

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

DATE: TUESDAY, FEBRUARY 8, 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 4-7)

- Council minutes from January 18, 2022

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN

B. DISCUSSION WITH POSSIBLE ACTION: CITY MANAGER SALARY. COUNCIL PRESIDENT DEBRA JONES.

C. DISCUSSION WITH POSSIBLE ACTION: POLICE DEPARTMENT BUILD OUT. CHIEF DENNIS STROW.

ITEM – 5 – NEW BUSINESS –

**PUBLIC HEARING**

- A. 2<sup>ND</sup> 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

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

FROM TEN YEARS REQUIRED PRIOR TO VESTING TO SIX YEARS REQUIRED 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. ( pp 8-19)

**CLOSE PUBLIC HEARING**

- B. DISCUSSION WITH POSSIBLE ACTION: D&N EQUINE RECOVERY, LLC. AIRPORT MANAGER BENTON STEGALL. ( pp 20-25)
- C. RESOLUTION 2022-09: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE AMENDMENT OF LEASE BETWEEN EAGLE VISTAS, LLC, AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT AND IDENTIFIED AS HARDSTAND 3; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE EXTENSION; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 26-29)
- D. RESOLUTION 2022-10: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE AN AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT, FDOT PROJECT NUMBER 431238-1-94-20 WILLISTON MUNICIPAL AIRPORT-DESIGN & REHABILITATE THE GA TRANSIENT APRON & CONSTRUCT TAXIWAY H CONNECTOR – CHANGE ORDER #1 FOR EXECUTION AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 30-37)
- E. DISCUSSION WITH POSSIBLE ACTION: WORKSHOP DATE TO BE ESTABLISHED FOR ELECTRIC RATES AND NEW GAS ORDINANCE. JONATHEN BISHOP, PUBLIC WORKS DIRECTOR. ( pp 38)
- F. DISCUSSION WITH POSSIBLE ACTION: SERVICES FOR WRIGHT-PIERCE FOR DESIGN FOR CDBG GRANT CYCLE. JONATHEN BISHOP, PUBLIC WORKS DIRECTOR. (PP 39-41)
- G. RESOLUTION 2022-08: A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING FLORIDA GAS UTILITY (FGU) TO SIGN AN AGREEMENT ON BEHALF OF THE CITY OF WILLISTON TO PARTICIPATE IN THE “BLOCK 3 PREPAY” PROGRAM, AND PROVIDING AN EFFECTIVE DATE. JONATHEN BISHOP, PUBLIC WORKS DIRECTOR. ( pp 42-43)
- H. RESOLUTION 2022-11: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING HUMAN RESOURCES TO DESIGNATE A FULL-TIME INFORMATION TECHNICIAN AND PROVIDE AN EFFECTIVE DATE. IT MANAGER AARON MILLS. (pp 44-46)

CITY OF WILLISTON, FLORIDA  
CITY COUNCIL MEETING

ITEM – 6 – PUBLIC PARTICIPATION

ITEM - 7 - ANNOUNCEMENTS

ITEM – 8 – ADJOURNMENT

**NEXT SCHEDULED COUNCIL MEETING FEBRUARY 22, 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 19, 2022  
TIME: 6:00 P.M.  
PLACE: WILLISTON CITY COUNCIL CHAMBER

**CALL TO ORDER**

President Debra Jones called the meeting to order at 6:10 PM.

**ROLL CALL**

**MEMBERS:**

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

**OTHERS:**

City Manager Jackie Gorman  
City Attorney Scott Walker  
City Clerk Latricia Wright - Absent

**OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG**

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

**ITEM - 1 - ADDITIONS, DELETIONS, CHANGES AND APPROVAL OF THE AGENDA**

Councilmember Darfeness Hinds moved to approve agenda as written. Councilmember Michael Cox seconded. Motion carried 4-0 by saying "Aye".

**ITEM - 2 - PUBLIC PARTICIPATION**

Mr. Marvin Johnson thanked Johnathan Bishop for taking care of potholes in block 12. He said that 21309 40<sup>th</sup> Street has had a sewer leak for 6 months and asked that it was looked into.

**ITEM – 3 – CONSENT AGENDA**

Councilmember Michael Cox moved to approve agenda as written. Councilmember Darfeness Hinds seconded. Motion carried 4-0 by saying "Aye".

- Council minutes from January 4, 2022
- Resolution 2022-05: A Resolution of the tv 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  
Not a lot to report, thank you for patience during COVID, a lot of employees have been out.
- PLANNING AND ZONING  
Mr. Albert Fuller updated that there is no news and the Committee is fully filled.

#### ITEM-5-NEW BUSINESS.

##### **PUBLIC HEARING**

- A. 1<sup>ST</sup> 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 FUND DEFINED BENEFIT ADOPTION AGREEMENT FOR THE C OF WILLISTON POLICE OFFICERS FROM TEN YEARS REQUIRED PRIOR TO VESTING TO SIX YEARS REQUIRED PRIOR TO VESTING AUTHORIZING THE APPROPRIATE: INDIVIDUALS TO EXECUTE DOCUMENTS FACILITATING AMENDMENT: REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE. - DEPUTY TERRY BOVAIRD AND ATTORNEY KIERSTEN BALLOU.

Deputy Chief Terry Bovaird presented the Ordinance. He mentioned that the Council had already passed a Resolution and this is the Ordinance to go with it. There were a few changes but the major change is vesting into the pension after years instead of 10.

Councilmember Elihu Ross moved to approve Ordinance. Councilmember Michael Cox seconded. Motion carried 4-0 by saying "Aye".

##### **CLOSE PUBLIC HEARING**

- B. DISCUSSION WITH POSSIBLE ACTION : SEWER SERVICES. CAMMERON SMITH.

Mr. Cammeron Smith said that 2 years ago he was having a problem with his septic tank and requested sewer services. He was told that he could not get sewer services. He said the services go past his house on the same side of the road. He said that as a tax payer he should be able to get sewer services. Mr. Cammeron's address is 1106 NE 3<sup>rd</sup> Ave. He also annexed into the City because he was promised things from a grant to get services. Discussion between Utility Director Johnathan Bishop and City Council

concluded with that sewer does not go to that address. The cost for that extension will be about \$500,000 to the tax payers.

- C. DISCUSSION WITH POSSIBLE ACTION: TEMPORARY USE PERMIT FOR A GUN SHOW; PATRICK WALSH, AIRSIGN GROUP, LLC PROPERTY. – CITY PLANNER LAURA JONES.

Councilmember Darfeness Hinds moved to approve Temporary Use Permit. Councilmember Michael Cox seconded. Motion carried 4-0 by saying “Aye”.

- 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 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 EXECUTE THE MEMORANDUM OF UNDERSTANDING ANY FORMAL IMPLEMENTING AGREEMENT AND ANY OTHER NECESSARY AND CUSTOMARY DOCUMENTS IN FURTHERANCE HEREOF; AND PROVIDING AN DATE. - ATTORNEY KIERSTEN BALLOU.

Councilmember Michael Cox moved to approve. Councilmember Darfeness Hinds seconded. Motion carried 4-0 by saying “Aye”.

- 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.

