision</b>	(000000.00)					
<b>Neighborhood</b>	Old Williston North Residential (101.01.00)					
<b>Acres</b>	0.18					
<b>Tax District/Rate</b>	WILLISTON 21.7226					
<b>Legal Description</b>	SEC: 31, TWP: 12, RNG: 19, 31-12-19 0000.18 ACRES TRACT IN SW1/4 OF SE1/4 OR BOOK 922 PAGE 465					

The legal description shown here may be condensed for assessment purposes. Exact description should be obtained from the recorded deed. Attention: Property Use and Zoning are not the same. [Click here for zoning information.](#)

2017 Preliminary Value Summary							Tax Information
Building Value	Extra Feature Value	Market Land Value	AG Classification	Just Value	Assessed Value	Taxable Value	SOH Values
\$ 7,410	\$ 0	\$ 6,375	No	\$ 13,785	\$ 13,785	\$ 13,785	\$ 13,785

Exemptions						
Homestead	2nd Homestead	Widow/er	Disability	Seniors	Veterans	Other
No exemptions associated with this parcel.						

Building Information						
Actual Area	Conditioned Area	Actual Year Built	Use	Style	Class	Site Address
816 sqft	684 sqft	1950	SINGLE FAMILY	01	0	

Element	Information	Building Sketch <a href="#">Enlarge Sketch</a>		Building Sub Areas		
EXTERIOR WALL	SINGLE SD BEVEL			Description	Conditioned Area	Actual Area
ROOF STRUCTURE	GABLE OR HIP			FSP - FINISHED SCREEN PORCH	0	96
ROOF COVER	GALV METAL			BAS - BASE	684	684
INTERIOR FLOORING	PINE OR PLANKING			FOP - FINISHED OPEN PORCH	0	36
INTERIOR WALL	WALL BRD/WD WALL			<b>Total SqFt</b>	<b>684</b>	<b>816</b>
HEATING TYPE	CONVECTION					
HEATING FUEL	STANDARD					
AIR CONDITIONING	NONE					
BATHS	1					

Extra Features					
Code Description	BLD	Length	Width	Height	Units
No extra features associated with this parcel.					

Land Lines				
Use Description	Front	Depth	Total Land Units	Land Value
0199	0	0	0.85	\$ 0

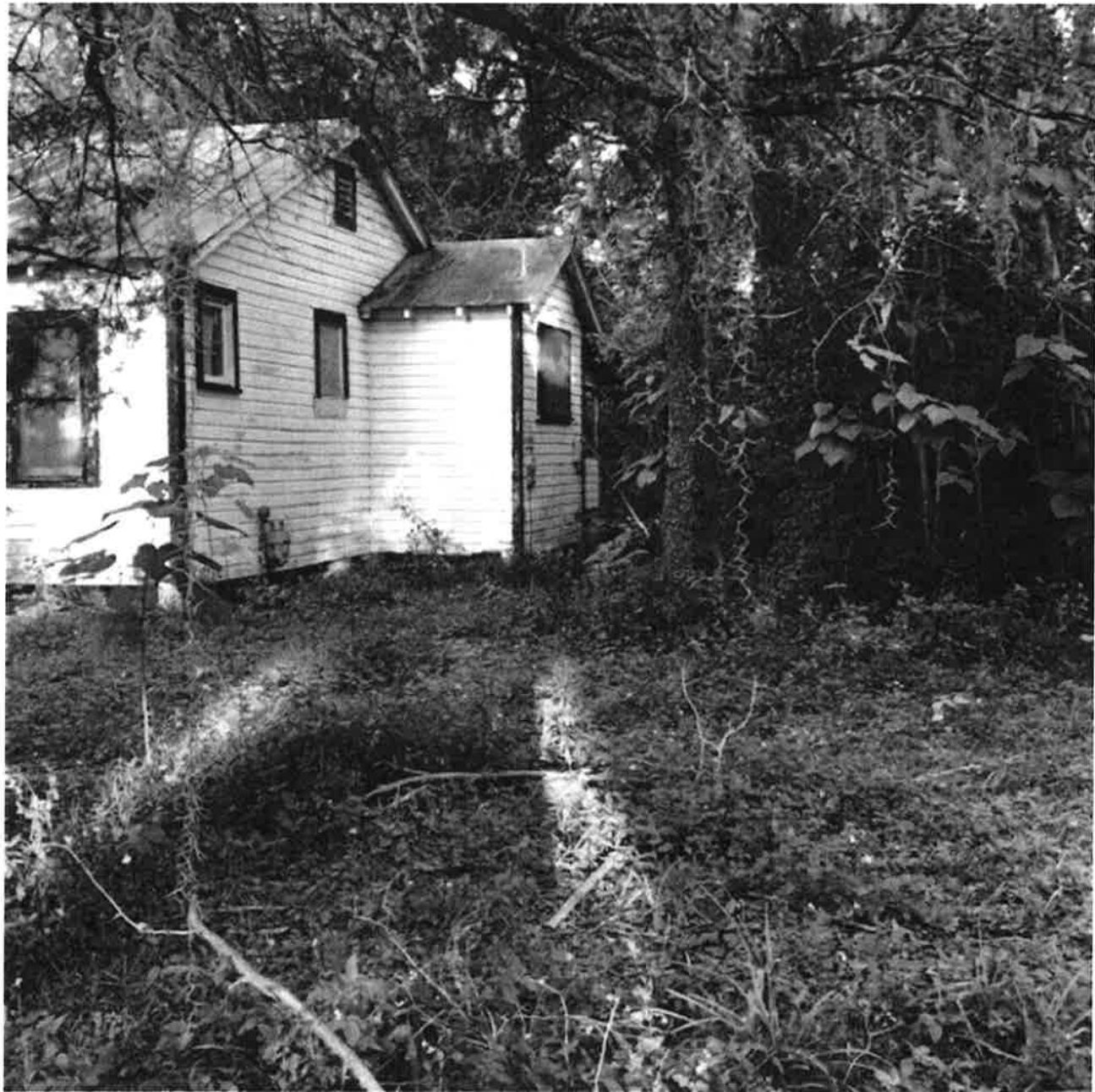
Sale Information								
Sale Date	Sale Price	Instrument	OR Book	OR Page	Sale Qualification	Vacant or Improved	Grantor	Grantee
2004-12-01	\$ 100	WARRANTY DEED	00922	0465	U	I	BONNER KINCH D	
<a href="#">Recent Sales in Neighborhood</a> <a href="#">Recent Sales in Area</a>		<a href="#">Previous Parcel</a>	<a href="#">Next Parcel</a>	<a href="#">Field Definitions</a>	<a href="#">Return to Main Search Page</a>		<a href="#">Levy Home</a>	
The Levy County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. Website Updated: May 22, 2017								

