

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

DATE: TUESDAY, JUNE 21, 2022
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Charles Goodman
Council President Debra Jones
Vice-President Marguerite Robinson
Councilmember Michael Cox
Councilmember Zach Bullock
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman
City Attorney Scott Walker
City Clerk Latricia Wright
Attorney Kiersten Ballou
Finance Director Stephen Bloom

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ITEM – 2 – RECOGNIZING CHRISTY RICHARDSON AND ALEX RODRIGUEZ FOR OBTAINING THEIR GAS LICENSE: MAYOR CHARLES GOODMAN.

ITEM – 3 – PUBLIC PARTICIPATION

ITEM – 4 – CONSENT AGENDA – (pp 4-7)

- Council minutes from June 7, 2022

ITEM – 5 – OLD BUSINESS

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN
- STAFF

B. DISCUSSION WITH POSSIBLE ACTION: PURCHASING A NEW 2022 DODGE 5500 SIERRA SERIES BRUSH TRUCK: CHIEF LAMAR STEGALL. (pp 8-11)

ITEM – 6 – NEW BUSINESS –

A. DISCUSSION WITH POSSIBLE ACTION: WAG'S LEASE EXTENSION.

CAROL TCHEBANOFF.

B. REVIEW OF APRIL 2022 FINANCIAL REPORT: FINANCIAL DIRECTOR STEPHEN BLOOM. (pp 12-33)

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- C. RESOLUTION 2022-29: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA; APPOINTING MEMBERS TO THE CITY OF WILLISTON SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CITIZENS ADVISORY TASK FORCE (CATF) FOR THE FEDERAL FISCAL YEAR 2023, TO SERVE A FOUR (4) YEAR TERM AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. (pp 34-36)
- D. RESOLUTION 2022-32: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN SEABRING MARINE INDUSTRIES, INC., AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT KNOW AS PARCEL 7 WITH A LEGAL DESCRIPTION AS PROVIDED IN EXHIBIT "A"; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 37-53)
- E. RESOLUTION 2022-34: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PASSERO ASSOCIATES, LLC MASTER CONSULTING SERVICES AGREEMENT; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 54-69)
- F. RESOLUTION 2022-35: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN A RENEWAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION PLAN FOR FY 2022-2023, AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS DIRECTOR JONATHEN BISHOP. (pp 70-74)
- G. DISCUSSION WITH POSSIBLE ACTION: CITY OF WILLISTON BUDGET CALENDAR-FISCAL YEAR 2023. CITY MANAGER JACKIE GORMAN. (pp 75-76)

ITEM – 7 – PUBLIC PARTICIPATION

ITEM - 8 - ANNOUNCEMENTS

ITEM – 9 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING JULY 5, 2022, AT 6:00 P.M.

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

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

<https://v.ringcentral.com/join/069017976>

Meeting ID: 069017976

One tap to join audio only from a smartphone:
+16504191505,, 069017976/# United States (San Mateo, CA)

Or dial:

+1 (650) 4191505 United States (San Mateo, CA)

Access Code / Meeting ID: 069017976

International numbers available: <https://v.ringcentral.com/teleconference>

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, JUNE 7, 2022
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER – 6:00 p.m.

ROLL CALL

MEMBERS:

Mayor Charles Goodman
Council President Debra Jones
Vice-President Marguerite Robinson - absent
Councilmember Michael Cox
Councilmember Zach Bullock
Councilmember Elihu Ross

OTHERS:

City Manager Jackie Gorman
City Attorney Scott Walker - absent
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 Goodman.

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

Item 7 (D) canceled. Motion to approve agenda as amended by Councilmember Cox. Seconded by Councilmember Bullock.

ITEM – 2 - SWEARING IN OF NEW POLICE OFFICER JOSE A. PEREZ AND THOMAS MCCULLOUGH: MAYOR CHARLES GOODMAN.

Mayor Goodman swore in new police officers Jose Perez and Thomas McCullough.

ITEM – 3 – PROMOTION OF OFFICER TIM O’HARA TO RANK OF SERGEANT. MAYOR CHARLES GOODMAN.

Mayor Goodman presented Officer O’Hara his Sergeants badge.

ITEM – 4 – PUBLIC PARTICIPATION - Mr. Dwayne Williams, Williston resident request to speak on Ordinance 2022-697. Cookie King Realtor commented on Stadium View property regarding sidewalks. Jackie Appling with the Friends of the Cornelius Williams Park Committee invited everyone to their Juneteenth event to be held on June 18th from 9-2 at Cornelius Williams Park. Business owner Marvin Johnson thanked City Staff for doing a great job on Block 12 project. Steve McMillian commented on the traffic light at Main and Noble.

ITEM – 5 – CONSENT AGENDA -Motion to approve consent agenda made by Councilmember Cox. Seconded by Councilmember Bullock. Motion carried.

- Council minutes from May 17, 2022

ITEM – 6 – OLD BUSINESS

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER JACKIE GORMAN – City Manager Gorman commented on weekly staff reports. Consensus from Council to continue reports weekly.
- STAFF – Chief Rolls commented on students from Joyce Bullock Elementary School visiting the Police and Fire Department. Chief Stegall commented on brush truck engine failure. Motion made by Councilmember Bullock to move forward with emergency repair of the brush truck. Seconded by Councilmember Cox. Motion carried 4-0. Utility Manager Jonathen Bishop commented on starting Block 12 project.

PUBLIC HEARINGS:

- B. SECOND READING ORDINANCE 2022-696: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; PROVIDING FOR THE PERMANENT CLOSING OF THE UNIMPROVED RIGHT-OF-WAY KNOWN NOW AS BEE TREE LANE AND NAMED BEE TREE DRIVE IN PLAT BOOK 1, PAGE 50 OF THE PUBLIC RECORDS OF LEVY COUNTY AND LOCATED WITHIN BULLOCK’S SUBDIVISION BETWEEN LOTS 15 AND 16; FINDING THAT THE CLOSING OF THE RIGHT-OF-WAY WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY OR WELFARE; THAT THE RIGHT-OF-WAY WILL REMAIN A UTILITY EASEMENT; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES.** – City Clerk swore in City Planner Jones, Marc Pompeo, Cookie King, Larry King, and Steve McMillian. Cookie King commented on a recorded easement for this property. Motion by Councilmember Bullock to table Ordinance 2022-696. Seconded by Councilmember Ross. Motion carried 4-0.
- C. SECOND READING ORDINANCE 2022-697: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; PROVIDING FOR THE PERMANENT CLOSING OF THE UNIMPROVED ROAD LOCATED AT 850 SW 7TH STREET, WILLISTON, FLORIDA IN PLAT BOOK 2, PAGE 5, HILLCREST UNIT 1, OF THE PUBLIC RECORDS OF LEVY COUNTY; FINDING THAT THE CLOSING OF THE ROAD WILL NOT ADVERSELY AFFECT THE PUBLIC HEALTH, SAFETY, OR WELFARE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES.** – Swore in City Planner Jones, Mr. Eric Brooks, and Steve McMillian. Motion by Councilmember Cox to approve Ordinance 2022-697. Seconded by Councilmember Bullock. Motion carried 4-0.
- D. SECOND READING ORDINANCE 2022-698: AN ORDINANCE OF THE CITY COUNCIL FOR THE CITY OF WILLISTON, FLORIDA, MAKING CERTAIN FINDINGS AND DETERMINATIONS; AMENDING SECTION 40-142 OF THE CODE OF ORDINANCES, CITY OF WILLISTON, FLORIDA; ADOPTING, ENACTING, AND PROVIDING FOR THE ELECTRIC UTILITY RATEMAKING BY RESOLUTION; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER PUBLIC WORKS SUPERVISOR.. (TABLE)**

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- E. SECOND READING ORDINANCE 2022-699: AN ORDINANCE OF THE CITY OF WILLISTON, FLORIDA; REMOVING ARTICLE V – GAS SYSTEM – CHAPTER 40, SECTIONS 40-1 THROUGH 40-237 OF THE CITY OF WILLISTON LAND DEVELOPMENT CODE AND REPLACING IT WITH NEW LANGUAGE; SPECIFICALLY, SECTION 40-171 MUNICIPAL GAS SYSTEM, SECTION 40-172 DEFINITIONS, SECTION 40-173 AVAILABILITY, SECTION 40-174 APPLICATION FOR SERVICE, SECTION 40-175 RESIDENTIAL DEVELOPMENTS, SECTION 40-176 INDIVIDUAL PREMISES, SECTION 40-177 AUTHORITY TO TURN ON GAS, SECTION 40-178 MAINTENANCE OF METERS AND SERVICE LINES, SECTION 40-179 METER LOCATIONS AND DELIVERY PRESSURE, SECTION 40-180 GAS CONSUMPTION, SECTION 40-181 TESTING, SECTION 40-182 TAMPERING; AND, SECTION 40-183; PROVIDING FOR APPLICABILITY, PROVIDING SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE. DONALD BARBER PUBLIC WORKS SUPERVISOR. – Motion by Councilmember Cox to approve Ordinance 2022-699. Seconded by Councilmember Bullock. Motion carried 4-0.

CLOSE PUBLIC HEARINGS.

- F. RESOLUTION 2022-30: A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, APPROVING THE PURCHASE OF EXTRICATION EQUIPMENT. CHIEF LAMAR STEGALL. – Motion by Councilmember Cox to approve Resolution 2022-30. Seconded by Councilmember Bullock. Motion carried 4-0.

ITEM – 7 – NEW BUSINESS –

- A. DISCUSSION WITH POSSIBLE ACTION: 410 SE 3RD STREET, CITY MAINTAINING THE STREET. RESIDENTS WILLIAM SEALE AND RUDY DAVILLA. – Mr. Seale and Mr. Davilla asked to have City maintain SE 3rd street. City Manager Gorman asked to have an opportunity to look at it and bring back a suggestion.
- B. DISCUSSION WITH POSSIBLE ACTION: CREDIT CARD FOR IT MANAGER AARON MILLS. IT MANAGER AARON MILLS. – Motion by Councilmember Bullock to get IT Manager Aaron Mills a City Credit Card with a limit of \$15,000. Seconded by Councilmember Cox. Motion carried 4-0.
- C. DISCUSSION WITH POSSIBLE ACTION: LEVY PET PROJECT REPLAT-RP2022-03. CITY PLANNER LAURA JONES. – Motion to approve RP2022-03 by Councilmember Cox. Seconded by Councilmember Bullock. Motion carried 4-0.
- D. RESOLUTION 2022-31: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT WITH EXISTING BUILDING BETWEEN MAYO FERTILIZER, INC. AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT WITH A LEGAL DESCRIPTION AS PROVIDED IN EXHIBIT “A”; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; AND

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. – Motion to approve Resolution 2022-31 by Councilmember Ross. Seconded by Councilmember Bullock. Motion carried 4-0.

- E. DISCUSSION WITH POSSIBLE ACTION: CARNIVAL AT THE OLD FAIR GROUNDS JUNE 16-19. COUNCIL PRESIDENT JONES. – applicant cancelled.

ITEM – 8 – PUBLIC PARTICIPATION – Linda Cooper commented on Deputy City Manager/HR Director position. Attorney Kiersten Ballou commented on F.S. 119.07 and Case Law: Lozman v. City of Riviera Beach, 995 So. 2d 1027 (Fla. 4th DCA 2008); and AGO 2005-28.

ITEM - 9 – ANNOUNCEMENTS -Chief Rolls commented on changing the Council room set-up.

ITEM – 10 – ADJOURNMENT – Motion to adjourn at 7:51 p.m. by Councilmember Cox. Seconded by Councilmember Bullock. Motion carried 4-0.

NEXT SCHEDULED COUNCIL MEETING JUNE 21, 2022, AT 6:00 P.M.

Date: 6/15/22

COUNCIL AGENDA ITEM

TOPIC: Discussion with possible action: Brush/Squad Truck

REQUESTED BY: LAMAR STEGALL

PREPARED BY: Lamar Stegall

BACKGROUND / DESCRIPTION: Replacement vehicle the Squad vehicle that has been sold in auction. This vehicle is required to keep our current ISO rating of 4. ISO ratings are awarded on a points system. If we don't replace this vehicle Williston Fire will drop below the number of points required to keep our current ISO rating.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**



Outback Fire Apparatus, Inc.
2090 W 500 N, Suite #2
Springville, UT 84663

Proposal

Date	Proposal #
6/14/2022	476

Name / Address
Williston Fire Rescue 5 Southwest 1st Avenue Williston, FL 32696 Jimmy Willis, Jr.