President Debra Jones summarized that the Board didn’t have term limits and this will resolve that. She also mentioned that the Board removed Danny Etheridge because he missed that last three meetings.

Councilmember Darfeness Hinds moved to approve. Councilmember Michael Cox seconded. Motion carried 4-0 by saying “Aye”.

- F. DISCUSSION WITH POSSIBLE ACTION: CHARTER REVIEW COMMITTEE. - COUNCIL PRESIDENT DEBRA JONES.



Attorney Scott Walked explained the process for changing the Charter. Cites are moving to make their Charters more simple to remove confusion. A resolution will be need to elect a Charter Committee.

G. DISCUSSION WITH POSSIBLE ACTION: RFP RESULTS FOR AIRPORT ENGINEERING SERVICES. - AIRPORT MANAGER BENTON STEGALL.

Airport Manager Benton Stegall reviewed packet of for RFP and Passero Associates were the only engineering company that submitted. This packet will update the Council on who they are and what their qualifications are.

H. DISCUSSION WITH POSSIBLE ACTION: CITY MANAGER PAY INCREASE. - PRESIDENT DEBRA JONES.

President Debra Jones recommended a 4% increase to coincide with the City Manager Evaluation. Some discussion occurred on how that process was decided. It was decided to table the discussion until the next meeting so Ms. Jones would be able to give the exact amount per year this would impact the budget.

I. DISCUSSION WITH POSSIBLE, ACTION : REVIEW CITY CLERK EVALUATION. – HR DIRECTOR DEANNA NELSON AND PRESIDENT DEBRA JONES.

HR Director Deanna Nelson submitted an evaluation form to the Council for review. If it is acceptable, they will ask the City Clerk to do a self-evaluation and get the review process started.

ITEM - 6 - PUBLIC PARTICIPATION - None

ITEM – 7 – ANNOUNCEMENTS

Mayor Jerry Robinson and others attended the MLK Gala and he said it was enlightening and educational. He also asked Council if they should still do Student of Month in February. Sergeant Mike Rolls asked if they could do half in one meeting and half in the other. Mayor Robinson will look into it with the City Clerk. Airport Manager Benton Stegall mentioned the following events at the airport; Jan. 29, 2022 Young Eagles; Feb. 26, 2022 Miles of Smiles; April 3, 2022 North American Training Association is hosting clinic on formation flying. Utilities Director Johnathan Bishop said the inside of City Hall with be painted within the next two weeks.

ITEM – 8 – ADJOURNMENT

With no further business Councilmember Darfeness Hinds moved to adjourn at 7:46. Councilmember Michael Cox seconded. Motion carried 4-0 by saying “Aye”.

NEXT SCHEDULED MEETING FEBRUARY 8, 2021 AT 6:00 P.M.

**Date: February 8, 2022**

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**COUNCIL AGENDA ITEM**

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**TOPIC: 2<sup>nd</sup> 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 prior to vesting; authorizing appropriate individuals to execute documents facilitating amendment; repealing all Ordinances in conflict; and providing an effective date.**

**REQUESTED BY: CHAPTER 185 PENSION BOARD  
PREPARED BY: ATTORNEY KIERSTEN BALLOU**

**BACKGROUND / DESCRIPTION: Changing the vesting for Officers from ten years to six years.**

**LEGAL REVIEW:**

**FISCAL IMPACTS:**

**RECOMMENDED ACTION: Approve**

**ATTACHMENTS:**

**COMMISSION ACTION:**

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

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



**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.**

**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 immediately 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 18<sup>TH</sup> day of January 2022, on the first reading by a vote of 4-0.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of February 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:

Approved as to legal form and content:

\_\_\_\_\_  
Jerry Robinson, City Mayor

\_\_\_\_\_  
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.

**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):**

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**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  
**ADOPTION AGREEMENT**

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:

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

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 30<sup>th</sup> 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  
**ADOPTION AGREEMENT**

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: February 8, 2022**

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**COUNCIL AGENDA ITEM**

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**TOPIC: D&N Equine Recovery, LLC**

**PREPARED BY: Laura Jones, City Planner and Benton Stegall, Airport Director**

**BACKGROUND / DESCRIPTION:**

Mr. Michael DeGrande representing D&N Equine Recovery, LLC has requested a lease with the Airport Equine Crematorium at the Williston Airport. According to the information supplied to the City by D&N Equine Recovery, the process is odorless and noiseless with no emission (no smoke) so it will not disturb airplane flight paths. The location will be outside the perimeter fence and is zoned Industrial:

Sec. 60-412. - Permitted principal uses and structures.

The following shall be permitted principal uses and structures in the I district:

- (1) Any industrial use which is otherwise lawful (except those uses requiring special controls and permissible as special exceptions) and which conforms to performance standards as set out in article II of this chapter.
- (2) Site and development plan approval (see chapter 46, article IV) is required for all industrial developments.  
(Ord. No. 434, § 4.11.2, 5-7-2002)

**LEGAL REVIEW: NONE**

**FISCAL IMPACTS: Lease for Airport and utilities**

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

**ATTACHMENTS: Information supplied by D&N Equine Recovery, LLC**

**COMMISSION ACTION:**

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

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

**Date: February 8, 2022**

**Information Supplied by D&N Equine Recovery, LLC**

D&N Animal Recovery LLC has been serving the livestock industry in New Jersey since 1945. In the Spring of 2021, the business set up operations in Morriston, FL under the name D&N Equine Recovery LLC. To our knowledge we are the only large animal recovery business in Levy, County.

**What We Do:**

Licensed to transport animal carcass/refuse in the State of Florida (CH-21-8113), we provide an essential service to the Equine/Bovine industry. The removal of deceased livestock from Equestrian Facilities, Beef Cattle Operations, Veterinary Hospitals, and Private Farms is a task that must be performed in order to prevent the spread of disease and maintain acceptable levels of sanitation.

**How a Crematorium Works:**

A Cremation is a process that uses intense heat to turn the remains of an animal into ashes. The crematorium we have ordered is from Matthews Environmental Solutions, based in Apopka, FL. The IEB-56 model represents the very latest in cremation technology and is a system designed specifically for large livestock such as horses and cows.

**Why This Business is Beneficial to the Community:**

According to an American Horse Council (AHC) study, there are 80,260 horses in the Levy/Marion County area. With a mortality rate hovering between 1-2%, there is ultimately a few thousand carcasses that need be disposed. On average, 8 out of 10 pick-ups D&N make are for animals that have been euthanized. When an animal is euthanized and buried, over time the carcass will decompose. This toxic solution will eventually seep into the drinking water, especially in a state like Florida with a relatively high water table. More and more, our customers are becoming aware of the environmental impact of burying euthanized livestock and would prefer cremation rather than removal. Cremation is ultimately the most environmentally friendly way of disposing of deceased livestock.

**Non-City Permits:**

Florida DEP Air Quality

**Location:**

Williston Airport on a 1 acre lot on (SW 8th Terrace).

**Type of Building:**

Standard Metal Building. The Size of the Crematorium is 12x16 and is 9ft Tall  
We would like the building to be big enough for us to move the horse from the truck to the crematorium with the overhead door closed.

