

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

DATE: TUESDAY, JANUARY 18, 2022
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 Scott Walker
City Clerk Latricia Wright
Attorney Kiersten Ballou

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 4-8)

- Council minutes from January 4, 2022
- Resolution 2022-05: A Resolution of the City Council of the City of Williston, Florida, approving proposed rates for the City Broadband Internet Utility, "COWLINK".

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN
- COUNCIL
- PLANNING AND ZONING

ITEM – 5 – NEW BUSINESS –

PUBLIC HEARING

- A. 1ST READING ORDINANCE 2022-693: AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WILLISTON, FLORIDA, MODIFYING THE FLORIDA MUNICIPAL PENSION TRUST FUND DEFINED BENEFIT PLAN AND TRUST ADOPTION AGREEMENT FOR THE CITY OF WILLISTON POLICE OFFICERS FROM TEN YEARS REQUIRED PRIOR TO VESTING TO SIX YEARS REQUIRED

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

PRIOR TO VESTING; AUTHORIZING THE APPROPRIATE; INDIVIDUALS TO EXECUTE DOCUMENTS FACILITATING AMENDMENT; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE. DEPUTY CHIEF TERRY BOVIARD AND ATTORNEY KIERSTEN BALLOU. (pp 9-20)

CLOSE PUBLIC HEARING

- B. DISCUSSION WITH POSSIBLE ACTION: SEWER SERVICES. CAMMERON SMITH.
- C. DISCUSSION WITH POSSIBLE ACTION: TEMPORARY USE PERMIT FOR A GUN SHOW; PATRICK WALSH, AIRSIGN GROUP, LLC PROPERTY. CITY PLANNER LAURA JONES. (pp 21-23)
- D. RESOLUTION 2022-04: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE CITY TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN FOR THE ALLOCATION AND USE OF OPIOID LITIGATION SETTLEMENT PROCEEDS; APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING; AUTHORIZING THE COUNCIL PRESIDENT AND CITY CLERK AS ATTESTING WITNESS, ON BEHALF OF THE CITY TO EXECUTE THE MEMORANDUM OF UNDERSTANDING, ANY FORMAL IMPLEMENTING AGREEMENT AND ANY OTHER NECESSARY AND CUSTOMARY DOCUMENTS IN FURTHERANCE HEREOF; AND PROVIDING AN EFFECTIVE DATE. ATTORNEY KIERSTEN BALLOU. (pp 24-35)
- E. RESOLUTION 2022-06: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPOINTING TERM DATES FOR MEMBERS OF THE GENERAL EMPLOYEE PENSION AND CHAPTER 185 PENSION BOARD; AND PROVIDING AN EFFECTIVE DATE. COUNCIL PRESIDENT DEBRA JONES. (pp 36-38)
- F. DISCUSSION WITH POSSIBLE ACTION CHARTER REVIEW COMMITTEE: ATTORNEY KIERSTEN BALLOU.
- G. DISCUSSION WITH POSSIBLE ACTION: RFP RESULTS FOR AIRPORT ENGINEERING SERVICES. AIRPORT MANAGER BENTON STEGALL.
- H. DISCUSSION WITH POSSIBLE ACTION: CITY MANAGER PAY INCREASE. COUNCIL PRESIDENT DEBRA JONES. (pp 39-45)
- I. DISCUSSION WITH POSSIBLE ACTION: REVIEW CITY CLERK EVALUATION. HR DIRECTOR DEANNA NELSON AND COUNCIL PRESIDENT DEBRA JONES. (pp 46-55)

ITEM – 6 – PUBLIC PARTICIPATION

ITEM - 7 - ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

NEXT SCHEDULED COUNCIL MEETING FEBRUARY 8, 2022 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/UCKt1468kcNjBS2AYgOaBsRQ>

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.

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, JANUARY 4, 2022
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 Scott Walker
City Clerk Latricia Wright
Attorney Kiersten Ballou

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and Pledge of Allegiance led by Mayor Robinson.

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

City Clerk Wright, mentioned Item 6F is a duplicated and asked to have it removed. Council President Jones stated Item 6A should be Eagles Vistas not Vista Eagles, LLC. Vice-President Robinson moved to approve agenda as corrected. Councilmember Cox seconded. Motion carried 5-0 by saying “Aye”.

ITEM – 2 – MAYOR’S STUDENT OF THE MONTH

Mayor Robinson presented awards to Kierra Andrews Williston/Middle High School, Kyrin Penny 8th grade at Vision Christian Academy, Alivia Westbrook 5th grade, Williston Elementary School and Kyan Smith, Kindergarten, Joyce Bullock Elementary.

ITEM – 3 – PUBLIC PARTICIPATION

ITEM – 4 – CONSENT AGENDA –

- Council minutes from December 7, 2021 – Councilmember Hinds moved to approve Consent agenda. Councilmember Cox seconded. Motion carried 5-0 by saying “Aye”.

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN – City Manager discussed the new marketing brochure with Council, and asked if anyone had any changes, they would like to see added to please let her know by next Council meeting.
- COUNCIL - Councilmember Hinds asked for updates on 11th street. Fire Chef Stegall discussed email he received on how to track Bill 3019 for the Williston Safety complex. The bill is for 5 million dollars.

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B. DISCUSSION WITH POSSIBLE ACTION: CITY CLERK EVALUATION- HR. DIRECTOR DEANNA NELSON.

HR Director Nelson discussed the City Clerk's evaluation and asked Council to review it and if they see any changes to please let her know by next meeting.

ITEM – 6 – NEW BUSINESS –

A. BEVERLY BERRY DISCUSSION ABOUT EAGLE VISTAS, LLC. – Mrs. Beverly Berry discussed with Council what Eagle Vistas company is all about. Mrs. Berry said it's a company she started 14 years ago. The company train pilots some with experience others with no experience at all to crop dust agriculture areas. Some of the pilots will stay in Williston 6 months to a year and she's looking for rental properties so she can house them. Council President Jones said they will try and help her find housing.

B. RESOLUTION 2022-01: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA AMENDING THE BY-LAWS OF THE WILLISTON COMMUNITY REDEVELOPMENT AGENCY (CRA); AMENDING THE BY-LAWS AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. -City Planner Jones review the by-laws with Council and explained one of the changes the CRA wanted was the definition for "excused absent", which can mean if a member has an emergency, they can have an unexcused absent, but they cannot have 3 absents within a year with no contact. After little discussion Vice-President Robinson moved to approve Resolution 2022-01. Councilmember Hinds seconded. Motion carried 5-0 by saying "Aye".

C. RESOLUTION 2022-02: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE STATE OF FLORIDA HAZARD MITIGATION GRANT PROGRAM (HMGP) AND AUTHORIZING ACCEPTANCE AND EXECUTION OF THE GRANT, IF AWARDED. CITY PLANNER LAURA JONES. - City Planner discussed with Council she has applied for a grant for the City and the grant calls for someone to be in house to sign all the grant forms and they suggested that the City Manager be the designated person, if she happens to leave, then the designator changes to the current person in position at that time. After some discussion Vice-President Robinson moved to approve Resolution 2022-02. Councilmember Cox seconded. Motion carried 5-0 by saying "Aye".

D. DISCUSSION WITH POSSIBLE ACTION: NOWLAND/HOWARD RE-PLAT. CITY PLANNER LAURA JONES. – City Planner Jones discussed with Council the property involved encroached on another property and the property owners have agreed to have it re-platted to have a clear title. Councilmember Hinds moved to approved replat as stated. Vice-President Robinson seconded. Motion carried 5-0 by saying "Aye".