Project

Item	Description	Qty	Rate	Total
Sierra Dodge	2022 Dodge 5500 Sierra Series Brush Truck • 6.7 L CUMMINS TURBO DIESEL • 5 YR 100,000 MILE POWERTRAIN LIMITED WARRANTY • 4X4 • 4 DOOR CREW CAB • 6 speed AUTOMATIC TRANSMISSION • AC • POWER WINDOWS, LOCKS, MIRRORS • TILT WHEEL • CRUISE • ELECTRONIC VEHICLE INFORMATION CENTER • EXTENDED MIRRORS • AM/FM • CLOTH SEATS • KEYLESS ENTRY (ALARM) • BLACK VINYL FLOOR COVERING • CHROME APPEARANCE PACKAGE • 19.5" ALL TERRAIN TIRES • MUD FLAPS • SPARE TIRE • Heavy Duty 9'3" Extruded Aluminum Bed • Custom Extra Large Tool Boxes Sides & Rear - Lift Hinge Doors Through Box Front: 96" Deep x 36" High x 14.5" Wide Driver Side Box: 84" Long x 19.5" Deep x 36" High Passenger Side Box: 72" Long x 19.5" Deep x 36" High Rear Box: 19.5" Wide x 12" Deep x 36" High • In Box LED Lighting (Battery Push Button) • Heavy Duty Bumper Grill Guard w/ emergency LED Flashers • Reflective Striping • Whelen Light & Siren Package: 56" light bar with 20 LED Module, 4 Flashing Driver side, passenger side alley lights and front Take Down lights & Traffic Advisor Whelen Siren w/ 9 Switch Light Control Panel	1	168,995.00	168,995.00
			Total	

Customer Signature



Outback Fire Apparatus, Inc.
 2090 W 500 N, Suite #2
 Springville, UT 84663

Proposal

Date	Proposal #
6/14/2022	476

Name / Address
Williston Fire Rescue 5 Southwest 1st Avenue Williston, FL 32696 Jimmy Willis, Jr.

Project

Item	Description	Qty	Rate	Total
	17 Scan Lock Siren Tones, Whelen Mounting & Installation kit • Rear Work Light • Rear Whelen M6 Series Emergency Lighting • Curt Hitch • 300 gal Defender Tank 2CE Tank with 12 gallon foam cell Lifetime Warranty Blue Color Coded Tank Fill Green Color Coded Foam Fill Water Level Site Fill Gauge • Hale Pump (HPX75-B23) meets NFPA 1906 Performance Rating 50 gpm @ 250 psi 15 gpm @380 psi, 70 gpm @ 220 psi, 135 gpm @ 80 psi 23 HP V-Twin Briggs & Stratton Engine EPA (Evaporative Requirement Approved) Plastic Fuel Tank Exhaust Primer Standard • Stainless Steel Manifold System: (2) 1" discharge NPSH with aluminum caps (1) 1 1/2" discharge NH with aluminum cap (1) 1 1/2" check valve for pump protection • (1) 1 1/2" Tank Fill (pump to tank) • Control Panel w/ Pressure gauge Low oil light 20 amp circuit breaker Rear Work Light Switch Panel Light Switch LED Panel Light 2 1/2" NH drafting inlet 1 1/2" discharge 2 1/2" NH direct tank fill Scotty Foam System THROUGH THE PUMP • Electric Hannay Hose Reel w/ Chrome Rollers • 100' length 1" hose • 1" hose nozzle • Spanner Wrench Set			
			Total	

Customer Signature



Outback Fire Apparatus, Inc.
2090 W 500 N, Suite #2
Springville, UT 84663

Proposal

Date	Proposal #
6/14/2022	476

Name / Address
Williston Fire Rescue 5 Southwest 1st Avenue Williston, FL 32696 Jimmy Willis, Jr.

Project

Item	Description	Qty	Rate	Total
Custom	• (3) SCBA Brackets			
Custom	Doc Fee		299.00	299.00
Custom	Shipping not included		0.00	0.00
Custom	\$33,858.00)		0.00	0.00
Custom	Proposal is good for 30 days		0.00	0.00
			Total	\$169,294.00

* All Prices quoted are valid for 60 days from the date of stated on the quotation.

Customer Signature _____

Date: June 21, 2022

COUNCIL AGENDA ITEM

AGENDA ITEM: REVIEW OF APRIL 2022 FINANCIAL REPORT (unaudited)

REQUESTED BY: FINANCE DIRECTOR **PREPARED BY:** FINANCE DIRECTOR

BACKGROUND / DESCRIPTION: This agenda item includes the unaudited financial report as of April 30, 2022. Also included prior to the financial report are PowerPoint slides. The slides are designed to provide a high-level overview of the City's current financial position.

The financial report contains the following schedules for your review:

- Balance Sheet for all Funds (*Page 1*)
- Summary of Year-to-Date Fund Statements (*Pages 2 – 15*)

LEGAL: REVIEW: N/A

FISCAL IMPACTS: N/A

RECOMMENDED ACTION: Acceptance of Financial Report

ATTACHMENTS: ☐ CONTRACT ☐ RESOLUTION ☒ OTHER

COUNCIL ACTION: ☐ APPROVED ☐ DISAPPROVED



CITY OF WILLISTON, FL

FINANCIAL REPORT

As of April 30, 2022

Meeting Date: June 21, 2022

1

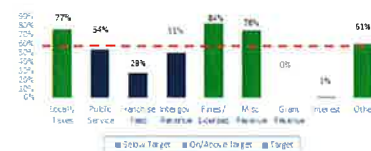
GENERAL FUND (OPERATIONS / CAPITAL)

Overview

(58% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$2,345,858	\$2,232,749	\$113,109	60.1%	✓
Expenditures / Other Uses	\$2,056,103	\$2,232,749	\$176,645	52.7%	✓
Current Year Surplus / (Deficit)	\$289,755	\$0	\$289,755	n/a	✓
Available Reserves	\$978,496	\$886,650	\$89,846	27.5%	✓

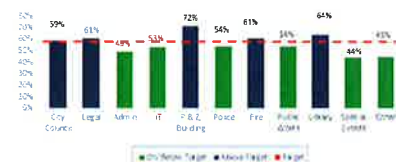
Chart 1: Revenues - % of Budget Collected



Financial Highlights

- Property Taxes – 77% Collected.
- Notes on Department Spending
 - City Council – Election fees higher than budgeted
 - Legal – higher than budgeted
 - Fire – Offset by additional billing to County (\$12.8K).
 - Library – Building Maintenance expenses

Chart 2: Expenditures - % of Budget Spent



City of Williston, Florida

FY2022 - April 30, 2022

2

AIRPORT FUND (OPERATIONS)

Overview

(58% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$1,282,687	\$921,493	\$361,195	80.7%	✓
Expenditures / Other Uses	\$1,230,537	\$921,493	(\$309,044)	77.5%	✗
Current Year Surplus / (Deficit)	\$52,151	\$0	\$52,151	n/a	✓
Available Reserves	\$341,486	\$397,195	(\$55,709)	21.5%	✗

Chart 3: Airport Fund - Fund Balance

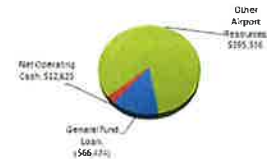


Chart 4: Revenues - % of Budget Collected



Financial Highlights

- Year over year fuel sales increased by 52% - \$356 thousand.
- Timber Sales - \$22 thousand.
- Current A/R collection allowance - \$63.2 thousand.
- Airport project spending - \$290 thousand.

City of Williston, Florida

FY2022 - April 30, 2022

3

CRA FUND

Overview

(58% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$271,161	\$191,822	\$79,340	82.0%	✓
Expenditures / Other Uses	\$90,479	\$421,663	\$331,184	12.4%	✓
Current Year Surplus / (Deficit)	\$180,682	\$0	\$180,682	n/a	✓
Available Reserves	\$651,031	\$181,751	\$469,280	89.5%	✓

Financial Highlights

- County distribution of tax revenue received in December - \$189K.
- CRA project spending - \$43 thousand.

City of Williston, Florida

FY2022 - April 30, 2022

4

COWLINK FUND

Overview

(58% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$46,098	\$24,096	\$22,002	111.0%	✓
Expenditures / Other Uses	\$43,914	\$24,096	(\$19,818)	105.7%	✗
Current Year Surplus / (Deficit)	\$2,184	\$0	\$2,184	n/a	n/a
Available Reserves	\$74,441	\$0	\$74,441	n/a	n/a

Financial Highlights

- Total Grant revenue - \$131.7 thousand.
- Balance Remaining - \$74.4 thousand.

5

City of Williston, Florida

FY2022 - April 30, 2022

5

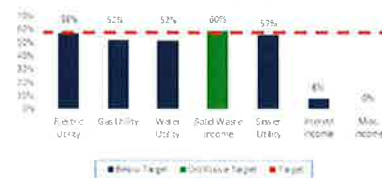
UTILITY FUND

Overview

(58% of Year complete)

Key Performance Indicator	YTD Actuals	YTD Budget	Variance Fav (UnFav)	% of Annual Budget	Performance
Revenue / Other Sources	\$3,254,924	\$3,603,772	(\$348,848)	52.4%	✗
Expenditures / Other Uses	\$3,430,423	\$3,603,772	\$173,349	55.2%	✓
Current Year Surplus / (Deficit)	(\$175,499)	\$0	(\$175,499)	n/a	✗
Available Reserves	\$3,255,735	\$1,328,350	\$1,927,385	61.3%	✓

Chart 5: Revenue - % of Budget Collected



Financial Highlights

- Utility Fund has a deficit of \$175.5 thousand so far for the fiscal year.
- All services except Gas had a positive operating income. Only electric and solid waste had a positive net income after subtracting the allocation of the transfer to the General Fund and CIP Fund. [See Exhibit 1 on next slide for more details]
- Billed 2nd installment of infrastructure reimbursement for gas project.

6

City of Williston, Florida

FY2022 - April 30, 2022

6

UTILITY FUND

Breakdown by Utility Service

	Electric	Gas	Water	Solid Waste	Sewer	Total
Operating Revenue						
Service Charges	1,882.2	314.7	324.6	323.3	369.7	3,214.4
Other	24.6	5.0	5.0	0.8	5.0	40.4
Total	1,906.8	319.8	329.7	323.9	374.7	3,254.8
Operating Expenses						
Department Costs	1,457.7	399.4	210.4	319.0	319.4	2,705.9
Administrative Alloc	121.7	24.9	24.9	3.0	24.9	199.8
Depreciation	-	-	-	-	-	-
Total	1,579.5	424.3	235.4	322.0	344.3	2,905.4
Operating Income	327.3	(104.5)	94.3	1.9	30.4	349.4
Non-operating income /(expenses)						
Interest Income	0.1	0.0	0.0	0.0	0.0	0.1
Transfer to GF / CIP	(173.7)	(62.0)	(167.7)	-	(121.7)	(525.0)
Total	(173.6)	(62.0)	(167.6)	0.0	(121.7)	(524.9)
Net Income	153.7	(166.5)	(73.3)	1.9	(91.3)	(175.5)

7

City of Williston, Florida

FY2022 - April 30, 2022

7

QUESTIONS ??

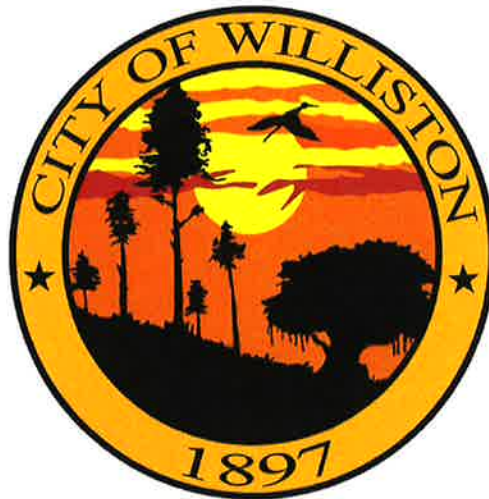
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City of Williston, Florida

FY2022 - April 30, 2022

8

City of Williston



Financial Report

April 30, 2022

(unaudited)

Table of Contents

	<u>Page #</u>
Balance Sheet - All Funds	1
 Summary of Revenues and Expenditures / Expenses	
General Fund	
Operations	2
Capital Improvement Program (CIP)	3
Airport Fund	4
CRA Fund	5
COWLink Fund (Broadband)	6
Utility Fund - All Services.....	7
Adminstration	8
Customer Service	9
Electric Services	10
Gas Services	11
Water Services	12
Waste Collection	13
Sewer Services	14
Capital Improvement Program (CIP)	15