**Date: February 8, 2022**

Utilities Needed:

Electric (The Crematorium operates off of 220v)

Water

Propane Tank outside of building

Emergency Generator for Cooler

Natural Gas (if possible)

Septic (if required)

Generator for cooler will be installed in case of power failure

Timeframe:

The crematorium will be delivered in October. Site should be ready by August or September.



**Date: February 8, 2022**



The Equine and Large Animal Cremation System  
SMOKE-BUSTER™ 283 Emission Control Chamber  
400 lbs. (181 kg) Per Hour Cremation Rate  
3000 lbs. (1360 kg) Safe Load Capacity  
Individual or Communal Load Operation  
Fully-automatic touch-screen control panel

The IEB-56 represents the very latest in cremation technology and is a high-production system designed for facilities that expect large volumes (8,000-10,000 pets per year) of segregated or communal cremations and the individual cremation of large livestock, including horses.

Operating Controls – Our Touch-Screen Panel, PLC-based controls simplify and completely automate the operation of the cremator for your equipment operator.

Operator Safety - Underwriter's Laboratories (UL) Listed represents the most widely recognized measure of safety and compliance, ensuring the safety of personnel and facilities.

SMOKE-BUSTER™ 283 - This feature effectively consumes and destroys smoke and odor from the cremation process.

Quiet Operation - Exclusive "Whisper Shield" allows operation without disturbing other services.

Retrieval System - Retrieval of cremated remains is safe and quick with the convenient external collection hopper.

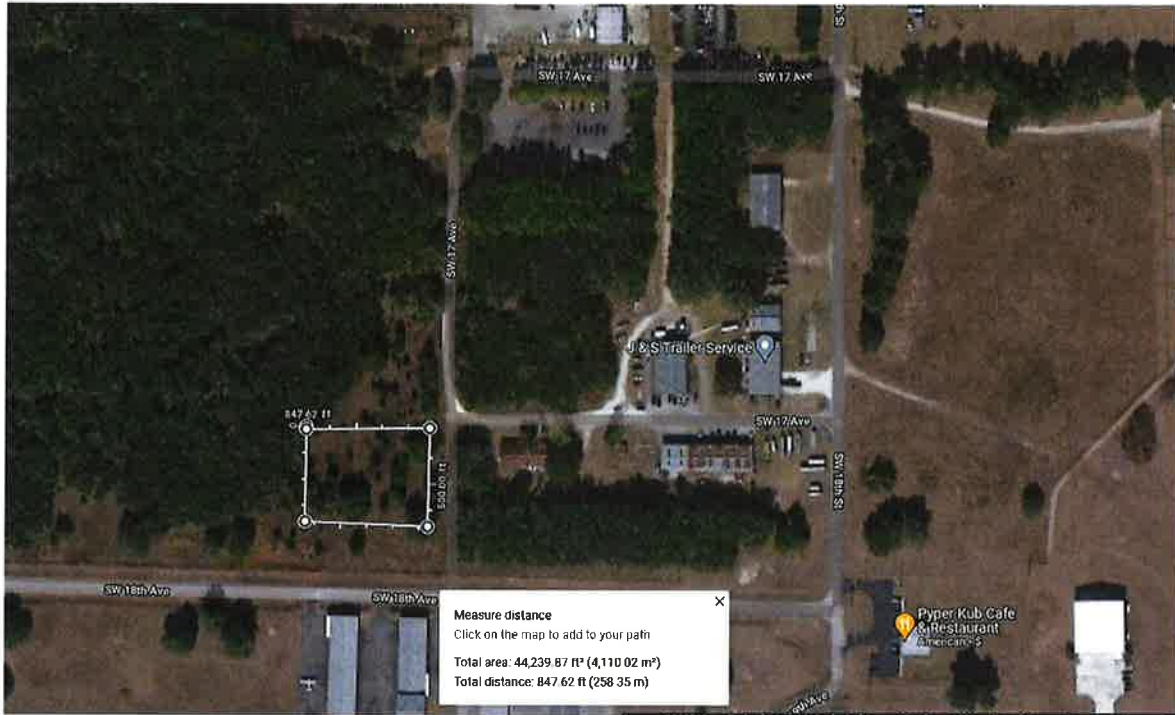
Cremation Chamber Floor - Unique "Hot Hearth" design eliminates fluid runoff and minimizes fuel consumption.

Stainless Steel Stack - Non-Corrosive, with 3" refractory lining for strength, durability, and safety.

Insulating Thickness - 12" of multi-component materials for longest lasting refractory and highest thermal efficiency.

Loading Door - Self-locking, self-sealing door opens and closes at the push of a button.

Date: February 8, 2022



Preferred Site

Date: February 8, 2022



Alternate Site

Date: 2/8/2022

## **COUNCIL AGENDA ITEM**

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### **RESOLUTION 2022-09:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE AMENDMENT OF LEASE BETWEEN EAGLE VISTAS LLC AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT AND IDENTIFIED AS HARDSTAND 3; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE EXTENSION; AND PROVIDING AN EFFECTIVE DATE.**

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

**FISCAL IMPACTS:** This Amendment will allow for minor maintenance, Aircraft recovery, and will allow them to operate a fuel truck. Eagle vistas will purchase fuel from the lessor and the Lessor is retaining its right to be the only operating FBO on the Airfield.

**RECOMMENDED ACTION:** Staff recommends approval.

### **ATTACHMENTS:**

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2022-09	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

### **COUNCIL ACTION:**

☐ APPROVED

☐ DENIED

**RESOLUTION NUMBER 2022-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE AMENDMENT OF LEASE BETWEEN EAGLE VISTAS LLC AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT AND IDENTIFIED AS HARDSTAND 3; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE EXTENSION; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**Section 2.** The City Council hereby approves the Assignment of lease from Shadow Trailers LLC to Cypress Aircraft Sales.

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

**PASSED AND ADOPTED** a meeting of the City Council this 8th day of February 2022.

**CITY OF WILLISTON, FLORIDA**

**BY:** \_\_\_\_\_  
Debra Jones, City Council President

**ATTEST:**

\_\_\_\_\_  
Latricia Wright, City Clerk

## **FIRST LEASE AMENDMENT**

**WHEREAS**, the City of Williston, ("Lessor"), and Eagle Vistas, LLC. ("Lessee"), did enter into a lease for real property and buildings at the Williston Airport (the "Lease"); and

**WHEREAS**, the Lessee has requested and the Lessor has agreed to several changes to the terms of the original Lease.

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

1. Paragraph two (2), titled "Term", is hereby amended to reflect December 15, 2021 as the beginning date of the initial lease term and December 14, 2026, as the ending date of the initial lease term.
2. Paragraph three (3), titled "Rent", is hereby amended to provide as follows:  
"The rent for the initial five (5) year term shall be \$\_\_\_\_\_ per year, together with all applicable sales tax; the said rent shall be due and payable monthly in advance at a rate of \$\_\_\_\_\_ per month; the rent shall be adjusted as of the anniversary date of every calendar year beginning December 15, 2022, by multiplying the rent for the prior term by the total percentage increase in the composite Consumer Price Index for the prior year as published by the U.S. Department of Labor, Bureau of Labor Statistics."
3. Paragraph six (6), titled "Uses Allowed and Prohibited", is hereby amended to provide as follows:  
"The Lessee shall use the Premises only for the following purposes: storage of aircraft and aircraft equipment, maintenance work on aircraft, aircraft recovery work, aircraft operation training, and storage of trailers/water storage tanks/golf carts/tractors as needed for these purposes. Lessor shall be the only fixed base operator on the airport and the only party that is authorized to sell fuel on airport property. The Lessee shall, however, be allowed to operate a fuel truck, provided Lessee exclusively purchases gas used in said truck from the FBO. The FBO shall sell fuel to Lessee at \$0.05 below SS retail price. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above."
4. Paragraph nineteen (19), titled "Assignment and Subletting", is hereby amended to provide as follows:

"The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease. Lessee may, upon thirty (30) days' notice to Lessor, assign, sublet, or join in its right, title or interest in the Lease their related business, Consolidated Ag Pilot Services, LLC., provided that the notice to Lessor include proof of activation of the FAA Commercial Part 137 operation as well as the Florida Department of Agriculture Aircraft Registration required associated with the related business."