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- E. RESOLUTION 2022-03: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA APPROVING A SEAL BID AUCTION FOR SURPLUS PROPERTY OF VEHICLE 151. CHIEF DENNIS STROW. - Chief Strow discussed with Council this vehicle was involved in a traffic crash and would like to sell it and have the funds put back into the police department budget. With little discussion Vice-President Robinson moved to approve Resolution 2022-03. Councilmember Cox seconded. Motion carried 5-0 by saying "Aye".
- F. CITY MANAGER EVALUATION. COUNCIL PRESIDENT DEBRA JONES. - Council President Jones reviewed the evaluation with Council and said overall the City Manager received a very good evaluation, her achievement included establishing an HR Director position, Public Works Manager position was filled, secured a Stormwater Management Grant, and got a handle on financial expenditures. Mayor Robinson question if his evaluation was included, HR Director replied no. Council asked to have Mayor's comments included. After some discussion President Jones asked to bring back to next meeting for salary increase recommendations.
- G. DISCUSSION WITH POSSIBLE ACTION: COWLINK RATES. IT MANAGER AARON MILLS. - IT Manager Mills reviewed Cowlink rates with Council, explaining there will be a service agreement with residents that apply and there will be taxes based on location. Council President Jones asked to bring a Resolution back to next meeting for rates. After some discussion Councilmember Cox moved to approve the rates for COWLink. Vice-President Robinson seconded. Motion carried 5-0 by saying "Aye".

ITEM – 7 – PUBLIC PARTICIPATION – Jackie Applling thanked everyone that came out for "Movie in the Park" at Cornelius Williams Park in December.

ITEM - 8 – ANNOUNCEMENTS Vice-President Robinson wanted to know why all the bay doors at the Fire Department are different colors. Fire Chief Stegall explained when some of the doors were replaced, they came in, in different color. Councilmember Cox told Council he did a "Ride-a-long" with Stg. Rolls and he learned a lot of different things he was unaware of and recommend if you have not been on one you should. Mr. Albert Fuller thanked officer Hunter Duke for the toys he gave out at the "Movie in the Park". Chief Strow replied that Officer Duke parents brought \$800 dollars' worth of toys to give out to the kids. Chief Strow also mentioned that Santa went through town on a 3-hour ride and gave out toys to the kids and it was a great 3 hours spent in the rain.

ITEM – 9 – ADJOURNMENT – With no future business, Vice-President Robinson moved to adjourn. Councilmember Hinds seconded. Motion carried 5-0 by saying "Aye".

NEXT MEETING FEBRUARY 8, 2022 AT 6:00 P.M.

CITY COUNCIL RESOLUTION 2022-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING PROPOSED RATES FOR THE CITY BROADBAND INTERNET UTILITY, "COWLINK".

WHEREAS, the City of Williston has created a new utility to provide broadband internet services, and

WHEREAS, the Information Technologies Director has created a rate plan presenting two (2) options, and

WHEREAS, the proposed rates are as follows:

Basic 10 Mbps down / 5 Mbps up at \$20 per month;
General 25 Mbps down / 25 Mbps up at \$35 per month;

Refundable Deposit on CPE Equipment \$100;

If we provide a managed router that we manage and maintain;

HAP Mini provides 2 Ethernet ports, and 2.4 GHZ Wi-Fi at \$5 per month with a refundable deposit of \$40;

HAP II provides 4 Ethernet ports, 2.4 GHZ and 5 GHZ Wi-Fi at \$10 per month; with a refundable deposit of \$80

Sight survey, and basic installation will have no charge. Additional charges may accrue if additional materials and labor are needed.

Appropriate state, county, and city telecommunication taxes will also be applied.

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

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

Section 2. The City Council hereby approves the proposed rates for the broadband internet utility.

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

PASSED AND ADOPTED at a meeting of the City Council this 18th day of January, 2022.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

Date: January 18, 2022

COUNCIL AGENDA ITEM

TOPIC: 1ST READING OF ORDINANCE 2022-693: AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WILLISTON, FLORIDA, MODIFYING THE FLORIDA MUNICIPAL PENSION TRUST FUND DEFINED BENEFIT PLAN AND TRUST ADOPTION AGREEMENT FOR THE CITY OF WILLISTON POLICE OFFICERS FROM TEN YEARS REQUIRED PRIOR TO VESTING TO SIX YEARS REQUIRED PRIOR TO VESTING; AUTHORIZING APPROPRIATE INDIVIDUALS TO EXECUTE DOCUMENTS FACILITATING AMENDMENT; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: POLICE PENSION CHAPTER 185

PREPARED BY: ATTORNEY KIERSTEN BALLOU

BACKGROUND / DESCRIPTION: CHANGE VESTING FROM 10 YEARS TO 6 YEARS FOR POLICE OFFICERS.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**

ORDINANCE NUMBER 2022-693

AN ORDINANCE OF THE CITY COMMISSION FOR THE CITY OF WILLISTON, FLORIDA, MODIFYING THE FLORIDA MUNICIPAL PENSION TRUST FUND DEFINED BENEFIT PLAN AND TRUST ADOPTION AGREEMENT FOR THE CITY OF WILLISTON POLICE OFFICERS FROM TEN YEARS REQUIRED PRIOR TO VESTING TO SIX YEARS REQUIRED PRIOR TO VESTING; AUTHORIZING APPROPRIATE INDIVIDUALS TO EXECUTE DOCUMENTS FACILITATING AMENDMENT; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 9, 2014, the City adopted the current Florida Municipal Pension Trust Fund Defined Benefit Plan and Trust as the Retirement Plan and Trust for the Police Officers of the City of Williston ("Adoption Agreement"); and

WHEREAS, the City has agreed to amend the Adoption Agreement for those employees who should qualify as participants; and

WHEREAS, it is in the best interest of the City that the City Council approve the amended Adoption Agreement administered by the Florida League of Cities; and

WHEREAS, the City Council President is the appropriate individual to execute any such documentation required to make such amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF WILLISTON, FLORIDA:

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

Section 2. The City Council President is hereby authorized to execute any such documentation required to make such amendment.

Section 3. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Williston, Florida; that the sections of this ordinance may be renumbered or re-lettered and that the word "ordinance" may be changed to "section", "article" or other appropriate designation to accomplish such intention.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are, to the extent they conflict with this ordinance, repealed.

Section 5. This ordinance shall become effective upon its passage.

Section 6. Should the provisions of this ordinance be declared to be severable and if any section, sentence, clause or phrase of this ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this ordinance shall remain notwithstanding the

invalidity of any part.

PASSED this ____ day of _____ 2022, on the first reading by a vote of _____.

PASSED AND ADOPTED this ____ day of _____ 2022, on second reading by a vote of _____.

Attest:

CITY COUNCIL OF THE
CITY OF WILLISTON, FLORIDA

Latricia Wright, City Clerk

Debra Jones, Council President

Approved as to legal form and content:

S. Scott Walker, City Attorney

**FLORIDA MUNICIPAL PENSION TRUST FUND
DEFINED BENEFIT PLAN AND TRUST**

ADOPTION AGREEMENT

The undersigned employer adopts the Florida Municipal Pension Trust Fund Defined Benefit Plan and Trust for those Employees who shall qualify as Participants hereunder, to be known as the Retirement Plan and Trust for the Police Officers of the City of Williston.

It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

EMPLOYER INFORMATION

Employer: City of Williston

Contact Name and Title: Latricia Wright, City Clerk

Address: P.O. Drawer 160
Williston, FL 32696

Telephone: (352) 528-3060

NAME AND ADDRESS OF TRUSTEE:

Florida Municipal Pension Trust Fund
301 South Bronough, P.O. Box 1757
Tallahassee, FL 32302-1757
TEL: (850) 222-9684 Fax: (850)222-3806

LOCATION OF EMPLOYER'S PRINCIPAL OFFICE:

The Employer is located in the State of Florida
and This Trust shall be enforced and construed
under the laws of the State of Florida.