Balance Sheet - All Funds

April 30, 2022

Description	General Fund	Airport Fund	CRA Fund	Utility Fund	COWLink Fund	Total
ASSETS						
Petty Cash	\$ 1,600	\$ 100	\$ -	\$ -	\$ -	\$ 1,700
Cash & Cash Equivalents	1,109,567	12,525	496,636	2,514,466	74,441	4,207,636
Investments	8,802	-	-	187,245	-	196,047
Accounts Receivable	19,389	49,903	-	895,593	-	964,885
Allowance for Doubtful Accounts	(16,339)	(63,195)	-	(58,314)	-	(137,847)
Note Receivable	66,474	-	-	-	-	66,474
Due from Other Funds	-	-	154,395	198,075	-	352,470
Due from Other Governmental Units	135,172	396,044	-	166,638	-	697,853
Prepaid Expenses	52,961	25,041	-	39,595	-	117,598
Inventory	-	77,609	-	283,692	-	361,301
Net Pension Assets	-	-	-	399,928	-	399,928
Net Capital Assets	-	-	-	8,742,259	-	8,742,259
TOTAL ASSETS	1,377,626	498,027	651,031	13,369,178	74,441	15,970,303
DEFERRED OUTFLOW OF RESOURCES						
Pension Related - Deferred Outflow	-	-	-	333,959	-	333,959
TOTAL DEFERRED OUTFLOW OF RESOURCES	-	-	-	333,959	-	333,959
LIABILITIES						
Accounts Payable	\$ 17,823	\$ 1,727	\$ -	\$ 6,646	\$ -	\$ 26,197
Accrued Expenses	193	78,846	-	313,892	-	392,931
Sales Tax Payable	(30)	(695)	-	2,571	-	1,846
Payroll Liabilities	5,884	552	426	24,335	-	31,198
Other Liabilities	4,729	-	-	-	-	4,729
Due to other Funds	354,552	-	-	-	-	354,552
Deposits	-	-	-	300,524	-	300,524
City Hall Loan	-	-	-	1,127,195	-	1,127,195
Notes Payable	-	66,474	-	-	-	66,474
Deferred Revenue	14,384	9,636	-	-	-	24,020
Power Cost Adjustment - Electric	-	-	-	4,125	-	4,125
Accum Absences/ OPEB Obligation	-	-	-	246,331	-	246,331
TOTAL LIABILITIES	397,535	156,540	426	2,025,619	-	2,580,121
DEFERRED INFLOW OF RESOURCES						
Pension Related - Deferred Inflow	-	-	-	336,078	-	336,078
TOTAL DEFERRED INFLOW OF RESOURCES	-	-	-	336,078	-	336,078
FUND BALANCES						
Reserve for:						
Law Enforcement	1,595	-	-	-	-	1,595
Community Redevelopment	-	-	650,605	-	-	650,605
Unreserved, Reported in:						
General Fund	978,496	-	-	-	-	978,496
Special Revenue Airport	-	341,486	-	-	-	341,486
Utility Fund	-	-	-	11,341,440	-	11,341,440
CowLink Fund	-	-	-	-	74,441	74,441
TOTAL FUND BALANCES	980,091	341,486	650,605	11,341,440	74,441	13,388,063
TOTAL LIABILITIES & FUND BALANCES	1,377,626	498,027	651,031	13,369,178	74,441	15,970,303

General Fund (Operations) - Summary of Revenues and Expenditures

April 30, 2022

(58% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Apr-21	Variance Fav (unfav)
REVENUES						
Locally Levied Taxes	\$ 1,351,940	\$ 1,041,908	\$ (310,032)	77.1%	\$ 910,347	\$ 131,561
Public Service Taxes	390,000	212,344	(177,656)	54.4%	208,399	3,946
Franchise Fees	92,230	25,575	(66,655)	27.7%	44,243	(18,668)
Intergovernmental Revenues	598,431	303,157	(295,274)	50.7%	277,834	25,324
Fines & Forfeitures	25,050	9,769	(15,281)	39.0%	12,953	(3,184)
License & Permits	104,925	98,879	(6,046)	94.2%	98,886	(7)
Miscellaneous	39,632	30,003	(9,629)	75.7%	24,544	5,459
Interest Income	10,000	91	(9,909)	0.9%	4,428	(4,337)
Non-Operating	993,486	607,136	(386,350)	61.1%	466,842	140,294
TOTAL REVENUES	3,696,062	2,328,863	(1,367,199)	63.0%	2,048,475	280,388
EXPENSES						
Total City Council	53,610	31,550	22,060	58.9%	19,418	(12,132)
Total Legal Services	46,500	28,441	18,059	61.2%	23,954	(4,487)
Total City Manager	37,905	16,625	21,280	43.9%	-	(16,625)
Total City Clerk	58,429	25,799	32,630	44.2%	-	(25,799)
Total Administration	131,281	75,110	56,171	57.2%	136,874	61,764
Total Information Technology	171,705	91,147	80,558	53.1%	-	(91,147)
Total Purchasing	19,115	2,387	16,728	12.5%	767	(1,620)
Total Planning & Zoning	63,803	37,361	26,442	58.6%	31,367	(5,994)
Total Building Permits	107,361	85,323	22,038	79.5%	69,178	(16,145)
Total Human Resources	19,333	11,017	8,316	57.0%	13,787	2,769
Total Police Department	1,237,159	672,721	564,438	54.4%	610,510	(62,212)
Total Police Communications	274,527	143,813	130,714	52.4%	142,912	(900)
Total Health/Animal Control	57,768	27,413	30,355	47.5%	27,778	365
Total Fire Department	622,451	380,849	241,602	61.2%	345,402	(35,447)
Total Public Works	560,075	304,796	255,279	54.4%	184,505	(120,291)
Total Recreation / Athletics	3,000	-	3,000	0.0%	722	722
Total Library Department	6,113	3,914	2,199	64.0%	3,476	(438)
Total Special Events	20,235	8,892	11,343	43.9%	662	(8,230)
Total Non-Departmental	205,692	91,953	113,739	44.7%	77,190	(14,763)
TOTAL EXPENDITURES	3,696,062	2,039,108	1,656,954	55.2%	1,688,502	(350,607)
REVENUES OVER (UNDER) EXPENDITURES \$					\$	
	-	\$ 289,755	\$ 289,755	n/a	\$ 359,974	\$ (70,219)

General Fund (CIP) - Summary of Revenues and Expenses

April 30, 2022

(58% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Apr-21	Variance Fav (unfav)
REVENUES						
Grant Revenue	\$ 153,505	\$ -	\$ (153,505)	0.0%	\$ -	\$ -
Insurance Claim Refund	-	10,465	10,465	n/a	-	10,465
Transfer From General Fund	52,500	6,530	(45,970)	12.4%	8,742	(2,212)
TOTAL REVENUES	206,005	16,995	(189,010)	8.2%	8,742	8,253
EXPENDITURES						
Vehicle Purchases	54,000	16,995	37,005	31.5%	650	(16,345)
Equipment Purchases	152,005	-	152,005	0.0%	2,860	2,860
Building Renovations	-	-	-	n/a	5,400	5,400
TOTAL EXPENDITURES	206,005	16,995	189,010	8.2%	8,910	(8,085)
REVENUES OVER (UNDER) EXPENDITURES					\$ -	\$ -
					\$ (168)	\$ 168

Airport Fund - Summary of Revenues and Expenditures

April 30, 2022

(58% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Apr-21	Variance Fav (unfav)
REVENUES						
Operating Revenue	\$ 1,572,671	\$ 1,261,709	\$ (310,962)	80.2%	894,280	\$ 367,428
Interest Income	750	75	(675)	10.0%	213	(138)
Other Miscellaneous Income	15,360	20,904	5,544	136.1%	6,395	14,508
TOTAL REVENUES	1,588,781	1,282,687	(306,093)	80.7%	900,889	381,799
EXPENSES						
Personal Services	262,893	158,388	104,505	60.2%	115,532	(42,855)
Operating Expenditures	1,295,888	1,072,149	223,739	82.7%	696,821	(375,328)
Non-Operating Expenditures	30,000	-	30,000	0.0%	-	-
TOTAL EXPENSES	1,588,781	1,230,537	358,244	77.5%	812,354	(418,183)
OPERATING REVENUES OVER (UNDER) EXPENSES	-	52,151	52,151	n/a	88,535	(36,385)
NON-OPERATING REVENUE (EXPENSES)						
Capital Improvements - (Grants)	(651,189)	(290,168)	361,021	44.6%	(115,321)	(174,847)
Capital Outlay - Equipment	(15,000)	-	15,000	0.0%	-	-
Revenue (Grants)	666,189	290,168	(376,021)	43.6%	115,321	174,847
TOTAL NON-OPERATING REVENUES (EXPENSES)	-	-	-	n/a	-	-
TOTAL REVENUES OVER (UNDER) EXPENSES	-	52,151	52,151	n/a	\$ 88,535	\$ (36,385)

CRA Fund - Summary of Revenues and Expenditures

April 30, 2022

(58% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Apr-21	Variance Fav (unfav)
REVENUES						
Tax Incremental Revenue - City	\$ 141,462	\$ 82,520	\$ (58,942)	58.3%	\$ 65,604	\$ 16,916
Tax Incremental Revenue - County	188,616	188,616	-	100.0%	155,721	32,895
Interest Income	150	26	(124)	17.6%	111	(85)
Special Events	500	-	(500)	0.0%	200	(200)
Other Financing Sources	396,277	-	(396,277)	0.0%	-	-
TOTAL REVENUES	727,005	271,161	(455,843)	37.3%	221,636	49,525
EXPENDITURES						
Personal Services	68,132	37,718	30,413	55.4%	34,461	(3,257)
Operating Expenditures	56,152	9,229	46,924	16.4%	18,416	9,187
Capital Outlay	552,720	42,782	509,938	7.7%	6,830	(35,952)
Non-Operating Expenditures	50,000	750	49,250	1.5%	-	(750)
TOTAL EXPENDITURES	727,005	90,479	636,525	12.4%	59,707	(30,772)
REVENUES OVER (UNDER) EXPENDITURES				\$ -	\$ 180,682	\$ 180,682
				n/a	\$ 161,930	\$ 18,753

COWLink Fund (Broadband) - Summary of Revenues and Expenditures

April 30, 2022

(58% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Apr-21	Variance Fav (unfav)
REVENUES						
Grant Revenue	\$ -	\$ 46,098	\$ 46,098	n/a	-	\$ 46,098
Residential Internet Services	29,639	-	(29,639)	(29,639)	-	-
Commercial Internet Services	11,906	-	(11,906)	(11,906)	-	-
Fund Balance	-	-	-	n/a	-	-
TOTAL REVENUES	41,545	46,098	4,553	111.0%	-	46,098
EXPENSES						
Personal Services	24,914	6,345	(18,569)	25.5%	-	(6,345)
Operating Expenditures	16,631	8,646	(7,985)	52.0%	-	(8,646)
Capital Equipment	-	28,923	28,923	n/a	-	28,923
TOTAL EXPENSES	41,545	43,914	2,369	105.7%	-	(14,991)
REVENUES OVER (UNDER) EXPENSES						
	\$ -	\$ 2,184	\$ 6,922	n/a	\$ -	\$ 31,107

Utility Fund (All Services) - Summary of Revenues and Expenses

April 30, 2022

(58% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Apr-21	Variance Fav (unfav)
REVENUES						
Electric Utility	\$ 3,271,028	\$ 1,882,152	\$ (1,388,876)	57.5%	\$ 1,850,969	\$ 31,183
Gas Utility	599,750	314,711	(285,039)	52.5%	248,064	66,646
Water Utility	621,984	324,628	(297,356)	52.2%	326,194	(1,566)
Solid Waste Income	542,823	323,284	(219,540)	59.6%	288,787	34,497
Sewer Utility	653,173	369,659	(283,514)	56.6%	354,421	15,238
Interest Income	1,500	120	(1,380)	8.0%	469	(349)
Other Miscellaneous Income	107,460	40,371	(67,089)	37.6%	67,590	(27,218)
Use of Retained Earnings	415,682	-	(415,682)	0.0%	-	-
TOTAL REVENUES	6,213,400	3,254,924	(2,958,476)	52.4%	3,136,494	118,430
EXPENSES						
Total Administration Department	408,570	127,464	281,107	31.2%	162,503	35,039
Total Customer Service Department	145,451	72,094	73,357	49.6%	-	(72,094)
Total Electric Department	2,784,112	1,631,399	1,152,713	58.6%	1,366,039	(265,360)
Total Gas Department	735,080	461,346	273,734	62.8%	327,083	(134,263)
Total Water Department	731,530	378,087	353,443	51.7%	329,055	(49,032)
Total Solid Waste Department	548,783	318,987	229,796	58.1%	277,964	(41,023)
Total Sewer Collection / Treatment	859,873	441,047	418,826	51.3%	376,929	(64,117)
TOTAL EXPENSES	6,213,400	3,430,423	2,782,977	55.2%	2,839,572	(590,851)
REVENUES OVER (UNDER) EXPENSES	\$ -	\$ (175,499)	\$ (175,499)	n/a	\$ 296,922	\$ (472,421)