5. Except for the provisions contained herein, the terms, conditions and covenants as contained in the Lease shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this First Lease Amendment to be executed this \_\_\_\_ day of December, 2021.

**LESSEE:**  
EAGLE VISTAS, LLC.

**LESSOR:**  
CITY OF WILLISTON

BY: \_\_\_\_\_  
BEVERLY BERRY  
PRESIDENT, EAGLE VISTAS, LLC.

BY: \_\_\_\_\_  
DEBRA JONES  
PRESIDENT, CITY COUNCIL

ATTEST: \_\_\_\_\_  
LATRICIA WRIGHT  
CITY CLERK



Date: 02/08/2022

## **COUNCIL AGENDA ITEM**

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### **RESOLUTION 2022-10:**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE AN AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT, FDOT PROJECT NUMBER 431238-1-94-20 WILLISTON MUNICIPAL AIRPORT - DESIGN & REHABILITATE THE GA TRANSIENT APRON & CONSTRUCT TAXIWAY H CONNECTOR – CHANGE ORDER #1 FOR EXECUTION AND PROVIDING AN EFFECTIVE DATE.**

**REQUESTED BY:** BENTON STEGALL AIRPORT MANAGER

**PREPARED BY:** BENTON STEGALL AIRPORT MANAGER

**FISCAL IMPACTS:** The city has entered into an agreement with FDOT and the FAA to rehabilitate the GA apron and construct a new taxiway. This project is 100% grant funded; however, the city does have to pay for the project up front and get reimbursed by both participating agencies. This project was a of this year's budget.

**RECOMMENDED ACTION:** Staff recommends approval.

### **ATTACHMENTS:**

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2022-10	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

### **COUNCIL ACTION:**

☐ APPROVED

☐ DENIED

## **RESOLUTION NUMBER 2022-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE AN AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT, FDOT PROJECT NUMBER 431238-1-94-20 WILLISTON MUNICIPAL AIRPORT - DESIGN & REHABILITATE THE GA TRANSIENT APRON & CONSTRUCT TAXIWAY H CONNECTOR – CHANGE ORDER #1 FOR EXECUTION AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Department and the Agency on 5/11/2020 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Agreement”).

**WHEREAS**, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

Amendment Description. The project is amended Design & Construction of the Williston Airport GA Transient Terminal Apron Rehabilitation to include the Taxiway connector, Lighting & signage -Additional funds being added.

- Adding Schedule B, Schedule C additive 1, C additive 2, and C additive 3 in the amount of \$360,317.95. This is for all required earthwork, electrical, paving and marking work for the taxi-way connector H
- It also adds 45 calendar days to the project duration.

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

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

**Section 2.** The City Council hereby approves the amendment of to the public transportation grant agreement as described in

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

**PASSED AND ADOPTED** a meeting of the City Council this 8<sup>TH</sup> day of February 2022.

**CITY OF WILLISTON, FLORIDA**

**BY:** \_\_\_\_\_  
Debra Jones, City Council President

**ATTEST:**

\_\_\_\_\_  
Latricia Wright, City Clerk

\_\_\_\_\_  
Scott Walker, City Attorney

**CHANGE ORDER NO. 1**

(January 2022)

**Apron Pavement Rehabilitation and New TW Connector Project**

FDOT FIN 431258-1-94-22 (Am3)  
PA Project No. 20090041.019R

Contract No. 431238-1-94-20  
Contract Date: Oct 21, 2021

CONTRACTOR:  
VE Whitehurst & Sons, Inc.  
20551 NE 75<sup>th</sup> Street  
Williston, FL 32696

OWNER:  
City of Williston, FL  
Williston Municipal Airport (X60)  
Williston, FL 32696

This change to the original contract amount has been initiated by the Owner to perform all work as bid with the additional funds provided by the Florida Department of Transportation ***upon written notification by the Engineer.***

You are hereby authorized and directed to make the following change(s) in this Contract:

1. **ADD** Schedule B – Base Bid: General Aviation Apron Rehabilitation in the amount of **\$34,197.00** as bid per the attached Bid Tabulation.
2. **ADD** Schedule C – Bid Additive 1: Earthwork for Proposed TW Connector in the amount of **\$151,121.50** as bid per the attached Bid Tabulation.
3. **ADD** Schedule C – Bid Additive 2: Base Installation, Paving and Marking Work for Proposed TW Connector in the amount of **\$123,846.95** as bid per the attached Bid Tabulation.
4. **ADD** Schedule C – Bid Additive 3: Electrical Work for Proposed TW Connector in the amount of **\$51,152.50** as bid per the attached Bid Tabulation.
5. **ADD Forty-five (45)** calendar days to the Project Duration.

Original Contract Amount	\$238,944.50
<b>Added Contract Amount</b>	<b><u>\$360,317.95</u></b>
Adjusted Contract Amount	\$599,262.45

Original Contract Duration	75 Calendar Days
<b>Added Contract Time</b>	<b><u>45 Calendar Days</u></b>
Adjusted Contract Duration	120 Calendar Days

**CHANGE ORDER NO. 1**

(January 2022)

**Apron Pavement Rehabilitation and New TW Connector Project**

Signature of the Contractor indicates agreement with the terms of this Change Order, including any adjustments in the Contract Sum and /or Contract Time. Adjusted cost and time include all direct, indirect and impact costs and time for delays, disruption, inefficiency, acceleration and all other claims.

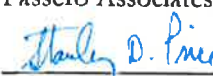
**AGREED TO:**

VE Whitehurst & Sons, Inc.

