

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

DATE: TUESDAY, AUGUST 4, 2020
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson
President Charles Goodman
Vice-President Justin Head
Councilmember Debra Jones
Councilmember Marguerite Robinson
Councilmember Elihu Ross

OTHERS:

Interim City Manager Dennis Strow
City Attorney Fred Koberlein
City Clerk Latricia Wright

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: JULY 21, 2020 REGULAR CITY COUNCIL MEETING (pp 9-13)

ITEM – 4 – OLD BUSINESS

- A. STAFF AND BOARD AND COUNCILOR UPDATES
- INTERIM CITY MANAGER DENNIS STROW
 - UPDATE ON WATER METER/SUPPLY TO WILLISTON AREA COMMUNITY RESOURCE ORGANIZATION, INC. : UTILITY DIRECTOR CJ ZIMOSKI
 - UPDATED ON FORECLOSURES: CITY PLANNER JACKIE GORMAN (pp14)
- B. DISCUSSION: FORECLOSURE OF THE OLD WINN DIXIE PROPERTY: COUNCILMEMBER JONES
- C. DISCUSSION WITH POSSIBLE ACTION: CONTINUED DISCUSSION ON CITY MANAGER SELECTION. COUNCIL PRESIDENT

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

ITEM – 5 – NEW BUSINESS

- A. RESOLUTION 2020-37 REAPPOINTING MEMBERS FROM THE BOARD OF ADJUSTMENT/CODE ENFORCEMENT BOARD AND CRA. CITY PLANNER JACKIE GORMAN (pp15-18))
- B. DISCUSSION WITH POSSIBLE ACTION: RENEGOTIATE SERVICE AGREEMENT WITH THE CITY OF WILLISTON AND WASTEPRO-DAYNA MILLER, MUNICIPAL MARKETER FOR WASTEPRO. (pp19-20)
- C. DISCUSSION WITH POSSIBLE ACTION: RFP FOR THE COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS, AND YARD TRASH-UTILITY DIRECTOR CJ ZIMOSKI (pp21-49)
- D. ORDINANCE NO#684 FIRST READING: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, PROVIDING FOR THE PERMANENT CLOSING OF ALL THAT PORTION OF AN EASEMENT AS RECORDED IN THE OFFICIAL RECORDS BOOK 312, PAGE 103 OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA; FINDING THAT THE CLOSING OF THE EASEMENT WILL NOT ADVERSELY AFFECT THE PUBLIC, HEALTH, SAFETY, OR WELFARE; FINDING THAT THE CLOSING OF EASEMENT IS IN THE BEST INTEREST OF THE CITY AND FOR THE GENERAL WELFARE OF ITS CITIZENS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER JACKIE GORMAN (pp50-53)
- E. RESOLUTION 2020-38; A RESOLUTION APPROVING THE LEASE TERM EXTENSION BETWEEN TOM SUMPTER AND SHERRY SUMPTER; AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT AND IDENTIFIED AS HARDSTAND SIXTEEN; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE EXTENSION; AND APPROVING AN EFFECTIVE DATE.-AIRPORT MANAGER BENTON STEGALL .(pp54-58))
- F. RESOLUTION 2020-39; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT BETWEEN TOM SUMPTER AND SHERRY SUMPTER AND SHADOW TRAILERS; LLC; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE INSTRUMENT; AND PROVIDING AN EFFECTIVE DATE. – AIRPORT MANAGER BENTON STEGALL. (pp56-67)
- G. RESOLUTION 2020-40; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LEASE TERM EXTENSION REQUEST OF TOM SUMPTER AND SHERY SUMPTER FOR PROPERTY IDENTIFIED AS HARDSTAND FIVE AT THE WILLISTON MUNICIPAL AIRPORT; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE INSTRUMENT; AND PROVIDING AND EFFECTIVE DATE.- AIRPORT MANAGER BENTON STEGALL. (pp68-72)

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- H. RESOLUTION 2020-41; A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA APPROVING THE LEASE TERM EXTENSION BETWEEN DENNIS MOELLMAN, AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT AND IDENTIFIED AS HARDSTAND TWO AND HARDSTAND THREE; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE EXTENSION; AND PROVIDING AN EFFECTIVE DATE.-AIRPORT MANAGER BENTON STEGALL. (pp73-79)

ITEM – 6 – PUBLIC PARTICIPATION

ITEM – 7 – ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

Please join my meeting from your computer, tablet or smartphone.

<https://www.gotomeet.me/CityOfWillistonFL>

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3122
- One-touch: <tel:+16467493122,645230685#>

Access Code: 645-230-685

YouTube Link: <https://www.youtube.com/channel/UCKt1468kcNjBS2AYgOaBsRQ>
Clicking this link will enable you to see and hear the Council meeting.

**** Because this meeting is being held in person, Florida law requires that it be open to the physical presence of the public. To maintain proper health precautions, we will maintain 6' separations in the meeting room and we will offer additional seating in another area for the overflow if needed. Also, we encourage the use of face masks in the meeting room. (Limitation of 50 people)**

We invite you to continue participating in our council meetings via telephone or the Internet as we have been doing for the last several weeks. **

Council Meeting Procedures for members of the Public

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

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

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 for the benefit of the City Clerk, prior to offering comments on a given matter;
 5. The audience member will be limited to not more than 5 minutes to speak based on Resolution 2012-07;
 6. There will be no personal attacks made by any member in the audience toward a sitting Council member and no personal attacks made by any Council member toward a member of the audience;
 7. There will be no conversation between a member of the audience that has been recognized and any other member of the audience when speaking while at the podium;
 8. If an audience member wants to speak more than the allotted 5 minutes allowed then that person should make a request to City Hall so that the item may be placed on the agenda.
-

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

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

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

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

DATE: TUESDAY, JULY 21, 2020
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson
President Charles Goodman
Vice-President Justin Head
Councilmember Debra Jones
Councilmember Marguerite Robinson
Councilmember Elihu Ross

OTHERS:

Interim City Manager Dennis Strow
City Attorney Fred Koberlein
City Clerk Latricia Wright

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and Pledge of Allegiance to the flag led by Mayor Robinson.

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

Vice-President Head moved to approve agenda. Councilmember Jones seconded. Motion carried by saying “Aye”. 4-0.

ITEM – 2 – PUBLIC PARTICIPATION

None

ITEM – 3 – CONSENT AGENDA –Councilmember Robinson moved to approved consent agenda with the correction of Item C. corrected to say “Ratifying the Mayor’s Extension of the State of Emergency”. Councilmember Jones seconded. Motion carried by saying “Aye”. 4-0.

- A. MINUTES: JULY 7, 2020 REGULAR CITY COUNCIL MEETING
- B. RESOLUTION 2020-29: A RESOLUTION APPROVING THE REPAIR AND INSTALL GAS PIPE AND INSTALL NEW VALVES ON LEAKING NATURAL GAS LINE, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN THE PURCHASE ORDER AND PROVIDING AN EFFECTIVE DATE.
- C. RESOLUTION 2020-33: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, RATIFYING THE CITY COUNCIL PRESIDENT’S EXTENSION OF THE STATE OF EMERGENCY ARISING FROM THE COVID-19 PUBLIC HEALTH EMERGENCY.
- D. RESOLUTION 2020-31: APPROVING AN AGREEMENT WITH WRIGHT-PIERCE FOR SERVICES REQUIRED IN THE RFP PROCESS TO SECURE A CONTRACT FOR SOLID WASTE COLLECTION SERVICE FOR THE CITY OF WILLISTON, AUTHORIZING FOR THE CITY COUNCIL PRESIDENT TO SIGN THE AMENDMENT AND PROVIDE AN EFFECTIVE DATE.

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CITY COUNCIL MEETING

- E. RESOLUTION 2020-34: SETTING THE PUBLIC HEARING DATES PER TRIM REQUIREMENTS
- F. RESOLUTION 2020-35: SETTING THE TENTATIVE MILLAGE RATE FOR FY 20/21 BUDGET YEAR.

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCILOR UPDATES

- INTERIM CITY MANAGER DENNIS STROW – Interim City Manager Strow informed the Council that WastePro have a few guys out due to the Covid-19 pandemic but they should be back on schedule in a couple of weeks picking up recycling.
- Fire Chief Stegall told the Council he met with the County Commissioners and they have agreed to increase the funding to the Williston Fire department to \$49,000 annually for them assisting with fires outside of the City limits.
- Mayor Robinson asked City Planner Gorman for an update on the foreclosure of the old Winn Dixie. City Planner Gorman told him they are putting together a policy of procedure at the next BACE meeting and that the old Winn Dixie is going up for auction. Mayor Robinson asked the Council if the City is planning to make a bid at the auction. All Councilmembers replied they had not thought about it.
- Councilmember Robinson asked Planner Gorman had she heard anything from FDOT. Planner Gorman replied no.

- NICK WILLIAMS: CRA - None
- ALBERT FULLER: PLANNING AND ZONING COMMISSION- None

ITEM – 5 – NEW BUSINESS

- A. RESOLUTION 2020-32: RE-APPOINTING ALBERT FULLER TO THE PLANNING AND ZONING COMMISSION FOR A PERIOD OF THREE YEARS; AND PROVIDING FOR AN EFFECTIVE DATE-CITY PLANNER GORMAN.
President Goodman asked Mr. Fuller was he willing to continue to serve on the Planning and Zoning Commission, Mr. Fuller replied “yes”. Councilmember Robinson moved to approved Resolution 2020-32. Vice-President Head seconded. Motion carried by saying “Aye”. 4-0.

- B. DISCUSSION WITH POSSIBLE ACTION: GOLF CARTS IN THE CITY OF WILLISTON: COUNCILMEMBER JONES.
Councilmember Jones told the Council, she added this item to the agenda because a resident (Donald Palmer) came before the Council at the last meeting under “Public Participation” regarding golf carts. Councilmember Jones stated that the Planning and

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Zoning Commission had discussed allowing golf carts in the Northeast section but it was denied. Councilmember Jones asked if maybe they could allow gold carts in the Northeast section of the City. Councilmember Robinson said she had a problem with approving just one area of the City. Vice-President Head also wanted to know how we could limit one area of the City for golf carts. Councilmember Jones suggested an Ordinance and the Ordinance would require lights, signals and any other item that would be required to drive on the streets. Interim City Manager Strow said there has been a 300% increase in golf cart accidents with 60% being juveniles driving. President Goodman said he agreed with Vice-President Head, if we approve one section of the City for golf carts, we will have issues with other areas of the City. Councilmember Jones asked resident Donald Palmer, (who was in attendance), if he could bring back a proposal regarding golf carts, the Council would review it.

