

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

DATE: TUESDAY, JULY 20, 2021
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson
Council President Debra Jones
Vice-President Marguerite Robinson
Councilmember Michael Cox
Councilmember Darfeness Hinds
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman
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 (pp 4-28)

- Council minutes from July 6, 2021
- Resolution 2021-40: A Resolution of the City of Williston, Levy County, Florida, Authorizing City Council President to sign an agreement with Wright-Pierce to provide Engineering Service for an Infrastructure Revitalization Plan and Providing and Effective Date.
- Resolution 2021-42: A Resolution of the City Council of the City of Williston, Florida, authorizing and ratifying the appointment of Folds & Walker, LLC as City Attorney; providing for the execution of an agreement for legal services with Folds & Walker, LLC, and providing for an effective date.

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN
- COUNCIL

ITEM – 5 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: CHANGING ELECTION DATE:
SUPERVISOR OF ELECTIONS TAMMY JONES.

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- B. RESOLUTION 2021-43: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO SIGN AMENDMENT #3 TO AN AGREEMENT DATED MAY 2, 2006, BETWEEN THE CITY OF WILLISTON AND LEVY COUNTY FOR FIRE SERVICES, AND PROVIDING AN EFFECTIVE DATE. – FIRE CHIEF LAMAR STEGALL. (pp 29-36)
- C. DISCUSSION WITH POSSIBLE ACTION: APPROVING DATES FOR CHRISTMAS HOLIDAY. CITY CLERK LATRICIA WRIGHT. (pp37-39)

ITEM – 6 – PUBLIC PARTICIPATION

ITEM – 7 – ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

NEXT SCHEDULED MEETING AUGUST 3, 2021 AT 6:00 P.M.

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/UCKtI468kcNjBS2AYgOaBsRQ>

Clicking this link will enable you to see and hear the Council meeting.

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 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.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

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 6, 2021
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson
Council President Debra Jones
Vice-President Marguerite Robinson
Councilmember Michael Cox
Councilmember Darfeness Hinds
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman
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

On motion of Vice-President Robinson, seconded by Councilmember Cox and unanimously carried 5-0 by saying “Aye”, Council approved the agenda.

ITEM – 2 – PUBLIC PARTICIPATION

None

ITEM – 3 – CONSENT AGENDA - On motion of Vice-President Robinson, seconded by Councilmember Hinds and unanimously carried 5-0 by saying “Aye” Council approved the consent agenda.

- Council minutes from June 22, 2021

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- **CITY MANAGER JACKIE GORMAN** - City Manager Gorman briefed everyone on Tropical Storm Elsa and announced all County and City offices will be closed on Wednesday.
- **COUNCIL** - Mayor Robinson recognized City worker Jeff Bridges for receiving his Gas Certification.
Council President Jones told staff it was wonderful to see City vehicles in the 4th of July parade and thanked new employee Nick Thomas for helping cut the watermelons at the City booth.

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Business owner Marvin Johnson thanked whomever left the sandbags in the parking lot for the business owners to put around their door to keep rain from running into their buildings.

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- B. DISCUSSION WITH POSSIBLE ACTION: ORANGE HILL CEMETERY DUMPSTER. - Following some discussion, by unanimous consent Council agreed not to pay for garbage service at Orange Hill Cemetery.

ITEM – 5 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: CHANGING VESTING FROM TEN YEARS TO SIX YEARS FOR POLICE OFFICERS. – DEPUTY CHIEF BOVAIRD. Deputy Chief Bovaird discussed with Council the pros of changing the vesting from ten to six years for officers. One of the points Deputy Chief Bovaird stated, hiring new officers out of the academy, the vesting at 6 years would be a great incentive for someone that's young and the cost for the Actuarial would go down from 20.52% to 18.97% for the City. By unanimous consent Council approved changing the vesting and asked Deputy Chief Bovaird to bring it back to Council in a resolution.
- B. DISCUSSION WITH POSSIBLE ACTION: PREPAY GAS DISCUSSION. – KATIE HALL WITH FLORIDA GAS UTILITY: Ms. Hall discussed with the Council the perks of having Pre-Paid Gas one being a \$0.30 discount to the City. Ms. Hall also stated natural gas is much safer to use The City could go with a 5 year contract with an Exit Clause which will be no cost to the City. City Manager Gorman stated she is working on getting a grant to bring natural gas to all of Williston. After some discussion, Council directed staff to bring this back with an agreement and Resolution.
- C. DISCUSSION WITH POSSIBLE ACTION: RFP 2021-03 ATTORNEY LEGAL SERVICES. – CITY MANAGER JACKIE GORMAN. Motion was made by Councilmember Ross to appoint Blake and Norm Fugate Attorney Office for City Attorney Service. Motion failed. After some discussion, motion made by Council Vice-President Robinson to appoint Folds and Walker for City Attorney Service, seconded by Councilmember Cox. Motion carried 4-1. Council President Jones, Vice-President Robinson, Councilmember Cox and Hinds voted "Aye". Councilmember Ross voted "Nay".

PUBLIC HEARING

- D. SPECIAL EXCEPTION 2021-03: A SPECIAL EXCEPTION APPLICATION FROM NORTH FLORIDA MINI STORAGE COMPANY TO ALLOW STORAGE USE IN COMPLETELY ENCLOSED BUILDINGS IN A COMMERCIAL INTENSIVE DISTRICT) – CITY PLANNER LAURA JONES. – City Clerk swore in City Planner Jones. City Planner Jones introduced Special Exception 2021-03. City Planner Jones stated the applicant is looking to expand his business to the adjacent property he owns. Applicant will be building 5 more storage units with no impact to surrounding properties. There being no one from the public Council President Jones closed Public hearing.

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Motion was made by Councilmember Hinds to approved Special Exception 2021-03, seconded by Councilmember Cox. Motion carried 5-0 by saying "Aye".