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**Date: December 3, 2019**

**COUNCIL AGENDA ITEM**

---

**ITEM/TOPIC: ROAD RIGHT OF WAY BEHINE BABIONE PLAZA**

**REQUESTED BY: WAYNE MYHREE**

**PREPARED BY: Latricia Wright**

**BACKGROUND / DESCRIPTION: ROAD RIGHT OF WAY AKA NW WILLISTON ARMS DR.**



**Overview**



**Legend**

- Parcels
- Parcel Lines**
- <all other values>
- Construction
- Easement
- Lot
- Miscellaneous
- Parcel
- Private Road
- Road Right of Way
- Subdivision
- Water
- Roads**
- City Labels**

<b>Parcel ID</b>	2213100B00	<b>Physical Address</b>	820 N MAIN ST	<b>Building Value</b>	\$21,846	<b>Last 2 Sales</b>			
<b>Property Class</b>	1100 - RETAIL	<b>Mailing Address</b>	WILLISTON	<b>Extra Feature Value</b>	\$1,920	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	WILLISTON	<b>Address</b>	BABIONES AIR CONDITIONING & HEATING INC	<b>Market Land Value</b>	\$5,000	5/26/2016	\$47000	12	U
<b>Acres</b>	0.023		820 N MAIN ST	<b>Ag Land Value</b>	\$5,000	3/29/2011	\$539300	12	U
			WILLISTON FL 32696	<b>Just Value</b>	\$28,766				
				<b>Assessed Value</b>	\$28,766				
				<b>Taxable Value</b>	\$28,766				

Date created: 11/27/2019  
 Last Data Uploaded: 11/26/2019 7:27:52 PM

Developed by 





## City Manager Annual Performance Evaluation Form December 2019

### **Rating Criteria**

For each performance criteria, please use the following rating scale:

- 5 – Exceptional/exceeds most
- 4 – Excels/exceeds some expectations
- 3 – Meets expectations
- 2 – Needs improvement
- 1 – Poor/Does not meet most
- N/O – Not Observed

**Staff Effectiveness:** Promoting the development and performance of staff and employees throughout the organization (requires knowledge of interpersonal relations; skill in motivation techniques; ability to identify others' strengths and weaknesses).  
Practices that contribute to this core content area are:

\_\_\_\_\_ **COACHING/MENTORING** Providing direction, support, and feedback to enable others to meet their full potential (requires knowledge of feedback techniques; ability to assess performance and identify others' developmental needs)

\_\_\_\_\_ **TEAM LEADERSHIP** Facilitating teamwork (requires knowledge of team relations; ability to direct and coordinate group efforts; skill in leadership techniques)

\_\_\_\_\_ **EMPOWERMENT** Creating a work environment that encourages responsibility and decision making at all organizational levels (requires skill in sharing authority and removing barriers to creativity)

\_\_\_\_\_ **DELEGATING** Assigning responsibility to others (requires skill in defining expectations, providing direction and support, and evaluating results)

***Comments for Staff Effectiveness:***

**Policy Facilitation:** Helping elected officials and other community actors identify, work toward, and achieve common goals and objectives (requires knowledge of group

dynamics and political behavior; skill in communication, facilitation, and consensus-building techniques; ability to engage others in identifying issues and outcomes).

Practices that contribute to this core content area are:

\_\_\_\_\_ **FACILITATIVE LEADERSHIP** Building cooperation and consensus among and within diverse groups, helping them identify common goals and act effectively to achieve them; recognizing interdependent relationships and multiple causes of community issues and anticipating the consequences of policy decisions (requires knowledge of community actors and their interrelationships).

\_\_\_\_\_ **FACILITATING COUNCIL EFFECTIVENESS** Helping elected officials develop a policy agenda that can be implemented effectively and that serves the best interests of the community (requires knowledge of role/authority relationships between elected and appointed officials; skill in responsibly following the lead of others when appropriate; ability to communicate sound information and recommendations)

\_\_\_\_\_ **MEDIATION/NEGOTIATION** Acting as a neutral party in the resolution of policy disputes (requires knowledge of mediation/negotiation principles; skill in mediation/negotiation techniques)

***Comments for Policy Facilitation:***

**Functional and Operational Expertise and Planning** (a component of Service Delivery Management): Practices that contribute to this core content area are:

\_\_\_\_\_ **FUNCTIONAL/OPERATIONAL EXPERTISE** Understanding the basic principles of service delivery in functional areas--e.g., public safety, community and economic development, human and social services, administrative services, public works (requires knowledge of service areas and delivery options)

\_\_\_\_\_ **OPERATIONAL PLANNING** Anticipating future needs, organizing work operations, and establishing timetables for work units or projects (requires knowledge of technological advances and changing standards; skill in identifying and understanding trends; skill in predicting the impact of service delivery decisions)

***Comments for Functional/Operational Expertise/Planning:***

\_\_\_\_\_ **Citizen Service** (a component of Service Delivery Management): Determining citizen needs and providing responsive, equitable services to the community (requires skill in assessing community needs and allocating resources; knowledge of information gathering techniques)

***Comments for Citizen Service:***

\_\_\_\_\_ **Quality Assurance** (a component of Service Delivery Management):  
Maintaining a consistently high level of quality in staff work, operational procedures, and service delivery (requires knowledge of organizational processes; ability to facilitate organizational improvements; ability to set performance/ productivity standards and objectives and measure results)