C. DISCUSSION WITH POSSIBLE ACTION: AIRPORT RE-STRUCTURING - AIRPORT MANAGER BENTON STEGALL

Airport Supervisor Stegall presented the Council with a slide showing the re-structuring of the airport. Supervisor Stegall discussed with the Council the improvements the re-structuring would bring. Supervisor Stegall said there would be an Airport Manager, FBO Supervisor, (2) two full time team members and (4) four part-time team members, currently there is an Airport Supervisor, (2) two full time team members and (2) two part-time team members. Supervisor Stegall said this would give him a chance to get the clean up some of the issues out at the airport. Vice-President Head said he know the leases are a mess and need to be cleaned up. Councilmember Jones also said some of the lease payments are behind. Councilmember Robinson said she see no problem with the re-structuring. Vice-President Head said he understand the need, and he's okay with it. President Goodman said he's concerned with the cost of adding (2) part-time and would like to see what the true cost is going to be. Councilmember Jones moved to approve the proposed Re-Structuring of the airport positions, leaving the City Manager as the Overseer and continue to discuss the Airport budget at our next budget hearing. Councilmember Robinson seconded. Motion carried 3-0. Councilmember Jones, Head and Robinson voted "Aye" and President Goodman "Nay".

D. DISCUSSION WITH POSSIBLE ACTION: AERO PARADISE SERVICES; PROVIDING SERVICE TO THE AIRPORT-AIRPORT MANAGER BENTON STEGALL

Airport Manager Stegall presented the Service Agreement from Areo Paradise Services, which he had brought to the Council back in March. New law passed and our underground fuel line was not in compliance with the new laws that had passed and part of Areo services would be to bring us into compliance. The agreement will be paid from our CARES grant we received from the Federal Government in the amount of \$30,000. Council agreed from Airport Manager to move forward with the agreement.

E. DISCUSSION WITH POSSIBLE ACTION: PROCESS OF CITY MANAGER APPLICATIONS- COUNCIL

CITY OF WILLISTON, FLORIDA
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President Goodman asked all Councilors for their list of candidates to present to the City Clerk to prepare a spreadsheet and give to all Councilmembers.

F. DISCUSSION WITH POSSIBLE ACTION: WATER SUPPLY TO WILLISTON COMMUNITY RESOURCE: COUNCILMEMBER JONES

Mr. Albert Fuller and Mr. Vernon Bernard came before the council asking for the city assistance in proving a water meter to supply water to their community garden. Utility Director CJ Zimoski said it would cost roughly around \$2,000 to install a water meter to the area. Vice-President Head said he didn't see a way the Council could offer to pay for the water meter using tax payer's money. After some discussion there was no recommendation for Council.

G. DISCUSSION WITH POSSIBLE ACTION: REFERENDUM ON GENERAL ELECTION BALLOT- COUNCIL PRESIDENT GOODMAN

President Goodman told the Council he had spoken with Supervisor of Elections Tammy Jones and unfortunately we were unable to put the Referendum on the Primary Ballot. Mrs. Jones is looking to see if she can possible put it on the General Election. If not on the General Election, the City might have to put it on their March 2021 election. Will update as soon as Supervisor of Election review General Election ballot.

H. DISCUSSION WITH POSSIBLE ACTION: PROPOSED REVISION OF CHAPTER 48-COUNCILMEMBER JONES.

Tabled.

ITEM – 6 – PUBLIC PARTICIPATION

None

ITEM – 7 – ANNOUNCEMENTS

Vice-President Head stated he will assist the Williston Area Community Resource Organization Inc., in finding funding for their water meter.

ITEM – 8 – ADJOURNMENT at 8:11 p.m.

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<https://www.gotomeet.me/CityOfWillistonFL>

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CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

United States: +1 (646) 749-3122
- One-touch: <tel:+16467493122.645230685#>

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Date: August 4, 2020

COUNCIL AGENDA ITEM

TOPIC: FORECLOSURES

REQUESTED BY: JACKIE GORMAN, COMMUNITY DEVELOPMENT & GRANTS

BACKGROUND / DESCRIPTION:

As requested, we are moving forward with establishing a process for foreclosure on the list of properties presented by the Mayor that includes the following:

- A. CV14-53 Richardson - 1050 NE 6th Blvd. (Old Winn-Dixie)
- B. CV15-16 Zamora - 319 SE 5th St.*
- C. CV15-35 Roswell - 51 NE 10th St. * (correspondence references Parcel ID for 1 of 3 properties - legal incorrect)
- D. CV16-13 Flournoy - 4091 NE 11th St.*
- E. CV17-23 Days - 118 NE 9th St. (RECENTLY SOLD 7/20/2020)
- F. CV17-24 James - 20319 NE 2nd Pl.*
- G. CV18-13 Falisi - 415 SE 4th Dr. (sold to Chico Carrol in 2018 -MH permit issued 2018)

*Consideration to move forward with Foreclosure

I have reviewed the files and updated CV17-23 (Days) whose property recently sold on July 20, 2020 and CV18-13 (Falisi) who sold to Chico Carrol in 2018. All lien files have been flagged so staff can be made aware of any applications for utilities or permits.

To move forward it will cost approximately \$2,300/case provided there are no additional attorney's fees. The Community Development Department does not have a Code Enforcement budget at this time but will budget for FY2020/21 since we are now assuming responsibility for this Division.

LEGAL REVIEW:

RECOMMENDED ACTION:

Provided the City Attorney does not see a problem moving forward, it is recommended that we proceed with CV15-16; CV15-35; CV16-13 & CV17-24 at this time.

FISCAL IMPACTS: \$9,200

ATTACHMENTS: None

COMMISSION ACTION:

_____ **APPROVED** _____ **DISAPPROVED**

Date: August 4, 2020

COUNCIL AGENDA ITEM

DISCUSSION: This Resolution 2020-37 is to reappoint members from the Board of Adjustment/Code Enforcement Board and CRA. Attached is a copy of the updated Roster that will be placed on the wall in the Council Chambers.

RESOLUTION 2020-37: To reappoint:

- Sharon Brannan of 161 N Main Street, Williston, Florida to the Board of Adjustments and Code Enforcement for a period of three years.
- Marc Pompeo of NE 1st Street, Williston, Florida to the Board of Adjustments and Code Enforcement for a period of three years.
- Paul Missall of 326 NW 7th Street, Williston, Florida to the Board of Adjustments and Code Enforcement for a period of three years.
- Colette Roth of 101 SW 9th Street, Williston, Florida to the Board of Adjustments and Code Enforcement for a period of three years.
- Pam Myhree of 605 NE 10th Boulevard, Williston, Florida to the Board of Adjustments and Code Enforcement for a period of three years.

AND

- Art Constantino of 45 N Main Street, Williston, Florida to the Community Redevelopment Agency for a period of four years.
- Mike Langston of 835 NW 3rd Avenue, Williston FL to the Community Redevelopment Agency for a period of four years.
- Nick Williams of 173 North Main Street, Williston, Florida to the Community Redevelopment Agency for a period of four years.

REQUESTED BY: Department of Community Development

PREPARED BY: Jackie Gorman, City Planner

BACKGROUND / DESCRIPTION: Reappointment of current board members for an additional term.

LEGAL REVIEW: N/A

FISCAL IMPACTS: Approximately \$0

RECOMMENDED ACTION: Approve Resolution 2020-37 for the reappointment to Board of Adjustments and Code Enforcement and Community Redevelopment Agency.

ATTACHMENTS:

CONTRACT

RESOLUTION

MAP

LEASE

OTHER DOCUMENTS *BOARD MEMBER ROSTER*

CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED

COUNCIL ACTION:

APPROVED

DENIED

RESOLUTION 2020-37

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, REAPPOINTING SHARON BRANNAN, MARC POMPEO, PAUL MISSALL, COLETTE ROTH, AND PAM MYHREE TO THE BOARD OF ADJUSTMENTS AND CODE ENFORCEMENT FOR A PERIOD OF THREE YEARS; AND REAPPOINTING ART CONSTANTINO, MIKE LANGSTON, AND NICK WILLIAMS TO THE COMMUNITY REDEVELOPMENT AGENCY FOR A PERIOD OF FOUR YEARS; AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas the City has an active Board of Adjustments and Code Enforcement and Community Redevelopment Agency.

Whereas the above referenced member's terms are up for renewal.

Whereas the above members are business or property owners in the City of Williston.

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 has agreed to reappoint the above referenced board members for another term.

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

Passed and adopted on July 21, 2020.

City of Williston, Florida

**Charles Goodman, President
Williston City Council**

**Latricia Wright
City Clerk**

Board of Adjustment (BACE) 3 Year Term

Seat	Name	Address	Phone Number	Email	Term Begin	Term End	Resolution
1	Sharon Brannon		352-316-3934	sharon.brannon@willistonfl.org	9/30/2019	9/30/2022	2020-37
2	Marc Pompeo		352-538-5551	marc.pompeo@willistonfl.org	1/5/2019	1/5/2022	
3	Paul Missall		(352)398-2949	paul.missall@willistonfl.org	10/18/2019	10/18/2022	
4	Pam Myhree	pimyhree@yahoo.com	352-283-2267	pam.myhree@willistonfl.org	9/29/2019	9/29/2022	
5	David Ragland			David.Ragland@monterey-blackfin.com	6/4/2019	6/4/2022	
6	Colette Roth		352-529-4443	colette.roth@willistonfl.org	9/30/2019	9/30/2022	
7	Vacant						

Planning and Zoning Commission 3 Year Term

Seat	Name	Address	Phone Number	Email	Term Begin	Term End	Resolution
1	Vacant						
2	Albert Fuller Sr.	15 SE 1st Ave Williston, FL 32696	352-256-0049	albert.fuller@willistonfl.org	7/21/2020	7/21/2023	ok2020-32
3	Penny Boyer	899 SW 1st Ave			12/6/2019	12/6/2022	2019
4	Michael Cox	712 SW 3rd St			1/21/2020	1/21/2023	2020-2
5	John Becker				12/6/2019	12/6/2022	2020-3
6	Sharon Washington		352-317-8202	lavettehardaway8@gmail.com	5/22/2018	5/22/2021	ok2018-28
7	Vacant						

Community Redevelopment Agency 4 Year Term

Seat	Name	Address	Phone Number	Email	Term Begin	Term End	Resolution
1	Dr Ken Schwiebert	112 West Noble Ave	352-316-2742	ken.schwiebert@willistonfl.org	3/17/2017	3/16/2021	2015-06
2	Nick Williams	173 North Main Street	352-529-6982	nick.williams@willistonfl.org	3/16/2019	3/16/2023	ok2015-06
3	Art Konstantino	45 N. Main Street, PO Box 493	352-529-0555	art.konstantino@willistonfl.org	3/15/2019	3/15/2023	2015-15
4	Jonathan Lewis	32 SE 4th Drive	352-538-1465	jonathan.lewis@willistonfl.org	3/20/2018	3/15/2022	ok2018-06
5	Mike Langston		352-857-3175	Maike.Lagnston@willistonfl.org	5/1/2020	5/1/2024	2019-21