CLOSED PUBLIC HEARING

- E. RESOLUTION 2021-40: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT WITH WRIGHT-PIERCE TO PROVIDE ENGINEERING SERVICES FOR AN INFRASTRUCTURE REVITALIZATION PLAN, AND PROVIDING AN EFFECTIVE DATE. - City Manager Jackie Gorman discussed with the Council the need for a Utility Masterplan for infrastructure and Wright-Pierce would help get this accomplished to help the City move forward with their Capital improvements. Dennis Davis said some of the infrastructures the City has have not been changed out since they were installed in 1926. Some of the discussion was the cost and how would we pay for this service. City Manager Gorman said she is looking at getting a grant to pay for the service. Council agreed that we need to upgrade our sewer and water lines. With no action taken Resolution tabled and asked to be brought back with a dollar amount for the cost of service.
- F. RESOLUTION 2021-41: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN A PROMISSORY NOTE WITH DRUMMOND COMMUNITY BANK FOR THE PURPOSE OF RENOVATING THE POLICE AND FIRE DEPARTMENT BUILDING, AND PROVIDING AN EFFECTIVE DATE. - Police Department looking to secure a \$70,000 loan for renovations to the upstairs section to add more office space and \$30,000 for Fire Department to purchase bay doors which are in much needed repair, making it a total of \$100,000 said City Manager Gorman. After little discussion a motion was made by Vice-President Robinson to approve Resolution 2021-41, seconded by Councilmember Cox. Motion carried 5-0 by saying "Aye".
- G. DISCUSSION WITH POSSIBLE ACTION: PURCHASE OF DOORS FOR THE PUBLIC WORKS BARN. - City Manager Jackie Gorman said the money from the resale of the Sawmill will be used to purchase doors for the public works barn. With little discussion a motion was made by Councilmember Hinds to approve purchasing doors for the public works barn with the money from the sale of the Sawmill, seconded by Councilmember Cox. Motion carried 5-0 by saying "Aye".
- H. PRESENTATION. - COUNCIL PRESIDENT DEBRA JONES. Council President Jones and Mayor Robinson presented Attorney Fred Koberlein with a crystal plaque and thanked him for his service and dedication to the City during his tenure and he will truly be missed. Attorney Koberlein told the Council it's been a pleasure and privilege working for the City.

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ITEM – 6 – PUBLIC PARTICIPATION – Terry Whitt with Levy Spotlight informed everyone Tropical Storm Elsa has turned into a Hurricane 1.

ITEM – 7 – ANNOUNCEMENTS –Councilmember Cox said it's nice to see people coming to Williston and fixing some of the dilapidated homes we have. Councilmember Cox was referring to a lady that had purchased a home from a Tax Deed Sale. Councilmember Hinds said she was approached by some residents asking about getting a Welcome to Williston sign on Hwy 27 East of Williston. Council President Jones told Councilmember Hinds she believe the Chamber of Commerce is looking to putting one there. City Planner Jones chimed in and said there has been discussion on putting tow gateway signs on Hwy 27.

ITEM – 8 – ADJOURNMENT – There being no further business to come before Council at this time, Councilmember Hinds moved to adjourn at 8:11 p.m. Councilmember Cox seconded. Motion carried 5-0 by saying "Aye".

NEXT SCHEDULED MEETING JULY 20, 2021 AT 6:00 P.M.

Date: July 20, 2021

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2021 -40 - A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT WITH WRIGHT-PIERCE TO PROVIDE ENGINEERING SERVICES FOR AN INFRASTRUCTURE REVITALIZATION PLAN, AND PROVIDING AN EFFECTIVE DATE.

PREPARED BY: Jackie Gorman, City Manager

BACKGROUND / DESCRIPTION:

As we move forward with our budget discussions, we need to strategize as to what is the best method for meeting the challenges we have before us. We know that we are witnessing a growth spurt, businesses and housing is coming in faster than we can provide services to them. We have antiquated utilities that need our attention, Public Works has been working feverishly in staying on task with regulatory compliance with our existing system, as well as the challenge of getting septic tanks removed for the health of our aquafer. Our streets are in desperate need attention, and we have areas of flooding that need stormwater repairs. To accomplish our goals we must include begin with a Utility Master Plan.

This next fiscal year (FY21-22) we will be focusing on staffing needs, cleaning up our Ordinances, getting all our master planning in place and securing funding for our projects. The year after will be all about construction and moving our city forward in a fiscally healthy manner.

Attached you will find Resolution 2021-40 with an attached proposal for engineering services from Wright-Pierce to prepare a Utility Master Plan for the City. This proposal specifically targets the City's infrastructure needs (water, sewer, roadway) that will be phased for construction based on need. This is exactly what the city needs for our city and its citizens to have safe and reliable infrastructure.

The airport is not included in the proposal at this time. We have applied for a Technical Assistance Grant through DEO that, if approved, will fund Passero Associates, Airport Engineering Consultant, \$36,500 to move forward with completing a Utility Master Plan for the Airport. We hope to have favorable news on this Grant within the week.

LEGAL REVIEW: Yes

FISCAL IMPACTS: \$142,600
ACCOUNT: \$30,000 FY 20/21 -301-560-060-063 -Util CIP
\$112,600 FY 21/22 – Utility CIP

Date: July 20, 2021

RECOMMENDED ACTION:

Staff recommends approval.

ATTACHMENTS:

Resolution 2021-40

Proposal for Engineering Services – Infrastructure Revitalization Plan

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2021 -40

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN AN AGREEMENT WITH WRIGHT-PIERCE TO PROVIDE ENGINEERING SERVICES FOR AN INFRASTRUCTURE REVITALIZATION PLAN, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston needs an Infrastructure Revitalization Plan for the City's water, wastewater, and roadway infrastructure, and

WHEREAS, to proceed with the project, it is necessary to enter into an Agreement with Wright-Pierce to perform these services in the amount of **\$142,600** in accordance with their standard Terms and Conditions for Engineering Services outlined in their annual Contract for Engineering Services; and

WHEREAS funding will be allocated as follows:

FY 20/21 - \$30,000 Utility CIP fund

FY 21/22 - \$112,600 Utility CIP fund

WHEREAS the City of Williston finds that it is necessary to enter into the Agreement and that it is a necessary part of moving forward with this project and authorizes the City Council President to sign said Agreement.

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 accepts the Terms and Conditions of the Proposal with Wright-Pierce as identified in the attached Exhibit A.

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

PASSED AND ADOPTED on _____, 2021.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

EXHIBIT A

601 South Lake Destiny Road, Suite 290
Maitland, FL 32751
Phone: 407.906.1776 | Fax: 407.386.7736

June 25, 2021

Ms. Jackie Gorman, City Manager
City of Williston
50 NW Main Street
Williston, FL 32696

**SUBJECT: Proposal for Engineering Services
Infrastructure Revitalization Plan**

Dear Ms. Gorman,

We appreciate the opportunity to provide you with this proposal for professional engineering services associated with the development of an Infrastructure Revitalization Plan for the City of Williston's water, wastewater, and roadway infrastructure.

