

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

DATE: TUESDAY, DECEMBER 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

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: DECEMBER 3, 2019 REGULAR CITY COUNCIL MEETING (pp 4-7)
- B. RESOLUTION 2019-69 APPROVING THE RENEWAL OF AN AGREEMENT FOR AN EMPLOYEE ASSISTANCE PROGRAM (EAP) (pp 8-14)
- C. RESOLUTION 2019-70: APPROVING COUNCIL PRESIDENT TO SIGN THE ENERGY ASSISTANT VENDOR AGREEMENT BETWEEN THE CITY OF WILLISTON AND THE SUWANNEE RIVER ECONOMIC COUNCIL, INC.-CITY MANAGER LIPPMANN (pp 15-19)

ITEM – 4 – OLD BUSINESS

- A. STAFF AND BOARD UPDATES
  - KEN SCHWIEBERT
  - DEBRA JONES
- B. DISCUSSION WITH POSSIBLE ACTION: CITY MANAGER EVALUATION COMPLIATION (pp 21-32)

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

ITEM – 5 – NEW BUSINESS

- A. RESOLUTION 2019-71: APPOINTING JOHN BECKER AS A BOARD MEMBER FOR PLANNING AND ZONING COMMISSION- CITY PLANNER GORMAN (pp 33-35)
- B. RESOLUTION 2019-72: APPOINTING PENNEY BOYER AS A BOARD MEMBER FOR PLANNING AND ZONING COMMISSION- CITY PLANNER GORMAN (pp 36-38)
- C. RESOLUTION 2019-73: DECLARING THE CITY OF WILLISTON A SECOND AMENDMENT STRONGHOLD- MAYOR ROBINSON (pp 39-42)
- D. RESOLUTION 2019-74: AUTHORIZING COUNCIL PRESIDENT TO SIGN A CONTRACT WITH WRIGHT PIERCE FOR ENGINEERING AND PERMITTING OF A PROPOSED BURN AND STORAGE SITE FOR YARD AND HURRICANE DEBRIS- UTILITY DIRECTOR CJ ZIMOSKI (pp 43-52)
- E. RESOLUTION 2019-75: APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WILLISTON AND THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT –CITY MANAGER(pp 53-62)
- F. DISCUSSION WITH POSSIBLE ACTION: ORDINANCE SEC. 40-10 UTILITY DEPOSITS OR BOND REQUIRED; AMOUNTS; MANNERS OF PAYMENT- MAYOR ROBINSON (pp 63)
- G. DISCUSSION WITH POSSIBLE ACTION: ADDITIONAL UTILITY DEPOSIT LETTER TO SIRIUS PIZZA-MAYOR ROBINSON (pp 64)

ITEM – 6 – PUBLIC PARTICIPATION

ITEM – 7 – ANNOUNCEMENTS

ITEM – 8 – 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;
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;
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;

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

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.
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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, DECEMBER 3, 2019  
TIME: 6:00 P.M.  
PLACE: WILLISTON CITY COUNCIL ROOM

CALL TO ORDER – at 6:00 p.m.

ROLL CALL –

Vice President Robinson excused

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 Head moved to approve the agenda. Councilman Ross seconded. By show of hands motion carried 4-0.

ITEM – 2 – PUBLIC PARTICIPATION

None

ITEM – 3 – MAYOR’S STUDENT OF THE MONTH

Mayor Robinson recognized Edith De La Cruz and 11<sup>th</sup> grader at Williston Middle High School, Austin Gonzalez and 8<sup>th</sup> grader at Williston Middle High School, McKinley Peck a 2<sup>nd</sup> grader at Williston Central Christian Academy and Aliyah Blankenship a 2<sup>nd</sup> grader at Joyce Bullock Elementary School for their academic achievement

ITEM – 4 – CONSENT AGENDA

Councilman Head moved to approve Consent Agenda. Councilman Ross seconded. By show of hands motion carried 4-0.

A. MINUTES: NOVEMBER 19, 2019 REGULAR CITY COUNCIL MEETING

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD UPDATES

City Manager Lippmann gave a brief update on the loss of power that occurred this morning on the East side of the city. City Manager explained the problem was a recloser that has been fixed. City Manager also, discussed with the Council on his upcoming

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

meeting in Tallahassee with Airsigns. Airsigns are the makers of blimps and are the only ones in the US. He's hoping the outcome will be Airsigns partnering with a company from Tennessee and relocating to the Williston Airport. If this happens the company will bring approximately 500 jobs to the area. Mr. Lippmann also stated he has been in contact with some well established companies that are looking at the Williston area. As soon as he gets more information he will forward to the Council.

City Planner Gorman told the Council that she is having a workshop on Planning and Zoning Thursday at 6:00 pm and invited all the Council to attend. Mayor Robinson encouraged all the Council to attend the workshop.

B. DISCUSSION WITH POSSIBLE ACTION: BONNER PROPERTY LIEN  
REDUCTION REQUEST- MR. CHUCK KENNEDY

Mr. Chuck Kennedy discussed with the Council his intent to purchase the Bonner (329 NE 2<sup>nd</sup> St.) property which has a City lien in the amount of \$36,350.00. Mr. Kennedy stated he would clean the property up and get it back on the tax roll, so he's asking the City Council if they could reduce the lien so he can purchase the property. Council President Winger said she was concerned about setting presidency with other potential buyers of properties that have liens if they reduced the lien. President Winger also stated she did not want to undermine the Board of Adjustment. Attorney Koberlein mentioned to the Council that they could do a conditional release of lien on the property. Councilman Goodman said he was in favor of a Conditional Release of lien. After some discussion Council Head moved to approve Attorney Koberlein prepare a Conditional Release of lien, with the purchaser paying Attorney fees, Recording fees, Administration fees and come into compliance within 6 months from date of purchase and have the Council President sign. Councilman Goodman seconded. By show of hands motion carried 4-0.

ITEM – 6 – NEW BUSINESS

A. DISCUSSION WITH POSSIBLE ACTION: WAYNE MYHREE-SIDE STREET (AKA  
NW WILLISTON ARMS DR) LOCATED BEHIND BABIONE PLAZA

Mr. Myhree no show. City Manager told the Council he will reach out to Mr. Myhree and handle the complaint internal.

B. DISCUSSION WITH POSSIBLE ACTION: CITY MANAGER ANNUAL  
EVALUATION

Council President asked the Council members if they were okay with the evaluation they have received for the City Manager. All replied yes. Council President asked all the Council members to have their evaluations returned to City Clerk Latricia Wright by next Tuesday. City Manager Lippmann said he would send all the Council members a self-evaluation if that would help them with the evaluation. All agreed.

C. RESOLUTION 2019-68: APPROVING THE AFSCME GENERAL EMPLOYEE'S  
UNION CONTRACT RENEWAL – CITY MANAGER

City Manager Lippmann gave a brief discussion of the Contract between the Union and the Employees. Mr. Lippmann stated the only change to the contract was to reflect the

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

wage increase granted by the council as a percentage. Councilman Head moved to approve Resolution 2019-68; approving the AFSCME General Employee's Union Contract Renewal. Councilman Ross seconded. By show of hands motion carried 4-0.

ITEM – 7 – PUBLIC PARTICIPATION

None

ITEM – 8 – ANNOUNCEMENTS

Mayor Robinson asked the Council members to meet at the Fire Department to line up for the Christmas parade. City Manager Lippmann informed the Council that the City will have a tent at Light up Williston. Attorney Koberlein also encouraged everyone to attend the Planning and Zoning workshop.

ITEM – 9 – ADJOURNMENT

Adjourned at 7:35 p.m.

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CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

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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.

Date: December 17, 2019

**COUNCIL AGENDA ITEM**

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**TOPIC: EMPLOYEE ASSISTANCE PROGRAM RENEWAL AGREEMENT**

**REQUESTED BY: SCOTT LIPPMANN**

**PREPARED BY: SCOTT LIPPMANN**

**BACKGROUND / DESCRIPTION:**

As part of our employee benefits, the City offers an Employee Assistance Program (EAP).

This is the annual renewal of the agreement to provide those services, offered by ESI Employee Assistance Group.

**LEGAL REVIEW:**

**FISCAL IMPACTS:**

**RECOMMENDED ACTION: Approve**

**ATTACHMENTS:**

**COMMISSION ACTION:**

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

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





TotalCare EAP  
Public Safety EAP  
Educators' EAP  
Higher Ed EAP  
HealthCare EAP  
Union AP

## Employee Assistance Program (EAP) | RENEWAL AGREEMENT

This Employee Assistance Program (EAP) Agreement (“Agreement”) is between **City of Williston, FL** (“Client”) and **EMPLOYEE SERVICES, INC. dba ESI EMPLOYEE ASSISTANCE GROUP**, a New York corporation, 55 Chamberlain Street, Wellsville, New York 14895 (“ESI”) for ESI to provide the benefits described herein for employees of Client effective **10/1/19-9/30/20**.

### I. Productivity Solutions

*With employees losing an average of over 3 weeks of productivity each year, addressing productivity losses is critical. Our entire focus is on providing the most comprehensive benefits to make the largest possible impact on improving employee lives and reducing lost productivity cost. We offer more than twice the benefits of other EAPs. Employees of Client and their household members including children up to age 26 who do not reside with employee are referred to herein as Members.*

- **Unlimited Telephonic Counseling:** Members speak directly with our professional staff counselors 24 hours a day via a toll-free number. Every counselor has a Master’s or Ph.D. degree. Staff counselors provide direct in-the-moment counseling when a Member calls and act as case managers when referrals are made to local counselors or other work-life or wellness resources, overseeing each case to its ultimate closure – regardless of the amount of time involved in assisting the Member.
- **Face-to-face Counseling Sessions per Issue:** Up to **3**  
Members are eligible for telephonic counseling and short-term, in-person counseling.
- **Work/life Benefits:** Benefits offered to assist Members with a wide variety of issues including Legal, Financial, Caregiver, Adoption, Special Needs, Personal Assistant, Tools for Tough Times and Pet Help.
- **Lifestyle Benefits:** Menu of value-added wellness services designed to enhance a Member’s quality of life – discounts vary by season and location.
- **Wellness Resource Center:** Includes the latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking.

### II. Engagement Solutions - Peak Performance Benefits

*ESI is the only EAP to offer Peak Performance Benefits - an entire menu of coaching programs, self-help resources and training to stimulate employee engagement. These benefits are designed to improve the performance of not just some but all of your employees. ESI also provides Hiring, Onboarding and Employee Engagement Resource Centers for HR, managers and supervisors. The result: Employees report improved personal and professional performance at work and at home; and overall employee engagement is improved.*



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Higher Ed EAP  
HealthCare EAP  
Union AP

- **Personal and Professional Coaching:** One-on-one telephonic coaching from Certified Coaches combined with structured, online trainings. Coaching is delivered by Masters or Ph.D. level Coaches in scheduled telephonic coaching sessions to review key concepts of the trainings and implementation of skills. Coaches use a solution-focused approach to improve current and future performance. **Information Resource Benefits:** 25,000 Self-Help Resources – Tools, Assessments, Financial Calculators, Video Library, and Articles for thousands of topics.
- **Online Training and Personal Development:** Includes over 200 Personal Finance and Investing courses and over 50 Personal Development courses to help employees balance their work and personal life. The ESI Management Academy is an entire curriculum of online training programs that promote key management skills.
- **Recruiting, Hiring, Interviewing, Onboarding, and Employee Engagement Resource Centers:** Extensive array of articles and Web resources from leading experts.