Citizens Advisory Task Force

Seat	Name	Address	Phone Number	Email	Term Begin	Term End	Resolution
1	Betty Fender		352-528-4311		4/3/2018		2018-13
2	Robert Schmidt	852 NW 2d Ave Williston, FL 32696	352-317-3884	robert.schmidt@willistonfl.org	4/3/2018		2018-13
3	Albert Fuller Sr	15 SE 1st Ave Williston, FL 32696	352-256-0049	albert.fuller@willistonfl.org	4/3/2018		2018-13
4							
5	Richard Roberts	32 SE 4th Drive	352-316-6320		4/3/2018		2018-13

Date: August 4, 2020

COUNCIL AGENDA ITEM

TOPIC: RENEGOTIATE SERVICE AGREEMENT

**REQUESTED BY: WASTEPRO
MUNICIPAL MARKETER FOR WASTEPRO**

PREPARED BY: DAYNA MILLER

**BACKGROUND / DESCRIPTION: PROPOSING A THREE-YEAR EXTENSION TO
THE CURRENT SERVICE AGREEMENT**

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION:

ATTACHMENTS:

COMMISSION ACTION:

APPROVED

DISAPPROVED



August 4, 2020

City of Williston, Florida Council
50 NW Main Street
Williston, Florida 32696

Mr. Mayor, Council President, Council Vice President, and Council Members;

Thank you for the opportunity to renegotiate our service agreement with the City of Williston. We have been directed by the Interim City Manager and the City Attorney to present our renewal proposal to the Council. Waste Pro of Florida is proposing a three-year extension to the current service agreement, with a 3% increase the first year, and CPI the following two years. We are asking for your consideration of this due to the increase of the cost of doing business over the last three years, and our current service agreement did not accommodate CPI increases. Otherwise, we propose no changes to any of the other terms and conditions.

Waste Pro is proud to be a community partner of the City of Williston since 2017. We value our relationship with Williston, and we are all working hard during these uncertain times to continue to provide the best service possible to your residents and businesses.

Please do not hesitate to contact me with any questions at (386) 206-6061 or dmiller@wasteprousa.com.

Thank you,

Dayna Miller, Municipal Marketer

Date: August 4, 2020

COUNCIL AGENDA ITEM

TOPIC: REQUEST FOR PROPOSALS FOR THE COLLECTION OF SOLID WASTE, RECYCLABLE MATERIALS, AND YARD TRASH

REQUESTED BY: CJ ZIMOSKI

PREPARED BY: CJ ZIMOSKI

BACKGROUND / DESCRIPTION: REQUEST FOR PROPOSALS

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION:

ATTACHMENTS:

COMMISSION ACTION:

APPROVED

DISAPPROVED

2020

City of Williston

REQUEST FOR PROPOSALS FOR
THE COLLECTION OF SOLID
WASTE , RECYCLABLE
MATERIALS, AND YARD TRASH

City of Williston Solid Waste Request for Proposal (2020)

The City of Williston, a political subdivision of the State of Florida, will receive proposal from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida for the purpose of:

- Providing residential and commercial solid waste, recyclable materials, yard trash, and white goods collection

All proposals must be received no later than August 27, 2020 at 5 PM at the City of Williston City Hall located at 50 NW Main Street, Williston, FL 32696.

For more information please contact Dennis Strow at 352.528.3060 or at city.manager@willistonfl.org.

Request for Proposals (RFP) is being issued by the City of Williston ("City"). The City of Williston is soliciting Proposals from entities ("Proposer") with demonstrated experience and qualifications in providing residential and commercial solid waste, recyclable materials and yard trash collection, such as those required in this RFP.

The City currently services their customers with solid waste, recyclable materials and yard trash collection on a weekly basis:

- Curbside solid waste, yard trash and recyclable materials collection:
 - o Weekly collection of solid waste
 - o Weekly collection of recyclable materials
 - o Bimonthly collection of yard waste
 - o Biannual collection of white goods, large materials
- Commercial solid waste
 - o Minimum of once per week collection of solid waste from commercial businesses
- Miscellaneous community service solid waste, yard trash, and recyclable materials collection related activities.

The City requests a proposal with a term of three years from October 1, 2020 to September 30, 2023. The City also requests a proposal with a five-year term from October 1, 2020 to September 30, 2025. Proposers must submit proposals for both the three-year term and five-year term.

Estimated Schedule

Event	Date
RFP Published	July 30, 2020
Last Date for submittal of written questions	August 12, 2020
Proposals Due	August 27, 2020
Begin Contracted Operations	October 1, 2020

Customer Base

Number of Estimated Residential Customers 1,200

Number of Estimated Commercial Customers 250

Service Requirements

GENERAL PROVISIONS

PROPOSER TO MAKE EXAMINATION

Each Proposer shall make its own examination regarding the proper method of doing the work, all conditions affecting the work to be done, the labor, equipment and materials, and the quantity of the work to be performed.

AGREEMENT TERM

Successful Proposer (Franchisee) shall begin Collection Services on October 1, 2020.

The three-year term shall commence upon October 1, 2020 and terminate on September 30, 2023 provided Franchisee has met specified performance requirements. The five-year term shall commence upon October 1, 2020 and terminate on September 30, 2025.

SERVICES TRANSITION

The timeframe between the formal Agreement signing and October 1, 2020 is intended to allow the Franchisee sufficient time to purchase equipment, prepare necessary routing changes, and obtain permits and licenses and establish build facilities. A proposed transition plan and schedule must be provided by Proposers and include the elements specified in this RFP.

WEEKLY COLLECTION

The Franchisee shall propose the cost of weekly Collection of Residential and Commercial Solid Waste, and Residential Recyclables.

BIWEEKLY COLLECTION

The Franchisee shall propose the cost of biweekly Collection of yard waste to all eligible customers.

BIANNUAL COLLECTION

The Franchisee shall propose the cost of biannual collection of white goods and bulk items to all eligible customers.

COLLECTION SCHEDULE

Residential collection services shall be provided between the hours of 7:00 a.m. - 7:00 p.m., except on Sundays when no pick-ups shall occur.

The Franchisee shall not collect from commercial customer collection points within two hundred (200) feet of residential real property, prior to 7:00 a.m. or after 7:00 p.m. or anytime on Sunday, unless otherwise authorized by the City.

COLLECTION VEHICLES

The vehicle types selected shall be specifically designed and manufactured for the collection of residential and commercial solid waste, recyclable materials and yard trash. The collection vehicles shall be appropriate for the type of collection methods and collection carts, bins and containers anticipated to be used by the Franchisee.

COLLECTION BINS AND CONTAINERS

Customers serviced via curbside shall be provided with a 90-gallon container for the collection of solid waste and yard trash. Recycling bins shall be provided by the Franchisee by the effective day of the Agreement: October 1, 2020.

SOLID WASTE

The Franchisee shall deliver all appropriate residential and commercial solid waste collected under the agreement to a designated disposal site.

RECYCLABLE MATERIALS

The Franchisee shall provide for the collection of recyclables. These recyclables, including, but not limited to the following, shall include:

- Magazines and catalogues
- Telephone books
- Newspaper
- Glass containers (clear, green, brown)
- Plastic bottles (HDPE and PETE)
- Aluminum cans

It is the responsibility of the Franchisee to visually inspect the residential recycling container to determine if it contains non-conforming materials. If non-conforming materials are found, the Franchisee shall leave the material and tag it, indicating why it was rejected. The Franchisee will not, under any circumstances, be allowed to dispose of recyclables by land filling.

YARD TRASH MATERIALS

The Franchisee shall also provide for the collection of yard trash materials. The Franchisee is to transport all collected Yard Trash to the designated disposal site. Yard trash shall not be commingled with solid waste.

REPORTING REQUIREMENTS

The Franchisee will be required to keep records and submit required data and information to the City of Williston. This information includes number of missed pickups per month, average amount of solid waste removed from the City monthly, number of route miles travelled, etc. The Franchisee will also be required to maintain and make available for review weight receipts for all materials collected, processed, or disposed of by the Franchisee.

CUSTOMER SERVICE

The Franchisee must maintain an office within the local area and must staff the office during the hours of 8 a.m. - 5 p.m. Monday through Friday. Franchisee shall maintain a log of all customer service calls and provide a monthly report of daily customer service logs. The Franchisee may change previously established collection points or days only with the City's written approval.

FRANCHISEE PAYMENTS

The Franchisee shall be paid monthly by the City based on the service provided by the Franchisee in accordance with the terms of the Franchise Agreement using the services rates as specified in Exhibit 1 of the Franchise Agreement.

FRANCHISEE FEES

The Franchisee shall pay to the City a franchisee fee as specified in the Franchise agreement.

GENERAL INSTRUCTIONS TO PROPOSERS

QUESTIONS REGARDING RFP

All RFP-related communication should be in writing by fax, e-mail, or mail

to: Mail: 50 NW Main Street
P. O. Drawer 160
Williston, FL
32696

Email: city.manager@willistonfl.org

Fax: 352-528-2877

Any supplements, amendments, or addenda to this RFP will be made in writing and will be issued by the City of Williston. Proposers should not seek or rely on any oral communication provided by the City, other than those sought and provided at the pre-proposal conference, scheduled to be held August 11, 2020.

PROPOSAL SUBMISSION

EXPENSES OF PROPOSAL PREPARATION

All responses to this RFP shall be prepared at the cost and expense of the Proposer making the response to the RFP, with the express understanding that there shall be no claims, whatsoever for reimbursement, of any Proposer to the City for the cost or expense of such preparation for any reason including the cancellation of the RFP. The City shall also retain all submitted materials.

PROPOSAL SUBMISSION DATE

The proposal submission deadline date and time is August 12, 2020 at 5 PM. Any proposal received after 5:00 P.M. on such date will be rejected and returned to sender unopened.

Proposals should be firmly sealed in packaging that is clearly marked on the outside "PROPOSAL FOR SOLID WASTE COLLECTION CONTRACT- 3 YEAR TERM" and "PROPOSAL FOR SOLID WASTE COLLECTION CONTRACT- 5 YEAR TERM"

Sealed proposals should be mailed or delivered

to: Williston City Hall
50 NW Main St
PO Drawer 160
Williston FL 32696

RESERVATION OF RIGHTS

The City reserves and holds at its discretion the following rights and options:

- Issue addenda to the Request for Proposals, including extending or otherwise revising the timeline for submittals
- Withdraw the request for proposals
- Request clarification and/ or additional information from any Proposer at any point in the procurement process
- Execute and agreement with a Proposer based upon the original proposal or any additions to the proposal submission at the request of the City
- Reject any or all proposals, waive irregularities in any proposal, accept or reject all or any part of the proposal, waive any requirements of the request for proposal, as may be deemed to be in the best interest of the City
- Reissue the RFP or modify the RFP

PUBLIC RECORDS

Any material submitted in response to this request for proposals will become a public record and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. At all times, the City will comply with the provisions of the Florida Public Records Law.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a sealed proposal shall be deemed a representation and warranty by the Proposer that the Proposer has investigated all aspects of the RFP, that the Proposer is aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and that the Proposer has read and understands the RFP. No request for modification of the provisions of a proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition. Statistical data that may be contained in the RFP or any addenda thereto is for information purpose only.