SCOPE OF SERVICES

For this project, we anticipate performing the following tasks:

Task 1: Update Summary of Wastewater System Improvement Needs

Proposed wastewater improvement projects were previously identified in the City's 2013 State Revolving Fund (SRF) Facilities Plan. Many of the those proposed wastewater improvement projects remain to be completed and are referred to herein as the "Remaining SRF Projects." In addition, approximately 360 septic tanks located in or near the City should be considered for potential conversion to sewer service. Wright-Pierce (W-P) will coordinate with the City, review the 2013 SRF Facilities Plan and other applicable information/data, and develop a memorandum which does the following:

- Identifies the Remaining SRF Projects
- Updates the planning-level costs opinions associated with the Remaining SRF Project. This will be done by escalating the previous cost opinions to today's dollars.
- Identifies area in which septic-to-sewer conversion should be considered
- Presents the general concepts and planning-level cost opinions associated with the septic-to-sewer projects

W-P will electronically submit a portable document format (PDF) copy of the draft memorandum to the City for review. W-P will meet with the City to discuss its comments and agree on comments to be incorporated into the final memorandum. Subsequently, W-P will update the memorandum and electronically submit a PDF copy of the final memorandum to the City.

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Ms. Jackie Gorman, City Manager

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Task 2: Summarize Water System Improvement Needs

The City owns and operates a potable water system consisting of the Top-of-Hill, Barn, Mixon Road, and Airport Water Treatment Plants (WTPs). The water distribution system associated with the Top-of-Hill, Barn, and Mixon Road WTPs serve the majority of the City. This portion of the water system is referred to herein as the "Main Water System." The Airport WTP and water distribution system serves the Williston Airport and the adjacent Industrial Park. This portion of the water system is referred to herein as the "Airport Water System." An 8-inch diameter water main with a hydraulically operated pressure-reducing valve was previously constructed to connect the Airport Water System to the Main Water System. The hydraulically operated pressure-reducing valve allows the Airport Water System to serve as a backup water supply to the Main Water System. It should be noted that the pressure in the Airport Water System is normally higher than the pressure in the Main Water System.

The Top-of-Hill WTP primarily consists of one potable water well, a chlorine disinfection system, and one 60,000-gallon elevated storage tank (EST). The Barn WTP primarily consists of one potable water well, a chlorine disinfection system, and one 500,000-gallon standpipe (SP). The Mixon Road WTP primarily consists of one potable water well, a chlorine disinfection system, and one 30,000-gallon hydropneumatic tank (HT). The Airport WTP consists of one potable water well, a chlorine disinfection system, and two 10,000-gallon HTs.

A skeletonized hydraulic modeling effort was completed in 2007 to support the design of the Mixon Road WTP. The skeletonized hydraulic modeling effort, which primarily focused on the Barn WTP and Mixon Road WTP vicinities of the Main Water System, concluded the following:

1. Under maximum daily demand (MDD) conditions, fire flow availability was less than 500 gpm in significant portions of the City's water distribution system due to the low height of the standpipe.
2. The minimum system pressure during the peak hour demand (PHD) condition was only 4 psi above the regulatory minimum allowable system pressure requirement of 20 psi.
3. Future increases in water demand associated with connecting additional customers to the water system could potentially lead to the water system becoming out of compliance with the regulatory minimum allowable water system pressure requirement.

Additional water system challenges include the following:

- Due to the low height of the 500,000-gallon SP and the regulatory minimum allowable water system pressure requirement, a significant portion of stored water is considered unusable (potentially over half the total volume of the SP).
- As previously mentioned, the skeletonized hydraulic modeling effort primarily focused on the Barn WTP and Mixon Road WTP vicinities of the Main Water System. The low elevation of the EST at the Top-of-Hill WTP also limits fire flow and system pressure availabilities. Note: One of the reasons a hydraulically

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Ms. Jackie Gorman, City Manager

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operated pressure-reducing valve was installed in the 8-inch water main that connects the Airport Water System to the Main Water System was to avoid additional EST overflows.

- Additional water supply for fire suppression may be needed at the Airport Industrial Park to facility business development. Due to the difference in water system pressures at the point of connection between the Main Water System and the Airport Water System, the Main Water System is not currently able to convey water to the Airport Water System.
- The inability to maintain the regulatory minimum allowable water system pressure requirement can potentially lead to a moratorium on connecting additional customers to a water system until after corrective improvements are implemented.

In order to identify the water system improvement needs and properly plan for their implementation, W-P do the following:

- Develop a hydraulic model of the City's water distribution system. The model is envisioned to be developed using the following:
 - Levy County Geographic Information System (GIS) parcel data. W-P will obtain this information.
 - A GIS digital elevation model (DEM) that provides ground surface elevations throughout the City's water service areas. W-P will obtain this information.
 - Either GIS shapefiles (preferred) or AutoCAD drawings of the City's water distribution system. The City is to provide this information to W-P.
 - Available drawings (record drawings are preferred) and information related to components at the WTPs, including well pump performance curves, tank dimensions, elevations of tanks, and pump settings. The City is to provide this information to W-P.
 - Drawings, sketches, etc. that present future water system improvements that will be implemented regardless of the recommendations associated with this project. The City is to provide this information to W-P.
 - The 2019 and 2020 annual reports the City submitted to the Water Management District which presented the amounts of water sold, water flushed, and the non-revenue water. The City is to provide this information to W-P.
 - One or more Excel files that contain the 2019 and 2020 monthly operating reports (MORs) for each WTP. The City is to provide this information to W-P.
 - An Excel file containing available water system billing data/monthly usage for water system customers for up to a one-year period. The City is to provide this information to W-P. Note: Use of water system billing data/monthly usage for water system customers is proposed because the City developed a similar Excel file for the 2006 skeletonized hydraulic modeling effort, and developing a model that is based on customer demand information typically results in a more accurate model. Nevertheless, if the City believes its effort in developing an undated similar Excel file will be excessive or result in a significant schedule delay, W-P can estimate customer demands using GIS parcel data and typical water use information per customer type.

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Ms. Jackie Gorman, City Manager

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- Conduct one day of fire flow testing with the assistance of the City to obtain information needed to verify the model's hydraulic performance and, if needed, adjust the Hazen-William's C coefficient to improve the model's accuracy.
- Develop and execute the following steady-state modeling scenarios:
 - Current PDH and MDD-FF. This scenario serves to establish current baseline hydraulic performance of the City's water distribution system.
 - Projected 5-year PDH and MDD-FF Improvements.
 - Projected 10-year PDH and MDD-FF improvements.
 - Projected 15-year PDH and MDD-FF improvements.
 - Projected 20-year PDH and MDD-FF improvements.Note: W-P will estimate future water system demand with input from the City.
- Develop a memorandum which does the following:
 - Briefly summarizes the pertinent details of the modeling effort.
 - Presents proposed improvements.
 - Presents the cost opinions associated with the proposed improvements.