### III. EAP Administration - Orientation and Engagement

*An employee assistance program that is not used is not useful. Utilization begins with employee awareness. A well-planned installation and continued awareness campaigns will have a direct impact on the level of engagement. ESI provides comprehensive employee orientation and communications.*

- **Automated Digital Communication (ADC):** Proprietary Automated Digital Communications (ADC) system allows ESI EAP to engage in periodic email communications with Members. Utilization is the key to maximizing the effectiveness of your EAP by helping employees to resolve issues and distractions that hinder productivity.
- **EAP Mobile App:** Members have the convenience and privacy of 24/7 access to all EAP benefits and services at their fingertips wherever they go via the EAP smartphone app.
- **EAP Ongoing Communication & Engagement:** ESI provides a wide variety of high-quality video, hardcopy and electronic materials to promote continued awareness and maximize engagement of the program. The continued awareness campaign includes Brochures, Wallet Cards, Posters, Monthly Newsletters, Table Top Displays, Topical Flyers, Video Presentations, and New Benefit Announcements.
- **EAP Member/Employee & Supervisor Orientation:** ESI provides comprehensive employee and supervisor orientations via web conference meetings, online orientation videos, and onsite group meetings.

### IV. Manager, Supervisor and Human Resources Services

*ESI offers an entire menu of management-focused employee assistance services to help deal with important compliance and liability issues.*

- **Trauma Response & Resources:** Provides consultation with our counselors and grief and loss resources for managers and Members. Responses include on-scene deployment, telephonic counseling and private counseling as well as group debriefings.
- **Unlimited Administrative (Mandatory) Referrals:** Formal process to address employee policy violations and unacceptable job performance that could be improved through Coaching and Training.



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Union AP

- **Unlimited HR Consultations w/ SPHR's:** Managers may contact our clinical staff or our certified SPHRs (Senior Professionals in Human Resources) for counsel on human resource and complex employee issues.
- **Supervisor Resource Center:** Forms, policies, articles and other tools designed to help develop people management best practices. Key topics include Recruiting, Hiring, Interviewing, Onboarding, Employee Engagement, FMLA, Workplace Violence and Harassment Prevention.
- **HR Web Café:** Workplace blog about employment issues, people matters and work trends.

## V. ESI Accountability

- **Activity Reports:** ESI generates detailed online EAP statistical reports on a monthly basis. Due to confidentiality, clients with less than 25 employees will not have access to an activity report.
- **Quality Assurance Program:** ESI maintains a rigorous Quality Assurance Program. Key elements include Proprietary Network, Provider Review, Member Satisfaction Research, Peer Review, Weekly Clinical Staff Meetings, Clinical Supervision and Immediate Problem Resolution.
- **Confidentiality:** Confidentiality is always maintained except in cases where there is a legal obligation to intervene, such as in the case of child or elder abuse, a serious threat of harm to self or others, or threats of workplace violence.

## VI. Optional Services

- **Employee Engagement Program – Best Practice Learning Center, Knowledge Center and Consultant: No**  
The ESI Engagement Program is an *optional benefit* designed to meet the needs of organizations focused on improving employee engagement, professional development and productivity. It is an online personal and management development Knowledge Center *powered by Skillsoft*, the world's leading provider of online personal and professional training. In addition, the Best Practice Learning Centers assist managers and supervisors in developing recruiting & interviewing, onboarding & development and employee best practices. The program is supported by a dedicated ESI Consultant, who assists in creating a tailored training curriculum to meet your organization's needs.
- **Wellness Coaching: Yes**  
Members have unlimited coaching assistance from an integrated team of Certified Wellness Coaches and Behavioral Health Clinicians for the mental and emotional challenges each employee must overcome to improve their physical health.
- **GCN Compliance Training: No**  
ESI has partnered with Global Compliance Network (GCN) to offer online compliance training to our Member organizations at a **discounted rate**.



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## **VII. Force Majeure**

ESI's inability to perform any of the obligations provided in this Agreement due to (i) an act of God, such as earthquake, hurricane, tornado, flooding or other natural disaster; (ii) unavailability or interruption or delay of transportation, telecommunications, internet, cable, or third-party services; (iii) failure of software; (iv) inability to obtain supplies or power used in or equipment needed for provision of the services; (v) labor strikes, riots, insurrection, war; or (vi) other significant factors that are beyond ESI's reasonable control ("Force Majeure Event(s)") shall not be deemed a breach of this Agreement. In the event of Force Majeure Event(s), ESI shall make every reasonable effort to minimize delay of performance.

## **VIII. Execution of Documents**

This Agreement and all related documents may be executed by the parties in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. The exchange of executed copies of this Agreement and related documents and of signature pages by facsimile transmission and/or by electronic mail in Portable Document Format ("PDF") or similar format shall constitute effective execution and delivery and may be used in lieu of the original documents for all purposes. Signatures of the parties transmitted by facsimile and/or by electronic mail in PDF or similar format shall be deemed to be their original signatures for all purposes.



TotalCare EAP  
 Public Safety EAP  
 Educators' EAP  
 Higher Ed EAP  
 HealthCare EAP  
 Union AP

**IX. Fees and Payment**

- A. The total number of employees covered under this Agreement is **36**.
- B. Employer agrees to pay ESI the sum of **\$2,225.00** for **10/1/19-9/30/20**.
- C. The annual fee includes all employees and their household members, as well as children up to age 26 who do not reside with the employee.
- D. Payment of the **Annual** premium is due upon receipt of the invoice.
- E. Flat Rate listed above covers a census of 1 to 50. Contract rate will be modified if census moves outside of this range.
- F. Trauma Responses available at **\$250.00** per hour plus travel time.
- G. DOT required Substance Abuse Evaluations - **\$850.00** each.

**X. Entire Agreement**

This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter of this Agreement, and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement.

**EMPLOYEE SERVICES, INC.**

**City of Williston, FL**

\_\_\_\_\_  
 Diane Dunbar, President & Chief Operating Officer

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 12/6/2019  
 Date

\_\_\_\_\_  
 Date

**RESOLUTION 2019 - 69**

**A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, APPROVING THE RENEWAL OF AN AGREEMENT FOR AN EMPLOYEE ASSISTANCE PROGRAM (EAP), AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN THE RENEWAL AGREEMENT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Williston offers an Employee Assistance Program through a third party provider; and

**WHEREAS**, the City has found these services to be valuable to our employees; and

**WHEREAS**, the City wishes to continue to offer these services to our employees

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

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

**SECTION 2.** The City Council hereby approves the renewal of an agreement to provide Employee Assistance Services with ESI Employee Assistance Group, and authorizes the City Council President to sign the renewal agreement.

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

**PASSED AND ADOPTED on December 17, 2019.**

**CITY OF WILLISTON, FLORIDA**

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Nancy Wininger, President  
Williston City Council

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ATTEST: Latricia Wright  
City Clerk

**Date:**

**COUNCIL AGENDA ITEM**

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**TOPIC: REVISED AGREEMENT BETWEEN CITY OF WILLISTON AND THE SUWANNEE RIVER ECONOMIC COUNCIL.**

**REQUESTED BY: SCOTT LIPPMANN**

**PREPARED BY: SCOTT LIPPMANN**

**BACKGROUND / DESCRIPTION:**

**This is a revised vendor payment agreement between the City and the Suwannee River Economic Council. The Suwannee River Economic Council provides utility bill assistance to citizens in need.**

**LEGAL REVIEW:**

**FISCAL IMPACTS:**

**RECOMMENDED ACTION: Approve**

**ATTACHMENTS:**

**COMMISSION ACTION:**

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

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





**Suwannee River Economic Council, Inc.**

**Post Office Box 70  
Live Oak, Florida 32064**

**Administrative Office - Phone (386) 362-4115**

**Fax (386) 362-4078**

**E-Mail: [mattpearson@suwanneec.net](mailto:mattpearson@suwanneec.net)**

**Website: [www.srecinc.org](http://www.srecinc.org)**

November 15, 2019

Ms. Nancy Winger, President City Council  
City of Williston  
P.O. Drawer 160  
Williston, FL 32696

Dear Ms. Winger:

In accordance with the EHEAP & LIHEAP Contracts, the State of Florida requires a vendor agreement with every home energy supplier who receives home energy payments from Suwannee River Economic Council, Inc.

The State of Florida has **REVISED** the Vendor Payment Agreement that we have enclosed and need for you to execute and return. Also, a specific check list that we must follow when executing Vendor Payment Agreements. Please abide by the following bullet points:

- Your company name and address must be the legal name and address as listed on the following website; [https://www.sunbiz.org / search.html](https://www.sunbiz.org/search.html); in addition your company must hold an active status on this site.
- The company name has been checked on the following website <https://www.sam.gov>.
- Vendor agreements must be signed by a person holding an upper level management position i.e. General Manager or above who has the authority to enter into such commitments. If the agreement is signed by any other person, we must receive a letter of authorization for this person written on corporate letterhead and signed by an upper level management person.
- If you would like vendor payments mailed to an address other than the one named on the agreement, please provide this information on corporate letterhead stating exactly where the vendor payments should be mailed. The letter must be signed by an upper level management person.

For future communication purposes, please include an active email address on the vendor agreement.

If you have any questions or desire additional information, please advise.

Sincerely,  
SUWANNEE RIVER ECONOMIC COUNCIL, INC.

Matt Pearson  
Executive Director

MP/nh



CC **BRADFORD-COLUMBIA-DIXIE-GILCHRIST-HAMILTON-LAFAYETTE-LEVY-MADISON-PUTNAM-SUWANNEE-TAYLOR-UNION**  
Contract File  
Enclosure

**"This institution is an equal opportunity provider and employer."**  
**Funded in part through a grant by the State of Florida Department of Elder Affairs**



# EMERGENCY HOME ENERGY ASSISTANCE PROGRAM

April 1, 2017 – March 31, 2021

## REVISED VENDOR PAYMENT AGREEMENT

with

**Suwannee River Economic Council, Inc.**  
**P. O. Box 70 \* Live Oak, Florida 32064**  
**PH: 386-362-4115 \* Fax: 386-362-4078**  
[www.srecinc.org](http://www.srecinc.org)

The undersigned home energy supplier hereby agrees to the following conditions in order to receive vendor payments for the home energy assistance and crisis assistance categories of the Low Income Home Energy Assistance Program:

- 1) Eligible households will only be charged, through the company's normal billing process, the actual unpaid difference between the vendor payment made through the program and the actual remaining unpaid cost of home energy.
- 2) Households receiving assistance under the program will not be treated adversely because of receipt of this assistance.
- 3) Eligible households on whose behalf a vendor payment is received, either in the cost of goods supplied or in the services provided will not be discriminated against.
- 4) If the benefit to the client does not pay the complete charges owed by the client, the client will be responsible for the remaining balance owed.
- 5) **EHEAP funding MAY BE UTILIZED for the following allowable categories of assistance:**
  - a) *Utility payments for heating/cooling bill assistance for electric, gas, propane, wood, coal, or refillable fuels;*
  - b) *Temporary emergency shelter (if needed due to energy-related crisis);*
  - c) *Payment to landlords (when utility costs are included in rent);*
  - d) *Repairs or replacements to heating/cooling units (as long as the amount is within the benefit limits and work is done by a licensed contractor);*
  - e) *Deposits to connect or restore energy;*
  - f) *Late fees, disconnect fees, and reconnect fees;*
  - g) *Charges from a previous account held by the applicant that is now closed;*
  - h) *Blankets and fans;*
  - i) *Taxes and fees associated with the client's utility bill towards the energy portion. In some cases, where the utility vendor combines all the other fees and taxes, which also includes non-home energy services, such taxes and fees can be paid with EHEAP funding. Example: In a case where taxes for other services are commingled for other services, proceed with paying the taxes portion of the bill.*
  - j) *Other allowable payments are those related to the start-up of services, including reasonable connection or reconnection fees, delivery fees, deposits, and other fees related to the start-up of service.*

***Suwannee River Economic Council, Inc. is responsible, through their fact-finding and due diligence, to make sure that this paragraph is complied with before their guarantee is placed.***

1) **EHEAP funding MAY NOT BE UTILIZED to provide the following services:**

- a) *Water, sewer, and garbage charges are not covered as part of the utility bill of the household. However, EHEAP does allow an exception when water is used for air conditioning, i.e. an evaporated cooler;*
- b) *Charges resulting from meter-tampering;*
- c) *Charges resulting from returned checks; and*
- d) *Other charges that are not energy-related and are not required for cooling/heating the household.*

***EHEAP Utility Vendor Agreements are hereby required to be updated to reflect that water, sewer, and garbage charges are not covered as part of the utility bill of the household, unless water is used for an evaporated cooler air condition system.***

- 2) Vendor agrees to provide Suwannee River Economic Council, Inc., with a list of names and contact information of all representatives that are authorized to resolve a crisis and/or apply benefit commitments on the client's behalf. Vendor Representatives must be able to supply Suwannee River Economic Council, Inc., with verification of account holder's name, account number, service dates, past due and current balance owed as requested. The representative will be able to provide Suwannee River Economic Council, Inc. with the minimum amount necessary to resolve the current crisis situation.
- 3) Benefit payments will be made directly to the vendor on behalf of the program eligible client no later than forty-five (45) days after commitment has been made. In cases, where no vendor agreement exist, the payment shall be made to the client in the form of a two-party check made payable to the client and vendor. This procedure shall be used only in rare special circumstances, according to Suwannee River Economic Council, Inc. policy and only with written approval of the Executive Director.
- 4) In the event that the agency made payment for an account deposit and/or payment which resulted in an account credit, if the account is closed any refund or portion thereof, must be made payable to Suwannee River Economic Council, Inc.
- 5) Benefit payments cannot be applied on inactive or closed accounts, in cases where the account has been inactive or closed, vendor must return payment to Suwannee River Economic Council, Inc.
- 6) Only individuals listed on the attached list are authorized to resolve a crisis situation and/or make a payment commitment on behalf of Suwannee River Economic Council, Inc. This list will be updated as necessary.
- 7) All vendors, with the exception of municipal providers, must be in "active" status with the State of Florida: <http://sunbiz.org/search.html> and the vendor's name will be checked on SAM: <https://www.sam.gov>. The business name of the vendor agreement must match the legal business name on the State of Florida website.
- 8) Suwannee River Economic Council, Inc. shall collect signed Authorization for Release of General and/or Confidential Information for EHEAP Data forms from each Eligible Applicant and ensure the signed releases are available for inspection by the energy vendor.
- 9) Vendors are aware that as long as a signed Authorization for Release of General and/or Confidential Information for EHEAP Data forms are collected and available, the energy vendor will provide the requested customer data to DEO.
- 10) This Agreement will be reviewed by both parties at least every five years.

City of Williston  
Utility Company Name

352-528-3060  
Utility Company Area Code & Telephone Number

P.O. Drawer 160  
Mailing Address

Williston, FL 32696  
City State Zip Code

\_\_\_\_\_  
Email Address

Nancy Wininger President City Council  
Print Name and Title of Authorizing Company Official

\_\_\_\_\_  
Signature of Authorizing Company Official Date

Matt Pearson, Executive Director  
Suwannee River Economic Council, Inc. Date

Vendor Checks will be mailed to:

City of Williston  
P.O. Drawer 160  
Williston, FL 32696

**RESOLUTION 2019 - 70**

**A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, APPROVING A REVISED HOME ENERGY ASSISTANCE PROGRAM VENDOR PAYMENT AGREEMENT BETWEEN THE CITY OF WILLISTON AND THE SUWANNEE RIVER ECONOMIC COUNCIL, INC., AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN THE REVISED AGREEMENT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, citizens of Williston periodically need assistance paying their utility bills; and  
**WHEREAS**, the Suwannee River Economic Council is an organization which provides assistance to citizens who require some help paying their utility bills; and  
**WHEREAS**, the State of Florida revised the required vendor payment agreement between the Suwannee River Economic Council and the City of Williston.

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

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

**SECTION 2.** The City Council hereby approves the revised vendor payment agreement between the Suwannee River Economic Council and the City of Williston, and authorizes the City Council President to sign the agreement.

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

**PASSED AND ADOPTED on December 17, 2019.**

**CITY OF WILLISTON, FLORIDA**

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Nancy Wininger, President  
Williston City Council

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ATTEST: Latricia Wright  
City Clerk

**Date:**

**COUNCIL AGENDA ITEM**

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**TOPIC: DISCUSSION WITH POSSIBLE ACTION**

**REQUESTED BY: COUNCIL PRESIDENT      PREPARED BY: LATRICIA WRIGHT**

**BACKGROUND / DESCRIPTION:**

On December 3, 2019, the City Council President Winger requested that the City Manager evaluation be completed and returned to City Clerk Latricia Wright by Tuesday December 10, 2019. Council President Winger to present the compilation for Council's review and approval during the December 17<sup>th</sup> regular City Council meeting

**LEGAL REVIEW:**

**FISCAL IMPACTS:**

**RECOMMENDED ACTION: Approve**

**ATTACHMENTS:**

**COMMISSION ACTION:**

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

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



## 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:

2.1 **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)

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

2.5 **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)

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

### **Comments for Staff Effectiveness:**

If the City Manager cannot fill out his own PAF forms or follow his own contract, I do not see any ability to ask others to follow responsible activity.

Staffing has been a challenge this year due to turnover and illness. The CM has handled the challenges in a satisfactory manner and employees seem to be on board with the CM.

This has been a year of major changes and I appreciate Scott's leadership and ability to

adapt. He has hired a new Planner, a new Public Works Administrative Assistant and has worked well with the new City Clerk who was hired by the City Council.

**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:

**\_\_2.3\_\_ 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).

**\_\_2.0\_\_ 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)

**\_\_2.3\_\_ 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:***

I see no attempt by the manager to cooperate or build consensus with the council instead I see a strong attempt to keep the council in the dark unless we interfere with the working of city staff.

CM was helpful in complete revision of the HR manual.

The Council continues to ask for follow-up information for items that we have assigned to him.

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

**\_\_2.5\_\_ 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)

**\_\_2.2\_\_ 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:***

As mentioned in previous evaluations, I would like to see Scott establish a better timetable when it comes to reporting to the Council.

CM seems to work well with department heads in planning and ensuring day to day operations and special projects are carried out. This can be a challenge with limited staffing.

**2.5 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:***

Scott is working on better delivery services for our citizens in areas mentioned in this evaluation.

I haven't heard from many citizens about the CM, but I have heard a few complaints about his responsiveness. I feel like there are probably some that would provide positive comments as well but we don't hear from those. I would encourage the CM to be as timely as possible when responding to citizens, though I know every situation is different and may take time to research.

Far too often the manager does not resolve citizen problems and they come to the council for relief. On such event was the Martin Luther parade, which forced the Council to make changes that we had been able to do with out for many years.

**2.2 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:***

Too many things fall thru the crack under the leadership of the city manager. CM has a vital role in determining the direction of the City. We are just now starting to hear of some more creative and innovative ideas/concepts for development. This area needs to continue to improve. Not all ideas will work but all should be explored. The Customer Service team has had some issues this year that required more of Scott's attention. He and I have had ongoing discussions regarding customer service over the past year. He has had direct supervision of those employees since the



summer but he has overall responsibility as the City Manager and is planning training for these important employees to ensure the best service for our citizens.

**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:

**2.3 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

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

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

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

The City Manager does not except responsibility for his own actions, and has poor communication skills.

CM has a vital role in determining the direction of the City. We are just now starting to hear of some more creative and innovative ideas/concepts for development. This area needs to continue to improve. Not all ideas will work but all should be explored.

Completing the new City Hall was a tremendous undertaking and I really appreciate Scott's direction as the project manager for the City. There were some problems with the heating and air conditioning system that lingered but Scott handled them. He also oversaw the Public Works Department major work activities for the Veteran's Memorial and other project in the park. In addition, Scott worked closely with the city Clerk and city Attorney on the first lien foreclosure due to code violations. A new bulk hangar was also completed this year.

**2.6 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:***

The Planning Department has implemented new procedures for building permits to make the process easier for the public. Unfortunately, the process has been complicated because of absences in the customer service department that is being addressed as mentioned above.

**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:

**\_\_2.4\_\_ 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)

**\_\_2.2\_\_ CITIZEN PARTICIPATION** Recognizing the right of citizens to influence local decisions and promoting active citizen involvement in local governance

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

The CM has shown respect for elected officials and the processes even in some less than ideal situations recently and has represented himself and the City in a desirable manner. It should be the goal of the CM to promote more citizens participation.

**\_\_2.5\_\_ Diversity:** Understanding and valuing the differences among individuals and fostering these values throughout the organization and the community

***Comments for Diversity:***

The CM displays an openness to new ideas and values different points of view.

**\_\_2.6\_\_ 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:***

The CM appears to be well versed in the budgeting process and works closely with the

Finance Department during this process. Input during budget workshops is adequate but not elaborate as we mostly rely on the Finance Department at that time.

**\_\_2.6\_\_ 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:***

None

**\_\_2.0\_\_ 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:***

Scott handled many personnel issues this year. There was also an opportunity for Scott to learn more about HR issues as he hired a new airport supervisor. The Council is currently in the process of hiring a new HR Director which will benefit the City. Overall the CM has ample knowledge to satisfy this area, but up until the resignation of the last City Clerk that was serving as HR director he was not that involved. Despite questions about who should have been doing what in this area, it did appear to be handled satisfactorily. More recently, issues have arisen giving further merit to the hiring of a full time HR director. I feel strongly that this separation of duties is needed and this area requires full time attention.

**Strategic Planning:**

**\_\_2.4\_\_** Seeks opportunities for the City to achieve its strategic goals, within time and budget constraints.

**\_\_1.8\_\_** Reports progress on strategic goals to Council quarterly.

**\_\_2.1\_\_** Maintains a long-term perspective for the advancement of the City.

***Comments for Strategic Planning:***

AirSigns project is ongoing with Scott's support.

While I would rate these areas a 3 overall, I think the communication of these items are lacking. While we do get updates on project and happenings, focus on the long term goals and direction needs improvement.