INTERPRETATION

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements will not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents will be made in the form of a written addendum to the RFP document and will be furnished by the City of Williston. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the City may be relied upon.

RECEIPT OF ADDENDA

Proposer shall sign and return the indicated page of each addendum to the City via fax or scan and email to acknowledge receipt.

CLARIFICATIONS

All requests for explanation or clarification must be presented to the City in written form.

PERFORMANCE BOND

A Performance Bond is required from the successful Proposer within ten (10) calendar days prior to the Commencement Date. The Performance Bond must be calculated as set forth in the Franchise Agreement and in an initial amount equal to 50 percent of the Proposer's estimated annual gross revenue for the first year of the Agreement.

The Performance bond shall be executed by a surety company authorized to do business in the State of Florida. Acceptable surety companies shall be licensed to do business in Florida. Performance bonds shall contain in type or print the description of the program. Each Proposer must provide as a part of the proposal response a commitment letter from a State of Florida licensed Surety Company, as set forth in the preceding paragraphs, to provide said Performance Bond. The letter of commitment must specifically accept the Performance bond language and the amount of the Performance bond as stipulated by the City in this RFP.

INSTRUCTIONS FOR PREPARING THE PROPOSAL

PROPOSAL FORMAT

The proposal shall be typed on white paper. Pages shall be secured by staple, cerlox binding or similar closure.

Responses must be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the proposal, a response such as "no response required" or "not applicable" is acceptable.

NUMBER OF PROPOSALS

One original and seven (7) copies of the proposal shall be submitted for each of the requested RFP terms (3 and 5 years). For example, FIRM A wishes to submit a proposal. FIRM A would submit one original and seven copies sealed for the 3-year proposal and one original and seven copies sealed for the 5-year proposal. Each proposal shall be clearly marked with the term. Each proposal shall also be provided in electronic form via CD or USB memory device – Microsoft Word or Adobe Acrobat format (proposer's choice) is preferred.

ORGANIZATION OF THE PROPOSAL

The Proposal shall be organized by the following sections:

1. Cover Letter
2. General Proposer statement
3. Statement of Operational Qualifications
4. Statement of Financial Qualifications
5. Insurance Requirements
6. Exceptions to the RFP Specifications
7. Statement of Propose Work Plan
8. Cost Information

Instructions for preparing each section of the proposal shall be shown in the outline given below.

COVER LETTER

All proposals must be accompanied by a cover letter that clearly indicates the name and title as well as the mailing and email addresses, and telephone and fax numbers of the Proposer's contact person.

GENERAL PURPOSE INFORMATION

Proposers shall supply details of ownership of their companies. The following information explaining the type of organization that describes the Proposer's company must be listed.

- If the company is a corporation, list the state of incorporation, the names and address of all officers and agents, and documentation verifying the active status of the corporation
- If the company is a joint venture, list the names and addresses of all participants. If a participant is a corporation or partnership, provide information requested above for corporation or partnership as appropriate, documentation verifying authorization to bid as a joint venture.
- List of any of the proposed subcontractors and/or affiliated companies used in the normal course of business, including those involved in recycling of glass, metal, paper, plastic, Yard Trash, etc.
- A statement that the general experience and qualifications, as submitted in the proposal, are current, correct and complete.
- Resumes, lists of professional publications, and descriptions of pertinent achievements for key employees, officers, directors or partners of the firms who will be responsible for the completion of the proposed work.

STATEMENT OF OPERATION QUALIFICATIONS

Experience and General Qualifications

Proposer shall provide information demonstrating that it has the necessary experience to implement and provide comprehensive Collection Services. A description of the relevant qualifications and experience of the Proposer and key personnel shall also be provided. The following information must be included:

- A. Describe the relevant experience of the company(ies) for the last five (5) Years.
- B. Identify the manager and responsible office personnel, location of office, and telephone number where operation will be administered.
- C. List relevant technical experience of key personnel (e.g., operations Manager, general manager, etc.) and a description of their backgrounds in Collection of Solid Waste, Recyclable Materials, and Yard Trash. In particular, provide a detailed description of their previous experience with communities of similar size and scope as well as their experience in implementing a transition plan as described herein. Provide public entity references for each key individual regarding their respective experience in Collection transition planning and execution.
- D. Name four public entities presently being served by the Proposer with similar services to those being proposed in this proposal, including the name of the supervising public official, address and telephone number. If the Proposer is not presently serving four public entities, they should provide the requested information for all public entities presently being served, or previously served by the key personnel of the Proposer. The City intends to contact appropriate entities for reference.
- E. Identify instances in which the Proposer has transitioned into the role of Solid Waste Collection Service provider, supplanting another provider. Provide specific information on the size of the community(ies), number and type of accounts, and contact information for each community.

STATEMENT OF FINANCIAL QUALIFICATIONS

Financial Qualification Submittal

- A. The Proposer must provide copies of financial statements for the entity and parent company that is proposed to sign the Agreement, for the most recent year.
- B. If the entity that will sign the Agreement has been in existence less than three years, the Proposer must provide sufficient financial data to substantially satisfy the City of the Proposer's financial capability and viability.

C. Financing of the services and equipment will be the sole responsibility of the successful Proposer. Proposer must demonstrate that it can provide the required financing from either (1) internally generated funds; or, (2) commitments from external sources.

INSURANCE REQUIREMENTS

Successful Proposers shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, Proposer's performance of work or services under this Agreement. Proposer's performance of work or services shall include performance by the Proposer, his agents, representatives, employees and sub- contractors. The cost of such insurance shall be included in the Proposer's proposal. The minimum types and scope of insurance are specified in the Franchise Agreement. Proposer shall include verification of insurance such as, but not limited, to a "Declaration Page".

TRANSITION PLAN

In developing their responses to the RFP, Proposers should be aware that the City seeks to ensure minimized customer impacts resulting from a change in service agreements, including but not limited to missed Collections and Customer complaints. The Proposer shall provide a detailed transition plan specifying implementation schedules and tasks, including but not limited to the following:

- Equipment acquisition plan,
- Staff mobilization,
- Container inventory and distribution,
- Proposed route changes if any, and
- Customer complaint handling program

COLLECTION OPERATIONS PLAN

A detailed Collection operations plan that presents how Collection services will be implemented shall be provided. This should include:

- Staffing requirements
- Office and operations yard location
- The method of collection
- Additional material that the Proposer identifies as critical to a smooth transition and superior program performance.

EQUIPMENT PLAN

- Type and age of vehicle(s) to be used,
- Whether the vehicles will be leased or owned,
- Number of crew members required per vehicle and their responsibilities,
- Number of vehicles required for the program

COST INFORMATION

Proposer Cost Proposal Forms

The cost proposal forms must be completed and returned.

Annual Rate Adjustment

Proposer's rates will be adjusted in a manner as specified in the Franchise Agreement.

PROPOSAL EVALUATION PROCESS

GENERAL

The purpose of the RFP is to evaluate Proposals based on the Proposer's demonstrated ability to provide the requested service. Qualifications will be assessed by the City based upon information submitted in response to this RFP.

ACCEPTANCE AND EVALUATION OF PROPOSALS

All Proposals received by the City by the submittal date shall be distributed to and evaluated by the Proposal Evaluation Committee ("Committee"). The evaluation process is designed to lead to a ranking of Proposers which can provide the services that meet the City's needs. The criteria used to complete the Committee's evaluation will include, but not be limited to, the following:

- Likelihood of the proposed work plan resulting in reliable and efficient service, as well as a smooth transition;
- Competence and experience of proposed management and supervisory personnel;
- Past performance and experience on other similar solid waste collection services projects, including transition into a new collection services contract that resulted in minimal customer service concerns.
- Knowledge of local conditions
- Cost of the proposed services

The Committee reserves the right to consider other, relevant information, concerning a Proposer, provided such information is deemed accurate and reliable.

PRESENTATIONS/INTERVIEWS

If, as determined by the Committee, additional information is required to properly evaluate the Proposals, all or some of the Proposers may be requested to provide a presentation to the Committee,

PURCHASING POLICY

The City shall adhere to the City Purchasing Policy unless waived.

PROPOSAL FORMS

Forms on the following pages are the required forms that must be completed as part of the proposal. The questions that are not applicable should be included and marked "not applicable". The purpose of the forms contained herein is not intended in any way to limit the type, quality or quantity of data and information supplied by the Proposer. Forms not completed in full may result in disqualification.

FORM A

PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Proposer):

Principal Business
Address:

2. Principal Contact Person(s):

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

4. Provide name of partners or offices as appropriate and indicate if the individual has the authority to sign in name of Proposer.

Name	Address	Title

If a Corporation, in what state incorporated:

5. List all firms participating in this project (including designers, prime contractors, subcontractors, operators, major equipment suppliers, etc.):

Name	Address

6. Outline specific areas of responsibility for each firm listed in Question5

1.

2.

3.

7. Identify the provisions of any agreement between parties which assigns legal or financial liabilities or responsibilities:

8. If responding firm(s) are a partially or fully-owned subsidiary of another firm, or share common ownership with another firm, please identify the firms and relationships:

FORM B

STAFFING

Attach an organization chart.

The organization chart must show staffing by position, number of staff per position and organizational relationship of positions. For professional or management level staff that will be responsible for providing services, provide a detailed resume indicating the individual(s) areas of expertise and experience. Resumes must be provided in the following format; however, additional information may be provided at the option of the Proposer.

A. Name and Title

B. Project Assignment

C Name of Company with which associated

D. Years' experience with:

 This Company:

 With other similar companies:

E. Education: Degree(s)

 Year/Specialization

F. Professional References: (List a minimum of 3)

 Other relevant experience and

 qualifications

FORM C

SOLID WASTE COLLECTION VEHICLES

Complete one form for each type of Collection vehicle.

I. Manufacturer and Model

A. Cab and Chassis

B. Body

2. Number of Vehicles

3. Will the vehicles be owned, leased, or other?

4. Safety Features

5. Average MPG:

FORM D

RECYCLABLE MATERIALS COLLECTION VEHICLE

Complete one form for each type of Collection vehicle.