W-P will electronically submit a PDF copy of the draft memorandum to the City for review. W-P will meet with the City to discuss its comments and agree on comments to be incorporated into the final memorandum. Subsequently, W-P will update the memorandum and electronically submit a PDF copy of the final memorandum to the City.

Task 3: Update Summary of Roadway Improvement Needs

W-P will review documents provided by the City relating to previously proposed roadway improvement projects and discuss with the City roadway improvement projects that remain to be completed and additional roadway improvement needs. Based on this information and visual observations, W-P will develop a memorandum which does the following:

- Identifies the Roadway Improvement Projects.
- Identifies the general improvement needs (e.g., mill and resurface) for the Roadway Improvement Projects.
- Present cost opinions associated for the Roadway Improvement Project.

W-P will electronically submit a PDF copy of the draft memorandum to the City for review. W-P will meet with the City to discuss its comments and agree on comments to be incorporated into the final memorandum. Subsequently, W-P will update the memorandum and electronically submit a PDF copy of the final memorandum to the City.

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Ms. Jackie Gorman, City Manager

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Task 4: Develop an Overall Phased Implementation Plan

Economies of scale and reducing the number of times a road is repaired and neighborhoods are disturbed can often be realized by aligning the implementation timelines related to water, wastewater, and roadway improvements within areas of the City. For this reason, W-P will synthesize the water, wastewater, and roadway improvements, including costs in GIS, to develop an overall phased approach to simultaneously implement the improvements within geographical areas throughout the City. W-P will develop and electronically submit a PDF of a draft GIS map(s) of the phased implementation plan, cost opinions, and grouped priorities. Subsequently, W-P will meet with the City to discuss its comments and agree on comments to be incorporated into the final map. W-P will update the map and electronically submit a PDF copy of the final memorandum to the City. Note: The timeline for work associated with construction of the improvements will be estimated as part of Task 5.

Task 5: Develop a Capital Improvements Plan

Florida Rural Water Association (FRWA) is currently performing a rate analysis for the City that assumes a specific reinvestment rate. W-P will discuss the FRWA's rate analysis and W-P's overall phased implementation plan with the FRWA and the City to develop an understanding of the limitations associated with annually implementing the improvement projects. W-P will develop a memorandum which does the following:

- Presents an Improvements Plan that summarizes the improvement projects with costs opinions to be implemented annually.
- Presents potential funding sources available for implementation of the improvement projects.
- Estimates the range of the City's annual implementation costs based on a range of grant money available. Note: The actual number of projects to be implemented annually will be influenced by the annual availability of funding and grant money.

W-P will electronically submit a PDF copy of the draft memorandum to the City for review. W-P will meet with the City to discuss its comments and agree on comments to be incorporated into the final memorandum. Subsequently, W-P will update the memorandum and electronically submit a PDF copy of the final memorandum to the City.

Task 6: Deliver Final Presentation to City Council

W-P will prepare and deliver a final presentation to the City Council at a regular workshop. As part of this effort, W-P will discuss and coordinate the content of the presentation with City staff, develop the draft presentation, meet with the City staff to discuss its comments on the draft presentation, and agree on modifications to be incorporate into the final presentation.

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Ms. Jackie Gorman, City Manager

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PROPOSED FEE AND SCHEDULE

Based on the above, we have prepared the following fee to complete the scope of services.

Task	Fee
Task 1 – Update Summary of Wastewater System Improvement Needs	\$25,000
Task 2 – Summarize Water System Improvement Needs	\$50,000
Task 3 – Update Summary of Roadway Improvement Needs	\$25,000
Task 4 – Develop an Overall Phased Implementation Plan	\$16,500
Task 6 – Develop a Capital Implementations Plan	\$17,500
Task 7 – Deliver Final Presentation to City Council	\$8,600
TOTAL	\$142,600

The above budget includes our labor and reimbursable expenses. Fees charged by Wright-Pierce will be invoiced on a monthly basis and will be based on our standard hourly billing rates, plus non-labor expenses, which will be billed at straight cost. Additional services performed at the City's request and authorization will be billed on a time and materials basis per our standard labor rates, plus any applicable reimbursable expenses. Services will be performed in accordance with our standard Terms and Conditions for engineering agreements (Exhibit A - copy attached).

The maximum total compensation for the project shall not exceed the total compensation for the scope items above without written authorization from the client. If it becomes apparent to Wright-Pierce at any time that changes in scope or other issues impact total compensation, we will so notify the City in writing.

If this proposal is acceptable, please have an authorized agent sign below and return a copy for our files. We appreciate this opportunity to be of service to you and look forward to this opportunity to work with you on this project. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact me at 407.710.9259.

Sincerely,

WRIGHT-PIERCE



Dennis Davis, PE
Senior Client Service Manager
dennis.davis@wright-pierce.com

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Ms. Jackie Gorman, City Manager

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CITY OF WILLISTON

By: _____

Name: _____

Title: _____

Date: _____

WRIGHT-PIERCE

By: _____

Dennis Davis, PE

Senior Client Service Manager

May 21, 2021

CITY COUNCIL RESOLUTION NO. 2021-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING AND RATIFYING THE APPOINTMENT OF FOLDS & WALKER, LLC, AS CITY ATTORNEY; PROVIDING FOR THE EXECUTION OF AN AGREEMENT FOR LEGAL SERVICES WITH FOLDS & WALKER, LLC, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a vacancy currently exists in the Office of City Attorney of the City of Williston, Florida (hereinafter the "City"), resulting from the resignation of the most recently appointed City Attorney; and

WHEREAS, the City Council received proposals pursuant to a request for proposals (RFP 2021-03) for legal services and after interviews of the proposers the City Council selected the law firm of Folds & Walker, LLC, to serve as the new City Attorney; and

WHEREAS, the City Council finds that it is in the best interest of the City to memorialize the appointment of Folds & Walker, LLC, in accordance with the general terms and conditions of the agreement titled *Legal Services Agreement Between the City of Williston, Florida and Folds & Walker, LLC* (hereinafter the "Agreement"), attached hereto as "Exhibit A".