***Comments for Quality Assurance:***

**Initiative, Risk Taking, Vision, Creativity, and Innovation** (a component of Strategic Leadership): Setting an example that urges the organization and the community toward experimentation, change, creative problem solving, and prompt action (requires knowledge of personal leadership style; skill in visioning, shifting perspectives, and identifying options; ability to create an environment that encourages initiative and innovation). Practices that contribute to this core content area are:

\_\_\_\_\_ **INITIATIVE AND RISK TAKING** Demonstrating a personal orientation toward action and accepting responsibility for the results; resisting the status quo and removing stumbling blocks that delay progress toward goals and objectives

\_\_\_\_\_ **VISION** Conceptualizing an ideal future state and communicating it to the organization and the community

\_\_\_\_\_ **CREATIVITY AND INNOVATION** Developing new ideas or practices; applying existing ideas and practices to new situations

***Comments for Initiative, etc.:***

\_\_\_\_\_ **Technological Literacy** (a component of Strategic Leadership):  
Demonstrating an understanding of information technology and ensuring that it is incorporated appropriately in plans to improve service delivery, information sharing, organizational communication, and citizen access (requires knowledge of technological options and their application)

***Comments for Technological Literacy:***

**Democratic Advocacy and Citizen Participation:** Demonstrating a commitment to democratic principles by respecting elected officials, community interest groups, and the decision making process; educating citizens about local government; and acquiring knowledge of the social, economic, and political history of the community (requires knowledge of democratic principles, political processes, and local government law; skill

in group dynamics, communication, and facilitation; ability to appreciate and work with diverse individuals and groups and to follow the community's lead in the democratic process). Practices that contribute to this core content area are:

\_\_\_\_\_ **DEMOCRATIC ADVOCACY** Fostering the values and integrity of representative government and local democracy through action and example; ensuring the effective participation of local government in the intergovernmental system (requires knowledge and skill in intergovernmental relations)

\_\_\_\_\_ **CITIZEN PARTICIPATION** Recognizing the right of citizens to influence local decisions and promoting active citizen involvement in local governance

***Comments for Democratic Advocacy, etc.:***

\_\_\_\_\_ **Diversity:** Understanding and valuing the differences among individuals and fostering these values throughout the organization and the community

***Comments for Diversity:***

\_\_\_\_\_ **Budgeting:** Preparing and administering the budget (requires knowledge of budgeting principles and practices, revenue sources, projection techniques, and financial control systems; skill in communicating financial information)

***Comments for Budgeting:***

\_\_\_\_\_ **Financial Analysis:** Interpreting financial information to assess the short-term and long-term fiscal condition of the community, determine the cost-effectiveness of programs, and compare alternative strategies (requires knowledge of analytical techniques and skill in applying them)

***Comments for Financial Analysis:***

\_\_\_\_\_ **Human Resources Management:** Ensuring that the policies and procedures for employee hiring, promotion, performance appraisal, and discipline are equitable, legal, and current; ensuring that human resources are adequate to accomplish programmatic objectives (requires knowledge of personnel practices and employee relations law; ability to project workforce needs)

***Comments for HR Management:***

**Strategic Planning:**

\_\_\_\_\_ Seeks opportunities for the City to achieve its strategic goals, within time and budget constraints.

\_\_\_\_\_ Reports progress on strategic goals to Council quarterly.

\_\_\_\_\_ Maintains a long-term perspective for the advancement of the City.

***Comments for Strategic Planning:***

**Advocacy and Interpersonal Communication:** Facilitating the flow of ideas, information, and understanding between and among individuals; advocating effectively in the community interest (requires knowledge of interpersonal and group communication principles; skill in listening, speaking, and writing; ability to persuade without diminishing the views of others). Practices that contribute to this core content area are:

\_\_\_\_\_ **ADVOCACY** Communicating personal support for policies, programs, or ideals that serve the best interests of the community

\_\_\_\_\_ **INTERPERSONAL COMMUNICATION** Exchanging verbal and nonverbal messages with others in a way that demonstrates respect for the individual and furthers organizational and community objectives (requires ability to receive verbal and nonverbal cues; skill in selecting the most effective communication method for each interchange)

***Comments for Advocacy and Interpersonal Communication:***

\_\_\_\_\_ **Presentation Skills:** Conveying ideas or information effectively to others (requires knowledge of presentation techniques and options; ability to match presentation to audience)

***Comments for Presentation Skills:***

\_\_\_\_\_ **Media Relations:** Communicating information to the media in a way that increases public understanding of local government issues and activities and builds a positive relationship with the press (requires knowledge of media operations and objectives)

***Comments for Media Relations:***

**Integrity:** Demonstrating fairness, honesty, and ethical and legal awareness in personal and professional relationships and activities (requires knowledge of business and personal ethics; ability to understand issues of ethics and integrity in specific situations). Practices that contribute to this core content area are:

\_\_\_\_\_ **PERSONAL INTEGRITY** Demonstrating accountability for personal actions; conducting personal relationships and activities fairly and honestly

\_\_\_\_\_ **PROFESSIONAL INTEGRITY** Conducting professional relationships and activities fairly, honestly, legally, and in conformance with the ICMA Code of Ethics (requires knowledge of administrative ethics and specifically the ICMA Code of Ethics)

\_\_\_\_\_ **ORGANIZATIONAL INTEGRITY** Fostering ethical behavior throughout the organization through personal example, management practices, and training (requires knowledge of administrative ethics; ability to instill accountability into operations; and ability to communicate ethical standards and guidelines to others)

***Comments for Integrity:***

\_\_\_\_\_ **Personal Development:** Demonstrating a commitment to a balanced life through ongoing self-renewal and development in order to increase personal capacity (includes maintaining personal health, living by core values; continuous learning and improvement; and creating interdependent relationships and respect for differences).

***Comments for Personal Development:***

**Personal Traits:**

\_\_\_\_\_ **Displays Positive Attitude:** Shows enthusiasm and interest in the job; willing to accept challenges and new ideas; willing to cooperate.

\_\_\_\_\_ **Professional:** strives to improve the professional image of the City as well as the office. Displays a professional demeanor in work and in her interactions with others working in, for and with the City of Williston.