**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:

**\_\_2.5\_\_ ADVOCACY** Communicating personal support for policies, programs, or ideals that serve the best interests of the community

**\_\_2.1\_\_ 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:***

Follow through on all goals and report regular.

Communication is one of the manager's weakest traits.

The CM seems to be willing to listen to others for opinions and ideas prior to acting and treat all with respect. In this type of position this is very important as well as being able to communicate ideas.

**\_\_2.5\_\_ 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:***

The CM presents himself and materials in a satisfactory manner and is effective at getting his point across. At times details and/or historical information is lacking. Scott was asked questions during Council meetings that he was not given the opportunity to research prior to the meeting and weathered it well.

**\_\_2.5\_\_ 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:***

The CM appears to have a good relationship with the media and provides information to benefit the City. He seems to do a good job in providing factual information and sticking to the topic.

**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:

**\_\_2.9\_\_ PERSONAL INTEGRITY** Demonstrating accountability for personal actions; conducting personal relationships and activities fairly and honestly

**\_\_2.8\_\_ 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)

**\_\_2.6\_\_ 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:***

By taking money from the tax payers for years and using deceptive practices to increase his income. Fostering ethical behavior was set poorly to other employees.

I fail to see how you can demand ethical behavior of other in this

Scott was asked questions during Council meetings that he was not given the opportunity to research prior t the meeting and weathered it well.

In my opinion the CM shows personal, professional and organizational integrity as well as demonstrates ethical behavior. I feel like during the recent matter regarding the CM salary increases his personal integrity was questioned. I felt that the CM handled this as best he could by letting the issue run its course without adding unnecessary drama or personal feelings. In the end I feel that the issues had more to do with processes and procedures than ethical decisions or performance.

**\_\_1.8\_\_ 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:***

The CM appears to have a balance of healthy work and personal life, and be committed to both.

**Personal Traits:**

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

2.3 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.

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

2.5 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:***

While I would say overall the CM possesses a positive attitude, I would like to see more positivity and enthusiasm for the job and the City. I do feel that the CM is dedicated to the City and the Citizens.

**General Comments:**

In a brief narrative, please describe:

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

Hi ability to return calls and keep appointment promptly. Very helpful.

His ability to endure and maintain a professional attitude in less-than-ideal situations.

Nothing new from manager. No mention of how to correct past year problems.

To my disappointment there has been no improvements.

Pleased with the working relationship the CM has with the entire staff. I think he does a good job of trying to support all employees, while getting the most for the citizens of Williston. The City Manager appears to represent the City well in negotiations with existing and potential businesses and developers. The City Manager has a good working knowledge of City business and finances.

I like the City Manager, and most of the time find him helpful and when I ask a question he is respectful.

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?

Work toward securing a motel. Keep updated on future changes to property.  
Pursuing economic development opportunities, including a much needed hotel.  
More efficient processes, including the customer service process.  
Better use of and dissemination of city information (maps, etc) better design and update of the city's website.  
Improved communication with Council.  
Ongoing development of the old high school property  
Implementation of high speed broadband service  
Pursuing funding for infrastructure upgrades  
Based on last two years cannot see any improvements.  
Better preparedness on agenda items at Council meetings needed. Like to be notified on matter on big items and mere rumors that we as Council members should be prepared to answer. Not fond of "I don't know answers".  
I would like to see the City Manager improve his communication with the Council. I think regular discussions (in person, phone or emails) with each Council member would help and should be initiated by both sides. I would like to see the City Manager as prepared as possible for each meeting.  
We have worked hard and spent many tax dollars to help the manager do his job.  
We have hired off site companies to do finance, removed the airport committee at his request, still we have issues to many to name. One, lease not being dealt with in a reasonable manner at the airport.  
Almost total lack of communication with the Council about things until they become a crises and then expecting the Council to do his job. Forcing the Council to adopt resolutions like PAF forms and oversight because of failure to even follow basic protocol on his own PAF form.

This evaluation has been reviewed and discussed between the City Council and the City Manager on \_\_\_\_\_.

City Council Concurrence

\_\_\_\_\_  
Jerry Robinson Mayor Yes/No

\_\_\_\_\_  
President Nancy Winger Yes/No

\_\_\_\_\_  
Vice-President Marguerite Robinson Yes/No

\_\_\_\_\_  
Councilman Justin Head Yes/No

\_\_\_\_\_  
Councilman Charles Goodman Yes/No

\_\_\_\_\_  
Councilman Elihu Ross Yes/No

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



**Date: December 4, 2019**

**COUNCIL AGENDA ITEM**

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**RESOLUTION 2019:** To appoint John Becker of 613 SE 1<sup>st</sup> Street, Williston FL to the Planning and Zoning Commission for a period of three years.

**REQUESTED BY:** John Becker

**PREPARED BY:** Jackie Gorman, City Planner

**BACKGROUND / DESCRIPTION:** Appointment of John Becker to a position of the Planning and Zoning Commission for a period of three years.

**LEGAL REVIEW:** N/A

**FISCAL IMPACTS:** Approximately \$ 0

**RECOMMENDED ACTION:** Accept application and approve appointment to Planning and Zoning Commission.

**ATTACHMENTS:**

**CONTRACT**                       **RESOLUTION**                       **MAP**

**LEASE**                       **(Application) OTHER DOCUMENTS**

**CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED**

**COUNCIL ACTION:**

**APPROVED**

**DENIED**



CITY OF  
**WILLISTON**  
FLORIDA

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

**APPLICATION FOR COMMISSION/BOARD MEMBERSHIP**

NAME JOHN BECKER  
ADDRESS 613 SE 1ST ST WILLISTON FL 32696  
TELEPHONE: HOME 352 528 4819 WORK: N/A  
EMAIL ADDRESS: JOHNNYBPA@YAHOO.COM

COMMISSION OR BOARD TO WHICH YOU ARE APPLYING (CIRCLE ONE):

- PLANNING & ZONING
- PENSION
- AIRPORT
- ADJUSTMENTS
- CRA
- CITIZENS ADVISORY
- CHAPTER 185

ARE YOU AVAILABLE TO MEET ACCORDING TO THE PUBLISHED COMMISSION/BOARD MEETING SCHEDULE? YES  NO

ARE YOU A (CIRCLE ALL THAT APPLY):  CITY RESIDENT  BUSINESS OWNER  
 PROPERTY OWNER

WHY WOULD YOU LIKE TO SERVE ON THIS COMMISSION OR BOARD?  
IT APPEARS THE BOARD NEEDS MEMBERS SO I WOULD LIKE TO TRY TO HELP.

BRIEF EDUCATIONAL/EMPLOYMENT/BUSINESS EXPERIENCE BENEFICIAL TO THIS BOARD?  
CONTINUING EDUCATION IN ACCOUNTING, AUTOMATIC DATA PROCESSING... RETIRED AS A NETWORK SECURITY PROJECT MANAGER FOR THE US ARMY.  
WHAT SPECIAL ASSETS WOULD YOU BRING TO THE BOARD?  
AN UNDERSTANDING OF HOW PROCESS WORK TO ACHIEVE A DESIRED GOAL.

BRIEF COMMUNITY SERVICE: 3 YEARS SERVICE IN THE US ARMY  
29 YEARS SERVICE WITH THE DEPARTMENT OF DEFENSE

DO YOU HAVE ANY PREVIOUS BOARD EXPERIENCE? YES  NO

DATE: 19 NOV 19 SIGNATURE: John Becker

PLEASE RETURN THIS APPLICATION TO: CITY OF WILLISTON  
PO DRAWER 160  
WILLISTON, FLORIDA 32696

YOU MAY ALSO EMAIL A COMPLETED APPLICATION TO THE CITY CLERK:  
[city.clerk@willistonfl.org](mailto:city.clerk@willistonfl.org)

*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 WININGER  
Vice President - MARGUERITE ROBINSON  
Council members / CHARLES GOODMAN - JUSTIN HEAD - ELIHU ROSS  
City Manager - SCOTT L. LIPPMANN / City Clerk - FRANCES V. TAYLOR

RESOLUTION 2019- 71

**A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, APPOINTING JOHN BECKER TO THE PLANNING AND ZONING COMMISSION FOR A PERIOD OF THREE (3) YEARS; AND PROVIDING FOR AN EFFECTIVE DATE.**

Whereas the City has advertised in the local newspaper requesting applications for Planning and Zoning Commission members.

Whereas John Becker did complete and submit the required application (Exhibit A).

Whereas John Becker is a resident of the City of Williston currently residing at 613 SE 1<sup>st</sup> Street, Williston, FL.

Now, therefore, let it be resolved by the City of Williston, Levy County, Florida, that:

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

**Section 2.** The City Council does accept the application and appoint John Becker to the City of Williston Planning and Zoning Commission.

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

Passed and adopted on \_\_\_\_\_, 2019.

City of Williston, Florida

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Nancy Wininger, President  
Williston City Council

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Latricia Wright  
City Clerk

**Date: December 6, 2019**

**COUNCIL AGENDA ITEM**

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**RESOLUTION 2019:** To appoint Penny Boyer of 899 SW 1<sup>st</sup> Avenue, Williston FL to the Planning and Zoning Commission for a period of three years.

**REQUESTED BY:** Penny Boyer

**PREPARED BY:** Jackie Gorman, City Planner

**BACKGROUND / DESCRIPTION:** The Planning & Zoning Board currently has three (3) positions open. This memo is a request to appoint Penny Boyer to a position on the Planning and Zoning Commission for a period of three years.

**LEGAL REVIEW:** N/A

**FISCAL IMPACTS:** Approximately \$ 0

**RECOMMENDED ACTION:** Accept application and approve appointment to Planning and Zoning Commission.

**ATTACHMENTS:**

\_\_\_ **CONTRACT**                      **XX**                      **RESOLUTION**                      \_\_\_ **MAP**

\_\_\_ **LEASE**                      **XX (Application)** **OTHER DOCUMENTS**

\_\_\_ **CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED**

**COUNCIL ACTION:**

\_\_\_ **APPROVED**

\_\_\_ **DENIED**



CITY OF  
**WILLISTON**  
FLORIDA

50 N.W. Main Street • P.O. Drawer 160 • Williston, Florida 32696-0160  
Phone (352) 628-3060 • Fax (352) 528-0160

**APPLICATION FOR COMMISSION/BOARD MEMBERSHIP**

NAME Penelope (Penny) Boyer

ADDRESS 899 SW 1st Avenue, Williston

TELEPHONE: HOME (352) 441-0104 WORK: \_\_\_\_\_

EMAIL ADDRESS: pennyboyer@outlook.com

COMMISSION OR BOARD TO WHICH YOU ARE APPLYING (CIRCLE ONE):

- PLANNING & ZONING
- PENSION
- AIRPORT
- ADJUSTMENTS
- CRA
- CITIZENS ADVISORY
- CHAPTER 185

ARE YOU AVAILABLE TO MEET ACCORDING TO THE PUBLISHED COMMISSION/BOARD MEETING SCHEDULE? YES  NO

ARE YOU A (CIRCLE ALL THAT APPLY): CITY RESIDENT BUSINESS OWNER  
PROPERTY OWNER

WHY WOULD YOU LIKE TO SERVE ON THIS COMMISSION OR BOARD?  
civic duty, stay informed, offer my perspective/ideas as a 40+ year resident of Williston

BRIEF EDUCATIONAL/EMPLOYMENT/BUSINESS EXPERIENCE BENEFICIAL TO THIS BOARD?  
employment experience in commercial insurance and public education

WHAT SPECIAL ASSETS WOULD YOU BRING TO THE BOARD?  
much professional experience in applying guidelines to "fluid" situations, making judgment calls, and building consensus

BRIEF COMMUNITY SERVICE:  
fundraising with the Williston Womans Club, youth ministry with First United Meth Church

DO YOU HAVE ANY PREVIOUS BOARD EXPERIENCE? YES \_\_\_\_\_ NO

DATE: 12/06/2019 SIGNATURE: Penny Boyer

PLEASE RETURN THIS APPLICATION TO: CITY OF WILLISTON  
PO DRAWER 160  
WILLISTON, FLORIDA 32696

YOU MAY ALSO EMAIL A COMPLETED APPLICATION TO THE CITY CLERK:  
[city.clerk@willistonfl.org](mailto:city.clerk@willistonfl.org)

*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 WININGER  
Vice President – MARGUERITE ROBINSON  
Council members / CHARLES GOODMAN– JUSTIN HEAD – ELIHU ROSS  
City Manager – SCOTT L. LIPPMANN / City Clerk – FRANCES V. TAYLOR

RESOLUTION 2019- 72

**A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, APPOINTING PENNY BOYER TO THE PLANNING AND ZONING COMMISSION FOR A PERIOD OF THREE (3) YEARS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Whereas** the City has advertised in the local newspaper requesting applications for Planning and Zoning Commission members.