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 incorporated herein and made a part of this resolution.

Section 2. The City Council President is hereby authorized to execute

FLK/mr
07/15/2021

for and on behalf of the City the aforementioned Agreement with Folds & Walker, LLC, to serve as City Attonrey in accordance with the terms, provisions and conditions of the Agreement.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the City Council this ____ day of July 2021.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones,
Council President

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Latricia Wright, City Clerk

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

**LEGAL SERVICES AGREEMENT BETWEEN THE CITY OF WILLISTON,
FLORIDA, AND FOLDS & WALKER, LLC.**

This Agreement for Legal Services is entered into between the City of Williston, Florida (hereinafter the "City"), a municipal corporation, and Folds & Walker, LLC, a law firm authorized to practice law in the State of Florida and who have been duly appointed as the City Attorney pursuant to and in accordance with the provisions and requirements of the City Charter (hereinafter the "City Attorney" or "Folds & Walker" or "Law Firm"), and collectively with the City referred herein from time to time as the "Parties".

WITNESSETH

WHEREAS, the City Charter requires the City Council to appoint a City Attorney as it deems necessary, and the City Council may appoint assistant City Attorneys, all of whom shall act as legal advisors and provide the City, and its officers and agencies, with legal advice and services required from time to time relating to the operation of the City; and

WHEREAS, the City advertised a solicitation, RFP 2021-03, to procure a City Attorney and a proposal was received from the Law Firm, a copy of which is attached hereto as "Exhibit A"; and

WHEREAS, the City Council has appointed Folds & Walker, as City Attorney and has also appointed as assistant City Attorneys all of the Law Firm's associates. The name and address of each associate of the Law Firm who will be serving as assistant City Attorney shall be certified to and registered with the City by the City Attorney; and

WHEREAS, the Parties wish to enter into an Agreement memorializing the City and City Attorney's relationship and specifying the terms and conditions of the legal services arrangement between the Parties as more particularly set forth herein; and

WHEREAS, the Parties to this Agreement believe such a contractual Agreement will be in the best interest of the Parties as well as the citizens and residents of the City.

NOW, THEREFORE, in consideration of the mutual covenants, promises, rights, and responsibilities of the Parties hereto, the City and the City Attorney covenant and agree as follows:

TERM

1. The effective date of this Agreement shall be the ___ day of July 2021 and shall remain in full force and effect until terminated by either party as provided herein. The City Attorney recognizes and acknowledges that the City reserves the right to terminate the appointment of the City Attorney at any time for cause or no cause upon sixty (60) days' written notice to the City Attorney. The City Attorney shall have the right to resign as City Attorney upon sixty (60) days' written notice to the City. Upon the resignation of the City Attorney, the appointment of the City Attorney's associates as assistant City Attorneys shall also terminate.

2. In the event the City Attorney is terminated, the City Attorney shall be entitled to all compensation billed, and otherwise provided herein, within thirty (30) days of the effective date of termination, which shall include fees earned and expenses incurred by any assistant City Attorney and shall be paid within thirty (30) days of the effective date of his termination as City Attorney.

BILLING

1. The City agrees to compensate the City Attorney for those services rendered and included in the City Attorneys' Proposal to the City's RFP 2021-03, titled "FEE PROPOSAL", a copy of which is attached hereto as "Exhibit A" and hereby incorporated as if fully set forth herein.

2. The City agrees to compensate the City Attorney at the flat rate of \$45,000.00 per year, payable in monthly installments of \$3,750.00, for the services included within the "General Retainer Services" section of "Exhibit A".

3. Each monthly invoice shall itemize the services rendered that are outside of the scope of the General Retainer Services and identified within the "Non-Retainer Services" section of Exhibit A, by providing the nature of the services rendered, the date such service was rendered, the amount of time expended in providing the services, and identify the individual rendering the service to the City.

4. Each monthly invoice shall itemize all expenses and costs incurred and identified within the "Reimbursement of Costs" section of Exhibit A.

5. The invoice shall be due upon receipt. The City agrees to pay the bill no later than the fifteenth (15th) day of the month following the month within which the services were rendered. The City further agrees to timely pay all invoices as required by and be subject to the provisions of Section 218.73, Florida Statutes, referred to as the "Prompt Payment Law". The failure to pay any invoice for fees and costs rendered to the City in accordance with this Agreement will constitute a default by the City. In the event of default, the City consents to the City Attorney's immediate cessation of all legal services on the City's behalf and to the City Attorney's withdrawal as the City's counsel from all pending litigation.

6. The annual flat rate for legal services rendered by the City Attorney shall be increased annually effective October 1, 2022, by three percent (3%).

GENERAL

1. The City Attorney shall keep the City informed of the status of the City's matters and will send the City copies of all correspondence and pleadings related to the representation of the City, so that the City Council, City Manager, and City staff will be aware of the City's legal affairs.

2. During the course of certain City's matters, the City may be required to provide to the City Attorney documents such as tax records, expense records, bank records, deeds, etc. The City Attorney will hold the records for the City during the pendency of the City's action. The City shall not provide the City Attorney with original records unless specifically requested, in writing, to do so by the City Attorney.

3. The City Attorney shall strive to complete the City's work as expeditiously as possible at a fair and reasonable cost in accordance with the aforementioned rates.

4. In the event the City Attorney is unavailable to attend any meetings of the City, the City Attorney will designate one of the City Attorney's associates who has been appointed as an assistant City Attorney and will give sufficient prior notice to the City Manager of the designated assistant City Attorney who will be attending the meeting. At times, the City Attorney may find that outside legal services are necessary to provide the highest quality of legal services to the City, and the City Attorney and City Manager shall strive to find competent outside legal services pursuant to the City's procurement policy. Additionally, the City Attorney shall oversee all legal services provided by any outside legal service provider. If requested by the City Manager, legal fees and costs incurred by any such outside attorney shall be invoiced to the City in care of the City

Attorney, the amount of which shall be included on the City Attorney's invoice for services rendered and remitted to the outside attorney by the City Attorney.

BENEFITS

The City Attorney is an independent contractor and neither they nor any of their associates who have been appointed assistant City Attorneys shall be entitled to those benefits afforded to full-time City employees.

TERMINATION

Either party may terminate this Agreement upon providing sixty (60) days' written notice to the other party, which notice shall include the effective date of termination.

REPRESENTATION - CONFLICT OF INTEREST

1. The parties agree that the City Attorney and assistant City Attorney will not undertake future representation nor to continue the present legal representation of any person or entity in a matter adverse to the City's legal interest relating to City matters during the term of this Agreement.