\_\_\_\_\_ **Dependable:** Is dependable, trustworthy and reliable. Consistently achieves a positive outcome and successfully accomplishes goals.

\_\_\_\_\_ Dedicated: Is dedicated to the City of Williston and be best interest of the citizens, employees and Council. Seeks to improve the stature of the City at every opportunity.

***Comments for Personal Traits:***

**General Comments:**

In a brief narrative, please describe:

What you are most pleased with in the City Manager's performance?

What areas for growth would you like to see? Please provide specific suggestions on how the City Manager may improve in the areas for growth?

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

Date: December 3, 2019

**COUNCIL AGENDA ITEM**

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**RESOLUTION 2019-68: resolution of the City of Williston approving the ASFCME (America Federation of State and County and Municipal Employees) General Employees Union Contract.**

**REQUESTED BY:** SCOTT LIPPMANN

**PREPARED BY:** Latricia Wright

**BACKGROUND / DESCRIPTION:** The American Federation of State County and Municipal Employees (AFSCME) and the City have negotiated a contract covering the 2019-2020 year.

**LEGAL REVIEW:**

**FISCAL IMPACTS:**

**RECOMMENDED ACTION:** Staff recommends approval.

**ATTACHMENTS:**

CONTRACT

RESOLUTION 2019-68

MAP

LEASE

OTHER DOCUMENTS

**COUNCIL ACTION:**

APPROVED

DENIED



**COLLECTIVE BARGAINING AGREEMENT**

**CITY OF WILLISTON AND  
AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL  
EMPLOYEES**

**October 1, 2019 –September 30, 2020**



**The Public Is Our Special Interest**

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**Preamble**

**This agreement is entered into between the City of Williston ("Employer") and AFSCME Florida Council 79 ("Union").**

**The intent of the parties and purpose of this Agreement is to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours, and other terms and conditions of employment.**

**There are and shall be no individual arrangements contrary to the terms herein provided. It is mutually understood and declared to be the public policy of the Employer and the Union to promote harmonious and cooperative relationships between the Employer and its employees, and to protect the public, assuring at all times the orderly and uninterrupted operations and functions of government**

**The Union agrees to support Federal, State and local laws requiring affirmative action to ensure equal employment opportunity.**

## **Article 1- Union Recognition**

**Pursuant to, and in accordance with, all applicable provisions of Chapter 447, Florida Statutes, the Employer recognizes the Union as the exclusive collective bargaining representative for those Employees in the defined bargaining unit for the purpose of bargaining collectively in the determination of the wages, hours, and terms and conditions of the public employees within the bargaining unit covered by PERC certification number 1657, issued February 8, 2008.**

## **Article 2 - Management Rights**

**2.1 It is the right of the City to determine unilaterally the purpose(s) of each of its constituent departments; to set standards of services to be offered to the public; and, to exercise discretion and control over its organization and operations. The Union expressly recognizes the City's sole and exclusive right to manage and direct the employees of the City.**

**2.2 The Union recognizes that all statutory and inherent managerial rights, prerogatives and functions are retained and invested exclusively in the City except as expressly modified or restricted by specific provisions of this Agreement.**

**The Union recognizes that the City has the sole and exclusive rights, powers, authority, judgment and discretion, including, but not limited to, the following:**

- A. To determine the organization of City government;**
- B. To determine the purpose of each of its constituent departments or subdivisions;**
- C. To exercise control and direction over the organization and efficiency of the operation of the City;**
- D. To set standards of productivity and for the service to be rendered;**
- E. To manage and direct the employees of the City;**
- F. To hire employees, determine their qualifications, assign and direct their work, to classify, transfer, promote, train, schedule, retain, lay-off, recall, and retire employees;**
- G. To reprimand, suspend, demote, discharge, or otherwise discipline employees;**
- H. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of the lack of work, funds or other legislative reasons that are not in conflict with this Agreement;**
- I. To determine the location, methods, means and personnel by which operations are to be conducted;**
- J. To determine the number of employees to be employed by the City;**
- K. To establish, change, modify, expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, service or project;**

- L. To establish, change or modify duties, tasks, responsibilities or requirements within the job description in the interest of efficiency, economy, technological change, or operation requirements;
- M. To establish implement and maintain an effective internal security practice;
- N. To set dress code and uniform standards;
- O. To set the starting and stopping time and to schedule the number of hours and shifts to be worked;
- P. To approve or disapprove time off from work or leave without pay;
- Q. To use independent contractors to perform work or services, to subcontract, contract out, close down or relocate the City's operations or portions thereof;
- R. To control and regulate the use of City machinery, facilities, equipment and other property of the City;
- S. To establish, change, combine, or modify the duties, tasks, responsibilities or requirements within the job descriptions, policies, and rules and regulations of the City; and,
- T. To promulgate and enforce the City's personnel manual.

2.3 The City's failure to exercise any right, prerogative, or function, hereby reserved to it, or the City's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative or function or preclude from exercising the same in some other way not in conflict with the express provisions of this Agreement.

2.4 The above rights of the City are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity of management. Any rights, powers and authority the City had prior to entering into this agreement are retained by the City, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the City has not expressly modified or restricted by specific provisions of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

2.5 If in the discretion of the Mayor, and/or his designee, it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions or what is judged to be a public danger or emergency, the provisions of this Agreement may be suspended by the Mayor and/or his designee during the time of the declared emergency provided that the wage rates and monetary fringe benefits shall not be suspended.