Utility Fund (Admin) - Summary of Revenues and Expenses

April 30, 2022

(58% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Apr-21	Variance Fav (unfav)
REVENUES						
Other Miscellaneous Income	\$ 107,460	\$ 40,371	\$ (67,089)	37.6%	\$ 67,590	\$ (27,218)
Interest Income	1,500	120	(1,380)	8.0%	469	(349)
TOTAL REVENUES	524,642	40,491	(484,151)	7.7%	68,059	(27,567)
EXPENSES						
Operating Expenditures	408,570	127,464	281,107	31.2%	162,503	35,039
TOTAL EXPENSES	408,570	127,464	281,107	31.2%	162,503	35,039
REVENUES OVER (UNDER) EXPENSES	116,072	\$ (86,973)	\$ (203,045)	-75%	\$ (94,444)	\$ 7,472

Utility Fund (Customer Service) - Summary of Revenues and Expenses

April 30, 2022

(58% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Apr-21	Variance Fav (unfav)
REVENUES						
Other Miscellaneous Income	\$ -	\$ -	\$ -	n/a	\$ -	\$ -
TOTAL REVENUES	-	-	-	n/a	-	-
EXPENSES						
Operating Expenditures	145,451	72,094	73,357	49.6%	-	(72,094)
TOTAL EXPENSES	145,451	72,094	73,357	49.6%	-	(72,094)
REVENUES OVER (UNDER) EXPENSES	(145,451)	\$ (72,094)	\$ 73,357	50%	\$ -	\$ (72,094)

Utility Fund (Electric Services) - Summary of Revenues and Expenses

April 30, 2022

(58% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Apr-21	Variance Fav (unfav)
REVENUES						
Electric Utility	\$ 1,448,692	\$ 759,045	\$ (689,647)	52.4%	\$ 840,201	\$ (81,156)
Electric Utility - Power Cost Adj	1,813,336	1,116,891	(696,445)	61.6%	1,006,630	110,261
New Electric Service	4,000	240	(3,760)	6.0%	780	(540)
Electric Overhead / Underground	5,000	5,976	976	119.5%	3,358	2,618
Use of Retained Earnings	-	-	-	n/a	-	-
TOTAL REVENUES	3,271,028	1,882,152	(1,388,876)	57.5%	1,850,969	31,183
EXPENSES						
Personal Services	474,210	200,760	273,450	42.3%	169,638	(31,122)
Operating Expenditures	2,012,205	1,256,982	755,223	62.5%	1,042,040	(214,942)
Non-Operating Expenditures	297,697	173,657	124,040	58.3%	154,361	(19,295)
TOTAL EXPENSES	2,784,112	1,631,399	1,152,713	58.6%	1,366,039	(265,360)
REVENUES OVER (UNDER) EXPENSES	486,916	\$ 250,754	\$ (236,163)	51%	\$ 484,930	\$ (234,177)

Utility Fund (Gas Services) - Summary of Revenues and Expenses

April 30, 2022

(58% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Apr-21	Variance Fav (unfav)
REVENUES						
Gas Utility	\$ 550,000	\$ 287,900	\$ (262,100)	52.3%	\$ 232,576	\$ 55,324
Gas Meter Connection/Reconnection	2,000	990	(1,010)	49.5%	615	375
New Gas Service	4,000	300	(3,700)	7.5%	2,373	(2,073)
Infrastructure Reimbursement	43,750	25,521	(18,229)	58.3%	12,500	13,021
Use of Retained Earnings	-	-	-	n/a	-	-
TOTAL REVENUES	599,750	314,711	(285,039)	52.5%	248,064	66,646
EXPENSES						
Personal Services	263,941	139,152	124,790	52.7%	95,641	(43,511)
Operating Expenditures	364,872	260,205	104,667	71.3%	176,341	(83,864)
Non-Operating Expenditures	106,267	61,989	44,278	58.3%	55,101	(6,888)
TOTAL EXPENSES	735,080	461,346	273,734	62.8%	327,083	(134,263)
REVENUES OVER (UNDER) EXPENSES	\$ (135,330)	\$ (146,635)	\$ (11,305)	108%	\$ (79,018)	\$ (67,617)

Utility Fund (Water Services) - Summary of Revenues and Expenses

April 30, 2022

(58% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Apr-21	Variance Fav (unfav)
REVENUES						
Water Utility	\$ 606,984	\$ 320,973	\$ (286,011)	52.9%	\$ 317,369	\$ 3,604
Water Meter Connection/Reconn	5,000	2,645	(2,355)	52.9%	2,195	450
New Water Service	10,000	1,010	(8,990)	10.1%	6,630	(5,620)
Use of Retained Earnings	-	-	-	n/a	-	-
TOTAL REVENUES	621,984	324,628	(297,356)	52.2%	326,194	(1,566)
EXPENSES						
Personal Services	257,205	117,258	139,947	45.6%	92,730	(24,527)
Operating Expenditures	186,901	93,165	93,736	49.8%	87,289	(5,876)
Non-Operating Expenditures	287,425	167,665	119,760	58.3%	149,035	(18,629)
TOTAL EXPENSES	731,530	378,087	353,443	51.7%	329,055	(49,032)
REVENUES OVER (UNDER) EXPENSES	\$ (109,547)	\$ (53,459)	\$ 56,088	49%	\$ (2,860)	\$ (50,599)

Utility Fund (Waste Collection) - Summary of Revenues and Expenses

April 30, 2022

(58% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Apr-21	Variance Fav (unfav)
REVENUES						
Solid Waste Income	\$ 542,823	\$ 323,284	\$ (219,540)	59.6%	\$ 288,787	\$ 34,497
TOTAL REVENUES	542,823	323,284	(219,540)	59.6%	288,787	34,497
EXPENSES						
Personal Services	5,260	2,583	2,677	49.1%	10,199	7,616
Operating Expenditures	543,523	316,404	227,119	58.2%	267,765	(48,639)
TOTAL EXPENSES	548,783	318,987	229,796	107.3%	277,964	(41,023)
REVENUES OVER (UNDER) EXPENSES	\$ (5,960)	\$ 4,296	\$ 10,256	-72%	\$ 10,823	\$ (6,526)

Utility Fund (Sewer Services) - Summary of Revenues and Expenses

April 30, 2022

(58% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR	
					Year to Date Apr-21	Variance Fav (unfav)
REVENUES						
Sewer Utility	\$ 641,173	\$ 369,059	\$ (272,114)	57.6%	\$ 346,621	\$ 22,438
Sewer Connection	12,000	600	(11,400)	5.0%	7,800	(7,200)
Use of Retained Earnings	-	-	- n/a		-	-
TOTAL REVENUES	653,173	369,659	(283,514)	56.6%	354,421	15,238
EXPENSES						
Sewer Collection						
Personal Services	173,683	99,363	74,320	57.2%	87,893	(11,470)
Operating Expenditures	80,024	38,167	41,857	47.7%	38,308	141
Total Sewer Collection	253,707	137,530	116,177	54.2%	126,201	(11,329)
Sewer Treatment						
Personal Services	247,922	113,410	134,512	45.7%	87,893	(25,517)
Operating Expenditures	149,632	68,417	81,215	45.7%	54,666	(13,751)
Total Sewer Treatment	397,554	181,827	215,727	45.7%	142,559	(39,268)
Non-Departmental						
Transfer To General Fund	208,612	121,690	86,922	58.3%	108,169	(13,520)
Transfer to Capital Improvement Fund	-	-	- n/a		-	-
Total Non-Departmental	208,612	121,690	86,922	58.3%	108,169	(13,520)
TOTAL EXPENSES	859,873	441,047	418,826	51.3%	376,929	(64,117)
REVENUES OVER (UNDER) EXPENSES	\$ (206,700)	\$ (71,388)	\$ 135,312	34.5%	\$ (22,508)	\$ (48,880)

Utility Fund (CIP) - Summary of Revenues and Expenses

April 30, 2022

(58% Yr Complete)

Description	Annual Budget	Year to Date Actual	Variance Fav (unfav)	% of Budget	PRIOR YEAR					
					Year to Date Apr-21	Variance Fav (unfav)				
REVENUES										
Grant Revenue	\$ 2,572,835	\$ 884,127	\$ (1,688,708)	34.4%	100,552	783,575				
Transfer From Utility Fund	112,600	-	(112,600)	0.0%	-	-				
Blue Rock Development	-	-	-	n/a	31,098	(31,098)				
TOTAL REVENUES	2,685,435	884,127	(1,801,308)	32.9%	131,650	752,478				
EXPENDITURES										
Utility Master Plan	112,600	7,230	105,370	6.4%	-	-				
Heavy Equipment Purchases	-	-	-	n/a	70,727	70,727				
Electric Improvements	50,000	26,234	23,766	52.5%	48,043	21,809				
Water Improvements	644,835	-	644,835	0.0%	-	-				
Sewer Improvements	1,075,000	205,393	869,607	19.1%	122,155	(83,239)				
Drainage Improvements	713,000	2,738	710,262	0.4%	93,260	90,523				
Meter Replacement Program	30,000	-	30,000	0.0%	23,657	23,657				
Fire Hydrant Safety Program	10,000	-	10,000	0.0%	-	-				
Gas Improvements	50,000	-	50,000	0.0%	-	-				
TOTAL EXPENDITURES	2,685,435	241,595	2,443,840	9.0%	357,841	123,476				
REVENUES OVER (UNDER) EXPENDITURES \$					-	\$ 642,532	\$ 642,532	n/a	\$ (226,192)	\$ 875,954

COUNCIL AGENDA ITEM

TOPIC: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA; APPOINTING MEMBERS TO THE CITY OF WILLISTON SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CITIZENS ADVISORY TASK FORCE (CATF) FOR THE FEDERAL FISCAL YEAR 2023, TO SERVE A FOUR (4) YEAR TERM AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: Laura Jones

PREPARED BY: Laura Jones

BACKGROUND / DESCRIPTION: The City of Williston intends to apply for a CDBG grant in the federal fiscal year of 2023. The Task Force was created to supply input on the Small Cities Community Development Block Grant (CDBG) Program process. The CATF meets to discuss community needs and make recommendations should be considered when drafting the grant application and prior to the public hearings.

This is a voluntary appointment that will meet at least two (2) times in the FFY 2023 in a public hearing setting.

LEGAL REVIEW: None

FISCAL IMPACTS: None

RECOMMENDED ACTION: Adopt resolution 2022-29 appointing members to the CDBG CATF for the federal fiscal year of 2023.

ATTACHMENTS:

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION NUMBER 2022-29

A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA; APPOINTING MEMBERS TO THE CITY OF WILLISTON SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CITIZENS ADVISORY TASK FORCE (CATF) FOR THE FEDERAL FISCAL YEAR 2023, THE SERVE A FOUR (4) YEAR TERM, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Williston desires to submit an application to the Florida Department of Economic Opportunity for a Small Cities Community Development Block Grant in the FFY 2023 application cycle to benefit persons of low and moderate income living within the City; and

WHEREAS, the Florida Department of Economic Opportunity, as part of the public participation in the CDBG application process, encourages that a Citizens Advisory Task Force (CATF) be appointed by the City Council and the CATF conduct at least one public meeting and recommend one or more possible projects to the City Council for inclusion in the CDBG application the City submits to the Department of Economic Opportunity.

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

Section 1. That the City of Williston hereby appoints the following individuals to the City's Citizens Advisory Task Force for the FFY 2023 Small Cities CDBG application cycle:

- a. Maureen Whitt
- b. Christopher Reeves
- c. Albert Fuller
- d. Marc Pompeo
- e. Daniel Stewart

Section 2. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are incorporated herein by this reference.

Section 2. The City Council hereby approves Resolution 2022-29.

Section 3. All Resolution or parts of Resolutions, in conflict with this Resolution are hereby repealed.