2. The City Attorney agrees not to represent or provide legal services to any third-party in any matters adverse to and constitute a conflict of interest to the City. If the City Attorney becomes aware of any such conflict of interest, they will advise the City Manager and recuse themselves from any representation relating to the matter creating the conflict.

INSURANCE - PROFESSIONAL LIABILITY

The City Attorney and each assistant City Attorney shall, during the term of this Agreement, maintain professional liability insurance in a sum of no less than \$1,000,000.00, aggregate claims, and shall upon request provide a copy of the policy or certificate thereof to the City. If the City Attorney's professional liability policy covers the assistant City Attorneys, it shall not be necessary for each assistant City Attorney to maintain separate coverage.

PUBLIC RECORDS

PUBLIC RECORDS CUSTODIAN

IF THE CITY ATTORNEY OR ASSISTANT CITY ATTORNEYS HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY ATTORNEY'S OR ASSISTANT CITY ATTORNEYS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

50 NW Main Street

Williston, FL 32696

(352) 528-3060.

1. The City Attorney and each assistant City Attorney shall comply with all laws allowing the public access to public records, specifically including, but not limited to Sections 119.0701, and 119.07(1), Florida Statutes Section 24(a) of Art. I of the Florida State Constitution. Notwithstanding any other termination provision in this Agreement, the City may unilaterally cancel this Agreement for refusal by the City Attorney and each assistant City Attorney to comply with this section by not allowing public access to all documents, papers, letters, or other material made or received by the City Attorney and each assistant City Attorney in conjunction with this Agreement, unless the records are exempt. The City Attorney and each assistant City Attorney agree to comply with any requirements of law including:

A. Keep and maintain public records required by the City in order to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law. The City may be billed in accordance with the rates reflected herein for the City Attorney's or assistant City Attorney's time.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and

following termination of the Agreement if the City Attorney and each assistant City Attorney does not transfer the records to the City.

If the City Attorney and assistant City Attorneys consider any portion of any documents, data, or records submitted to the City to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution or other law, City Attorney and assistant City Attorneys must simultaneously provide the City with a separate redacted copy of the information it claims as Confidential and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Contract name and number, and shall be clearly titled "Confidential." The redacted copy should only redact those portions of material that the City- Attorney and assistant City Attorney claim are confidential, proprietary, trade secret or otherwise not subject to disclosure.

D. Upon termination of this Agreement, transfer all public records in possession of the City Attorney and assistant City Attorneys, or keep and maintain public records required by the City to perform the service. If the City- Attorney and assistant City Attorneys, transfers all public records to the City upon termination of the Agreement, the City Attorney and assistant City Attorneys, shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City Attorney and assistant City Attorneys, keep and maintain public records upon termination of the Agreement, the City Attorney and assistant City Attorneys, shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

E. Failure of the City Attorney and assistant City Attorneys, to provide the above-described public records to the City within a reasonable time may subject City Attorney and assistant City Attorneys, to penalties under 119.10, Florida Statutes, as amended.

E-VERIFY

1. As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., the City Attorney and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

A. The City Attorney shall require each of its subcontractors to provide the City Attorney with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The City Attorney shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

B. The City, City Attorney, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

C. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but the City Attorney otherwise complied, shall promptly notify the City Attorney and the City Attorney shall immediately terminate the contract with the subcontractor.

D. A termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. The City Attorney acknowledges that upon termination of this Agreement by the City for a violation of this section by the City Attorney, the City Attorney may not be awarded a public contract for at least one (1) year. The City Attorney further acknowledges that the City Attorney is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

E. The City Attorney or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. The City Attorney shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this section.

CONTROLLING LAW AND VENUE

The laws of the State of Florida shall govern the construction and interpretation of this Agreement. In the event of a dispute over terms hereof, the

parties agree that venue shall be in Levy County, Florida, and the parties agree to waive a jury trial.

ENTIRE AGREEMENT AND SEVERABILITY

1. The City and the City Attorney agree that this Agreement encompasses the Parties understanding of their relationship and contractual obligations and that any promises made by one party to the other party which are not included within this written Agreement are not binding upon the other party.

2. The Parties agree that should any portion of this Agreement and the Exhibit A conflict then the provisions of this Agreement shall be controlling.

3. The Parties agree that should any portion of this Agreement be found to be ineffective, stricken, or null and void during any dispute over this Agreement, that portion found ineffective, stricken, or null and void shall not cause the remainder of this Agreement to be held the same, and such remaining portions of this Agreement shall remain in full force and effect.

REPRESENTATIONS AND COVENANTS OF CITY ATTORNEY

The City Attorney represents and warrants the following to the City:

A. That S. Scott Walker is and each of his associates who are assistant City Attorneys are duly licensed and authorized to practice law in the State of Florida and are in good standing under the rules and regulations of The Florida Bar; and

B. That S. Scott Walker is duly admitted to practice law in both State and Federal Courts in Florida, the Northern and Middle Districts, 11th Circuit and U.S. Supreme Court.

C. That they and each of their associates who are assistant City Attorneys represent that there are no pending complaints or grievances filed against them with The Florida Bar.

[Remainder of the page has been left blank intentionally. Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ___ day of July, 2021.

CITY OF WILLISTON, FLORIDA

By: _____
Debra Jones,
Council President

ATTEST:

APPROVED AS TO FORM AND
LEGALITY:

By: _____
Latricia Wright, City Clerk

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

FOLDS & WALKER, LLC

By: _____
Stuart Scott Walker,
Managing Member

By: _____
Allison E. Folds,
Managing Member

Date: July 20, 2021

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2021-43: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO SIGN AMENDMENT #3 TO AN AGREEMENT DATED MAY 2, 2006, BETWEEN THE CITY OF WILLISTON AND LEVY COUNTY FOR FIRE SERVICES, AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: FIRE CHIEF STEGALL PREPARED BY: CITY MANAGER GORMAN

BACKGROUND / DESCRIPTION: Agreement between the City of Williston and Levy County for Fire Services

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

APPROVED

DISAPPROVED

RESOLUTION 2021 -43

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO SIGN AMENDMENT #3 TO AN AGREEMENT DATED MAY 2, 2006, BETWEEN THE CITY OF WILLISTON AND LEVY COUNTY FOR FIRE SERVICES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City of Williston entered into an Agreement with Levy County dated May 2, 2006, to provide fire protection services within a fire district designated by the County and the Levy County Fire Advisory Board as Fire District #10, and

WHEREAS, the May 2, 2006, Agreement was amended on January 16, 2007, and again on November 3, 2015, expanding the area for the City to provide fire protection; and

WHEREAS the parties desire that the City continue to provide fire protection services for Fire District #10 and the addition coverage area as provided in the initial Agreement, and that the City provide certain fire protection services for the fire district designated by the County and the4 Levy County Fire Advisory Board as Fire District #11, which is currently served by Levy County Fire Station 11; and

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 accepts the Terms and Conditions of the Amendment #3 as identified in the attached Exhibit A and authorizes the Mayor to sign the attached Amendment.