**Whereas** Penny Boyer did complete and submit the required application (Exhibit A).

**Whereas** Penny Boyer is a resident of the City of Williston currently residing at 613 SE 1<sup>st</sup> Street, Williston, FL.

**Now, therefore, let it be resolved** by the City of Williston, Levy County, Florida, that:

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

**Section 2.** The City Council does accept the application and appoint Penny Boyer to the City of Williston Planning and Zoning Commission.

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

**Passed and adopted on \_\_\_\_\_, 2019.**

**City of Williston, Florida**

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**Nancy Wininger, President  
Williston City Council**

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**Latricia Wright  
City Clerk**

**Date:**

**COUNCIL AGENDA ITEM**

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**TOPIC: CITY OF WILLISTON A SECOND AMENDMENT STRONGHOLD.**

**REQUESTED BY: MAYOR ROBINSON**

**PREPARED BY: MAYOR ROBINSON**

**BACKGROUND / DESCRIPTION:**

**Declaring the City of Williston a Second Amendment Stronghold**

**LEGAL REVIEW:**

**FISCAL IMPACTS:**

**RECOMMENDED ACTION: Approve**

**ATTACHMENTS:**

**COMMISSION ACTION:**

**APPROVED**

**DISAPPROVED**

**CITY COUNCIL RESOLUTION NO. 2019-73**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WILLISTON, FLORIDA DECLARING THE CITY OF  
WILLISTON, FLORIDA A SECOND AMENDMENT  
STRONGHOLD**

**WHEREAS**, the Constitution of the United States is the supreme law of our nation; and

**WHEREAS**, the Second Amendment to the Constitution provides, “a well-regulated militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed;” and

**WHEREAS**, the U.S Supreme Court found in *Miranda v. Arizona*, 384 U.S. 436 (1966), that, “where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them;” and

**WHEREAS**, the U.S. Supreme Court in *District of Columbia v. Heller*, 554 U.S. 570 (2008), affirmed that the Second Amendment right to keep and bear arms is not connected in any way to service in a militia; and

**WHEREAS**, the U.S. Supreme Court in *United States v. Miller*, 307 U.S. 174 (1939), stated that firearms that are part of ordinary military equipment with use that could contribute to the common defense are protected by the Second Amendment; and

**WHEREAS**, the Fourteenth Amendment to the Constitution provides, “no State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws;” and

**WHEREAS**, the U.S Supreme Court in *McDonald v. City of Chicago*, 561 U.S. 742 (2010), affirmed that a person’s Second Amendment right to “keep and bear arms” is further secured by the “due process” and the “privileges and immunities” clauses of the Fourteenth Amendment. This decision also protects rights closely related to the Second Amendment, namely the right to manufacture, transfer, purchase, and sell firearms, accessories, and ammunition; and



**WHEREAS**, the Tenth Amendment to the Constitution provides, “[t]he powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.”; and

**WHEREAS**, the U.S. Supreme Court in *Printz v. United States*, 521 U.S. 898 (1997), stated that the Federal Government cannot compel law enforcement officers of the States to enforce federal laws as it would increase the power of the Federal Government far beyond that which the Constitution intended; and

**WHEREAS**, Article I, Section 8, of the Florida Constitution states that, “[t]he right of the people to keep and bear arms in defense of themselves and of the lawful authority of the state shall not be infringed, except that the manner of bearing arms may be regulated by law.”; and

**WHEREAS**, due to dual sovereignty of the U.S. Constitution, the Federal Government has no authority to enforce state laws and States cannot be compelled to enforce Federal laws; and

**WHEREAS**, the last protectors of the U.S. Constitution are the County Sheriffs and “we the people of the United States of America” and our ability to fulfill the role successfully rest on our Second Amendment Rights of the U.S. Constitution.

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

**Section 1.** The above recitals are true and correct and incorporated in this Resolution.

**Section 2.** The City Council of Williston, Florida declares Williston, Florida as a Second Amendment Stronghold in order to preserve for the People of, and in, the City of Williston, Florida, their rights as guaranteed by the Constitution of the United States of America

**Section 3.** We the People of the City of Williston, Florida, through this Resolution hereby declare our rights, our freedom, and our liberty as guaranteed by the Constitution of the United States of America.

**Section 4.** A copy of this Resolution shall be included in the Minutes of this meeting.

**Section 5.** This Resolution shall become effective upon adoption.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Williston, Florida in regular session this 17<sup>th</sup> 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: \_\_\_\_\_  
Fred Koberlein, Jr., City Attorney

Date: December 17, 2019

**COUNCIL AGENDA ITEM**

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**RESOLUTION 2019-74 APPROVING A CONTRACT WITH WRIGHT PIERCE ENGINEERING FOR ENGINEERING SERVICES RELATED TO PERMITTING OF A PROPOSED BURN SITE AND STORAGE FACILITY FOR STORM DEBRIS, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN AND PROVIDING AN EFFECTIVE DATE.**

**REQUESTED BY: CJ ZIMOSKI UTILITY MANAGER**

**PREPARED BY: CJ ZIMOSKI UTILITY MANAGER**

**BACKGROUND / DESCRIPTION:**

The City of Williston had previously permitted an FL Department of Environmental Protection (FDEP) approved storm debris burn and storage site, generally referred to as "The Burn Pile". The previous permit lapsed around 2003. The City is required to follow the entire application process to obtain a new FDEP approval for the site.

If the City had a permitted site during the last named storm ("Michael"), FDEP would have received over \$79,000 in reimbursement from FEMA for the storm debris we picked up and disposed of.

**LEGAL REVIEW: NONE, ENGINEER OF RECORD**

**FISCAL IMPACTS: \$20,000 OR LESS WOULD COME FROM UTILITY RESERVES OR CONTINGENCY PER MR. BLOOM**

**RECOMMENDED ACTION: Staff recommends approval.**

**ATTACHMENTS:**

CONTRACT  RESOLUTION  MAP  LEASE  
 OTHER DOCUMENTS

**XX CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED**

**COUNCIL ACTION:**

APPROVED  
 DENIED

## Latricia Wright

---

**From:** CJ Zimoski  
**Sent:** Tuesday, December 10, 2019 7:07 AM  
**To:** Latricia Wright  
**Subject:** FW: Air Permit Proposal

Latricia, please add this page to my agenda item for the Air Curtain.

**From:** Bloom, Stephen <stephen.bloom@inframark.com>  
**Sent:** Saturday, December 7, 2019 4:56 PM  
**To:** CJ Zimoski <cj.zimoski@willistonfl.org>  
**Cc:** Finance <Finance@willistonfl.org>  
**Subject:** RE: Air Permit Proposal

Hi CJ,

If you are still comfortable with the 90/10 split, the funds would come from the following accounts:

10% - 001-590-030-250 – Contingency - \$2,000  
90% - 405-530-030-349 -Contingency - \$18,000

Regards,

Stephen Bloom | Finance Director



210 N. University Drive, Suite 702 | Coral Springs, FL 33071  
(O) 954.603.0032 | (C) 954.703.9364 | [www.inframarkims.com](http://www.inframarkims.com)

**From:** CJ Zimoski <cj.zimoski@willistonfl.org>  
**Sent:** Friday, December 6, 2019 2:44 PM  
**To:** Bloom, Stephen <stephen.bloom@inframark.com>  
**Subject:** FW: Air Permit Proposal

Stephen, can you send me the information for this? I will be presenting to Council on the 17<sup>th</sup>. Where are we going to get the money to pay for this? \$20k and I believe you stated from Utility Contingency or reserves.

**From:** Bloom, Stephen <stephen.bloom@inframark.com>  
**Sent:** Friday, October 25, 2019 9:15 AM  
**To:** CJ Zimoski <cj.zimoski@willistonfl.org>  
**Cc:** Scott Lippmann <scott.lippmann@willistonfl.org>; Latricia Wright <latricia.wright@willistonfl.org>; Finance <Finance@willistonfl.org>  
**Subject:** RE: Air Permit Proposal

Hi CJ,

I will review and see what I can come up with.

Regards,

Stephen Bloom | Finance Director



210 N. University Drive, Suite 702 | Coral Springs, FL 33071  
(O) 954.603.0032 | (C) 954.703.9364 | [www.inframarkims.com](http://www.inframarkims.com)

**From:** CJ Zimoski <[cj.zimoski@willistonfl.org](mailto:cj.zimoski@willistonfl.org)>  
**Sent:** Thursday, October 24, 2019 1:20 PM  
**To:** Bloom, Stephen <[stephen.bloom@inframark.com](mailto:stephen.bloom@inframark.com)>  
**Cc:** Scott Lippmann <[scott.lippmann@willistonfl.org](mailto:scott.lippmann@willistonfl.org)>; Latricia Wright <[latricia.wright@willistonfl.org](mailto:latricia.wright@willistonfl.org)>  
**Subject:** FW: Air Permit Proposal

Stephen, can you advise as to how we can fund this during the current year budget? This is for the Air Curtain Permit which is required be FDEP to burn debris from yard waste and storm cleanup. On a high note, if we have this permitted site during a hurricane, we would receive around \$80K for the average hurricane. I also believe we could accept debris from the County as well as Wastepro or our waste service provider and generate some income. I would like to put this on the Agenda within the next few meetings so any help will be appreciated.