EMPLOYER FISCAL YEAR:

Twelve months commencing on October 1st and
ending on September 30th.

Retirement Plan and Trust for the Police Officers of the City of Williston
ADOPTION AGREEMENT

A. PLAN INFORMATION

This Adoption Agreement shall establish a new Plan and Trust with the following provisions:

- A1) Effective Date:**
Effective Date: October ____, 2021
- A2) Plan Year (12 consecutive month period):**
Beginning October ____ and Ending September 30
- A3) Plan Anniversary Date (Annual Valuation Date):**
October ____
- A4) Name of Plan Administrator:**
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, Florida 32302-1757
Tel: (850) 222-9684 Fax: (850) 222-3806
- A5) Florida Municipal Pension Trust Fund I.D. Number:**
59-2961075
- A6) Plan's Agent for Legal Process:**
Folds & Walker
S. Scott Walker, Esq.
Gainesville, FL
(352) 372-1282

B. PLAN

The Plan represents the full-time Police Officers of the City of Williston.

C. ELIGIBILITY

Police Officers shall become participants in the plan immediately when hired.

D. SALARY

Means the fixed monthly compensation paid by the employer for a plan year including vacation pay, sick pay, and overtime and excluding bonuses, lump sum payments and all other extraordinary compensation. For service earned on or after the "effective date" (July 1, 2011, for non-collectively bargained service; or the date of entry into the first collective bargaining agreement (CBA) entered into on or after July 1, 2011, for collectively bargained service), the plan may include up to 300 hours per year of overtime compensation, as specified in the plan or CBA, but may not include any payments for accrued unused sick or annual leave in the retirement calculation. Payments for overtime greater than 300 hours per year or accrued unused annual or sick leave accrued with service earned before the "effective date" may still be included in compensation for

Retirement Plan and Trust for the Police Officers of the City of Williston
ADOPTION AGREEMENT

pension purposes, as provided in the plan document or CBA, even if the payment is not actually made until on or after the "effective date".

E. CREDITED SERVICE

Total number of years and fractional parts of years of service in measured from date of employment.

F. FINAL MONTHLY COMPENSATION

One-twelfth of the highest average earnings during the five (5) best years of creditable service out of the last ten (10) prior to separation as an active member or the career average, whichever is greater.

G. BENEFIT AMOUNTS AND ELIGIBILITY (Section 6)

G1) Normal Retirement Date (Section 6.01):

A member's normal retirement date shall be the first day of the month coincident with, or next following attainment of age fifty-five (55) and six (6) years of service, age fifty-two (52) and twenty-five (25) years of service or the attainment of thirty (30) years of credited service regardless of age.

Members, who had completed ten (10) full years of service and were fully vested at the time of transfer from the General Employee plan to the Police Officer plan on October 1, 2004, are deemed fully vested in this plan. These members normal retirement date shall in accordance with their normal retirement date as determined under the previous plan.

G2) Normal Retirement Benefit (Section 6.02):

The monthly retirement benefit shall be equal to the number of years of credited service multiplied by three percent (3%) and multiplied by average final monthly compensation.

G3) Early Retirement Date (Section 6.03):

A member may retire on his early retirement date which shall be the first day of any month coincident with or next following the later of the attainment of age fifty (50) and the completion of six (6) years of credited service.

G4) Early Retirement Benefit (Section 6.04):

The amount of the accrued benefit will be reduced by three per cent (3%) for each year before the normal retirement date.

H. DISABILITY BENEFITS (Section 8)

H1) Disability Benefits In-the-Line-of-Duty:

A member determined to be totally and permanently disabled from service connected injury or disease and unable to perform the duties of a Police Officer will receive a monthly benefit equal to their accrued normal retirement benefit, but shall not be less than 42% of their average monthly compensation.

Retirement Plan and Trust for the Police Officers of the City of Williston
ADOPTION AGREEMENT

H2) Disability Benefits Off-Duty:

A member determined to be totally and permanently disabled from a non-service connected injury or disease and unable to perform the duties of a Police Officer must have completed at least six (6) years of service. A member determined to be totally and permanently disabled from a non-service connected injury or disease and who has completed the required years of service will receive a monthly benefit equal to their accrued normal retirement benefit, but shall not be less than 25% of their average monthly compensation.

I. DEATH BENEFITS

I1) Death Prior to Vesting - In-Line-Of-Duty:

If a member dies prior to retirement in-the-line-of-duty, and he is not vested, his beneficiary shall receive a refund of one hundred percent (100%) of the member's accumulated contributions.

I2) Death After Vesting - In-Line-Of-Duty:

If a member dies prior to retirement in-the-line-of-duty, and he is vested, having completed the required years of credited service, his beneficiary shall receive the benefits otherwise payable to the member at the member's early or normal retirement date payable as a life and ten (10) year certain benefit.

I3) Death Prior to Vesting - Off -Duty:

If a member dies prior to retirement other than in-the-line-of- duty, but he is not vested, his beneficiary shall receive a refund of one hundred percent (100%) of the member's accumulated contributions.

I4) Death After Vesting - Off-Duty:

If a member dies prior to retirement other than in-the-line-of-duty, but he is vested, having completed the required years of credited service, his beneficiary shall receive the benefits otherwise payable to the member at the member's early or normal retirement date payable as a life and ten (10) year certain benefit.

J. TERMINATION OF EMPLOYMENT AND VESTING

If a member's employment is terminated either voluntarily or involuntary and the member has less than six (6) years of credited service upon termination the member shall be entitled to a refund of the money he has contributed with interest at a rate of five percent (5%) per annum, compounded annually, or the member may leave it deposited with the Fund.

If the member has six (6) or more years of credited service upon termination the member shall be entitled to their accrued monthly retirement benefit, starting at the member's otherwise normal or early retirement date, provided he does not elect to withdraw his contributions and provided he survives to his normal or early retirement date.

K. EMPLOYEE CONTRIBUTIONS (Section 5.01):

Retirement Plan and Trust for the Police Officers of the City of Williston
ADOPTION AGREEMENT

Members of the Plan shall be required to make regular contributions to the Fund in the amount of five percent (5%) on a pre-tax basis.

L. COST OF LIVING ADJUSTMENT

Not applicable unless otherwise stated.

M. DEFERRED RETIREMENT OPTION PROGRAM-“DROP”

I. ELIGIBILITY.

A participant who reaches the normal retirement date as a Police Officer for the City of Williston and is a member of the City of Williston Police Officers' Pension Plan may enter into a Deferred Retirement Option Plan ("DROP") on the first day of the month following the attainment of normal retirement date as defined in the Plan Adoption Agreement. Participants who attained their normal retirement date prior to the enactment of the "DROP" shall be afforded the option of participating immediately or retroactively to the date that they actually attained their normal retirement date. This option must be exercised no later than (60) days after the Board provided notice of this option to the affected employee.

II. WRITTEN ELECTION.

An eligible participant electing to participate in the "DROP" must complete and execute the proper forms supplied by the plan and a resignation of employment.

Election into the "DROP" is irrevocable once a participant completes the application to enter the "DROP".

III. LIMITATION AND DISQUALIFICATION FOR OTHER BENEFITS.

A participant may participate in the "DROP" only once. After commencement of participation the employee shall no longer earn or accrue additional vesting credits or credited years of service toward retirement benefits and shall not be eligible for disability or pre-retirement death benefits in the City of Williston Police Officers' Pension Plan.

IV. CESSATION OR REDUCTION OF CONTRIBUTIONS.

Upon the effective date of a participant's commencement of participation in the "DROP", the participant's contributions to the City of Williston Police Officers' Pension Plan will be discontinued.