June 21, 2022

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this 21st day of June 2022.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

Date: 6-21-2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-32:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN SEABRING MARINE INDUSTRIES, INC. AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT KNOWN AS PARCEL 7 WITH A LEGAL DESCRIPTION AS PROVIDED IN EXHIBIT "A"; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

REQUESTED BY: BENTON STEGALL, AIRPORT MANAGER

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS: _____

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

_____ CONTRACT	<u>XX</u> RESOLUTION 2022-32	_____ MAP
<u>XX</u> LEASE	_____ OTHER DOCUMENTS	

COUNCIL ACTION:

_____ APPROVED

_____ DENIED

RESOLUTION NUMBER 2022-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE LAND LEASE AGREEMENT FOR VACANT LAND BETWEEN SEABRING MARINE INDUSTRIES, INC. AND THE CITY OF WILLISTON FOR PROPERTY AT THE AIRPORT KNOWN AS PARCEL 7 WITH A LEGAL DESCRIPTION AS PROVIDED IN EXHIBIT "A"; AUTHORIZING THE CITY COUNCIL PRESIDENT TO EXECUTE THE LAND LEASE AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; 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 City Council hereby approves the Land Lease Agreement for Vacant Land between Seabring Marine Industries and The City of Williston, Florida and the appropriate City Officials are hereby authorized to execute the land lease agreement which is attached hereto as Exhibit "A";

Section 2. All other resolutions in conflict are hereby repealed;

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

PASSED AND ADOPTED by an affirmative vote of a majority of a quorum present in the City Council of the City of Williston, Florida this 21st day of June, 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
Kiersten N. Ballou, City Attorney

LAND LEASE AGREEMENT
VACANT LAND

LESSOR:
City of Williston, Florida
Post Office Drawer 160
Williston, Florida 32696

LESSEE:
Seabring Marine Industries Inc
1579 SW 18th St
Williston, FL 32696

WHEREAS, the CITY OF WILLISTON, a Florida municipal corporation, ("the Lessor"), maintains an airport commonly referred to as Williston Municipal Airport; and

WHEREAS, it is in the best interest of the said City to promote and develop the said airport; and

WHEREAS, Seabring Marine Industries Inc, ("the Lessee"), is desirous of leasing a certain parcel at the said airport as is hereinafter described for the purpose of Parcel 7 Block 1700 at the Williston Airport;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars and other good and valuable considerations and the covenants, conditions and agreements as are hereinafter set forth, the Lessor and Lessee agree as follows:

1. **PREMISES; INSPECTIONS; AS IS:** The Lessor leases and Lessee does rent and hire from the Lessor, the following described premises located in Williston, Levy County, Florida, (the "Premises"), to-wit:
Description: (by surveyor)

Parcel 7 of Block 1700 at the Williston Municipal Airport

A parcel of land lying in the Southeast ¼ of Section 11, Township 13 South, Range 18 East, Levy County, Florida; being more particularly described as follows:

Commence at the Southeast corner of said Section 11, and run thence North 00°52'40"West, along the East line of said Section, a distance of 654.49 feet; thence North 88°42'53"West, a distance of 30.44 feet to the centerline intersection of S.W. 18th Street and S.W. 18th Avenue; thence continue North 88°42'53"West, a distance of 30.00 feet to the West right-of-way line of said S.W. 18th Street; thence North 00°25'38"East, along said West right-of-way line, a distance of 30.00 feet to the North right-of-way line of said S.W. 18th Avenue; thence North 88°42'53"West, along said North right-of-way line, a distance of 420.04 feet to the Point-of-Beginning of the herein described parcel; thence continue North 88°42'53"West, along said North right-of-way line, a distance of 131.64 feet; thence North 00°25'38"East, a distance of 210.02 feet; thence South 88°42'53"East, a distance of 131.64 feet; thence South 00°25'38"West, a distance of 210.02 feet to the said Point-of-Beginning.

Containing 0.635 Acres, more or less.

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

- 1.1** Lessor grants to Lessee a reservation of a right of first refusal to the following described premises located in Williston, Levy County, Florida, (the "First Refusal Acreage"), to-wit:
Description: (by surveyor)

Parcel 8 of Block 1700 at the Williston Municipal Airport

A parcel of land lying in the Southeast $\frac{1}{4}$ of Section 11, Township 13 South, Range 18 East, Levy County, Florida; being more particularly described as follows:

Commence at the Southeast corner of said Section 11, and run thence North 00°52'40"West, along the East line of said Section, a distance of 654.49 feet; thence North 88°42'53"West, a distance of 30.44 feet to the centerline intersection of S.W. 18th Street and S.W. 18th Avenue; thence continue North 88°42'53"West, a distance of 30.00 feet to the West right-of-way line of said S.W. 18th Street; thence North 00°25'38"East, along said West right-of-way line, a distance of 30.00 feet to the North right-of-way line of said S.W. 18th Avenue; thence North 88°42'53"West, along said North right-of-way line, a distance of 551.68 feet to the Point-of-Beginning of the herein described parcel; thence continue North 88°42'53"West, along said North right-of-way line, a distance of 131.64 feet to the East right-of-way line of S.W. 19th Street; thence North 00°25'38"East, along said East right-of-way line, a distance of 210.02 feet; thence South 88°42'53"East, a distance of 131.64 feet; thence South 00°25'38"West, a distance of 210.02 feet to the said Point-of-Beginning.

Containing 0.635 Acres, more or less.

1.2 It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this Agreement, as to the title and condition of the Premises and the First Refusal Acreage including, without limitation, title to the Premises, matters of record in the Official Records, of Levy County, permitted land uses, zoning codes, building regulations, height limitations, setbacks, applicable building codes, permits, soil conditions, and environmental conditions. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicable zoning laws and regulations, or applicability of the uses contemplated by the Lessee, or environmental conditions, or any matters which a current survey would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken by Lessee.

2. **TERM:** The initial term of this Lease shall be twenty (20) years commencing on July 1, 2022, and ending at midnight, July 1 2042. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month-to-month tenant in accordance with law and upon the terms and conditions of this lease.

3. **RENT:** The rent for the first year of the initial term of this lease shall be \$3872.48. The rent shall be paid monthly, in advance, in the amount of \$322.71 per month, together with all applicable sales tax. If Lessee

Lessee Initials: _____

Lessor Initials: _____

Vacant Land Lease

chooses to exercise their right of first refusal on the First Refusal Acreage, rent for the first year on that acreage shall be an additional fee calculated in accordance with the ordinance governing airport lease prices at the time the Lessee chooses to exercise this option. That additional rental fee shall be paid monthly, in advance, together with applicable sales tax. The rent for the initial and any renewal and hold over terms shall be adjusted each year on the annual anniversary date of the lease by multiplying the rent for the prior year by the percentage increase or decrease in the composite Consumer Price Index for the most recent prior twelve months, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The rent shall be delivered by U.S. mail, addressed to City of Williston, Post Office Drawer 160, Williston, Florida 32696, or hand delivered to City Hall, 50 N.W. Main Street, Williston, Florida during regular business hours, and shall be considered paid upon receipt by Lessor. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent.

4. **NOTICES:** All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor, City of Williston at P.O. Drawer 160, Williston, Florida 32696-0160 and to Lessee, Seabring Marine Industries Inc at 1579 SW 18th St Williston FL, or to such other address as Lessor or Lessee may by writing to the other so designate. Notice to Lessee may also be served by personal delivery.
5. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the demised premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the demised premises during the term hereof.
6. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the following purpose: Storage of aircraft. 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.
7. **COMPLIANCE WITH LAWS:** During the term of this Lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Williston, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in Chapter 12 of the City Code of Ordinances, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this lease. The Lessee further covenants that the said premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the said premises.
8. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the demised premises or within the demised premises that are visible from outside such premises.

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

9. **LESSORS RIGHT OF ENTRY**: The Lessee, upon appropriate notification from Lessor not less than 24 hours unless for emergency purposes, shall permit Lessor or its agents to enter into and upon the premises and buildings for the purpose of inspecting the same.
10. **PREMISES IMPROVEMENTS UPON TERMINATION**: Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said premises shall become the property of the Lessor upon termination of this lease.
11. **RIGHT OF WAY USE**: Subject to reasonable regulations imposed regarding airport access, Lessor grants to Lessee, its employees, agents, suppliers, customers and invitees, a non-exclusive right during the term of this Lease, the right of way for ingress and egress, over, across and upon the designated right of way to U.S. Highway 41 / State Road 121.
12. **OTHER RIGHTS RESERVED BY LESSOR**: In addition to all rights reserved by Lessor in and to the demised premises, Lessor expressly reserves the right to further develop or improve any area of the airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the airport and industrial parks of the airport and all publicly owned facilities of the airport; and take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the airport and industrial parks which in the opinion of the Lessor would limit the usefulness of the airport and its industrial parks or constitute a hazard to such.
13. **UTILITIES**: The Lessee agrees to pay all charges for any and all utilities in or about the premises whether the same is telephone, electricity, water, sewer, gas or the like. Lessee further agrees that if, at any time during the term of this lease agreement, the City commences providing City utility services to the airport property, the Lessee will purchase such utility services from the City. Lessee further agrees to take delivery of all City of Williston utilities when each utility service is made available. At the option of Lessee and upon Lessor's concurrence, Lessee may choose to have the Lessor provide all City utility services to the leased premises as a part of the rent payment pursuant to paragraph 3 hereof. If Lessee chooses this option, Lessor shall adjust each month's rent to Lessee so as to reimburse Lessor for its cost of providing such City utility services, said cost to be determined as established by the City's appropriate utility tariffs based on Lessee's monthly metered consumption.
14. **REPAIRS AND MAINTENANCE**: Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and Buildings located on the Premises.
15. **INSURANCE**:
(a) Lessee agrees that any insurance coverage for property owned by Lessee is solely the responsibility of Lessee.

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

- (b) The Lessee shall carry Commercial General Liability insurance with a combined single limit in the minimum amount of \$1,000,000 in order to secure the obligations of Lessee under the following paragraph and cause the Lessor to be added as party insured under such policy, and to furnish the Lessor with a certificate of such insurance, together with a receipt showing the premium has been paid.
- (c) At any time after occupancy of the premises by the Lessee, the Lessee agrees to allow an inspection by the Landlord and/or the Florida Department of Environmental Protection, (the "DEP"), to determine the extent of storage or use of hazardous materials and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor within 15 days of written notice.
- (d) All policies of insurance shall contain the clause that the same shall not be canceled except and until fifteen (15) days after written notice to the Lessor.

16. **INDEMNIFICATION OF LESSOR:** Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.

17. **SUBORDINATION:** This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the leased premises or any other encumbrances Lessor desires to place on the property.

18. **TAXES:** All taxes, assessments and charges on lands or improvements and obligations upon the demised premises shall be promptly paid by the Lessee when due. The Lessee shall have the right from time to time to contest or protest or review by legal proceedings any such other manner as may be provided by law such taxes or assessments imposed by governmental authorities and to institute such proceedings in the name of itself as well as the Lessor as it may deem necessary; provided, however, that any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

to the Lessor. Any expense incurred by reasons thereof shall be borne by the Lessee and such proceedings shall be conducted free of any expense to the Lessor.

19. **ASSIGNMENT AND SUBLETTING:** 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.
20. **DEFAULT; REMEDIES:** The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts at the Airport not specifically authorized in the Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth under section 4, above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the premises by Lessor. If the default is for failure to pay rent or any other sum of money when due, then the Lessee shall have three (3) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have fifteen (15) days after the effective date of notice to cure, except that Lessee shall not be allowed an opportunity to cure a re-occurring Event of Default of the same type which has been previously notice by the Lessor and cured by the Lessee.

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses incurred in connection with any cure, correction or repair undertaken by Lessor, which sums shall be deemed to be additional rent hereunder. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, from such reletting, and the amount of rent and other fees payable by the Lessee hereunder, including Lessor's expenses in connection with re-entry, taking possession, repairing and reletting.

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to cancel this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the Lessor shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the Lessee. No pursuit of any remedy by Lessor shall constitute a forfeiture or waiver of any payments or other moneys

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

due to the Lessor hereunder, or of any damages accruing to the Lessor by reason of the violations of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of payments or other moneys following any event of default hereunder shall not be construed as the Lessor's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the Lessor of action upon any violation or breach of any of the terms, provision and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy.

21. **CONDEMNATION**: In the event the entire premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the Lease; should a substantial part of said premises be so taken, the Lessee may cancel this Lease or at its option retain the remainder of the premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.
22. **CLEANLINESS**: Lessee shall at all times keep the leased premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the said premises and shall commit or suffer no waste of the said demised premises or maintain any nuisance thereon.
23. **DESTRUCTION OF PREMISES**: In the event of damage to or destruction of any improvements which are to be erected on said real property pursuant to the terms of this Lease, during the term of said Lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this Lease.
24. **LATE PAYMENT PENALTY**: All lease payments that are not paid by the due date are considered delinquent and shall be assessed a ten (10) percent penalty which shall be considered a part of the rent and shall be due and payable with the rent payment.
25. **OPTION TO EXTEND TERM OF LEASE**: Conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, Lessor does hereby grant to Lessee an option to extend the lease term for six (6) additional five (5) year terms, on like terms and conditions, with the rent adjusted according to paragraph 3, and provided that the Lessee, at the least 90 days prior to the end of the then current term, gives written notice of its intent to exercise its option. Lessee's right to renew shall be conditioned upon Lessee's strict compliance with all terms and provisions of this lease during the entire term of the lease, and any non-compliance with any term or provision of this lease by Lessee, regardless of whether notice was given by Lessor or whether the non-compliance was cured, shall constitute sufficient cause by Lessor to choose to refuse renewal of this lease.
26. **BANKRUPTCY**: The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety (90) days after such

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

appointment, then the Lessor may, at its option, declare the termination of this Lease agreement shall forthwith be entitled to immediate possession of the Premises.