### **Article 3 - Employee Rights**

**3.1 The parties agree not to interfere with the right of any eligible employee to become a member of the Union, withdraw from membership in the Union or refrain from becoming a member of the Union. Further, the Employer agrees to distribute a packet of written information, created by the Union, to all Employees at the time of employee orientation. If the Union wishes to make a face-to-face presentation to new employees, the Employer requires that the Union arranges a mutually agreeable time and location with the employees' department head(s) or supervisor(s).**

**3.2 There shall be no discrimination by the Employer against any bargaining unit employee because of such individual's race, color, religion, creed, sex, national origin, disability, age or marital status.**

**3.3 Nothing contained in this Agreement shall foreclose any Employee covered by this Agreement from pursuing any right or remedy, not including arbitration as defined in Article 6 available under this Agreement without representation of the Union. Further, nothing contained in this Agreement shall foreclose any Employee from discussing a non-contract problem directly with his immediate supervisor or other Department Head without the intervention of the Union, provided that the immediate supervisor or other Department Head agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.**

#### **Article 4- Bulletin Boards**

**4.1 The City will provide the Union bulletin board space for its exclusive use in the Department. The Union may post notices regarding the Union's meetings, elections and matters relating to the Union's business administration of this Agreement and professional education material. The Union may also provide its own bulletin boards.**

**4.2 No material, notices or announcements shall be posted which contain anything which adversely reflects upon the City of Williston, its independent agencies, or any labor organization among its Employees. Copies of any material posted shall be initialed by the Union's elected stewards and a copy shall be provided to the City Manager. Any documents posted on the bulletin board which are not initialed may be removed by the City Manager, the Department Head or designated appointee. If the document is removed, the City Manager, Department Head or designated appointee shall notify the Union's elected stewards that the document was removed.**



## Article 5- Dues Deduction

### 5.1

- a) Upon receipt of a written authorization form from an Employee covered by this Agreement, the Employer will deduct the appropriate amount of Union dues and uniform assessments from the Employee's pay. This provision will provide for 52 or 26 deductions per year as applicable. The Employer will remit to the Union such sums no later than the tenth (10th) day of each month following such deductions. Changes in the Union membership dues rate will be certified to the Employer in writing over the signature of the authorized officer(s) of the Union, and shall be done at least thirty (30) days in advance of the effective date of such change. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance. On a monthly basis, the City will provide the Union with a report, showing the amount deducted and for whom, to be included with the monthly checks.
- b) Deductions for Union dues and or uniform assessments shall continue until:
- 1) the Employee revokes their authorization for dues deduction by submitting a signed letter to the Payroll Section revoking such authorization, with a copy to the Union; or,
  - 2) The authorization for dues deduction is revoked pursuant to Section 447.507 Florida Statutes; or,
  - 3) The termination of employment; or,
  - 4) The transfer, promotion or demotion of the Employee out of the bargaining unit;  
or,
  - 5) The Union is no longer certified to represent the Employees in the bargaining unit.
- c) Requests for dues deduction or revocation of dues deduction will be processed on the next available payroll.
- d) No deduction shall be made from the pay of any Employee for any payroll period in which the Employee's net earnings for that payroll period are less than the amount of dues to be deducted. Net earnings shall mean earnings after required deductions are made for Federal taxes, Social Security, pensions, credit union, and health and life insurance.
- e) The Union will indemnify, defend and hold the Employer harmless against any claim and against any suit instituted against the Employer on account of any deductions for Union dues or uniform assessments.

## **Article 6- Grievances and Arbitration Procedure**

### **6.1**

- a) For the purpose of this Agreement, a "grievance" is defined as a dispute involving the interpretation or application of this Agreement.**
- b) The term "days" as used shall mean calendar days.**
- c) The term "employee" shall not include probationary employees.**
- d) Time limits may be waived by mutual consent.**
- e) Written notification is complete upon mailing in the U.S. Mail to the Employee's last known address listed in the Employer's personnel record maintained by the City. Hand delivery is an acceptable alternative. Service is effective if the Employee is competent to receive same.**
- f) Where a grievance is general in nature in that it applies to number of employees rather than a single employee, or if the grievance is directly between the Union and the City, such grievance shall be presented by the Union's representative in writing directly to the City Manager (Step III) within ten (10) days of the occurrence of the events giving rise to the grievance.**

**6.2 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.**

**6.3 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this article, his grievance shall be considered conclusively abandoned.**

**6.4 Grievances shall be presented in the following manner:**

- a) Step 1: The Employee shall first take up his grievance with his immediate supervisor within fourteen (14) days of the occurrence of the events which gave rise to the grievance or from the date on which the Employee becomes knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time which the Employee was on annual leave, sick leave or other compensated leave, the fourteen (14) day period shall commence running immediately upon the Employee's return from such compensated leave or when an Employee is actually notified of the event(s) which gave rise to the grievance. The first step, between the Employee and his immediate supervisor, shall be on an informal or oral basis and shall not involve the Union or any representative of the Employee, unless requested by the Employee.**

- b) **Step II:** Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced to writing by the Employee and shall next be taken up with the Department Head. Such grievances shall be presented to the Department Head in writing within fourteen (14) days of the date of completion of the Step I meeting. The written grievance must include a concise statement of the facts alleged to support the grievance and shall be written on a grievance form attached to this Agreement as "Appendix A". ("Appendix A" is the AFSCME's standard form.) The Department Head, within fourteen (14) days upon receipt of the grievance, shall schedule a meeting with the Employee and his or her Union representative and render his decision on the grievance in writing, unless a longer period of time is mutually agreed upon.
- c) **Step III:** Any grievance which cannot be satisfactorily settled with the Department Head shall next be taken up with the City Manager or his designee, either through a representative of the Union and the Employee, or by the Employee himself, at the Employee's option. The grievance as specified in writing in Step II shall be discussed by and between the Employee and/or representative, if represented by the Union, with the City Manager or his designee, within ten (10) days after the completion of Step II. The City Manager, or his designee, within ten (10) days after this discussion (or such longer period of time as is mutually agreed upon) shall render his decision in writing, with a copy to the Union.
- d) **Step IV, Arbitration:** In the event a grievance processed through the grievance procedure has not been resolved in Step III above, the Union may request that the grievance be submitted to arbitration within thirty (30) days after the City Manager, or his designee, renders a written decision on the grievance. The parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names, from which each party shall have the option within ten (10) days of receipt of striking three (3) names in alternating fashion. The seventh (7th) or remaining name shall be the arbitrator. The parties shall jointly notify the arbitrator of his or her selection. Either party may object to all the names on the list provided the objection is made prior to the commencement of this striking process. If this occurs, the objecting party may request the Director of the Federal Mediation and Conciliation Service furnish another list of arbitrators. The City and the Union shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the hearing and the arbitrator thereafter shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written response presented in Step II and Step III of the grievance procedure. The arbitration proceeding shall be conducted in accordance with the rules of procedure promulgated by the American Arbitration Association and the following provisions:
- 1) The date, time and place of the hearing shall be established by consultation between the arbitrator, the Union and the City;
  - 2) The arbitrator shall have the jurisdiction and authority to decide whether the