 Date: 1-18-2022  
William J. Whitehurst, President

**RECOMMENDATION BY:**

Passero Associates, LLC

 Date: 01-31-22  
Stan Price, PE, Project Engineer

**APPROVED / AUTHORIZED BY:**

City of Williston, FL

\_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFIED BID TABULATION**  
**General Aviation Aircraft Apron Rehabilitation and New Taxiway**  
Williston Municipal Airport  
PA PN 20090041.0019

SCHEDULE A - BASE BID: GENERAL AVIATION REHABILITATION PROJECT (FEDERAL, STATE, LOCAL FUNDED)					Engineer's Opinion of Probable Construction Cost		Anderson Columbia Ocala, FL		D.A.B. Inglis, FL		V.E. Whitehurst Williston, FL	
ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
C-100-14.1	Contractor Quality Control Program and Testing	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 40,538.81	\$ 40,538.81	\$ 95,000.00	\$ 95,000.00	\$ 16,405.00	\$ 16,405.00	
C-107-4.1	Maintenance of Traffic and Airfield Safety	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 54,796.11	\$ 54,796.11	\$ 15,000.00	\$ 15,000.00	\$ 39,795.50	\$ 39,795.50	
C-105-6.1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 73,806.80	\$ 73,806.80	\$ 94,033.88	\$ 94,033.88	\$ 38,435.00	\$ 38,435.00	
P-101-5.2	Sawcutting Pavement	110	LF	\$ 5.00	\$ 550.00	\$ 2.61	\$ 287.10	\$ 50.00	\$ 5,500.00	\$ 6.00	\$ 660.00	
P-101-5.3	Pavement Demolition (Milling 2-Inches)	8,200	SY	\$ 6.00	\$ 49,200.00	\$ 2.51	\$ 20,582.00	\$ 4.00	\$ 32,800.00	\$ 1.12	\$ 9,184.00	
P-401-8.1	Asphalt Surface Course (2-Inches)	1,000	TON	\$ 150.00	\$ 150,000.00	\$ 127.06	\$ 127,060.00	\$ 160.00	\$ 160,000.00	\$ 123.00	\$ 123,000.00	
P-603-5.1	Bituminous Tack Coat	820	GAL	\$ 5.00	\$ 4,100.00	\$ 4.14	\$ 3,394.80	\$ 5.00	\$ 4,100.00	\$ 6.00	\$ 4,920.00	
P-620-5.1	Temporary Pavement Marking, Yellow	650	SF	\$ 1.50	\$ 975.00	\$ 2.24	\$ 1,456.00	\$ 5.00	\$ 3,250.00	\$ 2.15	\$ 1,397.50	
P-620-5.2	Permanent Pavement Marking, Yellow, Including Type III Reflective Media and Microbicide	650	SF	\$ 2.50	\$ 1,625.00	\$ 3.36	\$ 2,184.00	\$ 5.00	\$ 3,250.00	\$ 3.25	\$ 2,112.50	
P-620-5.3	Permanent Pavement Marking, Black, Including Microbicide	1,300	SF	\$ 1.00	\$ 1,300.00	\$ 1.68	\$ 2,184.00	\$ 5.00	\$ 6,500.00	\$ 1.65	\$ 2,145.00	
T-901-5.1	Seeding	1	AC	\$ 1,200.00	\$ 600.00	\$ 6,187.20	\$ 3,093.60	\$ 5,600.00	\$ 2,800.00	\$ 3,000.00	\$ 1,500.00	
T-905-5.1	Topsolling	250	CY	\$ 20.00	\$ 5,000.00	\$ 30.37	\$ 7,592.50	\$ 35.00	\$ 8,750.00	\$ 8.00	\$ 1,500.00	
SUBTOTAL SCHEDULE A - BASE BID:					\$ 277,350.00		\$ 346,975.72		\$ 430,983.88		\$ 238,944.50	

SCHEDULE B - BASE BID: GENERAL AVIATION REHABILITATION PROJECT (STATE, LOCAL FUNDED)					Engineer's Opinion of Probable Construction Cost		Anderson Columbia Ocala, FL		D.A.B. Inglis, FL		V.E. Whitehurst Williston, FL	
ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
P-101-5.2	Pavement Demolition (Milling 2-Inches)	1,650	SY	\$ 6.00	\$ 9,900.00	\$ 4.71	\$ 7,771.50	\$ 5.00	\$ 8,250.00	\$ 1.12	\$ 1,848.00	
P-401-8.1	Asphalt Surface Course (2-Inches)	250	TON	\$ 150.00	\$ 37,500.00	\$ 127.06	\$ 31,765.00	\$ 160.00	\$ 40,000.00	\$ 123.00	\$ 30,750.00	
P-603-5.1	Bituminous Tack Coat	165	GAL	\$ 5.00	\$ 825.00	\$ 5.38	\$ 887.70	\$ 5.00	\$ 825.00	\$ 6.00	\$ 990.00	
P-620-5.1	Temporary Pavement Marking, Yellow	70	SF	\$ 1.50	\$ 105.00	\$ 2.24	\$ 156.80	\$ 5.00	\$ 350.00	\$ 2.15	\$ 150.50	
P-620-5.2	Permanent Pavement Marking, Yellow, Including Type III Reflective Media and Microbicide	70	SF	\$ 2.50	\$ 175.00	\$ 3.36	\$ 235.20	\$ 5.00	\$ 350.00	\$ 3.25	\$ 227.50	
P-620-5.3	Permanent Pavement Marking, Black, Including Microbicide	140	SF	\$ 1.00	\$ 140.00	\$ 1.68	\$ 235.20	\$ 5.00	\$ 700.00	\$ 1.65	\$ 231.00	
SUBTOTAL SCHEDULE B - BASE BID:					\$ 48,645.00		\$ 41,051.40		\$ 50,475.00		\$ 34,197.00	

SCHEDULE C - BID ADDITIVE 1: EARTHWORK FOR PROPOSED TAXIWAY CONNECTOR (STATE AND LOCAL FUNDED)					Engineer's Opinion of Probable Construction Cost		Anderson Columbia Ocala, FL		D.A.B. Inglis, FL		V.E. Whitehurst Williston, FL	
ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
C-102-5.1	Temporary Erosion and Sedimentation Control, Including Silt Fence	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 3,575.76	\$ 3,575.76	\$ 25,000.00	\$ 25,000.00	\$ 59,931.50	\$ 59,931.50	
P-151-4.1	Clearing and Grubbing	1.5	AC	\$ 4,000.00	\$ 6,000.00	\$ 28,654.82	\$ 42,982.23	\$ 20,000.00	\$ 30,000.00	\$ 16,700.00	\$ 25,050.00	
P-152-4.1	Unclassified Excavation	1,700	AC	\$ 15.00	\$ 30,000.00	\$ 20.24	\$ 34,408.00	\$ 30.00	\$ 51,000.00	\$ 12.00	\$ 20,400.00	
P-152-4.2	Embankment in Place	2,000	CY	\$ 15.00	\$ 30,000.00	\$ 18.57	\$ 37,140.00	\$ 30.00	\$ 60,000.00	\$ 11.40	\$ 22,800.00	
D-701-5.1	24" Diameter, Class V Reinforced Concrete Pipe	128	LF	\$ 70.00	\$ 8,960.00	\$ 125.13	\$ 16,016.64	\$ 115.00	\$ 14,720.00	\$ 105.00	\$ 13,440.00	
FDOT 430	FDOT Straight Concrete Endwall	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 4,946.44	\$ 9,892.88	\$ 5,600.00	\$ 11,000.00	\$ 3,000.00	\$ 6,000.00	
FDOT 425	FDOT Ditch Bottom Inlet	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 5,284.48	\$ 5,284.48	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	
SUBTOTAL SCHEDULE C - BID ADDITIVE 1:					\$ 92,460.00		\$ 149,314.89		\$ 196,720.00		\$ 151,121.50	