27. **END OF TENANCY**: The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.
28. **PART OF MUNICIPAL AIRPORT**: It is understood and agreed by and between the parties hereto that the said property is a portion of the Williston Municipal Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed that the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport. This Lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the Lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the deed of said lands to the Lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the United States of America, the State of Florida, or the Lessor pertaining to the Williston Airport. These terms and conditions include, but are not limited to, requirements that the Lessor obtain Fair market value rent for the leased premises for the duration of the lease term.
29. **NONDISCRIMINATION**: The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, department of transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the Lease and to re-enter and as if said Lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.
30. **AIRPORT PROTECTION**: Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

described real property to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

31. **SUBROGATION CLAUSE**: The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.
32. **HAZARDOUS MATERIALS**: The Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored, used, generated, released into the environment or disposed of on, in, under or about the airport, without the prior written consent of the Lessor. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect and hold harmless Lessor and Lessor's Agents, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, loss or restriction on use of rentable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted by Lessee or Lessee's Agents. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or ground water on or under any building or any portion thereof. The Lessee shall promptly notify the Lessor of any release of Hazardous Materials at the airport, whether caused by the Lessee or any other persons or entities.

The Lessee shall promptly notify the Lessor of, and shall promptly provide true, correct, complete and legible copies of, all of the following environmental items relating to any property at the airport which may be filed or prepared by or on behalf of, or delivered to or served upon, the Lessee: reports filed pursuant to any self-reporting requirements, reports filed pursuant to any applicable laws, all permit applications, permits, monitoring reports, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans, manifests or documents (even those which may be characterized as confidential) relating to water discharges, air pollution, water generation or disposal, underground storage tanks or Hazardous Materials.

The Lessor shall have the right, but not the obligation, to inspect, investigate, sample and/or monitor any property at the airport, including any soil, water, groundwater or other sampling, and any other testing, digging, drilling or analyses, at any time, to determine whether the Lessee is complying with the requirements of this section, or of any other law, and in connection therewith, the Lessee shall provide the Lessor with full access to all relevant facilities, records and personnel.

As used in this section, the term "Hazardous Materials" shall mean and include any hazardous or toxic materials, substances or wastes including (A) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the State

Lessee Initials: _____

Lessor Initials: _____

Vacant Land Lease

of Florida or any agency of the United States Government, (B) asbestos, (C) petroleum and petroleum-based products, (D) urea formaldehyde foam insulation, (E) polychlorinated byphenyls ("PCBs"), and (F) freon and other chlorofluorocarbons.

Prior to the execution of this Lease, Lessee shall complete, execute and deliver to Lessor a Hazardous Materials Questionnaire in the form required by Lessor. The completed Hazardous Materials Questionnaire shall be deemed incorporated into this Lease for all purposes, and Lessor shall be entitled to rely fully on the information contained therein. On each anniversary of the commencement date of this lease, Lessee shall complete, execute and deliver to Lessor an updated Hazardous Materials Questionnaire, in form as may be modified by Lessor from time to time.

If the Lessee or any environmental inspection discloses the existence of Hazardous Materials in, on, under or about the Premises, the Lessee shall, at Lessor's request, immediately prepare and submit to Lessor within thirty (30) days after such request a comprehensive plan, subject to Lessor's approval, specifying the actions to be taken by Lessee to return the Premises to the condition existing prior to the introduction of such Hazardous Materials. Upon Lessor's approval of such clean-up plan, Lessee shall, at Lessee's sole cost and expense, without limitation on any rights and remedies of Lessor under this lease, or applicable law, immediately implement such plan and proceed to clean up the Hazardous Materials in accordance with all applicable laws and as required by such plan and this lease.

The provisions of this section, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this lease.

33. **STORMWATER POLLUTION:** Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.
34. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.
35. **BENEFIT:** This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.
36. **ENTIRE AGREEMENT; APPLICATIONS INCORPORATED:** This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the Williston City Council. All information provided by Lessee in the lease application process is incorporated herein by reference. Lessee warrants that all information provided to

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

37. **SECURITY DEPOSIT:** Lessor acknowledges receipt of \$_____ as a security deposit for faithful performance by Lessee of Lessee's obligations under this lease. If Lessee faithfully performs the lease obligations and timely surrenders possession of the premises, Lessor will repay the security deposit, without interest, within 30 days after expiration of the term. If Lessee vacates or is removed from the premises because of Lessee's default before expiration of the term, Lessor may apply the security deposit to all damages sustained. Any deposit balance that remains on the expiration date of the term will be paid to Lessee within 30 days.
38. **MEMORANDUM OF LAND LEASE AGREEMENT:** The parties hereto agree to execute a memorandum of this Land Lease Agreement to be recorded with the Clerk of Courts of Levy County, Florida on or before sixty (60) days after the date hereof.
39. **OPTION TO LEASE ADDITIONAL PROPERTY:** As described in paragraph 1.1 above, Lessor grants to Lessee an option to lease the real property described as First Refusal Acreage property in section 1.1, for an additional cost as outlined in paragraph 3. To exercise this option, Lessee shall give written notice to Lessor of intent to exercise the option, following which the said property shall become a part of the Premises leased hereunder and shall be subject to all terms and conditions herein. If Lessor receives a bona fide offer from another person to lease the said property, Lessor shall give immediate notice to Lessee. Lessee's right to exercise the option to lease shall expire thirty (30) days following such notice.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this day of ____, 202__.

LESSEE:

BY: _____

LESSOR:

CITY OF WILLISTON

BY: _____
PRESIDENT, CITY COUNCIL

ATTEST: _____
CITY CLERK

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

GUARANTY:

The undersigned, _____, does hereby absolutely and unconditionally guarantee the obligations of _____ under this agreement, and waives all rights of notice, demand and presentment hereunder.

GUARANTOR:

By: _____

Individually

[*name individual*]

[*individual's address*]

Lessee Initials: _____
Vacant Land Lease

Lessor Initials: _____

Prepared by and return to:
City Attorney
City of Williston
PO Drawer 160
Williston, FL 32696

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE entered into this ____ day of _____, 2022, by and between the City of Williston, Florida, (the "Lessor"), and Seabring Marine Industries, Inc., (the "Lessee"),

WITNESSETH:

WHEREAS, the Lessor and the Lessee have entered into a Land Lease Agreement dated _____, 2022, (the "Lease"), pursuant to which the Lessor leases to the Lessee that certain real property herein described; and

WHEREAS, the Lessor and the Lessee desire to record certain basic terms of the Lease in the public records of Levy County, Florida;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby confirm and set forth the following terms of the Lease, it being acknowledged by the parties that the Lease contains additional terms not set forth below and that the enforceability of such additional terms shall not be affected by their omission from this Memorandum of Land Lease:

1. The Lessor has leased to the Lessee pursuant to the Lease the real property described with all rights, privileges and easements appurtenant thereto (collectively, the "Premises"), to wit:

Parcel 7 of Block 1700 at the Williston Municipal Airport
A parcel of land lying in the Southeast ¼ of Section 11, Township 13 South, Range 18 East, Levy County, Florida; being more particularly described as follows:

Commence at the Southeast corner of said Section 11, and run thence North 00°52'40"West, along the East line of said Section, a distance of 654.49 feet; thence North 88°42'53"West, a distance of 30.44 feet to the centerline intersection of S.W. 18th Street and S.W. 18th Avenue; thence continue North 88°42'53"West, a distance of 30.00 feet to the West right-of-way line of said S.W. 18th Street; thence North 00°25'38"East, along said West right-of-way line, a distance of 30.00 feet to the North right-of-way line of said S.W. 18th Avenue; thence North 88°42'53"West, along said North right-of-way line, a distance of 420.04 feet to the Point-of-Beginning of the herein described parcel; thence continue North 88°42'53"West, along said North right-of-way line, a distance of 131.64 feet; thence North 00°25'38"East, a distance of 210.02 feet; thence South 88°42'53"East, a distance of 131.64 feet; thence South 00°25'38"West, a distance of 210.02 feet to the said Point-of-Beginning.

Containing 0.635 Acres, more or less.

2. Lessor grants to Lessee a reservation of a right of first refusal to the following described premises located in Williston, Levy County, Florida, (the "First Refusal Acreage"), to-wit: Description: (by surveyor)

Parcel 8 of Block 1700 at the Williston Municipal Airport

A parcel of land lying in the Southeast $\frac{1}{4}$ of Section 11, Township 13 South, Range 18 East, Levy County, Florida; being more particularly described as follows:

Commence at the Southeast corner of said Section 11, and run thence North $00^{\circ}52'40''$ West, along the East line of said Section, a distance of 654.49 feet; thence North $88^{\circ}42'53''$ West, a distance of 30.44 feet to the centerline intersection of S.W. 18th Street and S.W. 18th Avenue; thence continue North $88^{\circ}42'53''$ West, a distance of 30.00 feet to the West right-of-way line of said S.W. 18th Street; thence North $00^{\circ}25'38''$ East, along said West right-of-way line, a distance of 30.00 feet to the North right-of-way line of said S.W. 18th Avenue; thence North $88^{\circ}42'53''$ West, along said North right-of-way line, a distance of 551.68 feet to the Point-of-Beginning of the herein described parcel; thence continue North $88^{\circ}42'53''$ West, along said North right-of-way line, a distance of 131.64 feet to the East right-of-way line of S.W. 19th Street; thence North $00^{\circ}25'38''$ East, along said East right-of-way line, a distance of 210.02 feet; thence South $88^{\circ}42'53''$ East, a distance of 131.64 feet; thence South $00^{\circ}25'38''$ West, a distance of 210.02 feet to the said Point-of-Beginning.

Containing 0.635 Acres, more or less.

Lessee hold only a right of refusal on Parcel 8 as described above until a written Acknowledgment of Lessee's Exercise of Option to Lease Additional Property is executed by both parties.

3. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for twenty (20) years, beginning on July 1, 2022 and ending at midnight on July 1, 2042. The Lessee has an option pursuant to the Lease for Lessee to extend the lease term for six (6) additional five (5) year terms, on like terms and conditions, with rent adjusted according to the provisions of the Lease.
4. The Lease allows the Lessee to construct or place leasehold improvements upon the premises, however the Lessor's underlying fee interest shall not be subject to any construction lien related to such improvements.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Land Lease this ____ day of _____, 2022.

[Remainder of Page Intentionally Left Blank – Signatures on Next Page]

LESSEE:
SEABRING MARINE
INDUSTRIES, INC.

LESSOR:
CITY OF WILLISTON

BY: _____
ROBERT PITA
PRESIDENT, SEABRING MARINE
INDUSTRIES, INC.

BY: _____
PRESIDENT, CITY COUNCIL

ATTEST:

CITY CLERK

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Debra Jones, the President of the City Council of the City of Williston, and Latricia Wright, the City Clerk, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

STATE OF FLORIDA
COUNTY OF LEVY

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, who is personally known to me and did not take an oath.

Notary Public

Date: 6/21/2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-34:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PASSERO ASSOCIATES, LLC MASTER CONSULTING SERVICES AGREEMENT; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

REQUESTED BY: BENTON STEGALL AIRPORT MANAGER

PREPARED BY: KIERSTEN BALLOU CITY ATTORNEY

FISCAL IMPACTS: _____

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2022-34	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> CONTRACT AGREEMENT	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2022-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PASSERO ASSOCIATES, LLC MASTER CONSULTING SERVICES AGREEMENT; AUTHORIZING THE APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; REPEALING ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Williston is in need of on-going consulting services;

WHEREAS, the Passero Associates, LLC are a reputable company who provide quality consulting services and have worked extensively with the City of Williston in the past;

WHEREAS, Passero Associates, LLC has submitted a Master Consulting Services Agreement ("Agreement") to the City of Williston regarding providing consulting services to the City of Williston; and

WHEREAS, the City Council President is the appropriate party to execute documents related to such Agreement; and

WHEREAS, the City Council has determined it is in the City's best interest to authorize the City Council President to execute this Agreement, an unexecuted copy of which is attached hereto as Exhibit A and any other such documents as are required to enter into the Agreement.

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 Passero Associates, LLC Agreement, attached hereto and incorporated herein as Exhibit A.

Section 3. The City Council President is hereby authorized to execute on behalf of the City such documents as are required to enter the Agreement.

Section 4. All resolutions or parts of resolutions to the extent of conflict herewith are hereby repealed.

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

PASSED AND ADOPTED at a meeting of the City Council this 21ST day of June, 2022.

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, City Council President

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

Latricia Wright, City Clerk

Approved as to Form and Legality:

S. Scott Walker, City Attorney
Kiersten N. Ballou, City Attorney

Master Consulting Services Agreement

This Master Consulting Services Agreement ("Agreement") is made and entered into as of the ____ day of _____, 2022 (the "Effective Date"), by and between **City of Williston, Florida**, with offices located at **50 NW Main Street, Williston, FL 32696** (hereinafter referred to as either "Client" or "City"), and **Passero Associates, LLC**, with offices located at **4730 Casa Cola Way, Suite 200, St. Augustine, FL 32095** (hereinafter referred to as either "Passero" or "Consultant"). Collectively, Client and Passero are hereinafter referred to as "the Parties" to this Agreement.