V. BENEFIT CALCULATIONS.

For all City of Williston Police Officers' Pension Plan purposes, the credited service and vesting credits of a participant participating in the "DROP" shall remain as they existed on the effective date of commencement of participation in the "DROP". The participant shall not earn or be credited with any additional vesting credits or credited service after beginning "DROP" participation. Service thereafter shall not be recognized by the City of Williston Police Officers' Pension Plan or used for the calculation or determination of any benefits payable by such Plan.

The average final compensation of the participant shall remain as it existed on the effective date of commencement of participation in the "DROP". Payment for accrued

Retirement Plan and Trust for the Police Officers of the City of Williston
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unused leave (vacation, holiday, etc.) shall be made, at the option of the participant, from one of the following choices:

1. when commencing participation in the "DROP", or
2. as the leave is actually used during participation in the "DROP", or
3. when the participant actually terminates employment with the City.

Earnings thereafter shall not be recognized by the Plan or used for the calculation or determination of any benefits payable by the Plan. However, the value of any retirement gift provided by the City shall be based on the date that a participant actually leaves employment with the City including the "DROP" participation period.

VI. PAYMENTS TO DROP ACCOUNT.

The monthly retirement benefits that would have been payable had the member elected to cease employment and receive normal retirement benefits shall be deposited in the participant's "DROP" account.

VII. DROP ACCOUNT EARNINGS.

After each fiscal year quarter, the average daily balance in a participant's deferred retirement option account shall be credited at a rate of six and one-half percent (6.5%) annual interest compounded monthly. The Board of Trustees along with the City shall review the stated rate of return on an annual basis in order to determine the necessity of any adjustment for future "DROP" participants only.

VIII. MAXIMUM PARTICIPATION.

A participant may participate in the "DROP" for a maximum of sixty (60) months. At the conclusion of the sixty (60) months, the participants' covered city employment must terminate pursuant to the resignation submitted by the participant as part of the "DROP" application. The participant may terminate "DROP" participation by advancing their resignation from covered city employment to a date prior to that submitted by the participant as part of the "DROP" application.

IX. PAYOUT.

- A. Upon the termination of a member's covered City employment (for any reason, whether by retirement, resignation, discharge or death), the retirement benefits payable to the participant or the participant's beneficiary (if the participant selected an optional form of retirement benefit which provides for payments to the beneficiary) shall be paid to the member or beneficiary and shall no longer be deposited into the participant's "DROP" account.
- B. Within thirty (30) days after the end of any calendar quarter following the termination of a participant's employment, the balance in the participant's "DROP" account shall be payable at the participant's option:

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1. In full in a single lump sum payment, all accrued "DROP" benefits, plus interest, less withholding taxes remitted to the Internal Revenue Services (IRS), paid to the "DROP" participant or surviving beneficiary, or;
2. As a direct rollover, all accrued "DROP" benefits, plus interest, paid directly from the "DROP" to the custodian of an eligible retirement plan as defined in Section 402(c)(8)(B), Internal Revenue Code (IRC). If benefit is to be paid to a surviving beneficiary, the transfer shall be to an individual retirement account or annuity as described in Section 402(c)(9), IRC.
3. Partial lump sum – A portion of the accrued "DROP" benefits shall be paid to the participant or surviving beneficiary, less IRS tax, and the remaining "DROP" benefits shall be transferred directly to the custodian of an eligible retirement plan as defined in Section 402 (c)(8)(B), IRC. However, in the case of an eligible rollover distribution to the surviving beneficiary of a deceased participant, an eligible retirement plan is an individual retirement account or annuity as described in Section 402(c)(9), IRC. The "DROP" participant or surviving beneficiary shall specify the proportions.

Regardless of the option selected by the participant, the Board of Trustees has the right to accelerate payments in order to comply with Section 401 (A)(9) of the Internal Revenue Code and the right to defer payments to comply with Section 415 of the Internal Revenue Code.

X. DEATH.

If a "DROP" participant dies before their account balances are paid out in full, the participant's designated beneficiary shall have the same rights as the participant to elect and receive the payout options set forth in paragraph nine (IX) above. "DROP" payments to a beneficiary shall be in addition to any retirement benefits payable to the participant. Participants who are or have been "DROP" participants are not eligible for pre-retirement death or disability benefits.

XI. FORMS.

The forms and notices approved by the City shall be used in the administration of The "DROP" Plan.

XII. AMENDMENT.

The Board of Trustees, upon approval by the City Council, can amend the "DROP" at any time. Such amendments shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable collective bargaining agreement and shall be binding upon all future "DROP" participants and upon all "DROP" participants who have balances in their accounts. Such amendments may increase the expense, decrease the account earnings, or limit or restrict the payout options.

N. SHARE PLAN

Retirement Plan and Trust for the Police Officers of the City of Williston
ADOPTION AGREEMENT

The purpose of this Section is to implement the provisions of Chapter 185, Florida Statutes, and to provide a mechanism to pay required "extra benefits" to Police Officers based on the growth of premium tax revenue pursuant to Chapter 185. The monies shall be derived exclusively from monies received from the state and not from any additional taxes levied by the City and shall be in addition to the benefits they receive in the Plan.

After receipt of the annual distribution of money from the state, the Board of Trustees, with the advice of their actuary, shall determine the amount of excess money received by the City during the current fiscal year pursuant to Chapter 185, Florida Statutes. The sum of these amounts shall be known as "available funds". All monies received will be placed in the Fund, as outlined in Article 4 of the Basic Plan Document, and shall be commingled for investment purposes with the other assets of the City's retirement pension funds. Separate accounting shall be maintained for all commingled assets.

In accordance with provisions of Chapter 185, Florida Statutes and such other required authority, a Police Officer, who is a Participant, shall be entitled to one share for each year of Credited Service, as defined below, as a Police Officer of the City. Each Participant shall thereupon have as many shares as years of Credited Service. The number of years of Credited Service rendered by each Participant shall be determined and a record thereof shall be made on the Participant's service record.

For purposes of this Section, the word, Credited Service shall mean all time served as a regularly appointed or employed Police Officer of the City, measured from October 1, 2009, for which regular compensation is paid by the City and all times during which a Participant is absent on military leave. It shall include all leave of absences with pay, but shall not include leave of absences during which no regular compensation is paid by the City, except military leave. Credited Service for the purposes of the Share Plan only, shall include participants in the DROP.

Available funds shall be distributed to all individuals who are active participants, or participants in the DROP, as of September 30th of the applicable Plan Year. Available funds shall be prorated to each qualifying Police Officer in proportion to the number of individual shares for the Plan Year by credit to the Fund.

The Board of Trustees shall pay all costs and expenses for the management and operation for the current fiscal year and shall set aside as much of the income as it considers advisable as a reserve for expenses for the next fiscal year. After deducting these monies, the remaining monies shall be allocated and credited to the Fund on behalf of the respective Participants. The City shall bear no expense in the operation of this share plan.

Upon termination of employment, the Participant shall be paid the entire amount standing to this credit in the Fund in a lump sum to the Participant as soon as administratively feasible following his termination of employment.

Retirement Plan and Trust for the Police Officers of the City of Williston
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No Participant, or designated beneficiary, shall be entitled to payment of their share balance unless the Participant or beneficiary becomes eligible for a normal, early, disability, or death benefit from the defined benefit plan. Upon the separation from service of a non-vested Participant, shares shall revert back into this Share Plan and shall be reallocated to the membership unless the former participant returns to service prior to the September 30th allocation date.

If any provisions of this Section or the Plan hereby created shall conflict with the provisions of Chapter 185, Florida Statutes, such conflict shall be resolved in favor of the statutory provisions which are intended to control.

This Adoption Agreement may be used only in conjunction with the Basic Plan Document.

This Adoption Agreement and the Basic Plan Document shall together be known as the Florida Municipal Pension Trust Fund Defined Benefit Plan and Trust.