SCHEDULE C - BID ADDITIVE 2: BASE INSTALLATION, PAVING, AND MARKING WORK FOR PROPOSED TAXIWAY CONNECTOR (STATE AND LOCAL FUNDED)					Engineer's Opinion of Probable Construction Cost		Anderson Columbia Ocala, FL		D.A.B. Inglis, FL		V.E. Whitehurst Williston, FL	
ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
P-101-5.4	Remove Existing Overhead Light	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,927.74	\$ 2,927.74	\$ 15,000.00	\$ 15,000.00	\$ 2,365.00	\$ 2,365.00	
P-211-5.1	Limerock Base Course (8-Inch)	2850	SY	\$ 11.00	\$ 29,150.00	\$ 13.53	\$ 35,854.50	\$ 20.00	\$ 53,000.00	\$ 9.85	\$ 28,102.50	
P-401-8.1	Asphalt Surface Course (2-Inch)	325	TON	\$ 150.00	\$ 48,750.00	\$ 119.40	\$ 38,805.00	\$ 160.00	\$ 52,000.00	\$ 123.00	\$ 39,975.00	
P-401-8.2	Asphalt Base Course (2-Inch)	325	TON	\$ 120.00	\$ 39,000.00	\$ 119.40	\$ 38,805.00	\$ 160.00	\$ 52,000.00	\$ 123.00	\$ 39,975.00	
P-602-5.1	Prime Coat	795	GAL	\$ 5.00	\$ 3,975.00	\$ 3.79	\$ 3,013.05	\$ 5.00	\$ 3,975.00	\$ 4.71	\$ 3,744.45	
P-603-5.1	Tack Coat	265	GAL	\$ 5.00	\$ 1,325.00	\$ 4.60	\$ 1,219.00	\$ 5.00	\$ 1,325.00	\$ 6.00	\$ 1,580.00	
P-620-5.1	Temporary Pavement Marking, Yellow	450	SF	\$ 150.00	\$ 67,500.00	\$ 2.24	\$ 1,008.00	\$ 5.00	\$ 2,250.00	\$ 2.15	\$ 967.50	
P-620-5.2	Permanent Pavement Marking, Yellow, Including Type III Reflective Media And Microbicide	450	SF	\$ 150.00	\$ 67,500.00	\$ 3.36	\$ 1,512.00	\$ 5.00	\$ 2,250.00	\$ 3.25	\$ 1,462.50	
P-620-5.3	Permanent Pavement Marking, Black, Including Microbicide	900	SF	\$ 120.00	\$ 108,000.00	\$ 1.68	\$ 1,512.00	\$ 5.00	\$ 4,500.00	\$ 1.65	\$ 1,485.00	
T-901-5.2	Seeding	0.66	AC	\$ 1,200.00	\$ 792.00	\$ 8,044.24	\$ 5,309.20	\$ 6,000.00	\$ 3,980.00	\$ 3,000.00	\$ 1,980.00	
P-905-5.1	Topsoiling	700	CY	\$ 20.00	\$ 14,000.00	\$ 24.93	\$ 17,451.00	\$ 35.00	\$ 24,500.00	\$ 6.00	\$ 4,200.00	
SUBTOTALSCHEDULE C - BID ADDITIVE 2:					\$ 384,992.00		\$ 147,416.49		\$ 214,780.00		\$ 123,846.95	

SCHEDULE C - BID ADDITIVE 3: ELECTRICAL WORK FOR PROPOSED TAXIWAY CONNECTOR (STATE AND LOCAL FUNDED)				Engineer's Opinion of Probable Construction Cost		Anderson Columbia Ocala, FL		D.A.B. Inglis, FL		V.E. Whitehurst Williston, FL			
ITEM CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST		
L-108-5.1	Cable Trenching	800	LF	\$ 1.20	\$ 960.00	\$ 2.24	\$ 1,792.00	\$ 25.00	\$ 20,000.00	\$ 2.15	\$ 1,720.00		
L-108-5.2	1/C. No. 8 AWG, 5kv, Type C Electrical Cable, Installed in New Conduit	1010	LF	\$ 4.00	\$ 4,040.00	\$ 3.65	\$ 3,686.50	\$ 35.00	\$ 35,350.00	\$ 3.50	\$ 3,535.00		
L-108-5.3	No. 6 AWG, Solid, Bare Counterpoise Wire Including Ground Rods and Ground Connectors, Installed in Trench	750	LF	\$ 3.00	\$ 2,250.00	\$ 3.36	\$ 2,520.00	\$ 60.00	\$ 45,000.00	\$ 3.25	\$ 2,437.50		
L-110-5.1	2 inch PVC Conduit	800	LF	\$ 6.00	\$ 4,800.00	\$ 7.85	\$ 6,280.00	\$ 25.00	\$ 20,000.00	\$ 7.55	\$ 6,040.00		
L-125-5.1	L-861 Elevated Medium Intensity Les Taxiway Edge Light on New L-867B Light Can, Including Transformer and Connections	21	EA	\$ 1,200.00	\$ 25,200.00	\$ 897.32	\$ 18,843.72	\$ 600.00	\$ 12,600.00	\$ 860.00	\$ 18,060.00		
L-125-5.2	Size 2, Mode 2, Style 2 LED Lighted Sign on New Concrete Base	4	EA	\$ 8,000.00	\$ 32,000.00	\$ 5,047.41	\$ 20,189.64	\$ 6,000.00	\$ 24,000.00	\$ 4,840.00	\$ 19,380.00		
SUBTOTALSCHEDULE C - BID ADDITIVE 3:					\$	89,260.00	\$	63,311.86	\$	156,950.00	\$	61,152.50	
SUBTOTAL SCHEDULE A - BASE BID					USD	\$	277,350.00	\$	346,975.72	\$	430,983.88	\$	238,944.50
SUBTOTAL SCHEDULE B - BASE BID					USD	\$	48,645.00	\$	41,051.40	\$	50,475.00	\$	34,197.00
TOTAL - BASE BID (SCHEDULE A + SCHEDULE B)					USD	\$	325,995.00	\$	388,027.12	\$	481,458.88	\$	273,141.50
SUBTOTAL SCHEDULE C - ADDITIVE 1					USD	\$	92,460.00	\$	149,314.99	\$	196,720.00	\$	151,121.50
SUBTOTAL SCHEDULE C - ADDITIVE 2					USD	\$	384,992.00	\$	147,416.49	\$	214,760.00	\$	123,846.95
SUBTOTAL SCHEDULE C - ADDITIVE 3					USD	\$	69,260.00	\$	63,311.86	\$	156,950.00	\$	61,152.50
TOTAL - SCHEDULE C BID					USD	\$	546,702.00	\$	350,043.34	\$	558,430.00	\$	326,120.95
TOTAL (SCHEDULE A + SCHEDULE B + SCHEDULE C)					USD	\$	872,697.00	\$	738,070.46	\$	1,049,888.88	\$	599,262.45



I hereby certify that, to the best of my knowledge, this is a true and correct copy of the tabulation of bids which were opened at the Williston City Hall on April 27, 2021, at 2:00 P.M. local time for the captioned project.