- Imposed disciplinary action covered by the terms of the Agreement was for cause. If the arbitrator determines that disciplinary action covered by this Agreement was imposed for cause, the arbitrator may not alter or modify the severity of the disciplinary action by the City;
- 3) The arbitrator shall have no authority to modify, amend, add to, subtract from, change or otherwise alter or supplement the terms of this Agreement except the arbitrator may refer to the personnel manual and all police department policies and procedures;
  - 4) The arbitrator shall have no authority to consider or rule upon any matter which is not subject to arbitration or which is not defined as a grievance in this Agreement;
  - 5) The arbitrator may not issue declaratory or advisory opinions and shall confine the decision exclusively to the question presented;
  - 6) The arbitrator may not make any decision limiting or interfering in any way with the powers, duties and responsibilities of the City under the Constitution of the State of Florida and the United States or under any applicable laws and rules and regulations except as such powers, duties and responsibilities have been lawfully abridged, delegated or modified by the express provision of this Agreement;
  - 7) The arbitrator may not make any decision that is based upon any past practices defined in Article 18;
  - 8) The arbitrator's award may not provide for back pay which exceeds the amount of pay the Employee would otherwise have earned at the Employee's regular rate of pay, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of any event giving rise to the grievance under consideration. The arbitrator will offset any back pay by interim earnings which the grievant may have received during the back pay period;
  - 9) Where there is an issue regarding arbitrability, it is understood that that issue will be resolved separate and apart from the merits of the grievance. Issues of arbitrability shall be resolved by the arbitrator prior to the substantive merits of the grievance. Should the matter be found to be arbitrable, the parties may select another arbitrator to consider the substantive merits of the grievance;
  - 10) The fees and expense of the arbitrator shall be borne by the party who does not prevail in the arbitration proceedings. The cost of the transcript of the arbitration proceeding shall be borne by the party requesting it, unless both parties agree that a transcript is necessary, then the cost of the transcript shall be divided equally between the City and the Union. Each party, however, shall be responsible for compensating and paying the expense of its representatives, witnesses and attorneys;
  - 11) Unless mutually waived, copies of the arbitrator's decision shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's decision shall be final and binding on the parties;
  - 12) Consistent with the provisions of the Florida Public Employees Relation Act, Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement be administrated within the amounts agreed to by the City Council for funding the Agreement, and the arbitrator shall have no authority, power or justification to construe any provision of the law, statute, ordinance, rule or regulation or provision of this Agreement to result in, obligate or cause the City to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially

agreed to by the City Council for the funding of this Agreement. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void;

- 13) There shall be no reprisals against any of the participants of the grievance procedure set forth in this Article because of their participation.

## Article 7 - Discharge and Discipline

7.1 No permanent Employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise disciplined except for just cause, and in no event until the Employee has been furnished with a written statement of the charges and the reasons for such actions. The statement will notify the Employee of their right to grieve the discipline, pursuant to the provisions of Article 6 of this Agreement.

7.2 Any written reprimand shall be furnished to the Employee and shall outline the reason for the reprimand. The Employee will be requested to sign this statement. If the Employee refuses to do so, this refusal shall be noted and placed in the Employee's personnel file. If the Employee signs this statement, such signature shall only acknowledge receipt of a copy of the reprimand and shall not mean that the Employee agrees or disagrees with the reprimand.

The Employee's responding statement, if any, will be attached to the reprimand. The reprimand and the responding statement will be placed in the Employee's personnel file. A written reprimand is not subject to be grieved under this contract.

7.3 After a disciplinary detrimental document has been on file in the Employee's personnel file for a period of twenty four (24) months, that document shall not be used in any adverse way against the Employee, unless the Employee has been written up for the same offense.

7.4 Personnel Records-There shall be only one personnel file for each Employee which shall be maintained in the Human Resources Division unless a different location is approved by the City Clerk. Duplicate personnel files may be established and maintained within an agency.

The Employee affected shall be notified as to the location of all duplicate files pertaining to them. A copy of any documents placed in an Employee's official personnel file that are detrimental to the Employee shall be sent to the Employee. Only those disciplinary actions recorded in an Employee's official personnel file may be used as the basis for progressive discipline. Employees have the right to respond to any material included in their official personnel file. Employees have the right to review their own official personnel file at reasonable times under supervision of the designated records custodian

### 7.5 Option for Appealing Disciplinary Action:

- a) Any Employee shall have the right to grieve a disciplinary action pursuant to the terms of this Agreement.
- b) An Employee who elects to pursue the grievance procedure provided for in this Agreement shall follow the procedures for filing a grievance outlined in Article 6.

## **Article 8- Prohibition of Strikes and Lockouts**

**8.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the Employees or the Union, as defined by Chapter 447, Florida Statutes, and there will be no lockouts by the City for the duration of this Agreement. The Union supports the City fully in maintaining normal operations.**

**The Union further agrees that its elected officers, agents or representatives, shall to the fullest extent possible, abide by the provisions of this Article and the law by remaining at work during any interruptions by others and to make every effort to compel bargaining unit members to cease their engagement in the activities recited in the preceding paragraph, to return to work and publicly disavow the strike.**

**8.2 Any Employee who participates in or promotes a strike, work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City and only the question of whether he did in fact participate in order to promote such action shall be subject to grievance and arbitration procedure, unless PERC assumes jurisdiction.**

**8.3 In the event of a strike, an official Union spokesperson shall promptly and publicly disavow such strike, order the Employees to cease the illegal activity and, if the Employees are not working, order them to return to work. It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of its citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief.**

**8.4 "Picketing" as used herein shall mean any action which has the effect of preventing or attempting to prevent employees from reporting to or continuing work or preventing the public from entering public facilities.**