The Adoption Agreement and the Basic Defined Benefit Plan Document are furnished for the consideration of the Employer and its legal and financial advisors. The Florida Municipal Pension Trust Fund advises the sponsoring Employer to consult with its own attorney and financial advisors on the legal and tax implications of the Defined Benefit Plan and the Adoption Agreement. Nothing herein should be construed as constituting legal or tax advice.

We understand that the Employer may amend any election in this Adoption Agreement by giving the Trustee written notification of such Amendment as adopted.

The Employer hereby agrees to the provisions of the Plan and Trust

IN WITNESS WHEREOF, the Employer and Trustee hereby cause this Agreement to be executed on the ____ day of ____, 20__.

EMPLOYER:

City of Williston

By: _____

Date: _____

Date: January 11, 2022

COUNCIL AGENDA ITEM

TOPIC: Patrick Walsh – Airsign Group LLC Property – Temporary Use Permit for a Gun Show

PREPARED BY: Laura Jones, City Planner

BACKGROUND / DESCRIPTION:

On January 11, 2022 The City was informed of a planned USA Gun Show to be held at 12 NW 5 Place, Williston, Florida, February 5 & 6, 2021. City Planner, Laura Jones, received a written request from the property owner for a Temporary Use Permit to be approved by City Council per The Code of Ordinances:

Sec. 46-97. - Special permits for temporary uses.

- (a) Generally. Certain uses are temporary in character. These temporary uses vary in type and degree, as well as length of time involved. Such uses may have little impact on surrounding and nearby properties or they may present questions involving potential incompatibility of the temporary use with existing uses. Unless otherwise specified in these land development regulations, the following regulations shall govern temporary uses.
- (b) Temporary use permits issued by city council. The city council may issue a temporary use permit for the following uses: In agricultural, commercial, and industrial districts: commercial circuses, carnivals, outdoor concerts, and similar uses. Requests for such a permit shall be submitted in writing to the land development regulations administrator together with such reasonable fees as the city council may determine through action in setting fees as set out in chapter 44. The city council shall take final action on the request by either approving, approving with conditions, or denying the request. Prior to granting a temporary use permit, the city council shall determine that:
 - (1) Any nuisance or hazardous feature involved is suitably separate from adjacent uses.
 - (2) Excessive vehicular traffic will not be generated on minor residential streets.
 - (3) A vehicular parking problem will not be created.
- (c) The temporary use permit, if granted, shall be granted for a specific time period, at the end of which, if the use permitted has not been discontinued, it shall be deemed a violation of these land development regulations and shall be punished as set out in article VII of this chapter. Appropriate conditions and safeguards may include, but are not limited to, reasonable time limits within which the action for which temporary use permit is requested shall be begun or completed, or both. Violation of such conditions and safeguards, when made a part of the terms under which the temporary use permit is granted, shall be deemed a violation of these land development regulations and punishable as provided in these land development regulations.

Sec. 44-7. - Fees.

- (a) Reasonable fees sufficient to cover the costs of administration, inspection, publication of notice and similar matters may be charged to applicants for zoning permits, building permits, sign permits, special exceptions applications, subdivision plat approval, comprehensive plan amendments, zoning amendments, variances and other administrative relief. The amount of the fees charged shall be as established by resolution of the city council filed in the office of the city clerk.

Date: January 11, 2022

(b) Fees established in accordance with this section shall be paid upon submission of a signed application or notice of appeal.
(Ord. No. 434, § 1.7, 5-7-2002)

The last time this event was requested, City Council charged \$110.00 for the event fee.

LEGAL REVIEW: NONE

FISCAL IMPACTS: NONE

RECOMMENDED ACTION: Approve the temporary use permit and determine a fee.

ATTACHMENTS: Written Request

COMMISSION ACTION:

 APPROVED **DISAPPROVED**

January 11, 2022

Dear City of Williston Counsel Members,

AirSign Airship Group, on behalf of USA Gun Shows, would like to request your approval for a Temporary Use Permit. This permit would allow USA Gun Shows an opportunity to hold a gun show on February 5th and 6th 2022. The event will take place at AirSign's facility, located at 12 NW 5th Place, Williston.

USA Gun Show will also be conducting a Concealed Carry Class for anyone that is interested. The class does have a portion of the class that requires participants to prove a certain level of handgun shooting proficiency. Mr. Jeffers, of USA Gun Shows, provided wax bullets for this part of the course. Commonly used in shooting competitions and training, the wax bullets use no gun powder. The wax projectile is propelled by the cartridge primer alone. So, no loud noise to disturb the local residents.

There will be two people assigned to assist event attendees regarding parking. The venue site has plenty of parking available. We intend to occupy not only AirSign's parking lot but Rural King's parking area as well. There is additional parking in a grassy area that would be used to receive any overflow during the event.

We are in hopes that this Council will grant the permit for the 2-day event and in doing so, realize the economic return that the city of Williston would receive. Thank you for your consideration.

Greg Jacobs

AirSign Airship Group C.O.O.

Date: January 18, 2022

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2022-04: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE CITY TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN FOR THE ALLOCATION AND USE OF OPIOID LITIGATION SETTLEMENT PROCEEDS; APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING; AUTHORIZING THE COUNCIL PRESIDENT AND CITY CLERK AS ATTESTING WITNESS, ON BEHALF OF THE CITY TO EXECUTE THE MEMORANDUM OF UNDERSTANDING, ANY FORMAL IMPLEMENTING AGREEMENT AND ANY OTHER NECESSARY AND CUSTOMARY DOCUMENTS IN FURTHERANCE HEREOF; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: ATTORNEY KIERSTEN BALLOU

PREPARED BY: ATTORNEY KIERSTEN BALLOU

BACKGROUND / DESCRIPTION: JOIN WITH STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS. FOR ALLOCATION AND USE OF OPIOID LITIGATION SETTLEMENT PROCEEDS.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION NO. 2022-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE CITY TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN FOR THE ALLOCATION AND USE OF OPIOID LITIGATION SETTLEMENT PROCEEDS; APPROVING THE TERMS OF THE MEMORANDUM OF UNDERSTANDING; AUTHORIZING THE COUNCIL PRESIDENT AND CITY CLERK AS ATTESTING WITNESS, ON BEHALF OF THE CITY TO EXECUTE THE MEMORANDUM OF UNDERSTANDING, ANY FORMAL IMPLEMENTING AGREEMENT AND ANY OTHER NECESSARY AND CUSTOMARY DOCUMENTS IN FURTHERANCE HEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston has suffered harm from the opioid epidemic; and

WHEREAS, the City of Williston recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation"); and

WHEREAS, the State of Florida and lawyers representing Levy County and certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing a final version of the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, Levy County, and every other Florida city and county;

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

Section 1. The City finds that participation in the Florida Plan would be in the best interest of the city and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered

Section 2. The City hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A".

Section 3. The Council President and City Clerk, as attesting witness, are hereby authorized to execute the Florida Plan in substantially the form contained in Exhibit "A", any formal agreement implementing a unified plan for the allocation and use of opioid settlement proceeds and all other necessary and customary documents in furtherance thereof on behalf of the City.

Section 4. The City Clerk is hereby directed to furnish a certified copy of this Resolution to:

Attorney General Ashley Moody
c/o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

Section 5. This Resolution shall take effect immediately upon adoption.

ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Williston, Florida, at a regular meeting, this 18th day of January, 2022.

**BY THE CITY COUNCIL PRESIDENT
OF THE CITY OF WILLISTON,
FLORIDA:**

Debra Jones, City Council President

Attest, By the City Clerk of
the City of Williston, Florida:

Approved as to Form and Legality:

Latricia Wright, City Clerk

S. Scott Walker, City Attorney

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”;

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. “County” shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. “Municipalities” shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular “Municipality” shall refer to a singular of the Municipalities.