Dec 21, 2021

William J. Whitehurst  
President  
V. E. Whitehurst & Sons, Inc.  
20551 NE 75<sup>th</sup> Street  
Williston, FL 32696

**RE: Contract Time Suspension**  
**Apron Pavement Rehabilitation & New TW Connector Project**  
**Contract 431258-1-94-20 dated 21 Oct 2021**  
**Williston Municipal Airport, Williston, FL**

Dear Mr. Whitehurst:

This letter is to authorize the suspension of Contract Time on the Apron Pavement Rehabilitation and New TW Connector Project at Williston Municipal Airport. This action has been initiated by the Owner to accommodate the additional scope and time associated with State funding the new taxiway connector.

The last charged Contract Day shall be Contract Day 22, which is Monday, December 20, 2021. This time suspension shall continue until further written notice.

If you have any questions, please feel free to contact me at this office.

Sincerely,

David F. Harris III  
Senior Construction Inspector

cc: File

**COUNCIL AGENDA ITEM**

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**TOPIC: Workshop Date to be established for Electric Rates and New Gas Ordinance**

**PREPARED BY:** Jonathen Bishop, Public Works Director

1. **BACKGROUND/DESCRIPTION:** The Gas ordinance has not been changed or altered in many years. With so much construction and development current and forecasted, the City of Williston needs to protect its assets including its investment in the Gas Utility.
2. FGU and Public Works will present a NEW City Gas ordinance to REPLACE the current ordinance.
3. Electric Rates are one of the lowest in the state and will cease to be a long-term solution for the general funding of the City of Williston without immediate adjustment.
4. FMPA and Public Works will present a few different solutions for the Councils consideration.

**LEGAL REVIEW:** NO

**FISCAL IMPACTS:** None

**RECOMMENDED ACTION:** To set and establish an effective date and workshop hearing.

**ATTACHMENTS:** Proposal

**COMMISSION ACTION:**

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

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

**COUNCIL AGENDA ITEM**

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**TOPIC: Services for Wright-Pierce for Design for CBDG Grant cycle**

**PREPARED BY:** Jonathen Bishop, Public Works Director

1. **BACKGROUND / DESCRIPTION:** Wright-Pierce has been utilized effectively for previous CBDG Grants in the past.
2. This will not affect any existing service contract that the City of Williston currently has with any vendor or service provider.

**LEGAL REVIEW:** NO

**FISCAL IMPACTS:** Finance Director Stephen Bloom consulted and advised funds will come from American Rescue Act.

**RECOMMENDED ACTION:** To approve the agreement and provide an effective date.

**ATTACHMENTS:** Resolution and Proposal.

**COMMISSION ACTION:**

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

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

Date: **1/25/2022**

Project No.: **20674**

To: **Mr. Donald Barber**

From: **Dennis Davis, PE, Assoc. DBIA**

Subject: **Community Development Block Grant – FY22 Application Cycle**

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The Florida Department of Economic Opportunity (DEO) manages a grant program called the Community Development Block Grant (CDBG). Under the CDBG program there are several subtypes of grants. One of those is the Neighborhood Revitalization (CDBG-NR) grant which allows communities to request grant funding for various types of projects that will benefit a community including infrastructure upgrades such as water, wastewater, and stormwater projects.

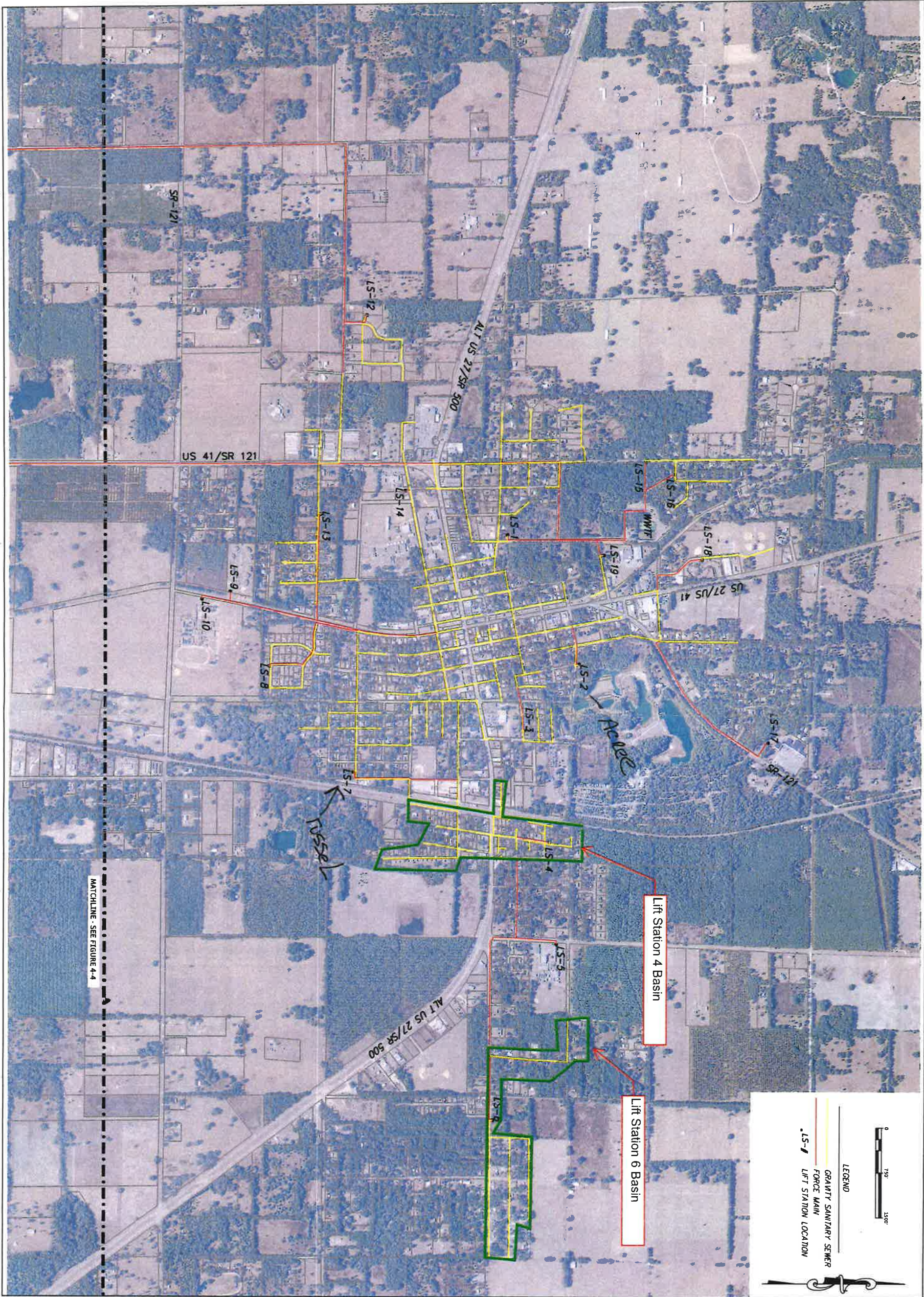
A city is only allowed to have one CDBG-NR grant open at a time and the value of the grant is typically in the range of \$650,000 to \$750,000. The CDBG-NR grant program accepts grant applications once a year. The next grant cycle is expected to open in the early part of the second quarter of 2022 and the grant application period closes 45 days after it opens. These grants are competitively scored and not every community that applies is awarded grant money each year. Projects that are shovel ready, meaning projects that have finalized plans and specifications, receive additional points, as opposed to projects that are not shovel ready, in the scoring/ranking process.