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

PASSED AND ADOPTED on _____, 2021.

CITY OF WILLISTON, FLORIDA

Jerry Robinson, Mayor
City of Williston

ATTEST: Latricia Wright
City Clerk

EXHIBIT A

AMENDMENT 3

This **AMENDMENT 3** is made and entered into this 6th day of July, 2021, by and between LEVY COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and the CITY OF WILLISTON, a political subdivision of the State of Florida (hereinafter called the "City" or "City of Williston").

WITNESSETH:

WHEREAS, the County and the City entered into an Agreement dated May 2, 2006, pursuant to which the City currently provides fire protection services within a fire district designated by the County and the Levy County Fire Advisory Board as Fire District #10 (herein "May 2, 2006 Agreement"); and

WHEREAS, the May 2, 2006 Agreement was amended by an Amendment to Agreement dated January 16, 2007, and further amended by Amendment 2 dated November 3, 2015 which Amendment 2 expanded the area for the City to provide fire protection services in the unincorporated area to include Fire District #10 plus an additional coverage area described on Exhibit "A" attached to such Amendment 2 (the May 2, 2006 Agreement, as amended by the January 16, 2007 Amendment to Agreement and the November 3, 2015 Amendment 2, are hereinafter collectively referred to as "Initial Agreement"); and

WHEREAS, in addition to fire protection services in the various fire districts, the County occasionally desires to acquire assistance from municipalities to provide fire protection services for fire districts in the County that are or have been traditionally provided fire protection services through County staff at County fire stations; and

WHEREAS, the parties desire that the City continue to provide fire protection services for Fire District #10 and the additional coverage area as provided in the Initial Agreement, and that the City provide certain fire protection services for the fire district designated by the County and the Levy County Fire Advisory Board as Fire District #11, which is currently served by Levy County Fire Station 11; and

WHEREAS, the County deems it to be in the best interest and for the health, safety and welfare of the citizens of the County to use the services of the City in furnishing fire protection services for Fire District #11 as provided in this Amendment 3, in addition to

the fire protection services currently provided by the City for Fire District #10 and the additional coverage area, as provided in the Initial Agreement; and

NOW, THEREFORE, based on the mutual covenants contained herein, the parties hereto agree as follows:

1. The parties agree that the foregoing recitals are true and correct and are incorporated in their entirety as terms and conditions of this Amendment 3 and the Initial Agreement.

2. The indicator in the opening paragraph of the May 2, 2006 Agreement that the City of Williston, a political subdivision of the State of Florida will be referred to as "City of Williston" will be amended to include the "City" as an additional reference term for the City of Williston, so that the terms "City of Williston" or "City" may be used throughout the Initial Agreement, as amended hereby, to refer to the City of Williston. Any change in reference from "City of Williston" to "City" in the changes to the Initial Agreement contained in this Amendment 3 will not be noted in stricken-through or underlined text.

3. Paragraph 1 of the Initial Agreement is hereby amended by making the existing full paragraph of Paragraph 1 being assigned a subparagraph designation of (a), and by adding subparagraphs (b) and (c) to read as follows:

(b) Beginning as of October 1, 2020, the City shall furnish to the best of its ability fire protection services to the citizens and property located within Fire District #11 at any time when Levy County Fire Station 11 is not manned by COUNTY personnel or volunteers, provided that City has received a call to provide such services from the Office of the Levy County Sheriff, Communications Division (911 dispatch) or the City Police and Fire Communications Center (such fire protection services to be provided by City for Fire District #11 will be included in the term "fire protection services" as the context indicates and may sometimes be referred to herein as the "Fire District #11 services").

(c) The City will provide all personnel and firefighting vehicles and equipment, including but not limited to bunker gear, gloves, boots, helmets, SCBA's and any other personal protective equipment, as needed or required to perform the Fire District #11 services. While providing the Fire District #11 services, the City employees and volunteers, if any, will wear uniforms of the City fire department and will comply with uniform and grooming policies of the City.

4. Paragraph 2 of the Initial Agreement is hereby amended to read as follows (additions are shown as underlined; deletions shown as ~~stricken through~~):

2. (a) For each fiscal year (October 1 through the following September 30) of the initial or any renewal term of this Agreement, the County shall pay to the City the sum allocated to the City by the County in the County's final adopted budget for the applicable fiscal year for fire protection services provided by the City in Fire District #10 and the additional coverage area in the County's final adopted budget for the applicable fiscal year. The payments for fire protection services for Fire District #10 and the additional coverage area for each fiscal year shall be paid in four equal quarterly installments, with each quarterly payment to be made after submission by the City of a satisfactory quarterly report with all required documents. The City agrees to use said funds to offset the cost of providing fire protection services to the unincorporated areas of Fire District #10 and the additional coverage area and other areas as required under automatic or mutual aid agreements, except as otherwise provided herein.

(b) In the event the amount of assessments collected by the County under the assessment program exceeds the amount of such assessments provided for in the adopted County budget for the initial term or any fiscal year, thereby causing an amendment to such County budget, this Agreement shall be automatically amended to reflect any increased amount the County allocates to the City for fire protection services for Fire District #10 and the additional coverage area in such amended budget. The County also pledges to seek additional funds from all available sources throughout the initial and any renewal term of this Agreement in order to provide additional funding to the City for its fire protection services for Fire District #10 and the additional coverage area as provided herein. In the event additional funds become available to provide to the City, the parties will enter into an amendment to this Agreement.

(c) For the annual term beginning October 1, 2020 and ending September 30, 2021, the County shall pay to the City the sum of One Hundred Seventy-Five Dollars (\$175) per call (or run) for Fire District #11 services that the City provides. Payment to the City for Fire District #11 services will continue for subsequent terms only in the event that the provisions for such services contained in this Agreement are extended by the parties. In the event the provisions for the Fire District #11 services are not extended beyond September 30, 2021, the requirements for the City to provide automatic or mutual aid contained in this Agreement will apply to the City providing any services for citizens or property in Fire District #11.