6. “Negotiating Committee” shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, “Members”) within the State. The State shall be represented by the Attorney General or her designee.

7. “Negotiation Class Metrics” shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. “Opioid Related” shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. “Parties” shall mean the State and Local Governments. The singular word “Party” shall mean either the State or Local Governments.

11. “PEC” shall mean the Plaintiffs’ Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. “Pharmaceutical Supply Chain” shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. “Population” shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

15. “Qualified County” shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities’ total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. “SAMHSA” shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. “Settlement” shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. “State” shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) (“Order”). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services (“Core Strategies”). The State is trying to obtain the United States’ agreement to limit or reduce the United States’ ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.
- (b) Regional Fund- The regional fund will be subdivided into two parts.
 - (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.

- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.
- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund (“Administrative Costs”) and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the

first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.
- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein

with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

Date: January 18, 2022

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2022-06: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPOINTING TERM DATES FOR MEMBERS OF THE GENERAL EMPLOYEE PENSION AND CHAPTER 185 PENSION BOARD; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: FLORIDA MUNICIPAL PENSION TRUST FUND

PREPARED BY: LATRICIA WRIGHT

BACKGROUND / DESCRIPTION: APPOINTING TERM DATES FOR THE GENERAL EMPLOYEE PENSION AND CHAPTER 185 PENSION BOARD.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2022-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPOINTING TERM DATES FOR MEMBERS OF THE GENERAL EMPLOYEE PENSION AND CHAPTER 185 PENSION BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas the City has an active General Employee Pension Board and Chapter 185 Pension Board, and

Whereas the above referenced member's terms are being appointed, and

Whereas, the terms for the members of the General Employee Pension and Chapter 185 Pension Board had never been appointed as required by the Florida Municipal Pension Trust Fund, and

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 appoint the above referenced board members for terms as shown on the attached Exhibit A.

Section 3. All other Resolutions in conflict with this Resolution are to the extent they conflict with this Resolution, are repealed.

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

Passed and adopted on January 18, 2022.

City of Williston, Florida

**Debra Jones, President
Williston City Council**

ATTEST: Latricia Wright, City Clerk

EXHIBIT "A"

General Employee Pension

Seat	Name	Address	Phone Number	Email	Term Begin	Term End	Resolution
1	Debra Jones			debra.jones@willistonfl.org	1/5/2022	1/5/2023	2022-06
2	Clay Connolly			67ragtop@embarqmail.com	1/5/2022	1/5/2024	2022-06
3	Wayne Carson			wayne.carson@willistonpolice.org	1/5/2022	1/5/2023	2022-06
4	Laura Jones			city.planner@willistonfl.org	1/5/2022	1/5/2024	2022-06
5	Latricia Wright			Latricia.Wright@willistonfl.org	1/5/2022	1/5/2024	2022-06

Chapter 185 Pension

Seat	Name	Address	Phone Number	Email	Term Begin	Term End	Resolution
1	Matt Fortney			matthew.fortney@willistonpolice.org	1/5/2022	9/30/2023	2022-06
2	Terry Bovaird			terry.bovaird@willistonpolice.org	1/5/2022	9/30/2024	2022-06
3	Sharon Brannan			sharon.brannan@willistonfl.org	1/5/2022	9/30/2023	2022-06
4	Glynn Marsh			glynn.h.marsh@gmail.com	1/5/2022	9/30/2024	2022-06

Date: January 18, 2022

COUNCIL AGENDA ITEM

TOPIC: City Manager Performance Evaluation

REQUESTED BY: COUNCIL PRESIDENT DEBRA JONES

PREPARED BY: HR DIRECTOR DEANNA NELSON

BACKGROUND / DESCRIPTION: PERFORMANCE EVALUATION

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

 APPROVED

 DISAPPROVED

City of Williston Performance Evaluation City Manager

PURPOSE

The purpose of the City Manager performance evaluation and development report is to increase communication between the City Council and the City Manager concerning the performance of the City Manager in the accomplishment of his/her assigned duties and responsibilities, and the establishment of specific work-related goals and objectives.

PROCESS

The City Council shall conduct an annual review and evaluation of the City Manager's work performance and achievements. The results of such evaluation shall commend areas of good performance, recognize successful achievements, and point out any areas for improvement.

1. Evaluation forms are distributed to all Council Members.
2. The City Manager prepares a memorandum to the Council including his/her self-evaluation in a narrative format to include a list of accomplished projects, pending projects, and goals.
3. Each Council Member will review the self-evaluation and complete the evaluation form, sign, date, and return it to the President of the Council.
4. The President of the Council tabulates the results of the evaluation forms and summarize the results of the evaluation forms as submitted.
5. A composite evaluation form and the City Manager's self-evaluation is distributed to the Council prior to the Council's evaluation meeting.
6. The Council meets with the City Manager in open session to review the evaluation.

INSTRUCTIONS

Review the City Manager's work performance for the entire period. Refrain from any possible bias; centralize on assessing performance alone. Evaluate the City Manager based on quality and excellence to which assigned considering the length of time in the job. Check the number which most accurately reflects the level of performance for the factor appraised using the rating scale described below. If you did not have an opportunity to observe a factor during this evaluation period, please indicate so in the "N/O" column next to the factor.

Performance Evaluation

Date: 4, January 2022**Rating Scale Definitions (1-5)**

Unsatisfactory (1)	The City Manager's work performance is inadequate and inferior to the quality of performance required for the job. Performance at this level is not recommended for continuance.
Improvement needed (2)	The City Manager's work performance does not consistently meet the quality of excellence required for the position. Serious effort is needed to improve performance. <i>Recommend Performance Improvement Plan.</i>
Meets Job Standard (3)	The City Manager's work performance consistently meets the performance expectations of the job.
Exceeds Job Standard (4)	The City Manager's work performance is consistently above the level of expectations when compared to the quality and excellence expected of the job.
Outstanding (5)	The City Manager's work performance is consistently outstanding when compared to the quality and excellence expected of the job.

I. PERFORMANCE EVALUATION AND ACHIEVEMENTS**1. City Council Relationships**

	1	2	3	4	5	N/O
A. Effectively implements improvements and programs approved by the City Council.	___	___	<u>1</u>	<u>11</u>	<u>11</u>	___
B. Reporting to the City Council is timely, clear, concise and thorough.	___	___	<u>1</u>	<u>1</u>	<u>111</u>	___
C. Accepts direction/instructions in a positive manner.	___	___	<u>1</u>	<u>11</u>	<u>11</u>	___
D. Effectively aids the City Council in establishing long range goals.	___	___	<u>11</u>	<u>1</u>	<u>11</u>	___
E. Keeps the City Council informed of current plan and activities of administration and new developments in technology, legislation, governmental practices and regulations, etc.	___	___	<u>11</u>	<u>1</u>	<u>11</u>	___
F. Provide the City Council with clear report of anticipated issues that could come before the City Council.	___	___	<u>1</u>	<u>11</u>	<u>11</u>	___

Total Ratio: 4.16

Comments:

Communicates efficiently and effectively with the city Council.

2. Public Relations

1	2	3	4	5	N/O
_____	_____	<u>I</u>	<u>I</u>	<u>III</u>	_____
_____	_____	<u>I</u>	<u>II</u>	<u>II</u>	_____
_____	_____	<u>II</u>	<u>I</u>	<u>II</u>	_____

A. Projects a positive public image.

B. Is always courteous to the public.

C. Maintains effective relations with media representatives.

Total Ratio: 4.2

Comments:

CM's relocation to better serve the community.