## **Article 9- Job Posting**

**9.1 Whenever a job opening occurs that the Employer intends to fill by examination, the Employer shall publish notice of the examination schedule on all appropriate bulletin boards for ten (10) working days in the case of internal recruitment, and for five days (5) in case of external recruitment.**

**Employees who wish to apply for the examination must do so in writing within the period provided above.**

**9.2 The Employer may assign or reassign Employees to temporarily fill job openings. These temporary assignments shall be considered as training assignments by which an Employee may obtain experience that will enable the Employee to qualify for future promotions.**



## **Article 10-Special Meetings**

**10.1 The City Manager, or their designee, and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that the special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request, and at a time and place mutually agreeable to the parties. The Union shall have the right at these special meetings to recommend to the City Manager, or their designee, corrections of any inequities known to the Union.**

## Article 11- Union Activity

### 11.1 Stewards and Representation

- a) The employees covered by this agreement will be represented by Stewards. A Steward assigned to more than one geographical location will be considered a Roving Steward to function properly under the stewardship procedure. A written list of Stewards and Alternates will be submitted to the Employer, together with the specific areas in which they will function. An Alternate Steward will only become active in the event of the physical absence of the Regular Steward, and upon prior notification by the Union. Alternate Stewards are subject to the same rules and regulations that govern the conduct of Stewards.
- b) The Employer recognizes and shall work with the appropriate Union Stewards and representative of AFSCME Florida Council 79 in matters relating to grievances and interpretation of this contract, including promoting harmonious working relationships.
- c) Union Stewards shall be active employees as designated by AFSCME Florida Council 79 and shall be members of the bargaining unit.
- d) Union representatives and Stewards are subject to the rules of the City of Williston and its independent agencies, as are all other Employees, except as specifically outlined in this Agreement.
- e) While on leave of absence, no Employee shall function as a Union Steward without mutual consent of the Union and the Employer.
- f) A written list of Union Stewards and Officers shall be furnished to the Employer prior to the effective date for their assuming duties of office. AFSCME Florida Council 79 shall notify the Employer promptly of any changes of such Union Stewards. No Union Steward shall perform any Union work unless the Union has complied with the requirements.
- g) A Union Steward shall be granted time off during working hours, without loss of pay, to investigate and settle grievances on the job site which is within their Jurisdiction. The Steward must secure approval from their immediate supervisor prior to performing such duty. The Steward receiving time off under this provision shall record their time before leaving the job and upon returning. When entering the area of a supervisor other than their own, the Steward shall notify the supervisor of their presence and purpose.

A Steward shall only be granted time off under this provision when requested by an Employee in the bargaining unit for assistance with a grievance. Stewards may receive and discuss grievances of Employees on the premises or in the field during working hours to the extent that such discussions do not interfere with the work of

other Employees. Union Stewards shall not conduct any grievance work on overtime or holiday time except in emergency situations. It is acknowledged that only one (1) Steward will work on grievances from any Employee. A Union officer may substitute for a Union Steward for all purposes set forth in this paragraph.

11.2 Nothing in this Agreement shall prevent any Employee from presenting at any time his or her own grievances in person or by legal counsel to the Employer or from having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with terms of the collective bargaining agreement when in effect, and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

11.3 Employees designated in the bargaining unit shall have the right to join, or refrain from joining, the Union to engage in lawful concerted activities for the purpose of collective bargaining, negotiations or any other mutual aid and protection, and to express opinions related to the conditions of employment, all free from restraint, discrimination, intimidation or reprisal because of that Employee's membership or lack of membership in the Union or by virtue of that Employee holding office or not holding office in the Union. This provision shall be applied to all Employees in the bargaining unit.

11.4 The Union shall neither actively solicit grievances nor collect Union monies on Employer property.

11.5 Officials of the Union may, with proper authorization which will not be unreasonably withheld, be admitted to the property of the Employer. Officials as designated above shall be able to talk with Employees before or after regular working hours or during lunch hours of said employees on Employer property in areas mutually agreed on by the Union and the Employer.

11.6 The local Union President or one alternate officially designated by the local Union President shall be granted reasonable time off during working hours without loss of pay for the purpose of attending to appropriate Union activities requiring their presence. This shall not be interpreted to limit the Union to the resolution of only one issue at a time City-wide, but is intended to limit the number of Union representatives being granted time off to attend to a single specific issue. The local Union President or alternate must secure approval from their immediate supervisor prior to performing such duty.

**Article 12 - Holidays**

12.1 Employees in the bargaining unit shall be entitled to twelve (12) holidays with pay each year as follows:

<b>Date</b>	<b>Holiday</b>
January 1st	New Year's Day
Third Monday in January	Martin Luther King, Jr. Birthday
Third Monday in February	Presidents Day
Friday Before Easter	Good Friday
Last Monday in May	Memorial Day
July 4th	Independence Day
First Monday in September	Labor Day
November 11th	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Friday After Thanksgiving	
December 25th	Christmas Day
Day Before or After Christmas	

Employees shall also be entitled to a paid holiday for any day declared a holiday by ordinance of the City Council, or by proclamation of the Mayor.

12.2 When an observed holiday occurs on an Employee's scheduled day off, the Employer may elect to either schedule the Employee to take a day off at another mutually agreeable date or to compensate the Employee at the Employee's regular straight time rate for the holiday.

12.3 An Employee who is required to perform work or to render services on one of the holidays listed in section 12.1 shall be compensated at one and one half (1-1/2) times the Employee's regular straighttime hourly rate for any hours worked. In addition, the Employee will receive straighttime pay for that day or the Employer may elect to schedule the Employee to take equal time off at another date mutually agreed to.