**From:** Dennis Davis <[dennis.davis@wright-pierce.com](mailto:dennis.davis@wright-pierce.com)>  
**Sent:** Thursday, October 24, 2019 11:25 AM  
**To:** CJ Zimoski <[cj.zimoski@willistonfl.org](mailto:cj.zimoski@willistonfl.org)>  
**Subject:** Fwd: Air Permit Proposal

Sent from my iPhone

Begin forwarded message:

**From:** Dennis Davis <[dennis.davis@wright-pierce.com](mailto:dennis.davis@wright-pierce.com)>  
**Date:** October 22, 2019 at 7:42:50 PM EDT  
**To:** "CJ Zimoski - City of Williston ([CJ.Zimoski@willistonfl.org](mailto:CJ.Zimoski@willistonfl.org))" <[CJ.Zimoski@willistonfl.org](mailto:CJ.Zimoski@willistonfl.org)>  
**Cc:** "Bartt Booz " <[bartt.booz@wright-pierce.com](mailto:bartt.booz@wright-pierce.com)>  
**Subject:** Air Permit Proposal

CJ

Thanks for giving us the opportunity to submit this proposal to assist the city with the air construction permit for the proposed air curtain incinerator. I have attached the draft proposal for your review. Let me know if you have any comments.

Thanks  
Dennis

**Dennis Davis, PE**  
**Wright-Pierce** | Senior Client Service Manager  
**Direct** 407.710.9259 | **Cell** 407.785.5794

Visit our website for industry insights: [www.wright-pierce.com](http://www.wright-pierce.com)

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To: [cj.zimoski@willistonfl.org](mailto:cj.zimoski@willistonfl.org)

[Remove](#) this sender from my allow list

From: [stephen.bloom@inframark.com](mailto:stephen.bloom@inframark.com)

*You received this message because the sender is on your allow list.*

October 22, 2019  
W-P Project No. T15255

Mr. CJ Zimoski  
Public Works Director  
50 NW Main Street  
Williston, FL 32696

Subject: City of Williston – Yard Waste Site  
Proposal to Prepare FDEP Air Construction Permit

Dear CJ;

Wright-Pierce would like to thank the City of Williston for the opportunity to submit this proposal to provide professional engineering services for the development of a FDEP Air Construction Permit. The Air Construction Permit is needed for the proposed use of an air curtain incinerator at a site owned by the City at the airport that will be used to combust yard waste collected by the City.

## **PROJECT BACKGROUND AND UNDERSTANDING**

The City collects yard debris and manages hurricane debris on an as needed basis. This yard/hurricane debris is stored in an inactive mine pit at the Williston Municipal Airport. The City owns an air curtain incinerator that it would like to use to manage this yard/hurricane debris by combusting it. The City estimates that it would need to use the air curtain incinerator on the order of 2 to 8 hours per month. The FDEP requires that the City apply for an air construction permit to approve the use of the proposed air curtain incinerator.

## **PROPOSED SCOPE OF SERVICES**

Wright-Pierce and its subconsultant, Innovative Waste Consulting Services (IWCS), herein called Wright-Pierce Team, will provide the following services:

### **TASK 1: PREPARE FDEP AIR CONSTRUCTION PERMIT APPLICATION**

- A. The Wright-Pierce Team will complete and submit an air construction permit application for the City of Williston air curtain incinerator project. The Wright-Pierce Team will perform emissions calculations based on published and vendor-provided data to determine the estimated emissions from the proposed air curtain incinerator and complete the permit application.
- B. Deliverables:
  1. Draft and Final Air Construction Permit Application.



**TASK 2: RESPOND TO FDEP REQUEST FOR ADDITIONAL INFORMATION**

- A. The Wright-Pierce Team will respond to one round of request for additional information (RAI) from FDEP on the permit application. The Wright-Pierce Team will revise the permit application and provide an updated permit to FDEP based on RAI received.
- B. Deliverables:
  - 1. Draft and Final RAI Response.

**FEE ESTIMATE**

We propose to complete the above scope of services for a lump sum of \$10,815. The following is a breakdown by Task:

<b>Scope Item</b>	<b>Fee</b>
Task 1 – Prepare Air Construction Permit Application	\$9,315
Task 2 – Respond to FDEP Request for Information	\$1,500
<b>TOTAL</b>	<b>\$10,815</b>

**PROPOSED SCHEDULE**

We would expect to start our services immediately after the City’s acceptance of this proposal and execution of this engineering services letter agreement. We will submit the draft Air Construction Permit to the City for your review within 60 days of the Notice to Proceed for this project.

**EXCLUSIONS AND CONDITIONS**

This scope of work only includes the FDEP Air Construction Permit and does not include the Air Operations Permit which will be required after the Air Construction Permit is issued. A separate proposal for the Air Operations Permit will be submitted once the Air Construction Permit is issued and the permit conditions are identified by FDEP.

We appreciate the opportunity to present this proposal to you. Should you have any questions or require additional information, please do not hesitate to contact me at (407) 747-9935 or at the e-mail address below.

Very truly yours,  
WRIGHT-PIERCE

Bart Booz, PE  
Senior Project Manager  
[bartt.booz@wright-pierce.com](mailto:bartt.booz@wright-pierce.com)



November 14, 2019  
W-P Project No. T15255

Mr. CJ Zimoski  
Public Works Director  
50 NW Main Street  
Williston, FL 32696

Subject: City of Williston – Yard Waste Site  
Proposal to Prepare FDEP Air Construction and Operation Permit

Dear CJ;

Wright-Pierce would like to thank the City of Williston for the opportunity to submit this proposal to provide professional engineering services for the development of a FDEP Air Construction Permit application and Air Operation Permit application. The Air Construction and Operations Permits are needed for the proposed use of an air curtain incinerator at a site owned by the City at the airport that will be used to combust yard waste collected by the City.

#### **PROJECT BACKGROUND AND UNDERSTANDING**

The City collects yard debris and manages hurricane debris on an as needed basis. This yard/hurricane debris is stored in an inactive mine pit at the Williston Municipal Airport. The City owns an air curtain incinerator that it would like to use to manage this yard/hurricane debris by combusting it. The City estimates that it would need to use the air curtain incinerator on the order of approximately 2 to 8 hours per month. The FDEP requires the City apply for an air construction permit to approve the use of the proposed air curtain incinerator. Once the air curtain incinerator is installed, it will need to be properly tested to ensure that it is operating within its approved operating conditions. These test results will have to be sent to FDEP as part of an air operations permit application.

#### **PROPOSED SCOPE OF SERVICES**

Wright-Pierce and its subconsultant, Innovative Waste Consulting Services (IWCS), herein called Wright-Pierce Team, will provide the following services:

#### **TASK 1: PREPARE FDEP AIR CONSTRUCTION PERMIT APPLICATION**

- A. The Wright-Pierce Team will complete and submit an air construction permit application for the City of Williston air curtain incinerator project. The Wright-Pierce Team will perform emissions calculations based on published and vendor-provided data to determine the estimated emissions from the proposed air curtain incinerator and complete the permit application.
- B. Deliverables:
  1. Draft and Final Air Construction Permit Application.



**TAKS 2: PREPARE AN AIR OPERATIONS PERMIT APPLICATION AND VE TESTING**

- A. The Wright-Pierce Team will perform Visible Emissions (VE) testing of the installed air curtain incinerator. This work will be performed by a qualified inspector certified to perform such tests.
- B. The Wright-Pierce Team will complete and submit an air operations permit application for the City of Williston’s air curtain incinerator once the visible emissions testing is complete and the air curtain incinerator has passed the testing.
- C. Deliverables:
  - 1. Draft and Final RAI Response.

**TASK 3: RESPOND TO FDEP REQUEST FOR ADDITIONAL INFORMATION**

- A. The Wright-Pierce Team will respond to one round of request for additional information (RAI) from FDEP on both the air construction and air operation permit applications. The Wright-Pierce Team will revise the permit application and provide an updated permit to FDEP based on RAI received.
- B. Deliverables:
  - 1. Draft and Final RAI Response.

**TASK 4: PROJECT CONTINGENCY**

- A. In the event that additional scope is needed that falls outside of this Scope of Services, Task 4 includes a Project Contingency that can be used for the City to authorize the additional services. The Wright-Pierce Team will not bill the Project Contingency without written authorization from the City of Williston.
- B. Deliverables: To be determined, as needed.

**FEE ESTIMATE**

We propose to complete the above scope of services for a lump sum of **\$13,815**, which does not include the **\$3,185.00** Task 4 Project Contingency. This contingency will only be used if authorized by the City. The following is a breakdown by Task:

Scope Item	Fee
Task 1 – Prepare Air Construction Permit Application	\$9,315
Task 2 – Prepare Air Operations Permit Application & VE Testing	\$3,000
Task 3 – Respond to FDEP Request for Information	\$1,500
<i>Subtotal, Tasks 1 through 3</i>	<b>\$13,815</b>
Task 4 – Project Contingency	\$3,185
<b>Total</b>	<b>\$17,000</b>

Mr. CJ Zimoski, Public Works Director  
November 14, 2019  
Page 3 of 3



## PROPOSED SCHEDULE

We would expect to start our services immediately after the City's acceptance of this proposal and execution of this engineering services letter agreement. We will submit the draft Air Construction Permit to the City for your review within 60 days of the Notice to Proceed for this project.

We appreciate the opportunity to present this proposal to you. Should you have any questions or require additional information, please do not hesitate to contact me at (407) 747-9935 or at the e-mail address below.

Very truly yours,  
WRIGHT-PIERCE

Bartt Booz, PE  
Senior Project Manager  
[bartt.booz@wright-pierce.com](mailto:bartt.booz@wright-pierce.com)

**RESOLUTION 2019 - 74**

**A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY OF WILLISTON AND WRIGHT PIERCE ENGINEERING FOR SERVICES RELATED TO AN APPLICATION FOR AN FDEP BURN SITE, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Williston collects vegetative debris throughout the year, and as the result of major weather events; and

**WHEREAS**, the Florida Department of Environmental Protection (FDEP) requires that such sites be properly permitted to burn the collected debris in a safe and approved manner; and

**WHEREAS**, the City of Williston wishes to own and operate such a site.

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

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

**SECTION 2.** The City Council hereby approves an agreement between the City of Williston and Wright Pierce Engineering to provide engineering and related services in support of an application to FDEP to permit an approved burn site, and authorizes the City Council President to sign the agreement.

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

**PASSED AND ADOPTED on December 17, 2019.**

**CITY OF WILLISTON, FLORIDA**

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Nancy Wininger, President  
Williston City Council

---

ATTEST: Latricia Wright  
City Clerk

Date: December 17, 2019

**COUNCIL AGENDA ITEM**

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**TOPIC: MEMORANDUM OF UNDERSTANDING BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF WILLISTON FOR THE USE OF A PORTION OF THE WILLISTON MUNICIPAL AIRPORT AS A LOGISTICS STAGING AREA**

**REQUESTED BY: SCOTT LIPPMANN**

**PREPARED BY: SCOTT LIPPMANN**

**BACKGROUND / DESCRIPTION:** Florida DEM proposed a Memorandum of Understanding for the use of a portion of the Williston Municipal Airport as a “Logistics Staging Area” in the event of a disaster. They would aggregate and distribute needed bulk emergency supplies as needed to areas affected by an emergency event or disaster. Their request for the use of the area would be submitted on an event by event basis.

**LEGAL REVIEW:**

**FISCAL IMPACTS:**

**RECOMMENDED ACTION:** Approve

**ATTACHMENTS:**

**COMMISSION ACTION:**

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

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT  
AND CITY OF WILLISTON, FL

THIS MEMORANDUM OF UNDERSTANDING (“**MOU**”) is entered into by and between the **FLORIDA DIVISION OF EMERGENCY MANAGEMENT (“DEM”)** and **THE CITY OF WILLISTON, FLORIDA**, (“**Facility Owner**”) in order to outline and memorialize the obligations and responsibilities of the parties with respect to staging areas for emergency response activities.