(d) The County will make payment of the \$175 per call/run for Fire District #11 services provided by the City from October 1, 2021 through July 1, 2021 by July 30, 2021, provided that the City has provided to the County a report with all call or run information and any other information or documentation required by the County for the applicable time period. The County will make payments of the \$175 per call for the Fire District #11 services provided by the City after July 1, 2021 on a monthly basis, provided that the City has provided a monthly report to the County with all applicable call or run information, including date, address and City run number for each call or run, and any other information or documentation required by the County.

5. Paragraph 5 of the Initial Agreement is hereby amended to read as follows (additions are shown as underlined; deletions shown as ~~stricken through~~):

5. Funds from payments made by the COUNTY for fire protection services for Fire District #10 and the additional coverage area that are not utilized in a quarter may be carried over to the next quarter provided the amount and total in reserve is indicated on the quarterly report. Funds from such payments may be set aside into a holding account for a specific stated purpose (for example: truck replacement), provided that such purpose is approved by the COUNTY, and, provided further, that the set aside amount and the total accumulated amount are shown on the quarterly report. Expenditure of funds from such holding account for any purpose other than the originally stated purpose must be approved in advance by the COUNTY.

6. Paragraph 6 of the Initial Agreement is hereby amended to read as follows (additions are shown as underlined; deletions shown as ~~stricken through~~):

6. The CITY shall maintain its budget information and records for its fire department in such a manner as to determine a fair and equitable estimate of the expenditures related to fire protection services provided in Fire District #10, and the additional coverage area, and Fire District #11, separate from allocations and expenditures for its fire department within its CITY limits that are not part of any of the services provided under this Agreement. In addition, in the event the City assumes the duties of another fire department within the County for providing fire protection services in a district other than Fire District #10, ~~and the additional coverage area and~~ Fire District #11, the City shall maintain the budget information and records for such other fire department in such a manner as to keep the allocations, expenditures, and records for fire protection services in such other fire district separate from the City's fire department budget, allocations, expenditures, and records.

7. Paragraph 14 of the Initial Agreement is hereby amended to read as follows (additions are shown as underlined; deletions shown as ~~stricken through~~):

14. (a) For purposes of the City providing fire protection services for Fire District #10, the The term of this Agreement shall begin on October 1, 2005, and shall expire on September 30, 2006. On October 1, 2006, and each successive October 1 thereafter, this Agreement shall renew for additional annual terms, unless otherwise terminated in accordance with this paragraph. For purposes of the City providing fire protection services for the additional coverage area, those fire protection services will be considered as added for the annual term beginning on October 1, 2015, and will continue with each successive annual renewal of the term provided in this paragraph 14(a).

(b) For purposes of the City providing Fire District #11, the term of the requirement for the City to provide such Fire District #11 services in accordance with paragraph 2(c) hereof and the County's payment therefor in accordance with paragraph 2(d) hereof shall begin on October 1, 2020, and shall expire on September 30, 2021. This term provided in this paragraph 14(b) may be extended for successive six-month terms upon the mutual written agreement by both parties. The County Coordinator will have the authority to agree to six-month extensions on behalf of the County; the City Manager will have the authority to agree to six-month extensions on behalf of the City. In the event there are no extensions pursuant to this paragraph 14(b), then the obligations of the City to provide automatic or mutual aid pursuant to this Agreement will apply.

(c) Either party may terminate this Agreement prior to the expiration of the then applicable annual term upon thirty (30) days' written notice to the other party of the intent to terminate. The party providing notice will include reference to whether the intent to terminate applies to the annual term provided in paragraph 14(a), or the term provided in paragraph 14(b), or both.

8. A new Paragraph 23 will be added to the Initial Agreement to read as follows:

23. The CITY will comply with all requirements allowed by law which are related to public records imposed upon a contractor (as that term is defined in Section 119.0701(1)(a), Florida Statutes) pursuant to section 119.0701, Florida Statutes.

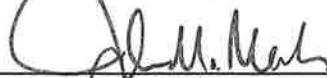
IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218
EMAIL: LEVYBOCC@LEVYCOUNTY.ORG
MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

IN WITNESS WHEREOF, we have hereunto set our hands and seals as of the dates indicated below each party's signature.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA



John Meeks, Chairman

Date: 7/6/2021

ATTEST: CLERK OF THE CIRCUIT COURT AND EX OFFICIO CLERK TO THE BOARD

Chanda Jordan, Deputy Clerk
for Danny J. Shipp, Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Anne Bast Brown, County Attorney

CITY OF WILLISTON

Jerry Robinson, Mayor

Date: _____

ATTEST:

Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Frederick Koberlein, City Attorney

Date: July 20, 2021

COUNCIL AGENDA ITEM

TOPIC: DISCUSSION WITH POSSIBLE ACTION: APPROVE DECEMBER 27, 2021 AS CHRISTMAS HOLIDAY.

REQUESTED BY: LATRICIA WRIGHT

PREPARED BY: LATRICIA WRIGHT

BACKGROUND / DESCRIPTION: The City always have the date before Christmas and Christmas day off. This year Christmas falls on a Saturday and per our Collective Bargaining Agreement Section 12.5 Holidays occurring on Saturday shall be observed on Friday. Holidays occurring on Sunday shall be observed on Monday. I am requesting Christmas day be observed on Monday December 27, 2021.

LEGAL REVIEW:

FISCAL IMPACTS: None.

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

APPROVED

DISAPPROVED

DECEMBER

2021

Subtitle

Title



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24 Christmas Eve	25 Christmas Day
26	27 Looking to schedule this day as a Holiday	28	29	30	31	



CITY OF
WILLISTON
FLORIDA

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

HOLIDAY SCHEDULE 2021-22

Veterans Day	Thursday November 11, 2021
Thanksgiving Day	Thursday, November 25, 2021
Day After Thanksgiving	Friday, November 26, 2021
Day Before Christmas	Friday, December 24, 2021
Christmas Day	Monday, December 27, 2021
News Years Day	Monday, January 3, 2022
Martin Luther King Day	Monday, January 17, 2022
Presidents Day	Monday, February 21, 2022
Good Friday	Friday, April 15, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022

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 – DEBRA JONES
Vice President – MARGUERITE ROBINSON
Council members / MICHAEL COX – DARFENESS HINDS – ELIHU ROSS
City Manager – JACKIE GORMAN / City Clerk – LATRICIA WRIGHT