The City of Williston has recently completed the WWTP Phase 1 project which was funded by a CDBG-NR grant and thus is eligible to submit a grant application for the next CDBG-NR grant cycle. It is expected that, the next grant cycle will open in April 2022. City staff has been working with its engineering consultant, Wright-Pierce, to identify a project to propose for the next CDBG-NR grant cycle. However, a final project has not been selected at this time. Projects under consideration include: downtown sewer system rehabilitation; East Williston water and wastewater expansion; East Williston drainage improvements; and East Williston pump station upgrades. These projects are being evaluated based on several factors that include: project construction cost; compliance with CDBG beneficiaries' income requirements; how each project may fit in with the Asset Management Plan; and ability to complete the design prior to the close of the application period.

Wright-Pierce will meet with City staff in the coming weeks to select the best project to request CDBG-NR funding for. In order to begin the design process and to allow Wright-Pierce the maximum time possible to complete the design prior to the closing of the grant application period, we are requesting that the City Council approve a resolution that would allow the City Manager to approve a contract with Wright-Pierce in an amount between \$75,000 and \$100,000.00 to design the selected project.

Additionally, the City Council should approve having Fred Fox Enterprises, our CDBG Grant Consultant, proceed with the CDBG-NR grant application. Fred Fox Enterprises takes on the grant application work at no cost to the City with the understanding that when the grant is approved they will be paid out of the grant for the grant administration costs.





CITY OF WILLISTON  
SCWFG PLAN

APPROXIMATE COLLECTION  
AND TRANSMISSION SYSTEM

CHASTAIN-SKILLMAN, INC.

DRAWN BY: BLF (SEPTEMBER 26, 2013)  
REVIEWED/APPROVED BY: SAD

CSI PROJ. NO. 9557.01

FIGURE 4-3



**COUNCIL AGENDA ITEM**

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**TOPIC: Prepay Block 3 for Gas purchasing through FGU**

**PREPARED BY:** Jonathen Bishop, Public Works Director

**BACKGROUND / DESCRIPTION:**

Florida Gas Utility (FGU) presented the "Block 3 Prepay plan" to the Council on July 6, 2021. This plan offers a \$.30 discount for natural gas to all of Williston.

City Council was agreeable but needed a Resolution authorizing FGU to move forward with the discount.

**LEGAL REVIEW: NO**

**FISCAL IMPACTS:** Presents a savings on the purchase of natural gas

**RECOMMENDED ACTION:** Approval

**ATTACHMENTS:** Resolution 2022-08

**COMMISSION ACTION:**

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

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

## **RESOLUTION 2022 -08**

**A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING FLORIDA GAS UTILITY (FGU) TO SIGN AN AGREEMENT ON BEHALF OF THE CITY OF WILLISTON TO PARTICIPATE IN THE "BLOCK 3 PREPAY" PROGRAM, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Williston has a Gas Utility and works with Florida Gas Utility (FGU) in purchasing bulk gas; and

**WHEREAS** FGU has presented a Block 3 Prepay Program that will save the city in bulk gas purchases.

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

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

**SECTION 2.** The City of Williston authorizes Florida Gas Utilities to enter the Block 3 Pre-pay plan on behalf of the City of Williston.

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

**PASSED AND ADOPTED on February 8, 2022.**

**CITY OF WILLISTON, FLORIDA**

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Debra Jones, President  
Williston City Council

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**ATTEST:** Latricia Wright  
City Clerk

COUNCIL AGENDA ITEM

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**TOPIC:** Cowlink Tech Full-time. Resolution 2022-11. A Resolution of the City Council of the City of Williston, Levy County, Florida, authorizing Human Resources to designate a full-time Information Technician and provide an effective date.

**PREPARED BY:** Donald Barber, Public Works Supervisor / Aaron Mills, I.T. Director

1. **BACKGROUND / DESCRIPTION:**
2. Two part-time positions will be combined to create one full-time position.
3. The final pay rate will be \$18.00 an hour with a scheduled 40 hours, with benefits.

**LEGAL REVIEW:** NO

**FISCAL IMPACTS:** Will be a cost savings of approximately \$10,000 / year. Which will cover any potential overtime costs. See attached addendum for details.

**RECOMMENDED ACTION:** To formally approve and establish an effective date.

**ATTACHMENTS:** Resolution 2022-11

**COMMISSION ACTION:**

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

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



**RESOLUTION 2022-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, AUTHORIZING HUMAN RESOURCES TO DESIGNATE A FULL-TIME INFORMATION TECHNICIAN AND PROVIDE AN EFFECTIVE DATE.**

**WHEREAS**, the City of Williston has received a grant for affordable internet.

**WHEREAS** no acceptable candidate could be found for a part-time candidate.

**WHEREAS** the City of Williston will authorize Human Resources to combine the two part-time positions of Public Works part-time mechanic, and I.T.'s Part-time technician.

**WHEREAS** the City of Williston finds that it is necessary to create a full-time position with benefits to retain a reliable technician for Cowlink installs and maintenance.

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

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

**SECTION 2.** The City Council hereby accepts the Terms and Conditions of the Proposal.

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

**PASSED AND ADOPTED on February 8, 2022.**

**CITY OF WILLISTON, FLORIDA**

\_\_\_\_\_  
Debra Jones, Council President

**ATTEST:**

\_\_\_\_\_  
Latricia Wright, City Clerk

Good Morning,

Aaron,

It is cost effective to hire one full-time employee rather than two part-time employees. Will there be OT if we hire one tech?

Name	Position	FY2022 Rate	Emp Type	Allocation	Team Count	Reg Hrs.	Total Hrs	Regular Wages	Safety Pay	Total Wages	FICA / MC	Pension / Retirement	Health Insurance	Life Insurance	Total Taxes & Benefits	Total Payroll Cost
New Position	IT Technician	\$18.00	PT	100%	1.0	1,560	1,560	28,080	25	28,105	2,150	545	-	-	2,695	30,800
New Position	IT Technician	\$18.00	PT	100%	1.0	1,560	1,560	28,080	25	28,105	2,150	545	-	-	2,695	30,800
New Position	IT Technician	\$18.00	FT	100%	1.0	2,080	2,080	37,440	25	37,465	2,866	727	10,290	72	13,955	51,420

2 Positions \$18 hours 30 hours week

1 Position \$18 full-time with benefits

3,120	3,120	56,160	50	56,210	4,300	1,090	-	-	5,391	61,601
2,080	2,080	37,440	25	37,465	2,866	727	10,290	72	13,955	51,420

Best Regards,

Jennifer Andrews  
Accountant II  
City of Williston  
50 NW Main Street  
Williston, Florida 32696

Phone: 352-528-3060 ext. 114  
Finance@willistonfl.org