WHEREAS, Florida is vulnerable to a variety of natural and manmade emergencies, including, but not limited to hurricanes, which can lead to the Governor of the State of Florida issuing an Executive Order declaring a “state of emergency” as a result; and,

WHEREAS, DEM is authorized by Chapter 252 Florida Statutes to prepare for and respond to states of emergency, including the provision of supplies to local areas affected by the emergency; and,

WHEREAS, the Facility Owner owns or has control of a facility located at **1800 SW 19th Ave Williston, FL 32696**, which has been identified by DEM as a “Logistical Staging Area” (“**LSA**”) for the distribution and storage of emergency supplies and equipment;

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree to the following terms:

1. The purpose of this MOU is to provide the framework regarding the LSA for **1/2020 through 2023** at **1800 SW 19th Ave Williston, FL 32696** between DEM and the Facility Owner.
2. The Facility Owner hereby gives DEM a license to operate an LSA at no cost to DEM on **Runway 14/32** and generally shown on Attachment A (“**License Area**”). The initial term of use for the License Area shall be a minimum of 30 days with the exclusive right of DEM to extend until DEM no longer needs License Area for emergency response activities (“**Term**”), subject to the provisions of Section 10.
3. If not already fenced, DEM will be permitted at its sole cost to fence the License Area in a manner and using materials to be approved by Facility Owner prior to installation. In addition, DEM will be permitted to install and operate within the paved portion of the License Area diesel powered generators with secondary containment supporting its LSA operations within the License Area. Any liquid chemicals stored in the License Area will be stored with secondary containment protection. The specific locations within the License Area within which the generator(s) will be installed and method of installation are subject to Facility Owner’s approval prior to installation. In connection with DEM’s operations at the License Area, DEM will comply with all applicable Federal, State, and local laws, code, rules and regulations. Specifically, DEM will comply with all laws, codes, rules and regulations relating to the environment, or to emissions, discharges, or releases of Hazardous Substances (defined below) into the environment, including, without limitation, ambient air, soil, surface water, and ground water. “Hazardous



Substances” shall mean any chemical or other hazardous or toxic substances or materials, including pollutants and other petroleum products, asbestos, radioactive materials, and any regulated substances under applicable environmental laws. DEM must maintain all equipment installed within the License Area in compliance with law and good practices (e.g., monthly inspections).

4. DEM shall inform Facility Owner in advance and conduct a joint walk through before moving any equipment onto the License Area and a second joint walkthrough shall take place within 3 days following moving equipment into the License Area. DEM shall provide to Facility Owner contact information of the local site supervisor in charge of the site. Facility Owner reserves the right throughout the Term to inspect DEM's operations at the License Area, including but not limited to operation of the generators and all maintenance records pertaining to the same. DEM shall secure all required governmental permits and approvals prior to installation of fencing, generators or other equipment at the License Area. Any emissions, discharges or releases of Hazardous Substances shall be immediately reported by DEM to Facility Owner.
5. Except as provided in Section 3 above, DEM will not make any alterations, installations, or improvements to the License Area. All fencing, generators, equipment, and personal property installed within the License Area shall be removed by DEM at its sole cost prior to the expiration of the Term and the License Area shall be returned by DEM to Facility Owner at expiration of the Term in its original condition. All damage to the License Area resulting from DEM's installation of fencing, generators, and other equipment shall be restored by DEM at its sole cost prior to the expiration of the Term.
6. The Facility Owner will permit ingress and egress to DEM, its agents, contractors, and employees to the LSA in order for DEM, its agents, contractors, and employees to perform emergency relief work and other work as needed at the LSA. In addition, the Facility Owner will permit access to the LSA to local, state, and federal regulatory agencies for inspection or such other legal purposes as are deemed appropriate by DEM. Information about LSA operation, its location, and other information deemed sensitive shall not be shared with anyone aside from DEM and its designated agents. ~~Ingress and egress~~ shall be from SW 18<sup>th</sup> St. Williston, FL only. DEM shall take all necessary actions to provide for and to protect the safety of its agents, contractors, and employees on or within the License Area. Access to the LSA shall be provided by the Facility Owner or its designee Monday through Sunday on a 24-hour basis or at other reasonable times as mutually agreed upon by the parties.
7. No utilities or services shall be provided to the License Area by Facility Owner. **The License Area is being provided in “as is” condition with all faults.**
8. In no event will the Facility Owner be liable for any loss or damage to persons or property including but not limited to third party claims, resulting from the use of the License Area by DEM, its agents and contractors, and its and their employees and invitees. Use of the License Area by DEM, its agents and contractors, and its and their employees and invitees shall be at the sole risk and expense of DEM. Facility Owner makes no representations or warranties to DEM regarding the suitability or safety of the License Area for DEM's intended use. Facility Owner shall make DEM aware of any

known or reasonably knowable issues in the License Area that could harm to DEM, its agents and contractors, and its and their employees and invitees or cause loss or damage to persons or property.

9. The parties agree that all notices provided under or pursuant to this Memorandum of Understanding shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, or nationally recognized overnight delivery service (by way of example, Federal Express) to the contract representative identified below at the address set forth below and said notification shall be attached to the original of this Memorandum of Understanding: The names, title, address, and phone number of the DEM representative for this MOU is:

Primary:

Eugene Buerkle, Logistics Chief  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
850-815-4275; [Eugene.Buerkle@em.myflorida.com](mailto:Eugene.Buerkle@em.myflorida.com)

Secondary:

Jeff Swain, Deputy Logistics Chief  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
850-815-4276; [Jeff.Swain@em.myflorida.com](mailto:Jeff.Swain@em.myflorida.com)

The names, titles, address, and phone numbers of the Facility Owner representatives responsible for the administration of this MOU are:

Primary:

Scott L. Lippmann  
Williston City Manager  
[scott.lippmann@willistonfl.org](mailto:scott.lippmann@willistonfl.org)  
City Hall  
50 NW Main Street  
P.O. Box 160  
Williston, FL 32696  
Phone: (352) 528-3060  
Fax: (352) 528-2877

Secondary:

Benton Stegall, Williston Municipal Airport  
POC: 24 Hr Phone: 352-266-5792-Cell. Phone: 352-528-4900  
Email: [Benton.Stegall@Willistonfl.org](mailto:Benton.Stegall@Willistonfl.org)



10. This MOU is effective upon its execution by both of the parties and may be modified only in writing with execution by both parties. Notice of intent to terminate this MOU by the facility owner must be provided at least 60 days in advance. This MOU shall expire [SIGNATURE DATE + THREE YEARS], unless an extension is mutually agreed to in writing.

11. This MOU contains all the terms and conditions agreed upon by the parties. This MOU shall be governed by the laws of the State of Florida and the venue shall be Leon County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed by their undersigned officials as duly authorized.

**Facility Owner:**

City of Williston, FL

BY: [Signatory Information]

**DEM:**

Florida Division of Emergency Management

BY: Director or Designee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name


\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

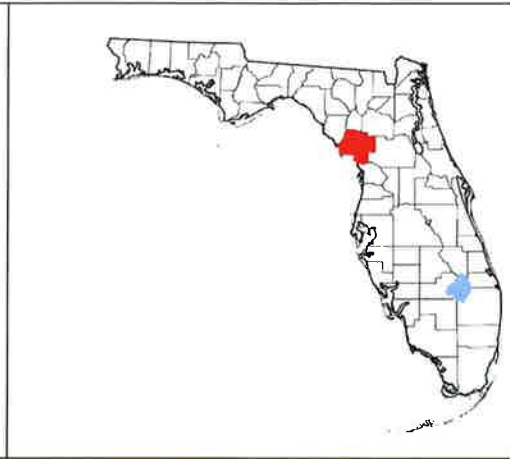
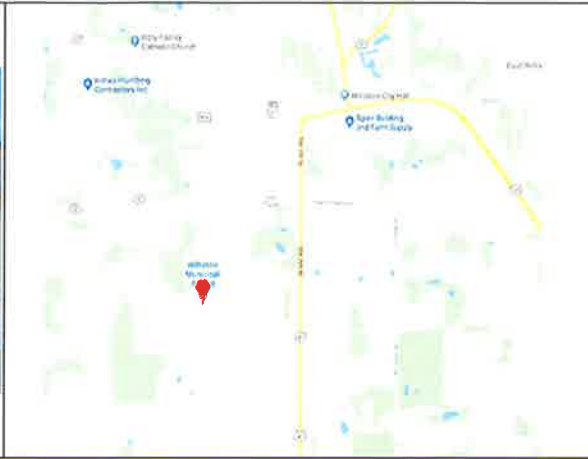
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# ATTACHMENT A

Incident Facility Site Profile	Region: 3	County: LEVY
<b>Williston Municipal Airport (X60)</b>		
Survey Completed: 11/21/2019	Completed by: Eugene Buerkle	
Address: 1800 SW 19th Ave Williston, FL 32696	Phone: (850) 815-4275	
<b>Unclassified/FOUO</b>	<b>Williston Municipal Airport</b>	<b>GPS: 29-21-19.6087N 082-28-18.7417W</b>
<p><b>1800 SW 19th Ave Williston, FL 32696</b></p> <p><b>Authority:</b> City of Williston, FL</p> <p><b>Primary Contact:</b> Benton Stegal, Williston Airport Supervisor</p> <p><b>POC: 24 Hr Phone:</b> 352-266-5792-Cell.</p> <p><b>Recommended Use:</b> Staging Area</p> <p><b>Acreeage:</b> 1600 acres. (entire site)</p> <p><b>Surface Type:</b> Hardstand</p> <p><b>Office Space:</b> None</p> <p><b>Covered Storage:</b> None</p> <p><b>Loading Docks:</b> None</p> <p><b>Helo Pads:</b> Yes.</p> <p><b>Runway Specs:</b> 5/23 is 6,669 by 100 feet (2,033 x 30 m) with a concrete surface; 14/32 is 4,704 by 100 feet (1,434 x 30 m) with an asphalt surface.[1]</p> <p><b>MHE Onsite:</b> No</p> <p><b>Security Perimeter:</b> Yes,</p> <p><b>Contact:</b> Levy County Sheriff's Dept.,</p> <p><b>Office:</b> (352) 486-5111</p> <p><b>Site Specific Hazards:</b> TBD</p> <p><b>Adjacent Transportation Modes:</b> TBD</p>		