I. Manufacturer and Model

A. Cab and Chassis

B. Body

2. Number of Vehicles

3. Will the vehicles be owned, leased, or other?

4. Safety Features

5. Average MPG:

FORM E

YARD TRASH COLLECTION VEHICLE

Complete one form for each type of Collection vehicle.

I. Manufacturer and Model

A. Cab and Chassis

B. Body

2. Number of Vehicles

3. Will the vehicles be owned, leased, or other?

4. Safety Features

5. Average MPG

FORM F

Commercial Collection Service Containers

(attach additional sheets if necessary)

Solid Waste

1. Manufacturer and Model

A. Cab and Chassis

B. Body

2. Description and Type

3. Average Age

4. Safety Features

FORM G
COST PROPOSAL
FORMS

The Undersigned hereby certifies as follows:

That _____ have personally and carefully examined the specifications and instructions for the work to be done for The City of Williston.

That _____ have made examination of the services as applicable to the proposal, and fully understand the character of the work to be done.

That having made the necessary examination, the undersigned hereby proposes to furnish all materials, vehicles, plant, equipment and facilities, and to perform all labor and services which may be required to do said work with the time fixed and upon the terms and conditions provided in the agreement, at the service rates set forth on the cost Proposal Forms set forth below. (propose should mark out and initial Cost Proposal Forms that are not applicable)

PROPOSER

President/Partner/Owner

Secretary

Firm Name

Individual:

Partnership:

Corporation: _____

A ____ (state) Corporation

Date

FORM H

COST PROPOSAL FOR RESIDENTIAL
SERVICES

Monthly Rates Per Service Unit

A. SERVICE RATES

1. Solid Waste Collection Service \$ /Unit/Mo (weekly, manual collection)
2. Recyclables Collection Service \$ /Unit/Mo (weekly)
3. Yard Trash Collection Service \$ /Unit/Mo (weekly)
4. TOTAL SERVICE RATE (NOS.1-3) \$ /Unit/Mo

B. SUPPLEMENTAL SERVICE RATES

1. Rear-door Service for Non-handicapped \$ /Unit/Mo
2. Improperly Prepared Solid Waste \$ /Cubic Yard
3. Improperly Prepared Yard Trash \$ /Cubic Yard

FORM I

COST PROPOSAL FOR COMMERCIAL COLLECTION SERVICES

MONTHLY COMMERCIAL SOLID WASTE COLLECTION SERVICE RATES

90 GALLON CART - (SOLID WASTE COMPANY OWNED)

1 Cart Collection

(A): Disposal:

Sub-total:

Total:

Extra Pick Up: 2

Carts Collection

(A): Disposal:

Sub-total:

Total:

Extra Pick Up:

Each Additional Cart

Collection (A): Disposal:

Sub-total:

Total:

Extra Pick Up:

FORM I (CONTINUED)

NON-COMPACTED CONTAINERS - (SOLID WASTE)

One pick per week

2 Cubic Yard:	Extra Pick Up:
4 Cubic Yard:	Extra Pick Up:
6 Cubic Yard:	Extra Pick Up:
8 cubic Yard:	Extra Pick Up:

Additional Commercial Supplemental Collection Services Rates

1. Rolling Out Container (and returning it to Original location) \$
2. Opening (and closing) Doors or Gates \$
3. Locks for Containers \$ (one time)
Charge for Replacements based on cost +10%
4. Unlocking and Locking Containers
5. Moving container Location per Customer Request \$
6. Changing Out Sizes
7. Return Container After Service Was Stopped \$

FORM J

REFERENCES

The PROPOSER shall provide a minimum of three (3) references of public agencies or cities presently being served by the PROPOSER with similar services to those being proposed in this proposal. The references should include, at a minimum, the following information.

Name of Public Agency:

Address:

Phone Number;

Principal Contact Person (s):

USE PERIOD BILLING SUMMARY
 USE "BILLED" COLUMN

ACTIVE CUSTOMERS STATISTICS

DATE	CE	CO	DE	LE	RE	RO	SE	TOTAL
CC-CITY COMMERCIAL	191		29	1	104		1	326
CCH-CITY CHURCHES	30		6		2			38
CG-CITY GOVERNMENT	52		4					56
CI-CITY INDUSTRIAL			2					2
CR-CITY RESIDENTIAL	5		3		1087		4	1095
SC-SCHOOL BOARD	17		8					25
CCT-CITY TEMP COMMERCIAL	7							7
RC-RURAL COMMERCIAL		2						2
CRT-CITY TEMP RESIDENTIAL					33			33
RR-RURAL RESIDENTIAL						3		3

FOR FMEA REPORT
 COMM 373

GOVT 81

RES 1133

GRAND TOTAL		1587
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1587

Date: August 4, 2020

COUNCIL AGENDA ITEM

TOPIC: ORDINANCE # 684 FIRST READING

**REQUESTED BY: CITY OF WILLISTON PREPARED BY: ATTY FRED
KOBBERLEIN, JR.**

BACKGROUND / DESCRIPTION: AN ORDINANCE PROVIDING FOR THE PERMANENT CLOSING OF ALL THAT PORTION OF AN EASEMENT AS RECORDED IN THE OFFICIAL RECORDS BOOK 312, PAGE 103 OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA; FINDING THAT THE CLOSING OF THE EASEMENT WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE; FINDING THAT THE CLOSING OF THE EASEMENT IS IN THE BEST INTEREST OF THE CITY AND FOR THE GENERAL WELFARE OF ITS CITIZENS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION:

ATTACHMENTS:

COMMISSION ACTION:

 APPROVED

 DISAPPROVED

CITY COUNCIL ORDINANCE NO. 2020-684

AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA, PROVIDING FOR THE PERMANENT CLOSING OF ALL THAT PORTION OF AN EASEMENT AS RECORDED IN THE OFFICIAL RECORDS BOOK 312, PAGE 103 OF THE PUBLIC RECORDS OF LEVY COUNTY, FLORIDA; FINDING THAT THE CLOSING OF THE EASEMENT WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE; FINDING THAT THE CLOSING OF EASEMENT IS IN THE BEST INTEREST OF THE CITY AND FOR THE GENERAL WELFARE OF ITS CITIZENS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CITY CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston, Florida ("City") desires to close, vacate, and abandon lands consisting of a portion of a 20 foot wide utility easement described in official records book 312, page 103, of the Public Records of Levy County, Florida (hereinafter the "Vacated Property") and further identified in the *Boundary Survey* attached hereto as "Exhibit A"; and

WHEREAS, the City finds that the Vacated Property is not vital to the vehicular traffic in the downtown area of the City; and

WHEREAS, the City finds that it is proper and in the interest and welfare of the City and its citizens to close the Vacated Property; and

WHEREAS, notice has been given, prior to adoption, to all utility companies holding franchises from the City for review and comment with respect to the permanent closing of the Vacated Property.

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WILLISTON, FLORIDA, AS FOLLOWS:

Section 1. The City finds the Vacated Property to be surplus to its needs and that it is in the public interest to close and vacate the street.

Section 2. The City shall convey by Quit Claim Deed the Vacated Property to Marlen Hunter and Kellie Hunter. The Council President is authorized to execute said Quit Claim Deed.

Section 3. All ordinances or parts of ordinances in conflict herewith are and the same are hereby repealed.

Section 4. If any section, subsection, sentence, clause or phrase of this ordinance or the particular application thereof shall be held invalid by any court,

administrative agency or other body with appropriate jurisdiction, the remaining section(s), subsection(s), sentences(s), clause(s) or phrases(s) under application shall not be affected hereby.

Section 5. This ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED upon first reading this ____ day of August, 2020.

NOTICE PUBLISHED on the ____ day of _____, 2020.

PASSED AND ADOPTED on second and final reading this ____ day of _____, 2020.

CITY OF WILLISTON, FLORIDA

By: _____
Charles Goodman, President

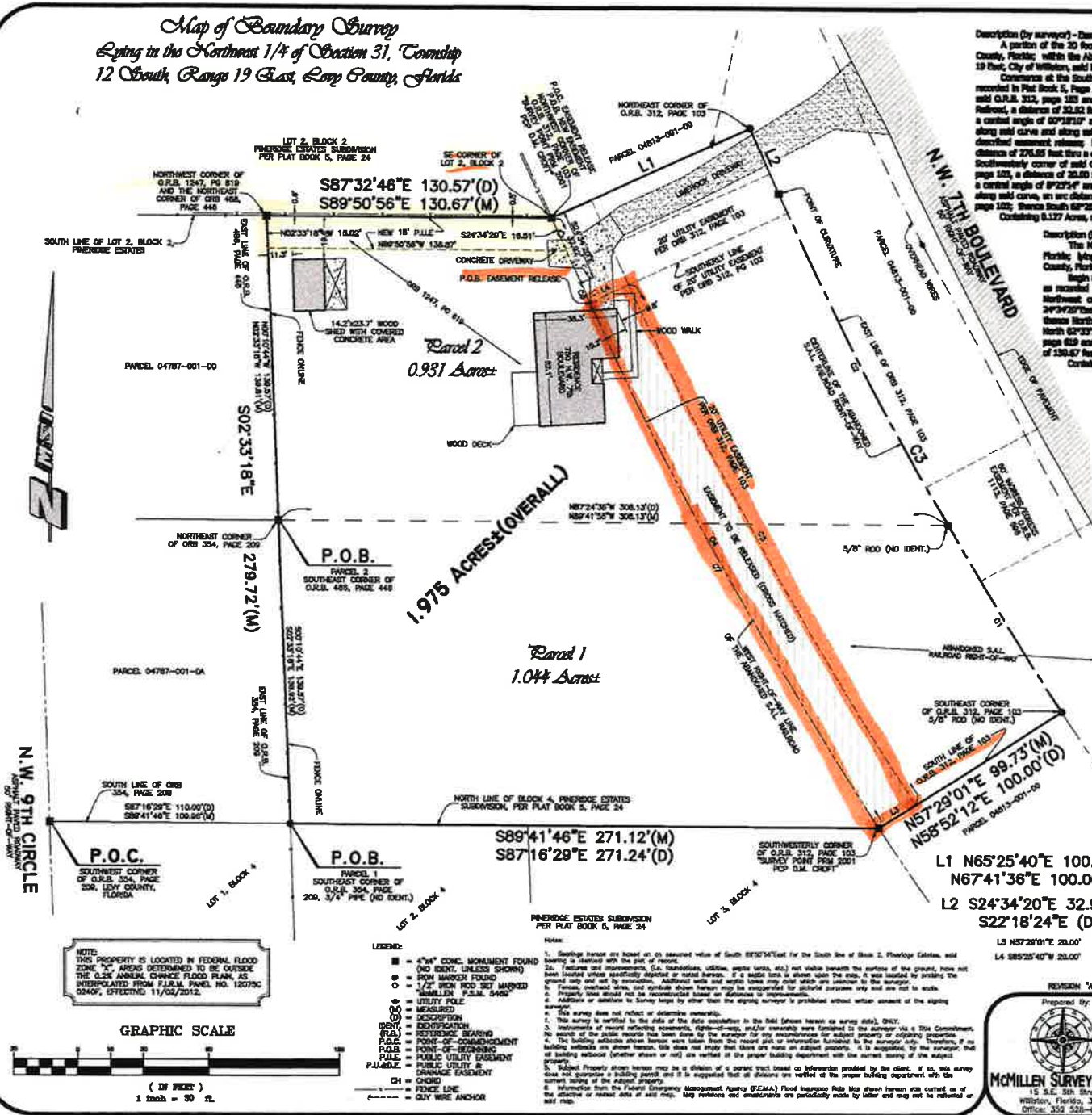
ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Latricia Wright, City Clerk