CM communicates well with the media

3. Effective Leadership of Staff

1	2	3	4	5	N/O
_____	_____	<u>II</u>	<u>I</u>	<u>II</u>	_____
_____	_____	<u>I</u>	<u>I</u>	<u>III</u>	_____

A. Delegates appropriate responsibilities.

B. Offer training and support to leadership staff.

Comments:

Total Ratio: 4.2

With help from her team of leaders, she has implemented effective training programs for staff.

4. Fiscal Management

1	2	3	4	5	N/O
_____	_____	<u>II</u>	<u>I</u>	<u>II</u>	_____
_____	_____	<u>II</u>	<u>I</u>	<u>II</u>	_____
_____	<u>I</u>	<u>I</u>	_____	<u>III</u>	_____
_____	_____	<u>II</u>	_____	<u>III</u>	_____

A. Prepares realistic annual budget.

B. Controls expenditures in accordance with approved budget.

C. Keeps City Council informed about revenues and expenditures, actual and projected.

D. Ensures that the budget addresses the City Council's goals and objectives, including readability.

Total Ratio: 4.05

Comments:

Fairly good news on finances.

Stays abreast of budget and budget needs.

Keeps Council informed.

5. Communication

1	2	3	4	5	N/O
---	---	---	---	---	-----

A. Oral communication is clear, concise, and effective.

		I	III		
--	--	---	-----	--	--

B. Written communications are clear, concise, and effective.

		I	II	II	
--	--	---	----	----	--

Comments:

Total Ratio: 4.0

Weekly / Bi-weekly reports are appreciated.

6. Professional Traits

1	2	3	4	5	N/O
---	---	---	---	---	-----

A. Initiative.

		I	II	II	
--	--	---	----	----	--

B. Judgement.

		I	II	II	
--	--	---	----	----	--

C. Fairness and Impartiality.

		I	III	I	
--	--	---	-----	---	--

D. Creativity.

		I	II	II	
--	--	---	----	----	--

Comments: Public Records Management

Total Ratio: 4.15

Would like to see more involvement with PD / FD

CM is always "thinking" and always trying to help the COW staff.

7. Intergovernmental Affairs

1	2	3	4	5	N/O
---	---	---	---	---	-----

A. Maintains effective communication with local, regional, state, and federal government agencies.

	I		II	II	
--	---	--	----	----	--

B. Financial resources (grants) from other agencies are pursued.

		I	II	II	
--	--	---	----	----	--

C. Contributions to good government through regular participation in local, regional, and state committees and organizations.

	I		III	I	
--	---	--	-----	---	--

D. Lobbies effectively with legislators and state agencies regarding City programs and projects.

	I		I	III	
--	---	--	---	-----	--

Comments:

Total Ratio: 4.05

Researches & uses Grants as available .

Works to secure outside resources for the COW

Would like to see CM attend County Commission & Nature Coast Business Development meetings.

1	2	3	4	5	N/O
---	---	---	---	---	-----

- | | | | | | |
|-------|-------|-------|-------|-------|-------|
| | | II | I | II | |
| _____ | _____ | _____ | _____ | _____ | _____ |
| | | II | I | II | |
| _____ | _____ | _____ | _____ | _____ | _____ |
| | | II | III | | |
| _____ | _____ | _____ | _____ | _____ | _____ |
| | | I | II | II | |
| _____ | _____ | _____ | _____ | _____ | _____ |

Total Ratio: 3.95

44

V. PERFORMANCE IMPROVEMENT PLAN **If recommended*

Specifics on the City Manager's performance issues to be improved before the next evaluation period: ____

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

Date

City Council Concurrence

_____ Jerry Robinson, Mayor	YES / NO
_____ President Debra Jones	YES / NO
_____ Vice-President Marguerite Robinson	YES / NO
_____ Council Member Darfeness Hinds	YES / NO
_____ Council Member Elihu Ross	YES / NO
_____ Council Member Michael Cox	YES / NO

City Manager

Signature

Date

Next Evaluation Date

Date: January 18, 2022

COUNCIL AGENDA ITEM

TOPIC: City Clerk Evaluation

REQUESTED BY: COUNCIL PRESIDENT DEBRA JONES

PREPARED BY: HR DIRECTOR DEANNA NELSON

BACKGROUND / DESCRIPTION: PERFORMANCE EVALUATION

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION:

ATTACHMENTS:

COMMISSION ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**



Performance Evaluation City Clerk

PURPOSE

The purpose of the City Clerk performance evaluation and development report is to increase communication between the City Council and the City Clerk concerning the performance of the City Clerk in the accomplishment of his/her assigned duties and responsibilities, and the establishment of specific work-related goals and objectives.

PROCESS

The City Council shall conduct an annual review and evaluation of the City Clerk's work performance. The results of such evaluation shall commend areas of good performance, recognize successful achievements, and point out areas for improvement.

1. Evaluation forms are distributed to all Council members.
2. The City Clerk prepares a memorandum to the Council including his/her self-evaluation in a narrative format to include a list of accomplished projects, pending projects, and goals.
3. Each Council member will review the self-evaluation and complete the performance evaluation form, sign, date and return it to the Human Resources Director.
4. The Human Resources Director tabulates the results of the evaluation forms and will summarize the results of the evaluation forms as submitted.
5. A composite evaluation form and the City Clerk's self-evaluation will be distributed to the Council prior to the final evaluation meeting.
6. The Council will meet with the City Clerk in open session to review the evaluation. This can take place at a special meeting or at any regular City Council meeting.

INSTRUCTIONS

Review the City Clerk's work performance for the entire period. Refrain from any possible bias; centralize on assessing performance alone. Evaluate the City Clerk based on quality and excellence to which assigned considering the length of time in the job. Check the number which most accurately reflects the level of performance for the factor appraised using the rating scale described below. If you did not have an opportunity to observe a factor during this evaluation period, please indicate so in the "N/O" column next to the factor.

City Clerk Name: _____

Performance Evaluation

Date: _____

Rating Scale Definitions (1-5)

- Unsatisfactory (1) The City Clerk's work performance is inadequate and inferior to the quality of performance required for the job. Performance at this level is not recommended for continuance. *Please add an expository comment.*
- Improvement needed (2) The City Clerk's work performance does not consistently meet the quality of excellence required for the position. Serious effort is needed to improve performance. *Recommend Performance Improvement Plan. Please add an expository comment.*
- Meets Job Standard (3) The City Clerk's work performance consistently meets the performance expectations of the job.
- Exceeds Job Standard (4) The City Clerk's work performance is consistently above the level of expectations when compared to the quality and excellence expected of the job.
- Outstanding (5) The City Clerk's work performance is consistently outstanding when compared to the quality and excellence expected of the job.