Witnesseth:

WHEREAS, Client desires Passero to provide certain professional consulting services as described in separate Work Orders to be issued hereunder pursuant to the terms and conditions hereinafter set forth,

NOW, THEREFORE, the Parties, in consideration of the foregoing recitals and the mutual covenants hereinafter set forth and in subsequently issued Work Orders, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. Provision of Services/Method of Project Authorization

- 1.1 This Agreement provides the terms upon which Client may avail itself of the professional consulting services of Consultant from time to time over the period of time specified hereinafter. An introduction to these General Engineering/Consulting Services is attached to this Agreement as Attachment A, entitled "General Engineering/Consulting Services, City of Williston, Florida."
- 1.2 Passero shall provide, in accordance herewith, the professional consulting services described in separate Work Orders issued hereunder (the "Services"). Each Work Order, when signed by the Parties, shall be incorporated into and form a part of this Agreement. Each such Work Order shall contain a Project Description, Scope of Services, Project Schedule, Deliverables, Compensation Terms and special provisions or conditions specific to the Services or project being authorized (the "Project"). An outline of the Work Order is attached to this Agreement as Attachment B, entitled "Sample Work Order". In the event of a conflict between this Agreement and any Work Order issued hereunder, the terms of the Work Order shall govern the provision of the particular Services or Project involved over the conflicting provisions of this Agreement.
- 1.3 Should Client issue a purchase order or other instrument related to Passero's Services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Passero shall indicate the purchase order number on the invoices sent to Client.
- 1.4 Since Passero has no control over the cost of labor, materials, or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, when requested by Client to estimate project construction costs, Passero's opinions of probable costs provided as a service hereunder are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry. However, Passero cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable costs prepared by it. If Client wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitations established by Client will be considered Additional Services which entitle Passero to additional compensation shall be negotiated and mutually agreed upon by the Parties.

- 1.5 If the Services are to include services during construction, any resident engineering, construction, observation, special inspections, or testing provided by Passero is for the purpose of determining the contractor's compliance with the functional provisions of Project specifications only. Passero neither guarantees nor insures any contractor's work nor assumes responsibility for (i) the means, methods or materials used by any contractor, (ii) Project site safety, or (iii) any contractor's compliance with laws and regulations. Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for Project site conditions during the course of construction of the Project; including safety of all persons and property, and that this responsibility shall be continuous and not be limited to normal working hours.
- 1.6 The Services shall be performed by Passero utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions (this standard of care does not mean such Services shall be perfect or error free). Other than as expressly set forth herein, Passero makes no warranties or guarantees whatsoever, whether expressed or implied, of merchantability or fitness for a particular purpose, with respect to any services performed under this agreement. Passero shall have no liability for indirect, special, incidental, punitive or consequential damages of any kind.

2. Client's Responsibilities

- 2.1 Client shall provide full information regarding its requirements for the Services or Projects and shall arrange for Passero, its agents and consultants access to the site of work.
- 2.2 Client shall designate a representative authorized to act on its behalf with respect to the Services or Project. Client's authorized representative shall examine all studies, reports, sketches, probable costs, drawings, specifications, proposals, and other documents submitted by Passero or furnish information required of Client and, when specifically requested to do so by Passero in writing, Client's authorized representative shall render in writing decisions pertaining thereto promptly so as not to delay the progress of Passero's Services.
- 2.3 Client shall provide Passero, its agents and consultants, access to its records to the extent necessary to perform Passero's obligations hereunder. If any off-site investigations are required, it shall be Client's responsibility to secure the required access rights from site owners.

3. Term of Agreement

The term of this Agreement shall be five (5) years with two (2) additional one (1) year terms from the date this contract is approved and executed by the City of Williston, Florida, unless notice of termination is given as set out more fully below.

4. Compensation and Method of Payment

- 4.1 Client shall compensate Passero for the Services on the basis as set forth herein and in each separately issued Work Order.
- 4.2 Passero recognizes that Client is generally exempt from paying sales and other forms of taxes. However, in the event that Client is required by law to pay any sales or similar tax by any governmental authority, Client shall pay any such tax promptly and when due.
- 4.3 Passero shall invoice Client monthly for all Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, and each invoice shall be due and payable within thirty (30) days of receipt by Client. Client shall notify Passero in writing of any disputed amount contained in an invoice within fifteen (15) business days from the date of invoice; otherwise, all charges shall be deemed acceptable and correct.

4.4 Compensation due Passero under this Agreement is due and payable at Passero's offices in St. Augustine, Florida (or at such other location as may be specified by Passero in writing).

4.5 If Client fails to make any payment due Passero for Services and Reimbursable Expenses within thirty (30) days after the date of an undisputed invoice (or within thirty days after resolution of a disputed invoice), the amounts due Passero shall accrue interest at the lesser of one and one half percent (1.5%) per month or the maximum rate allowed by law from the thirtieth (30th) day; and, in addition, Passero may, after giving seven (7) days written notice to Client, suspend Services under this Agreement until Passero has been paid in full all amounts due for Services and Reimbursable Expenses, including all accrued but unpaid interest, without Passero incurring liability due to such suspension. Timely payment of Passero invoices is a strict condition precedent to the assertion of any and all claims. Failure to timely pay any invoice shall constitute a waiver of any and all claims arising from or related to Passero's services, including but not limited to the services described herein.

5. Delays/Changes

5.1 Any delay or default in the performance of any obligation of Passero under this Agreement resulting from any cause beyond Passero's reasonable control shall not be deemed a breach of this Agreement. The occurrence of such event shall suspend the obligations of Passero as long as performance is delayed or prevented thereby, and the compensation due Passero hereunder shall be equitably adjusted.

5.2 During the performance of the Services hereunder, Client shall have the right, by written instrument, to make changes in, omissions from, or to require additions to the Services (hereinafter collectively referred to as "Changes"). In the event that such Changes require the preparation of additional drawings and/or specifications, or require additional services by Passero, then, upon completion of such additional services, Passero shall be entitled to an equitable increase in compensation for such additional services rendered due to the Changes.

6. Direct Personnel Expenses Defined

6.1 Direct Personnel Expenses are defined as the cost of salaries of employees of Passero engaged on the Project and of mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar benefits.

7. Reimbursable Expenses Defined

7.1 Reimbursable Expenses are in addition to the Direct Personnel Expenses described in Section 6 herein and are defined as actual expenditures made by Passero, its employees, or its consultants in the interest of the Services or Project including but not limited to:

7.2 Transportation and subsistence of Project personnel, consultants' fees, computer and computer aided drafting and design (CADD) charges, fees paid for securing approval of authorities having jurisdiction of the Project, toll telephone calls and FAX charges, reproduction and printing charges of all types for Project-specific documents, mailing and shipping charges, equipment and laboratory use fees, photography, model materials, and all other materials and expendable supplies directly used with respect to the Project.

7.3 Any other provision of this Section 7 notwithstanding, Reimbursable Expenses are limited to the amounts set forth in each Work Order.

8. Insurance

8.1 Passero agrees to maintain the following insurance coverages during the performance of its Services under this Agreement:

Type	Coverage
Worker's Compensation and Employer's Liability	Statutory
General Liability – Bodily Injury/Property Damage Combined (including contractual)	\$1,000,000 / \$1,000,000
Automobile Liability – Bodily Injury/Property Damage Combined (including contractual)	\$1,000,000 / \$1,000,000
Professional Liability (including errors and omissions)	\$1,000,000 / \$1,000,000

8.2 Upon request, Passero shall provide Client with a certificate of insurance indicating that the above-described coverages are in effect.

8.3 Limitation of Liability: The City agrees, to the fullest extent permitted by law, to limit the Consultant's professional liability to the Client, for any and all damages or claim expenses (including attorneys' fees) arising out of this agreement, to the total amount of \$100,000, or the amount of the Consultant's fee on a specific project (whichever is greater).

9. Termination/Suspension

9.1 This Agreement may be terminated without cause by either party upon fifteen (15) days written notice. In the event of termination, Passero shall be compensated, as provided herein, for Services performed through receipt of such written notice of termination, together with Reimbursable Expenses then due.

9.2 If the Project is suspended for more than thirty (30) consecutive days, Passero shall be compensated, as provided herein, for Services performed through receipt of written notice of such suspension, together with Reimbursable Expenses then due. When the Project is resumed, Passero's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of Passero's Services.

10. Use of Documents and Electronic Deliverables

10.1 All Documents and Electronic Deliverables created by Passero during its' assignment to the City shall become property of the City. All Documents are recognized as instruments of Service in respect to this Project, and Consultant shall also retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

10.2 Copies of Documents that may be relied upon by Client are limited to the printed copies (also known as "hard copies") that are signed and sealed by Consultant. Electronic files of text, data, graphics, or other types that are furnished by Consultant ("Electronic Deliverables") to Client are only for convenience of Client. Any conclusion or information obtained or derived from such Electronic Deliverables shall be at the Client's sole risk. If there is a discrepancy between the Electronic Deliverables and the hard copies, the hard copies govern.

10.3 When transferring Electronic Deliverables, Consultant makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.

- 10.4 Client may make and retain copies of Electronic Deliverables for information and reference in connection with use on the Project by Client. Such Electronic Deliverables are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Consultant is providing such Documents and Electronic Deliverables for Client's use only for this Project. Any reuse or modification of Electronic Deliverables without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, shall be at Client's sole risk and without liability or legal exposure to Consultant or Consultant's subconsultants. Any verification or adaptation by Consultant of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates agreed upon by Client and Consultant.

11. Hazardous Substances

- 11.1 Client recognizes that the Project site may involve the presence of hazardous, toxic or pollutive substances. Passero has no responsibility for the condition of the Project site or the handling, storage or disposal of any substance or materials from any Project site or otherwise.

12. Equal Opportunity Employer

- 12.1 Passero is an equal opportunity employer. Passero does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or veteran status and will take affirmative action to employ and advance in employment qualified minorities, women, disabled veterans, veterans of the Vietnam Era, or disabled individuals.

13. Contingent Fees

- 13.1 Passero warrants that it has not employed or retained any person or entity, other than bona fide employees working solely for Passero, whose fee, commission, percentage, gift, or other consideration from Passero is contingent upon, or results from, that person's or entity's procuring this Agreement.

14. Construction

- 14.1 This Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Florida.

15. Venue, Dispute Resolution

- 15.1 Client and Passero agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Levy County, Florida.
- 15.2 In the event of a dispute between the City and Consultant, the parties agree to negotiate in good faith, having such written and oral communications as are appropriate, in an attempt to resolve said dispute. Disputes not resolved through a good faith effort, shall be submitted to non-binding mediation, prior to each party's right to initiate litigation.

16. Dispute Costs

- 16.1 In the event litigation shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses and attorneys' fees which may be incurred on account

of such litigation, as well as at every stage of any such proceedings from the time such dispute first arises through trial, arbitration or other proceedings and all appellate processes.

17. Successors and Assigns

- 17.1 Except as otherwise expressly provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, successors, and assigns. Passero will not assign this Agreement in whole or in part, or delegate any of its responsibilities hereunder to any third party, without the express written consent of the Client, which consent shall not be unreasonably withheld.

18.. Entire Agreement

- 18.1 This Agreement and the exhibits hereto set forth the entire agreement between the Parties. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Agreement shall be binding upon Client or Passero unless reduced to writing and signed by both Parties. The captions and numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe scope or intent of any paragraph nor in any way affect this Agreement.

19. Partial Invalidity

- 19.1 If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

20. Notices

- 20.1 Any notice, demand, request, or other instrument which may be or required to be given under this Agreement shall be delivered in person, sent by United States Certified or Registered Mail, postage prepaid, or sent by a reputable overnight courier service and shall be addressed to either party at the address as hereinabove given.
- 20.2 Any notice shall be deemed delivered upon hand delivery or three (3) days after depositing such notice in postal receptacles, return receipt requested, or one (1) day after depositing such notice with a reputable overnight courier service. Either party may designate such other address as shall be given by written notice.

Notices shall be provided to the following:

To Client:
Debra Jones, City Council President
City of Williston
50 NW Main Street
Williston, FL 32696

To Consultant:
Bradley J. Wentc, P.E., V.P.
Passero Associates, LLC
4730 Casa Cola Way, Suite 200
St. Augustine, FL 32095

21. No Partnership

- 21.1 Nothing contained in this Agreement shall or shall be deemed or construed so as to create the relationship of employer-employee, principal-agent, joint venturers, co-adventurers, or partners between Client and Passero, and they are and shall remain independent contractors one as to the other.

22. Counterparts

- 22.1 This Agreement may be executed in two or more counterparts, each of which may be executed by one or more of the Parties hereto, but all of which, when delivered and taken together, shall constitute but one Agreement binding upon all of the Parties hereto.