By: _____
Frederick L. Koberlein, Jr.,
City Attorney

Map of Boundary Survey
Lying in the Northwest 1/4 of Section 31, Township
12 South, Range 19 East, Levy County, Florida



Description (by surveyor) - Damaged Release
A portion of the 30 foot wide Utility Easement per lands described in O.R.L. 312, page 103, Public Records of Levy County Florida; within the Abandoned S.A.L.L. Railroad; lying in the Northwest 1/4 of Section 31, Township 12 South, Range 19 East, City of Williston, said Levy County, Florida; being more particularly described as follows:
Commence at the Southeast corner of Lot 2, Block 2, Florida Estates Subdivision, according to the plat thereof, as recorded in Plat Book 5, Page 24, said Public Records of Levy County, Florida; said Point also being the Northwest corner of said O.R.L. 312, page 103 and run thence South 2°49'00" West, along the West right-of-way line of said Abandoned S.A.L.L. Railroad, a distance of 32.62 feet to the beginning of a larger curve, continue Northerly, having a radius of 1862.85 feet, a central angle of 8°23'24" and a chord bearing and distance of South 8°23'24" West - 18.00 feet; thence Southerly, along said curve and along said West right-of-way line, an arc distance of 10.00 feet to the Point-of-Beginning of the lands described herein; thence continue Southerly, along said curve and along said West right-of-way line, an arc distance of 276.85 feet thru a central angle of 8°23'24" a chord bearing and distance of South 2°12'20" West - 276.70 feet to the Southwesterly corner of said O.R.L. 312, page 103; thence North 5°09'00" East, along the South line of said O.R.L. 312, page 103, a distance of 30.00 feet to a point on a non-tangent curve, continue Northerly, having a radius of 1872.05 feet, a central angle of 8°23'24" and a chord bearing and distance of North 2°12'20" West - 272.85 feet; thence Southerly, along said curve, an arc distance of 274.17 feet to the Southwesterly corner of a 30 foot wide Utility Easement per O.R.L. 312, page 103; thence South 82°28'40" West, along said Southwesterly line, a distance of 30.00 feet to the said Point-of-Beginning. Containing 0.127 Acres, more or less.

Description (by surveyor) - New Utility Easement
The North 15 feet of lands described in O.R.L. 1247, page 618, of the Public Records of Levy County, Florida; lying in the Northwest 1/4 of Section 31, Township 12 South, Range 19 East, City of Williston, said Levy County, Florida; being more particularly described as follows:
Begin at the Southeast corner of Lot 2, Block 2, Florida Estates Subdivision, according to the plat thereof, as recorded in Plat Book 5, Page 24, said Public Records of Levy County, Florida; said Point also being the Northwest corner of land described in O.R.L. 312, page 103, said Public Records; and run thence South 2°49'00" West, along the West right-of-way line of the Abandoned S.A.L.L. Railroad, a distance of 18.52 feet; thence North 82°28'40" West, a distance of 138.87 feet to the West line of said O.R.L. 1247, page 618; thence North 62°32'18" West, along said West line, a distance of 15.02 feet to the Northwest corner of said O.R.L. 1247, page 618 and the South line of said Lot 2, Block 2; thence South 82°28'40" East, along said South line, a distance of 138.87 feet to the said Point-of-Beginning. Containing 0.046 Acres, more or less.

Description (per easement)
PARCEL 1
A PARCEL OF LAND IN THE NW 1/4 OF SECTION 31, TOWNSHIP 12 SOUTH, RANGE 19 EAST, CITY OF WILLISTON, LEVY COUNTY, FLORIDA, BEING A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 294, PAGE 488, AND A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 312, PAGE 388 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 304, PAGE 288, PUBLIC RECORDS OF LEVY COUNTY, FLORIDA; THENCE S 89°41'46"E, ALONG THE SOUTH LINE OF LAST SAID PROPERTY, 238.57 FEET, TO THE INTERSECTION OF LAST SAID PROPERTY, AND THE POINT OF BEGINNING; THENCE CONTINUE S 89°41'46"E, ALONG THE NORTH LINE BLOCK 4 OF "FRENCH ESTATES" SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 24, 274.34 FEET, TO THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED IN O.R.L. BOOK 312, PAGE 303; THENCE N 65°25'40"E, ON A BACED, BEARING OF 60.53 FEET, TO THE SOUTHWEST CORNER OF LAST SAID PROPERTY; THENCE NORTH 65°25'40" EAST, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°23'24", A DISTANCE OF 100.05 FEET, DEPARTING SAID CURVE, RUN N 65°25'40" W, 100.05 FEET, TO THE SOUTHWEST CORNER OF SAID PROPERTY DESCRIBED IN O.R.L. BOOK 304, PAGE 288; THENCE S 89°41'46"E, ALONG THE EAST LINE OF LAST SAID PROPERTY, 138.57 FEET, TO CLOSE ON THE POINT OF BEGINNING.

PARCEL 2
A PARCEL OF LAND IN THE NW 1/4 OF SECTION 31, TOWNSHIP 12 SOUTH, RANGE 19 EAST, CITY OF WILLISTON, LEVY COUNTY, FLORIDA, BEING A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 294, PAGE 488, AND A PORTION OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 312, PAGE 388 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 304, PAGE 288, PUBLIC RECORDS OF LEVY COUNTY, FLORIDA; THENCE S 89°41'46"E, ALONG THE SOUTH LINE OF LAST SAID PROPERTY, 238.57 FEET, TO THE SOUTHWEST CORNER OF LAST SAID PROPERTY; THENCE CONTINUE S 89°41'46"E, ALONG THE NORTH LINE BLOCK 4 OF "FRENCH ESTATES" SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 24, 120.57 FEET, TO THE NORTHWEST CORNER OF THAT PROPERTY DESCRIBED IN O.R.L. BOOK 312, PAGE 303; THENCE N 65°25'40"E, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 8°23'24", A DISTANCE OF 100.05 FEET, DEPARTING SAID CURVE, RUN N 65°25'40" W, 100.05 FEET, TO THE NORTHWEST CORNER OF LAST SAID PROPERTY; THENCE S 89°41'46"E, ALONG THE EAST LINE OF LAST SAID PROPERTY, 138.57 FEET, TO CLOSE ON THE POINT OF BEGINNING.

CURVE TABLE

CURVE	INCHES	ARC	TANGENT	CENTRAL ANGLE	CHORD	CHORD BEARING
C1 (D)	1782.60	101.19	50.81	212°14'	101.19	S31°46'20"E
C2 (D)	1782.60	96.81	47.19	212°14'	96.81	S31°46'20"E
C3 (D)	1782.60	171.81	88.03	171.80	527°22'11"E	
C4 (D)	1782.60	171.87	87.34	171.87	S34°48'	
C5 (D)	1782.60	324.10	136.63	136.63	272.83	S89°00'14"E
C6 (D)	1862.60	296.00	143.70	143.70	296.00	S20°01'15"E
C7 (D)	1862.60	274.17	137.30	137.30	274.17	N62°14'50"E
C8 (D)	1862.60	10.00	3.00	0°18'10"	10.00	S26°21'48"E
C9 (D)	1862.60	276.85	138.72	138.72	276.85	S22°12'20"E

REVISION "A" - NEW UTILITY EASEMENTS & UTILITY EASEMENT RELEASE "CHECK" - S-300 - 3/31/2020

Prepared By:
McMILLEN SURVEYING, INC.
15 S.E. 20th Street
Williston, Florida, 32688
Office: 352 528-6277

Florida Professional Surveyor and Mapper License No. 121 0041
STEPHEN M. McMILLEN, P.S.M.
Professional Surveyor & Mapper

PREPARED FOR:
WILSON B. HORTON
KELLY HANCOCK
CONRARD BUCK, CHIEF ENGINEER
TODD W. TUCKER, FOREMAN
INDUSTRIAL AND URBAN DEVELOPMENT
SUN/ARMA
SUNSHINE FLORIDA, P.A.
510 REPUBLIC WAY
TILE INDUSTRY COUNTY

Sheet: 1"-30"
Proj. No. 2020-167A
Drawn: SAMM
Checked: SAMM
Date: 2020-12-20
Survey Date: 03/18/20
Page: 15

Date: August 4, 2020

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2020-38, A RESOLUTION APPROVING THE LEASE TERM EXTENSION BETWEEN TOM SUMPTER AND SHERRY SUMPTER; AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT AND IDENTIFIED AS HARDSTAND SIXTEEN; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE EXTENSION; AND PROVIDING AN EFFECTIVE DATE.

**REQUESTED BY: BENTON STEGALL
KOBBERLEIN, JR**

PREPARED BY: ATTY FRED

BACKGROUND / DESCRIPTION:

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION:

ATTACHMENTS:

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

CITY COUNCIL RESOLUTION NO. 2020-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LEASE TERM EXTENSION BETWEEN TOM SUMPTER AND SHERRY SUMPTER, AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT AND IDENTIFIED AS HARDSTAND SIXTEEN; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE EXTENSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston, Florida, ("City"), and Tom Sumpter and Sherry Sumpter, husband and wife, have mutually agreed to a lease term extension of property located at the airport and referred to as "Hardstand 16"; and

WHEREAS, Tom Sumpter and Sherry Sumpter have requested an extension of the lease term by executing the *Lease Term Extension*, a copy of which is attached hereto, for the property identified as Hardstand Sixteen (16);

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

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

Section 2. The City Council hereby approves the *Lease Term Extension* between Tom Sumpter and Sherry Sumpter and the Williston Municipal Airport and authorizes the City Council President to execute the *Lease Term Extension* on behalf of the City.

Section 3. This Resolution shall become effective immediately upon

FLK/bm
07/29/20

adoption.

PASSED AND ADOPTED a meeting of the City Council this ____ day of August, 2020.