I. PERFORMANCE EVALUATION AND ACHIEVEMENTS

1. City Council Relations	1	2	3	4	5	N/O
A. Follows up on Council actions to ensure timely preparation, indexing, and filing of agreements, resolutions, ordinances and vital records.	_____	_____	_____	_____	_____	_____
B. Reporting to the City Council is timely, clear, concise, and thorough.	_____	_____	_____	_____	_____	_____
C. Attends and records City Council meetings, and prepares necessary documentation for Council to certify.	_____	_____	_____	_____	_____	_____
D. Provides responsible and complex staff support to the City Council and City Personnel.	_____	_____	_____	_____	_____	_____
F. Keeps the City Council informed of current plans and activities, and new developments in technology, legislation, governmental practices, etc.	_____	_____	_____	_____	_____	_____

Comments:

2. Communication	1	2	3	4	5	N/O
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A. Oral communication is clear, concise, and effective.	_____	_____	_____	_____	_____	_____
---	-------	-------	-------	-------	-------	-------

B. Written communications are clear, concise, and effective.	_____	_____	_____	_____	_____	_____
--	-------	-------	-------	-------	-------	-------

Comments:

3. Public Relations	1	2	3	4	5	N/O
----------------------------	----------	----------	----------	----------	----------	------------

A. Projects a positive public image.	_____	_____	_____	_____	_____	_____
--------------------------------------	-------	-------	-------	-------	-------	-------

B. Is always courteous to the public.	_____	_____	_____	_____	_____	_____
---------------------------------------	-------	-------	-------	-------	-------	-------

C. Demonstrates good working relationships with City officials, City Manager, department leaders, and the public.	_____	_____	_____	_____	_____	_____
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Comments:

4. Intergovernmental/Interdepartmental Relations	1	2	3	4	5	N/O
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A. Aid and support City ordinances, charter, & policies.	_____	_____	_____	_____	_____	_____
--	-------	-------	-------	-------	-------	-------

B. Demonstrates a full understanding of applicable policies, procedures, and work methods associated with assigned duties.	_____	_____	_____	_____	_____	_____
--	-------	-------	-------	-------	-------	-------

C. As Supervisor of Elections, works well and efficiently with County and State Representatives.	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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D. Contributes to good government, and fosters citizenship and accountability through regular participation in local, regional, and state committees and organizations.	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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E. Manage budget for City Clerk Administration.	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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F. Manage the FMIT Property & Vehicle liability insurance policies and processes.	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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Comments:

5. Public Records Management	1	2	3	4	5	N/O
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A. Maintains compliance and retention of all official City records in an organized an accessible manner.	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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B. Assists City officials, City employees, and public requests for retrieval and review of public records.	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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C. Appropriately manage the disposition of records in accordance with public records retention requirements and schedule.	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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D. Initiative for progressive plans on cloud storage for public records.	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
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Comments:

6. Responsibilities to Legislative Support**1 2 3 4 5 N/O**

A. Prepares advertising for ordinances, public hearings, elections, etc. in accordance with State Statutes, City Code, and City Charter.

B. Administer compliance to the Municipal Code to ensure proper codification and distributes City Code supplements in an efficient manner.

C. Prepares City Council agenda packets timely with complete and appropriate documents.

D. Correspond to Council members requests, concerns, and inquiries promptly. Initiates responses to questions and issues that the Council and/or public poses.

Comments:

7. Constitutional Officer – Supervisor of Elections**1 2 3 4 5 N/O**

A. Maintains compliance and administration of Chapters 97 through 106 of the FL. Statutes.

B. Administer the depository for all corporate contracts, agreements, ordinances, resolutions, and proclamations.

C. Qualify Candidates for Office.

D. Provide Information and Statistics on Voter Registration, Voting, and Elections results.

Comments:

1	2	3	4	5	N/O
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Overall Performance Rating - Considering the results obtained against established performance expectations as well as overall job performance, the following rating is provided:

IV. FUTURE GOALS AND OBJECTIVES

Specific goals and objectives to be achieved in the next evaluation period: _____

V. PERFORMANCE IMPROVEMENT PLAN **If recommended*

Specifics on the City Clerk's performance issues to be improved before the next evaluation period: _

This evaluation has been reviewed and discussed between the City Council and the City Clerk on

Date

City Council Concurrence

Jerry Robinson, Mayor

YES / NO

President Debra Jones

YES / NO

Vice-President Marguerite Robinson

YES / NO

Council Member Darfeness Hinds

YES / NO

Council Member Elihu Ross

YES / NO

Council Member Michael Cox

YES / NO

City Clerk

Signature

Date

Next Evaluation Date

CITY CLERK

REVISED: 1/2022

GENERAL STATEMENT OF JOB

Under the general direction of City Council and working in cooperation with the City Manager, the City Clerk; plans, manages, oversees, and directs the operations and services of the City Clerk's Office, which includes the statutory responsibilities of City Clerk such as, municipal elections and records management; provides responsible and complex staff support to the City Council and City personnel; performs other related duties as required.

ESSENTIAL JOB FUNCTIONS

1. Accepts management responsibility for all of the City Clerk's Office, activities and services, including the statutory responsibilities of the City Clerk such as, municipal elections, and records management; coordinates activities with other City officials, departments, outside agencies, organizations, and the public; attends and records City Council meetings.
2. Participates in the development, implementation, and maintenance of the City Clerk's Office goals, objectives, priorities, policies, procedures, and work plan. Reviews and evaluates work methods and procedures for improving department performance, enhancing services, and meeting goals; identifies and resolves problems and/or issues; ensures that goals are achieved.
3. Prepares, manages, and coordinates the City Clerk's budget; prepares forecasts of necessary funds for staffing, materials, and supplies; presents, justifies, and defends programs, operations, and activities; monitors and approves expenditures; discusses and resolves budget issues with appropriate staff and implements adjustments as necessary.
4. Keeps accurate records of the proceedings of the City Council; ensures compliance with open meeting laws and posting requirements; coordinates and prepares City Council agenda packets, meeting minutes, and calendars; follows up on Council actions to ensure timely preparation, indexing and filing of agreements, resolutions, ordinances, and vital records; updates and maintains the Municipal Code to reflect actions of the Council.
5. Records and maintains minutes, ordinances, and resolutions; publishes legal notices, notices of hearings, and notices of ordinances; receives, and accepts subpoenas on behalf of the City.
6. Directs the conduct of municipal elections; qualifies candidates, prepares appropriate ordinances in conjunction with requirements for and results of the election; oversee election canvassing board, schedules and prepares necessary documentation for Council to certify elections; posts election results; provides liaison to the Supervisor of Elections office.
7. Administers oaths or affirmations; certifies authenticity of municipal corporate document for public officials, governmental agencies, courts, and the general public, including ordinances, resolutions, agreements, deeds, and other official documents.
8. Demonstrates a full understanding of applicable policies, procedures, and work methods associated with assigned duties; responds to questions and concerns from the general public; provides information as is appropriate and resolves public service complaints.

9. Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public.
10. Oversees the City of Williston Pension Boards.
11. Manages the FMIT Property & Vehicle liability Insurance policies and processes.
12. Serves as the City of Williston Public Record's Custodian in accordance with state statute and assigned duties. Maintains records per local, state and federal laws and conducts records destruction activities as prescribed by State of Florida records retention schedules. Facilitates public records disclosures and assists departments when necessary.

NON CHARTER RELATED JOB FUNCTIONS

1. Attends various professional education and development activities to obtain and sustain CMC certification.
2. Prepares reports, surveys and correspondence.
3. Public speaking and attends public functions.
4. Performs other work as assigned.

MINIMUM QUALIFICATIONS

Bachelor's degree in Public Administration or related field, plus four years of experience in a responsible administrative and supervisory capacity within a municipal government; or four years of increasingly responsible administrative experience in a city clerk's office, or similar municipal department, including at least two years at a management or supervisory level; or an equivalent combination of education, training and experience. Must possess or have the ability to obtain International Institute of Municipal Clerks (CMC) designation within a specified time frame.

KNOWLEDGE, SKILLS AND ABILITIES

Must have ability to comprehend and communicate complex information; maintain confidentiality and diplomacy; engage effectively in public speaking and remain calm in stressful situations. Knowledge of parliamentary procedures, modern office procedures and equipment required. Ability to locate, interpret and implement local and state laws applicable to the procedure and operation of the City of Williston and the City Clerk's office is essential.

LICENSES/CERTIFICATES

Must possess and maintain a valid Florida Operators Driver's License with an acceptable driving record.

Certified Municipal Clerk designation within 5 years.

Must possess or have ability to obtain Notary Public within specified time frame.

RESIDENCY REQUIREMENT: Not applicable

ASSIGNED CITY VEHICLE: YES: NO: x

This is not an exhaustive list of all responsibilities, skills, duties, requirements, efforts or working conditions associated with the City clerk's position.