12.4 A permanent, probationary or provisional employee shall receive payment for any paid holiday unless:

- a) The Employee has an unexcused absence on the last regular workday preceding such a holiday or on the next regular work day following such holiday;
- b) The Employee is scheduled to work on the holiday and fails to report for work without a justifiable reason for the absence;
- c) The Employee is on leave of absence without pay; or,
- d) The Employee is receiving a wage benefit from workers compensation;

**12.5 Those Employees who work a Monday through Friday work week shall observe holidays as follows. Holidays occurring on Saturday shall be observed on Friday. Holidays occurring on Sunday shall be observed on Monday. All other Employees shall observe the holidays on the date on which the holiday occurs.**

## **Article 13- Health and Safety**

**13.1 The Employer agrees that it will conform to and comply with safety, health, sanitation and working conditions properly required by Federal, State and local law. The Employer and the Union will cooperate in the continuing objectives of elimination of safety and health hazards due to unsafe working conditions and inadequate restroom facilities where they are shown to exist.**

**13.2 The Employer will provide protective devices, wearing apparel and other equipment necessary to protect Employees from injury in accordance with established safety practices. Such practices may be improved from time to time by the Employer's in-house safety representatives. The Union may submit safety recommendations as needed to the City Manager or designee. When protective devices, apparel and equipment are provided, they must be used. Failure by the Employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action.**

## **Article 14- Witness Service**

**14.1 Any Employee who is called to testify while off duty in any court proceeding as a result of his or her normal City or independent agency duties shall be entitled to compensation for all hours while on such special duty. The Employee will be compensated for these special duty hours at the Employee's hourly rate. The Employee will be compensated for a minimum of two (2) hours.**

## **Article 15- Union Security**

**15.1 In accordance with Chapter 447.301, Florida Statutes, Employees shall have the right to form, join or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.**

- a) The Employer agrees to place copy of this Agreement in each work location for reference by bargaining unit employees**
- b) The Employer will notify the Union of all new persons hired into job classifications that are represented by the AFSCME bargaining unit.**

**15.2 Upon request of the Union, the Employer will, on a quarterly basis, provide the Union with a list of all Employees covered by the bargaining unit. The list will include the name, home address, Employee identification number, occupational code, home telephone number and gross salary of each Employee. The list will be provided at no cost to the Union.**

**15.3 The President of AFSCME Florida Council 79 or designee will be the official spokesperson for the Union in any matter between the Union and the Employer.**

**15.4 When the Employer establishes a new classification that would be included within the bargaining unit, the Union will be given notice in writing as to the Employer's determination of the unit to which the new classification will be assigned and whether the classification is competitive or non-competitive.**

**15.5 The Employer shall notify the Union of the class specification and pay range revisions to any classification that is presently in the certified bargaining unit for which the Union is the representative, prior to the implementation of those revisions. The Employer will provide this notice to the President of AFSCME Florida Council 79. The Union may submit comments about the revisions within ten (10) days of the date of the Employer's notice.**

**15.6 The Union has been provided with a copy of the Personnel Policy and Procedures Manual.**



**Article 16- Limited Emergency**

**16.1 During a declaration of emergency by the Mayor or Governor or when an emergency may reasonably be determined to be imminent, provisions of this Agreement addressing notifications, scheduling and shift assignment requirements may be suspended during the time of the declared emergency, provided that wage rate and monetary fringe benefits shall not be suspended**

**Article 17-Wages**

**17.1 Effective October 1, 2019 for the fiscal year 2019-2020, all Employees shall receive an increase to their base pay rate based upon the supporting documents accompanying the final budget approved by the Williston City Council.**

**Article 18 - Past Practice**

**18.1 This Agreement, upon ratification by the bargaining unit Employees and the City, supersedes and cancels all prior practices and understandings predating this Agreement except that all pay and benefit provisions, work rules and regulations set forth in the City's administrative rules and regulations and the City's policies and procedures manuals which are in effect prior to the effective date of this Agreement and which are not specifically modified by this Agreement shall be binding on either party during the term of this Agreement.**

## **Article 19 - Severability**

**19.1 In the event any article, section or portion of this Agreement should be held Invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specified in the court's decision. Upon request of either party, the parties agree to meet for the purpose of negotiating a substitute for that specific article, section or portion thereof. All other articles, sections or portions of this Agreement shall remain valid and enforceable.**

## **Article 20 - Entire Agreement**

### **20.1 Agreement and Reopeners**

- a) This agreement upon ratification supersedes and cancels all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.**
- b) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.**
- c) The City and the Union, during the term of this Agreement voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.**
- d) Nothing herein shall preclude the City or the Union from mutually agreeing to alter, amend, supplement, delete, enlarge or modify any of the provisions of this Agreement in writing.**
- e) This section shall not be construed to in any way restrict the parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.**

Terms of Contract

Section 1


This agreement shall become effective the first day of October 2019 and shall remain in full force and effect through the 30th day of September 2020, and will continue thereafter in full force and effect from year to year unless not less than sixty (60) days prior to the termination date above or any anniversary thereof, either party gives notice in writing to the other of its desire to amend, add to or terminate this agreement

Section 2

The parties will reopen wages by giving written notice of such intent by April 1st each year during the term of this agreement.

Executed on behalf of the City of Williston this 17th day of December 2019.

By: \_\_\_\_\_  
Nancy Wininger, City Council President

Attest:  
Latricia Wright, City Clerk 

Executed on behalf of the American Federation of State, County and Municipal Employees this  
11<sup>th</sup> Day of December 2019

  
\_\_\_\_\_  
Representative for the \_\_\_\_\_ n

**CITY COUNCIL RESOLUTION NO. 2019-68**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE ASFCME (AMERICAN FEDERATION OF STATE AND COUNTY AND MUNICIPAL EMPLOYEES) GENERAL EMPLOYEES UNION CONTRACT.**

**WHEREAS**, the City and AFSCME have negotiated a new contract between the City and its general employees; and

**WHEREAS**, the City and AFSCME have agreed on all points of the contract; and

**WHEREAS**, AFSCME has signed the contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, THAT:**

**SECTION 1.** THE ABOVE RECITALS ARE TRUE AND ACCURATE AND ARE MADE A PART OF THIS RESOLUTION.

**SECTION 2.** THE CITY COUNCIL HEREBY RATIFIES THE CONTRACT BETWEEN THE CITY AND AFSCME, AND AUTHORIZES THE CITY COUNCIL PRESIDENT TO SIGN THE CONTRACT ON BEHALF OF THE CITY.

**SECTION 3.** THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON ADOPTION.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**PASSED AND ADOPTED AT A MEETING OF THE CITY COUNCIL THIS 3RD DAY OF DECEMBER, 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