CITY OF WILLISTON, FLORIDA

By: _____
Charles Goodman, President

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Latricia Wright, City Clerk

By: _____
Frederick L. Koberlein, Jr.
City Attorney

SUMPTER AIRPORT LEASE TERM EXTENSION

WHEREAS, on January 16, 2008, the City of Williston ("Lessor"), and Tom V. Sumpter and Sherry Sumpter ("Lessees"), agreed to the assignment assumption of rights and obligations by the Lessees of that initial lease agreement previously executed by the Lessor and World Aircraft Connection, Inc. (the "Initial Lease"); and

WHEREAS, the Lessees and Lessors executed a *Lease Term Extension and Amendment* of the Initial Lease (aka: Hardstand #16) owned by Lessor for the period of February 9, 2008 to February 8, 2013; and

WHEREAS, the Lessees and Lessor executed a *Lease Term Extension* for the period of February 9, 2013, to February 8, 2018; and

WHEREAS, Lessees now request to use a lease term extension of five (5) years and acknowledges that one (1) additional term of five (5) years and one additional term of two (2) years thereafter, for a total of seven (7) available years from this date, remain available; and

WHEREAS, Lessee and Lessor agree that Lessee has not vacated the premises since the aforementioned date of February 8, 2018, and that Lessee has remained legally obligated to Lessor for the current period, and both the Lessee and Lessor agree that any possible assertions related to a breach of the lease agreement have been waived.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lessor and the Lessee agree as follows:

1. The lease term is hereby extended for five years, retroactive to February 9, 2018 and continuing to February 8, 2023.

2. The rent has been \$2,065.80, annually, since February 9, 2018 through the present and shall be adjusted pursuant to paragraph three (3) of the Initial Lease effective February 9, 2021, exclusive of any applicable tax. Rent for each additional year shall be adjusted as provided in paragraph three (3) of the initial lease.

[Remainder of this page intentionally left blank]

3. Except for the provisions contained herein, all original terms, conditions, and covenants of the Original Lease shall remain in full force and effect.

Signed this ____day of August, 2020.

LESSEES:
TOM AND SHERRY SUMPTER

LESSOR:
CITY OF WILLISTON

BY: _____
TOM SUMPTER

BY: _____
CHARLES GOODMAN,
PRESIDENT, CITY COUNCIL

BY: _____
SHERRY SUMPTER

ATTEST:

By: _____
LATRICIA WRIGHT,
CITY CLERK

**STATE OF FLORIDA
COUNTY OF LEVY**

The foregoing instrument was acknowledged before me by means of ___physical presence or ___online notarization this ___ day of _____, 2020, by Charles Goodman, the President of the City Council of the City of Williston, and Latricia Wright the City Clerk, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

**STATE OF FLORIDA
COUNTY OF LEVY**

The foregoing instrument was acknowledged before me by means of _____physical presence or _____online notarization this _____ day of _____, 2020, by Tom Sumpter and Sherry Sumpter, who are both personally known to me or produced _____ as identification and did not take an oath.

Notary Public

Date: August 4, 2020

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2020-39, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT BETWEEN TOM SUMPTER AND SHERRY SUMPTER AND SHADOW TRAILERS, LLC; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE INSTRUMENT; AND PROVIDING AN EFFECTIVE DATE.

**REQUESTED BY: BENTON STEGALL
KOBBERLEIN, JR**

PREPARED BY: ATTY FRED

BACKGROUND / DESCRIPTION:

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION:

ATTACHMENTS:

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

CITY COUNCIL RESOLUTION NO. 2020-039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT BETWEEN TOM SUMPTER AND SHERRY SUMPTER AND SHADOW TRAILERS, LLC; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE INSTRUMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston, Florida, ("City"), and Tom Sumpter and Sherry Sumpter, husband and wife ("Sumpters"), entered into a lease agreement for the leasing of property located at the Williston Municipal Airport and referred to as Hardstand 16; and

WHEREAS, the Sumpters lease of the said property has been extended through February 8, 2023; and

WHEREAS, the Sumpters have requested of the City that the City agree to an *Assignment and Assumption of Lease Agreement*, wherein the Sumpters assign all rights and obligations to Shadow Trailers, LLC; and

WHEREAS, the City Council finds that consenting to the assignment and assumption of the lease from the Sumpters to Shadow Trailers, LLC, is in the best interests of the City and the Williston Municipal Airport.

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

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

Section 2. The City Council hereby approves the *Assignment and Assumption of Lease Agreement* between Tom Sumpter and Sherry Sumpter and Shadow Trailers, LLC, and authorizes the City Council President to execute the instrument on behalf of the City as part of said agreement.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED a meeting of the City Council this ____ day of August, 2020.

CITY OF WILLISTON, FLORIDA

By: _____
Charles Goodman, President

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Latricia Wright, City Clerk

By: _____
Frederick L. Koberlein, Jr.
City Attorney

Return to:
City of Williston, Florida
Attn: City Clerk
50 NW Main Street
Williston, Florida 32696

This instrument prepared by:
Koberlein Law Offices
855 SW Baya Drive
Lake City, FL 32025

ASSIGNMENT OF LEASE

WHEREAS, the undersigned TOM SUMPTER AND SHERRY SUMPTER, husband and wife ("ASSIGNOR"), in consideration of the sum of _____ (\$_____), in hand paid by SHADOW TRAILER, LLC, a Florida Limited Liability Company ("ASSIGNEE"), the receipt whereof is hereby acknowledged, has granted, bargained, assigned transferred and set over unto SHADOW TRAILER, LLC, that certain land lease dated February 9, 2004, wherein the CITY OF WILLISTON is the LESSOR and WORLD AIRCRAFT CONNECTION, INC., is the LESSEE, and that subsequent assignment and assumption of lease dated January 16, 2008, wherein WORLD AIRCRAFT CONNECTION, INC., was the ASSIGNOR and TOM SUMPTER AND SHERRY SUMPTER, husband and wife, were the ASSIGNEES; said land lease being subsequently extended to February 8, 2023, which land lease covers the premises located in Levy County, Florida and described more specifically in the attached *Assignment & Assumption of Lease*, attached hereto as "Exhibit A". :

ASSIGNEE hereby accepts this assignment and agrees to assume all obligations under the said lease and prior assignments and amendments.

IN WITNESS WHEREOF, the parties have executed this assignment of land lease and such is effective on the date executed by the last signing party.

ASSIGNOR:

By: _____
TOM SUMPTER

By: _____
WITNESS

PRINTED NAME

By: _____
WITNESS

PRINTED NAME

By: _____
SHERRY SUMPTER

By: _____
WITNESS

PRINTED NAME

By: _____
WITNESS

PRINTED NAME

**STATE OF FLORIDA
COUNTY OF LEVY**

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2020, by Tom Sumpter and Sherry Sumpter, who are both personally known to me or produced _____ as identification and did not take an oath.

Notary Public

(Remainder of page intentionally left blank)

ACCEPTANCE OF ASSIGNMENT

SHADOW TRAILERS, LLC, a Florida Limited Liability Company, by and through its undersigned agent, does hereby accept the foregoing Assignment and by the execution hereof does hereby agree to be bound by the terms and obligations set forth herein and the land lease executed between Lessor and Lessee.

DATED this ____ day of August, 2020.

SHADOW TRAILERS, LLC

By: _____
WITNESS

PRINTED NAME

By: _____
Debra Brindley, Authorized Agent
of Shadow Trailers, LLC, and
Trustee of the Larry R. Pruitt,
Revocable Trust

By: _____
WITNESS

PRINTED NAME

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this ____ day of _____, 2020, by Debra Brindley, Authorized Agent of Shadow Trailers, LLC, and Trustee of the Larry R. Pruitt, Revocable Trust, who is personally known to me or produced _____ as identification and did not take an oath.

Notary Public

(Remainder of page intentionally left blank)

CONSENT OF LESSOR

CITY OF WILLISTON, pursuant to Paragraph 18 of the hereinabove referenced land lease, does hereby consent to the foregoing Assignment and by the execution hereof does hereby agree to be bound by the terms and obligations set forth therein.

DATED this ____ day of August, 2020.

CITY OF WILLISTON

By: _____
WITNESS

PRINTED NAME

By: _____
CHARLES GOODMAN,

PRESIDENT, CITY COUNCIL

By: _____
WITNESS

PRINTED NAME

ATTEST:
By: _____
LATRICIA WRIGHT,
CITY CLERK

Prepared by and return to

Norm D. Fugate, Esquire
Norm D. Fugate, P.A.
248 N.W. Main Street
Post Office Box 98
Williston, Florida 32696

(Space Above This Line For Recording Date)

Assignment & Assumption of Lease

Know all men by these presents, that Andrea P. Bauman, as Disbursing Agent for World Aircraft Connection, Inc. ("ASSIGNOR"), in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid to ASSIGNOR by Tom Sumpter and Sherry Sumpter, husband and wife ("ASSIGNEE"), the receipt and sufficiency of which is hereby acknowledged, hereby sets over, conveys, assigns and transfers forever to ASSIGNEE that certain Land Lease Agreement with the City of Williston, Florida dated February 9, 2004, as same may have been amended from time to time regarding the following described land, situate, lying and being in Levy County, Florida to-wit:

PARCEL 2, REVETMENT 16:


Commence at the point of intersection of the centerline of revetment 16 and the East pavement edge of Taxiway F, then go Northeasterly along the said centerline 20 feet to the Point of Beginning; thence go in a Northwesterly direction, parallel to Taxiway F, 105 feet; thence go in a Northeasterly direction, perpendicular to Taxiway F, 210 feet; thence go in a Southeasterly direction, parallel to Taxiway F, 210 feet; thence go in a Southwesterly direction, perpendicular to Taxiway F, 210 feet; thence go in a Northwesterly direction, parallel to Taxiway F, 105 feet, to the Point of Beginning.


ASSIGNEE hereby accepts this assignment and agrees to assume all obligations under the said lease.

"ASSIGNOR" and "ASSIGNEE" shall be used for singular or plural, natural or artificial, which terms shall include the heirs, legal representatives, successors and assigns of ASSIGNOR and ASSIGNEE whenever the context so requires or admits.

Signed, sealed and delivered in our presence:


Witness Name: Michelle Pearce


Witness Name: Rafiat Mital-Acimo


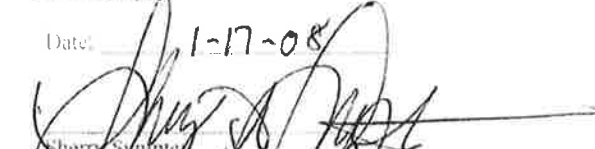
ASSIGNOR:

Andrea P. Bauman
Disbursing Agent for World Aircraft Connection, Inc.
Date: 1/16/2008


Witness Name: VERDA FOX

Witness Name: TRACIE OSTER

Witness Name: VERDA FOX

Witness Name: TRACIE OSTER

ASSIGNEE:

Tom Sumpter
Date: 1-17-08

Sherry Sumpter
Date: 1-17-08

This assignment and assumption is consented to by the undersigned Lessor:

State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 16 day of January, 2008, by Andrea P. Bauman, as Disbursing Agent for World Aircraft Connection, Inc., ASSIGNOR. She is personally known to me or has produced a driver's license as identification.