# ATTACHMENT A



## Recommended Use Priority

Staging Area: 2

Base Camp: Potential

Shelter: Not Recommended

POD: Not Recommended

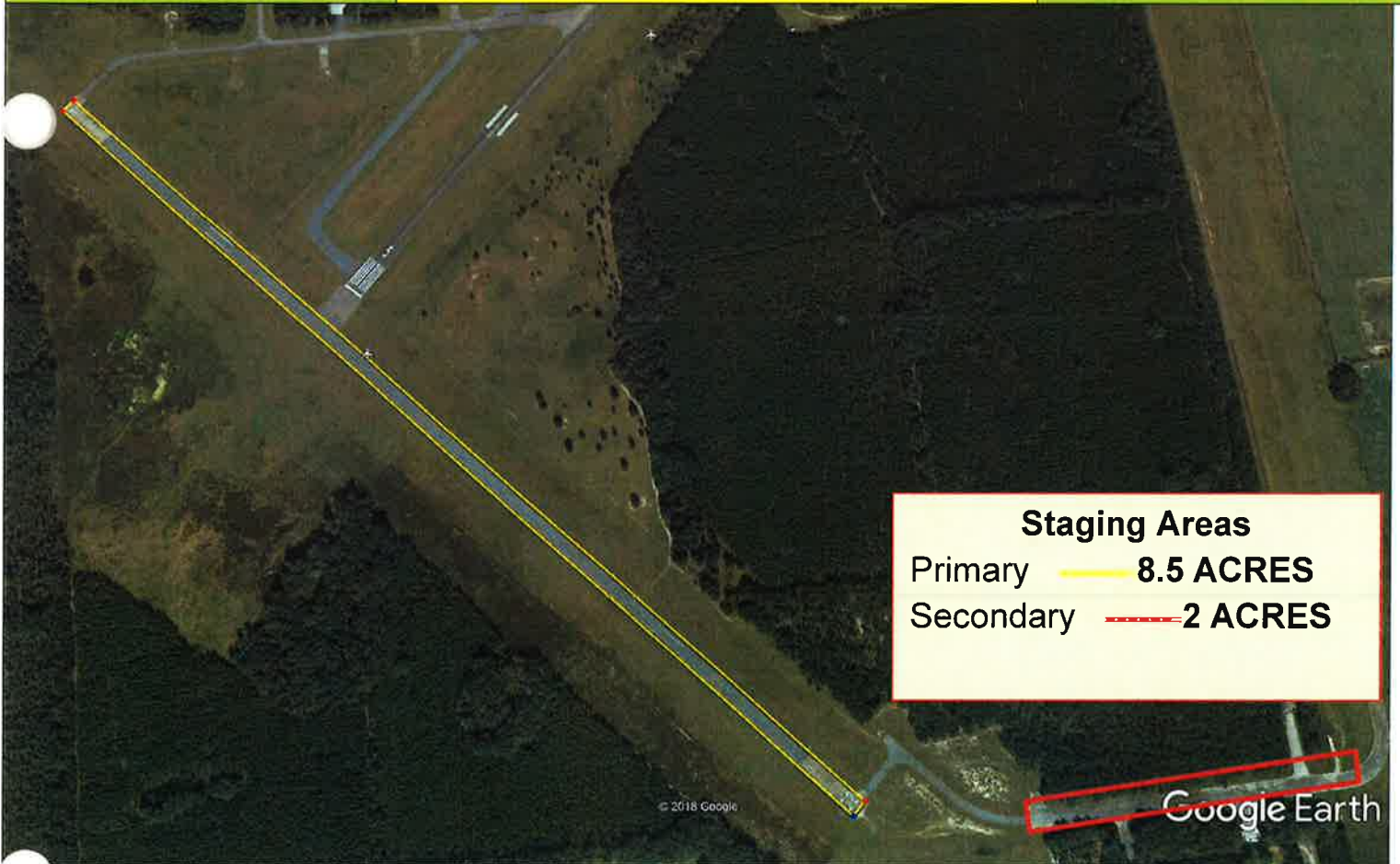
## De Confliction Information

1. No other disaster-related uses have been identified for this location.

Unclassified/FOUO

Williston Municipal Airport

GPS: 29-21-19.6087N  
082-28-18.7417W





# ATTACHMENT A

Notes: Runway 1 5/23 should be primarily be used to allow for continued operations.

Williston Municipal Airport (FAA LID: X60) is a city-owned, public-use airport located two nautical miles (4 km) southwest of the central business district of Williston, a city in Levy County, Florida, United States.[1] Commonly referred to as Williston Airport, it is located 23 miles (37 km) southwest of Gainesville Regional Airport (GNV). Opened in 1974 for public use, it does not have a control tower.



## Available Onsite Equipment

Loading Dock	Forklift	Light Kits	Pallet Jack	Cones	Message Boards	Office Space (Sq Ft)
None	None	None	None	None	None	None

## Air Operations

LZ	Length/Width	Vehicle Type	Notes
Runway 1 5/23	6669 x 100 ft. / 2033 x 30 m	C-130	Surface: concrete, in good condition
Runway 2 12/30	4979 x 60 ft. / 1518 x 18 m	C-130	Surface: concrete, in good condition
Helo Spot 1	TBD	TBD	TBD
Helo Spot N/A	N/A	N/A	N/A

Unclassified/FOUO

Williston Municipal Airport

GPS: 29-21-19.6087N  
082-28-18.7417W

## Available Onsite Services

Service	Yes/No	Capacity	Notes
Restrooms/Sewage	No	None	Services would need to be provided.
Water	Yes	Infrastructure on-site.	Services would need to be provided.
Power/Backup Power	No	None	Services would need to be provided.
Connectivity/Comms.	Yes	Unknown	TBD
Garbage	Yes	Dumpster	Services would need to be provided.
Law Enforcement /Security	Yes	Patrol	Levy County. Sheriff's Dept., Office: (352) 486-5111
Food	No	None	Services would need to be provided.
Fuel	No	None	Services would need to be provided.
Cell Service	Yes	Strength 4-5	AT&T & Verizon

## Hotel/lodging establishments within 10 miles: (list the name, contact and number of rooms of the closest 5).

1. None within 10 miles

## Food establishments within 5 miles: (list the name and contact for the closest 5)

1. Pyper Kub Cafe & Restaurant- 1890 SW 18th St, Williston, FL 32696
2. Melanie's Restaurant- 112 E Noble Ave, Williston, FL 32696
3. Green Shutters Restaurant- 706 W Noble Ave, Williston, FL 32696

## Fuel establishments with diesel within 5 miles: (list the name and contact for the closest 3)

1. Fast Track- 524 W Noble Ave, Williston, FL 32696
2. Mobile- 415 E Noble Ave, Williston, FL 32696
3. Shell- 349 E Noble Ave, Williston, FL 32696

# ATTACHMENT A

## Emergency Services and Medical Information

**Closest 24-Hour medical clinic and contact info:** AdventHealth Ocala 1500 SW 1st Ave, Ocala, FL 34471

**Local EM Public Access Phone Number:** (352) 486-5213

## Site Contact Information

Primary Contact/Onsite Manager	Secondary Contact
<p><b>Name:</b> Benton Stegal, Williston Airport Supervisor <b>POC:</b> 24 Hr Phone: 352-266-5792-Cell. <b>Phone:</b> 352-528-4900 <b>Email:</b> Benton.Stegall@Willistonfl.org</p>	<p><b>Name:</b> Scott L. Lippmann Williston City Manager scott.lippmann@willistonfl.org City Hall 50 NW Main Street P.O. Box 160 Williston, FL 32696 <b>Phone:</b> (352) 528-3060 <b>Fax:</b> (352) 528-2877</p>
County Emergency Manager Contact	
<p><b>Name:</b> John MacDonald, Director Levy County Office of Emergency Management 7911 NE 79th Ave Bronson, FL. 32621 <b>Office:</b> 352-486-5593 <b>Cell:</b> 352-535-5577 <b>Email:</b> johnmacdonald@levydisaster.com</p>	

**RESOLUTION 2019 - 75**

**A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF WILLISTON AND THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT REGARDING THE USE OF A PORTION OF THE WILLISTON MUNICIPAL AIRPORT AS AN EMERGENCY STAGING AREA, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN THE MEMORANDUM, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Division of Emergency Management wishes to ensure availability of a portion of the Williston Municipal Airport as a "Logistics Staging Area" in the event of a disaster; and

**WHEREAS**, the Williston Municipal Airport is willing to provide appropriate space at the specific request of the Division of Emergency Management in the event of a disaster; and

**WHEREAS**, the terms, conditions and responsibilities of both parties are enumerated in the Memorandum of Understanding.

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

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

**SECTION 2.** The City Council hereby approves the Memorandum of Understanding between the Florida Division of Emergency Management and the City of Williston for the use of a portion of the Williston Municipal Airport in the event of a disaster, and authorizes the City Council President to execute the Memorandum on behalf of the City.

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

**PASSED AND ADOPTED on December 17, 2019.**

**CITY OF WILLISTON, FLORIDA**

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Nancy Wininger, President  
Williston City Council

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ATTEST: Latricia Wright, City Clerk

• **Sec. 40-10. - Utility deposits or bond required; amounts; manners of payment.**

SHARE LINK TO SECTION PRINT SECTION DOWNLOAD (DOCX) OF SECTIONS EMAIL SECTION  
COMPARE VERSIONS

(a)

*Generally.* The utility deposits required in this chapter shall either be in cash deposited with the city, or a surety bond issued by a surety company authorized to do business in the state. The bonding company shall provide written notice to the city 30 days prior to cancellation of a bond. The deposits of subsection (b) of this section shall be required in addition to any other deposits, connection charges or fees required by this chapter.

(b)

*Deposit for utilities.* Deposits for utilities shall be as follows:

(1)

*Residential.* For all residential consumers, an additional deposit of \$200.00 shall be required each time service is restored up to a maximum deposit of \$600.00 is held by the city, as in section 40-5. Minimum deposit of \$200.00 required.

(2)

**Commercial and industrial. For commercial and industrial customers, a deposit equal to \$200.00 shall be required. After six months' service, the deposit shall be adjusted to an amount equal to two times the average monthly utility bill. Minimum deposit of \$200.00 required.**

(c)

*Hardship cases.* The required deposits shall be paid in full, as provided by this chapter; or in the case of hardship the city manager or person authorized by city manager, may accept the required deposit in equal installments over a period not to exceed three months.

(Ord. No. 221, § 1, 4-29-1974; Ord. No. 237, § 5, 8-8-1978; Ord. No. 245, § 5, 1-8-1980; Ord. No. 316, § 4, 8-18-1989; Code 1958, § 23-7; Ord. No. 616, § 5, 4-19-2011)



CITY OF  
**WILLISTON**  
FLORIDA

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

December 5, 2019

Sirius Pizza  
12750 NE 75<sup>th</sup> Street  
Bronson, FL 32621

RE: Additional Utility Deposit  
Account: 15659  
Location: 110 NE 6<sup>th</sup> Ave. Williston, FL 32696

To Whom It May Concern:

Your business has been established for six full months (start date **May 2019**) and it is time to re-evaluate your Utility Deposit per our City Ordinance.

According to our City Ordinance #316 SEC 40-10(b) (2) Utility deposits or bond required; amounts; manner of payment paragraph states the following:

Commercial and Industrial: After six (6) months' service the deposit shall be adjusted to an amount equal to two times the average monthly utility bill. **Minimum deposit of two hundred dollars (\$200.00) required.**

The total deposit required for your account after re-evaluation is \$1,800.00. You currently have a deposit of \$200.00 leaving a balance owed of **\$1,600.00**. Per Section 40-10(a) the utility deposits required shall either be in cash deposited with the city, a surety bond or a letter of credit. The required deposit will be added to your utility account for the **December 25<sup>th</sup> billing cycle** and due on or before **January 10, 2020**, unless we receive a bond or letter of credit.

Thank you,

City of Williston

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