[Notary Seal]



Michelle Pearce
Notary Public

State of Florida
County of Levy

The foregoing instrument was acknowledged before me this 17 day of January, 2008, by Tom Sumpter and Sherry Sumpter, ASSIGNEE. They are personally known to me or have produced driver's licenses as identification.

[Notary Seal]

Verda Fox
Notary Public



Date: August 4, 2020

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2020-40; A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LEASE TERM EXTENSION REQUEST OF TOM SUMPTER AND SHERRY SUMPTER FOR PROPERTY IDENTIFIED AS HARDSTAND FIVE AT THE WILLISTON MUNICIPAL AIRPORT; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE INSTRUMENT; AND PROVIDING AN EFFECTIVE DATE.

**REQUESTED BY: BENTON STEGALL
KOBBERLEIN, JR**

PREPARED BY: ATTY FRED

BACKGROUND / DESCRIPTION:

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION:

ATTACHMENTS:

COMMISSION ACTION:

_____ APPROVED

_____ DISAPPROVED

CITY COUNCIL RESOLUTION NO. 2020-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LEASE TERM EXTENSION REQUEST OF TOM SUMPTER AND SHERRY SUMPTER FOR PROPERTY IDENTIFIED AS HARDSTAND FIVE AT THE WILLISTON MUNICIPAL AIRPORT; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE INSTRUMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston, Florida, ("City"), and Tom Sumpter and Sherry Sumpter, husband and wife ("Sumpters"), entered into a lease agreement for the leasing of property located at the Williston Municipal Airport and referred to as Hardstand 5; and

WHEREAS, the Sumpters have requested an extension of the lease agreement with the City and an extension is contemplated within the lease agreement.

WHEREAS, the City Council finds that extending the lease term of the lease with the Sumpters for Hardstand 5 at the Williston Municipal Airport is in the best interests of the City and the Williston Municipal Airport.

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

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

Section 2. The City Council hereby approves the *Lease Term Extension* with Tom Sumpter and Sherry Sumpter of Hardstand 5 at the Williston

FLK/bm
07/29/20

Municipal Airport and authorizes the City Council President to execute the *Lease Term Extension*, a copy of which is attached hereto, on behalf of the City.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED a meeting of the City Council this ____ day of August, 2020.

CITY OF WILLISTON, FLORIDA

By: _____
Charles Goodman, President

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Latricia Wright, City Clerk

By: _____
Frederick L. Koberlein, Jr.
City Attorney

SUMPTER AIRPORT LEASE TERM EXTENSION

WHEREAS, the City of Williston ("Lessor"), and Tom V. Sumpter, and Sherry Sumpter ("Lessees"), on May 19, 2008, did enter into a Lease Renewal & Extension for real property (aka: Hardstand #5) owned by Lessor for the period of June 1, 2008 to May 31, 2013; and

WHEREAS, an initial lease agreement was entered into for the period of January 1, 1999 through May 31, 2003, (the "Initial Lease"); and

WHEREAS, Lessees requested and Lessor granted a lease term renewal for the period from June 1, 2008 through May 31, 2013; and

WHEREAS, Lessees requested and Lessor granted a lease term extension for two (2) additional five (5) year terms, beginning June 1, 2018; and

WHEREAS, Lessees now request to use one (1) of the two (2) additional five (5) year term extensions and acknowledge that one (1) additional term of five (5) years remains available;

WHEREAS, Lessee and Lessor agree that Lessee has not vacated the premises since the aforementioned date of June 1, 2018, and the Lessee has remained legally obligated to Lessor for the current period, and both the Lessee and Lessor agree that any possible assertions related to a breach of the lease agreement have been waived.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lessor and the Lessee agree as follows:

1. The lease term is hereby extended for five years, retroactive to from June 1, 2018 and continuing to May 31, 2023.

2. The rent shall be increased, pursuant to paragraph three (3) of the Initial Lease, to \$782.39 annually, exclusive of any applicable tax. Rent for each additional year shall be adjusted as provided in paragraph three (3) of the initial lease.

3. Except for the provisions contained herein, all original terms, conditions, and covenants of the Original Lease shall remain in full force and effect.

Signed this ____ day of _____, 2020.

LESSEES:
TOM AND SHERRY SUMPTER

LESSOR:
CITY OF WILLISTON

BY: _____
TOM SUMPTER

BY: _____
CHARLES GOODMAN,
PRESIDENT, CITY COUNCIL

BY: _____
SHERRY SUMPTER

ATTEST: _____
LATRICIA WRIGHT
CITY CLERK

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 2020, by Charles Goodman, the President of the City Council of the City of Williston, and Latricia Wright the City Clerk, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2020, by Tom Sumpter and Sherry Sumpter, who are both personally known to me or produced _____ as identification and did not take an oath.

Notary Public

Date: August 4, 2020

COUNCIL AGENDA ITEM

RESOLUTION 2020-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LEASE TERM EXTENSION BETWEEN DENNIS MOELLMAN, AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT AND IDENTIFIED AS HARDSTAND TWO AND HARDSTAND THREE; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE EXTENSION; AND PROVIDING AN EFFECTIVE DATE.

**REQUESTED BY: BENTON STEGALL AIRPORT MANAGER
PREPARED BY: BENTON STEGALL AIRPORT MANAGER**

FISCAL IMPACTS: In order to continue to collect revenue for the Airport from these two leases, they must be extended. Also if not extended, it would directly impact small business at the Airport.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

CONTRACT RESOLUTION 2020-41 MAP
 LEASE OTHER DOCUMENTS

COUNCIL ACTION:

APPROVED
 DENIED

RESOLUTION NUMBER 2020-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVAL THE EXTENSION OF LEASES FOR HARDSTANDS TWO (2) AND THREE (3); AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE INSTRUMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston, Florida, ("City"), and Dennis Moellman, have mutually agreed to a lease term extension of property located at the Williston Municipal Airport and referred to as "Hardstand 2" and "Hardstand 3", and

WHEREAS, the lease of the said property has been extended through December 31, 2023 for Hardstand #2 and August 31, 2022 for Hardstand #3; and

WHEREAS, Dennis Moellman has requested extensions of the lease terms by executing the *Lease Term Extension*, a copy of which is attached hereto, for the property identified as "Hardstand 2" and "Hardstand 3"

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

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

Section 2. The City Council hereby approves the *Lease Term Extension* between Dennis Moellman and the Williston Municipal Airport and authorizes the City Council President to execute the *Lease Term Extension* on behalf of the City.

Section 3. This Resolution shall become effective immediately upon, adoption.

PASSED AND ADOPTED a meeting of the City Council this 4TH day of August, 2020.

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CITY OF WILLISTON, FLORIDA

BY: _____
Charles Goodman, City Council President

ATTEST:

APROVED AS TO FORM AND LEGALITY:

By: _____
Latricia Wright, City Clerk

By: _____
Frederick L. Koberlein, Jr., City Attorney

LEASE TERM EXTENSION

WHEREAS, the City of Williston ("Lessor"), and Dennis Moellman, ("Lessee"), on January 1, 2003 did enter into a lease agreement (the "Initial Lease") for real property, commonly known as Hardstand #2, owned by Lessor for a lease term of five (5) years; and

WHEREAS, a Lease Extension and Amendment was entered into on December 19, 2007 wherein the Lease was extended for a term of five (5) years; and

WHEREAS, Lessee now requests a lease term extension of five (5) years and acknowledges that the Initial Lease provided for five (5) additional five (5) year terms and this instant extension serves as the Third (3rd) of the five (5) renewal options, leaving two (2) additional terms of five (5) years each for a total of 10 (10) available years from the expiration of this instant extension available.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lessor and the Lessee agree as follows:

1. The lease term is hereby extended for five years, beginning January 1, 2018 through December 31, 2023.

2. The rent for the first year lease period of January 1, 2018 through December 31, 2018 shall be \$1,791.06 payable monthly in the amount of \$149.25, in advance, together with all applicable sales tax and insurance. Rent for each additional year shall be adjusted as provided in paragraph three (3) of the Initial Lease.

3. Except for the provisions contained herein, all original terms, conditions, and covenants of the Initial Lease shall remain in full force and effect.

Signed this ____ day of _____, 2020.

LESSEE:
DENNIS MOELLMAN

LESSOR:
CITY OF WILLISTON

BY: _____
DENNIS MOELLMAN

BY: _____
CHARLES GOODMAN,
PRESIDENT, CITY COUNCIL

ATTEST: _____
LATRICIA WRIGHT,
CITY CLERK

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Charles Goodman, the President of the City Council of the City of Williston, and Latricia Wright, the City Clerk, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Dennis Moellman, who is either personally known to me or produced a _____ as identification and did not take an oath.

Notary Public

LEASE TERM EXTENSION

WHEREAS, the City of Williston ("Lessor"), and Dennis Moellman, ("Lessee"), on August 1, 2012 did enter into a lease agreement (the "Initial Lease") for real property, commonly known as Hardstand #3, owned by Lessor for a lease term of five (5) years; and

WHEREAS, Lessee now requests a lease term extension of five (5) years and acknowledges that the Initial Lease provided for five (5) additional five (5) year terms and this instant extension serves as the Second (2nd) of the five (5) renewal options, leaving three (3) additional terms of five (5) years each for a total of 15 (15) available years from the expiration of this instant extension available.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Lessor and the Lessee agree as follows:

1. The lease term is hereby extended for five years, beginning August 1, 2017 through July 31, 2022.
2. The rent for the first year lease period of August 1, 2017 through August 31, 2022 shall be \$8,715.82 payable monthly in the amount of \$788.52, in advance, together with all applicable sales tax and insurance. Rent for each additional year shall be adjusted as provided in paragraph three (3) of the Initial Lease.
3. Except for the provisions contained herein, all original terms, conditions, and covenants of the Initial Lease shall remain in full force and effect.

Signed this ___ day of _____, 2020.

LESSEE:
DENNIS MOELLMAN

LESSOR:
CITY OF WILLISTON

BY: _____
DENNIS MOELLMAN

BY: _____
CHARLES GOODMAN,
PRESIDENT, CITY COUNCIL

ATTEST: _____
LATRICIA WRIGHT,
CITY CLERK

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this ___ day of _____, 2020, by Charles Goodman, the President of the City Council of the City of Williston, and Latricia Wright, the City Clerk, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Dennis Moellman, who is either personally known to me or produced a _____ as identification and did not take an oath.

Notary Public