23. Additional Provisions

- 23.1 Confidentiality: The City requires that Passero exercise reasonable care in order to protect the Airport business operations from other Airports in similar business enterprise.
- 23.2 Right of Refusal: The City has the right to refuse Passero's assignment of subconsultant contracts to any subcontractor not acceptable by the City.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, under seal, all as of the day and year first above written.

"Client"

City of Williston, Florida

By: _____

Typed Name: Debra Jones, City Council President

Attest:

By: _____

Typed Name: Latricia Wright

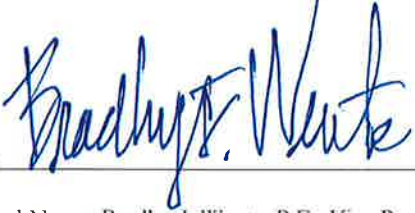
Title: City Clerk

Date: _____

(CORPORATE SEAL, optional)

"Consultant"

Passero Associates, LLC

By:  _____

Typed Name: Bradley J. Wentz, P.E., Vice President

Attest:

By:  _____

Debra Typed Name: Angela Witt

Title: Grants/Contracts Administrator

Date: 5/17/2022

(CORPORATE SEAL, optional)

Attachment A
Scope of Work
General Engineering/Consulting Services
Williston Municipal Airport
Williston, FL

Scope of Work - General Engineering/Consulting Services

Williston Municipal Airport, Williston, FL

I. General

The General Engineering/Consulting (GEC) Services to be provided shall be on a continuing basis. Specifically, authorized GEC services shall be described in separate work orders. The Consultant shall prepare each work order and forward it to the **City of Williston, Florida** for review, action, and approval. Consultant shall not proceed on projects until receipt of written authorization to proceed from the City. If Consultant does proceed prior to receipt of written authorization, Consultant services may not be eligible for payment from the City.

Scope of work, fees, and schedule for each phase of the development program (or a specific project within a development program) shall be set forth in each work order. If there are any inconsistencies between the Master Consulting Services Agreement and a work order, the work order shall govern.

Professional services shall be divided into two categories of services, in accordance with industry standards: 1 – Basic Services, and 2 – Special Services. Basic Services shall be completely defined within each work order by a scope, lump sum fee, schedule, and deliverables. Special Services are services that can reasonably be anticipated to become a part of the project before the start of a project, however, these services can only be defined at a later date in the development program (or project). Special Services such as wetland delineation/flagging, survey and mapping of flagged areas would be considered as one example of this type of service, as the exact wetland boundaries (and size) cannot be determined at the start of a project. Special Services shall be performed as approved by the City in writing, and as funds are available. If requested by the City, a preset fee for anticipated Special Services shall be included in work order(s). If additional funding is required due to project conditions, field conditions or other information, the City and Consultant shall either modify the program (or project) or the City shall commit additional funding.

The sections that follow describe potential forms of professional General Engineering/Consulting Services to be provided.

II. Program Management Services

In general, Program Management (PM) services involve the detailed coordination of individual projects within overall development programs, including a continuing review of active development procedures relating to specific City goals and objectives. Specifically, PM services provide the City with program/project direction, consulting, and review from initial program concepts to final project closeout. PM services also provide multi-disciplined, multi-sponsored project coordination (i.e., projects “by others”), to update the City on “other” development programs that may have an effect (or interaction) on City programs. PM services may be assigned by the City for programs related to the Airport. Specifically, PM services may consist of the following:

1. Providing consultation with City on both overall development program and specific project requirements, finances, schedules, and other pertinent matters early in the life (and throughout the life) of the program (or project).
2. Review programs (and projects) in accordance with FAA and FDOT Airport design standards, recommendations, advisories, regulations, and orders.
3. Coordination with the FAA, FDOT, City, the general public, and other concerned agencies involved with the Airport and other development programs within the City.
4. Conducting and attending progress meetings.
5. Conducting and attending public information meetings, public hearings, and other associated presentations.
6. Collecting data necessary to prepare financial, planning, environmental, architectural, engineering, and other feasibility studies.

7. Conducting grants-related research and/or administration throughout the life of the program/project, including the preparation of necessary applications for local, state, and federal grant programs and studies.
8. Any other program management-related services, as requested by City and agreed to by Consultant.

III. Engineering Design and Construction Phase Services

As directed, the GEC will provide engineering design and construction-phase services. In general, the GEC shall provide technical services, prepare interim reports, and provide status update presentations as each portion of a development program progresses, for City review and comment.

Engineering design and construction phase services may consist of the following:

1. Civil engineering.
2. Site engineering.
3. Environmental engineering and storm water management.
4. Structural, mechanical, electrical, and plumbing engineering.
5. Transportation and traffic planning and engineering (including drainage analysis).
6. Architectural design and interior design services.
7. Landscape architecture services.
8. Bid preparation, review, and recommendation of award.
9. Construction administration and resident engineering/owner's representative services.
10. Design-build coordination, management, and construction administration.
11. Value engineering.
12. Geotechnical investigation.
13. Topographic surveying.
14. Any other engineering design and construction phase services, as requested by City and agreed to by Consultant.

IV. Planning Services

As directed, the GEC will provide planning-related services. In general, the GEC shall prepare technical studies, feasibility studies, interim reports, and provide status update presentations as each portion of a development program progresses for City review and comment.

Planning services may consist of the following:

1. Project feasibility, operational and financial planning.
2. Airport Master Plans and Airport Layout Plans.
3. Transportation and traffic planning.
4. Recreational facility planning.
5. Drainage master planning.
6. Environmental Assessments and Environmental Impact Statements.
7. Noise compatibility studies, noise measurement and monitoring.
8. Financial studies.
9. Economic development and/or impact studies.
10. Assistance with state and federal-level MBE/DBE Programs.

11. Annual updates of the Airport Capital Improvement Program (CIP).
12. Monitor and update tenant lease exhibits.
13. Participate in public information programs and/or public hearings relating to airport planning and development, and other development programs.
14. Monitor and maintain ground and aerial surveys.
15. Any other planning-related services, as requested by City and agreed to by Consultant.

V. Staff Extension Services

Staff Extension Services may consist of small projects, day-to-day professional services, continuing long-term assignments, or miscellaneous services that are needed in an immediate manner. Therefore, the formulation of a new work order may neither be prudent nor possible. A preset hourly fee shall be established when assigning staff extension services. In most cases, the consultant shall "draw down" on a not-to-exceed fee, as directed by the City. If additional Staff Extension Services are desired or required beyond the initial pre-set fee, the Consultant will notify the City before the entire preset fee is exhausted, and an additional fee may be assigned by the City to allow a continuation of services.

Attachment B

Sample Work Order

**Williston Municipal Airport (X60)
Williston, Florida**

Sample Work Order 2021-01

Project: Sample Project

Passero Associates (PA) agrees to perform the following services, in accordance with the terms and conditions of this Work Order and the Master Consulting Services Agreement with the City of Williston, Florida dated _____, 2021, all of which terms and conditions are incorporated herein by reference:

Project Location: Williston Municipal Airport (X60), Williston, Florida.

Project Description: Sample Project.

Scope of Basic Services: See Attachment "Exhibit A Scope of Work."

Scope of Special Services: N/A

Client Manager: Jackie Gorman

Airport Manager: Benton Stegall

PA Program Manager: Bradley J. Wentc, P.E.

Basic Services Compensation and Method of Payment: Lump Sum Fee \$XXX.XX. See "Exhibit B Cost Summary."

Special Services Compensation and Method of Payment: N/A

Schedule: Services to begin upon receipt of fully-executed Work Order, or when Notice-to-Proceed is issued by FDOT.

Meetings: TBD. See Attachment "Exhibit A Scope of Work."

Deliverables: TBD. See Attachment "Exhibit A Scope of Work."

Other Considerations (if applicable): N/A

"Client"

City of Williston, Florida

By: _____

Name: Debra Jones

Title: City Council President

Attest:

By: _____

Name: Latricia Wright

Title: City Clerk

"Consultant"

Passero Associates, LLC

By: _____

Name: Bradley J. Wentc, P.E.

Title: Vice President

Attest:

By: _____

Name: Angela Witt

Title: Contracts/Grants Administrator

Date: 4/21/2022

COUNCIL AGENDA ITEM

RESOLUTION 2022-35:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN A RENEWAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION PLAN FOR THE FY 2022-2023 AND PROVIDING AND EFFECTIVE DATE.

REQUESTED BY: JONATHAN BISHOP PUBLIC WORKS DIRECTOR

PREPARED BY: CITY CLERK LATRICA WRIGHT

FISCAL IMPACTS: An agreement with FDOT to be compensated for maintaining the traffic lights. The contract with FDOT, stating that the City of Williston agrees to maintain the Traffic Lights for the agreed amount of \$15,618.00 from 07/01/2022 to 06/30/2023.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2022-35	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2022-35

RESOLUTION NUMBER 2022-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE CITY COUNCIL PRESIDENT TO SIGN A RENEWAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION PLAN FOR THE FY 2022-2023 AND PROVIDING AND EFFECTIVE DATE.

WHEREAS, the City of Williston will accept the renewal agreement for the Traffic Signal Maintenance and Compensation FY 2022-2023

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 are made a part of this resolution.

Section 2. The City Council hereby accepts the Terms and Conditions of the Contract with the Florida Department of Transportation as identified in the attached Exhibit A.

Section 3. The City Council President is hereby authorized to execute on behalf of the City such documents as are required to enter the Agreement.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED at a meeting of the City Council this 21st day of June 2022.

CITY OF WILLISTON, FLORIDA

BY: _____
Debra Jones, City Council President

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

Approved as to Form and Legality:

Latricia Wright, City Clerk

S. Scott Walker, City Attorney or
Kiersten N. Ballou, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

750-010-24
TRAFFIC OPERATIONS
06/16
Page 1 of 1

CONTRACT NO. ARV31
FINANCIAL PROJECT NO. 41352518814
F.E.I.D. NO. F596000451001
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and City of Williston, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation 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:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

City of Williston, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

Print/Type Name: James Hannigan

Title: District Traffic Operations Engineer

Legal Review: _____

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**Reimbursement for Maintenance and Operation****Exhibit A****Compensation for Maintaining Traffic Signals and Devices for FY
2023****Effective Date: from 07/01/2022 to 06/30/2023****CITY OF WILLISTON**

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR45, (US41) at SR121/CR316 (NE 30th St)	\$3,674										\$3,674
SR45, (US41) at CR335			\$922								\$922
SR500, (ALT. US27) at EAST 4TH ST.	\$3,674										\$3,674
SR500, (ALT. US27) at SR45, (US41)	\$3,674										\$3,674
SR500, (ALT. US27) at SR 45, (US 41) WEST / 7TH ST.	\$3,674										\$3,674
Total Lump Sum Amount*											\$15,618.00

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**Reimbursement for Maintenance and Operation****Exhibit A****Compensation for Maintaining Traffic Signals and Devices for FY
2023****Effective Date: from 07/01/2022 to 06/30/2023
CITY OF WILLISTON*** Amount paid shall be the Total Lump Sum (*minus any retainage or forfeiture*).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$15,618.00

Maintaining Agency_____
Date_____
District Traffic Operations Engineer_____
Date

Date: 6/21/22

COUNCIL AGENDA ITEM

TOPIC: BUDGET WORKSHOP AND HEARING SCHEDULE

REQUESTED BY: FINANCIAL DIRECTOR PREPARED BY: LATRICIA WRIGHT

**BACKGROUND / DESCRIPTION: REVIEW SCHEDULE FOR BUDGET
WORKSHOP AND BUDGET HEARING AND MAKE CHANGES OR APPROVE.**

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**

City of Williston
Budget Calendar - Fiscal Year 2023

Key Dates	Activity / Tasks
July 1	Property Appraiser certifies the taxable values
July 26 – 5:30 PM	City of Williston 1st Budget Workshop (Pending Council Approval)
August 2	County School Board Budget Hearing #1
August 2	City of Williston Regular Council Meeting – Approve Tentative Budget & Millage Rate
August 4	Deadline for submitting DR420 to Property Appraiser & Tax Collector a) Include Proposed Millage Rate b) the current rollback rate c) The date, time, and meeting place of the Tentative Budget Hearing
August 23 – 5:30 PM	City of Williston 2nd Budget Workshop (Pending Council Approval)
September 6	County Budget Hearing #1
September 12	County School Board Budget Hearing #2
September 13 – 5:30 PM	City of Williston 1st Budget & Millage Rate Hearing (Pending Council Approval)
September 20	County Budget Hearing #2
September 22 or 23	Publish Budget Summary in Local Newspaper (Must be published at least 5 days prior to Public Hearing).
September 27 – 5:30 PM	City of Williston 2nd and Final Budget Hearing (Pending Council Approval)
October 01	Remit Adopted Millage Rate to Property Appraiser & Tax Collector
October 03	Submit all Tax Documents to Florida Department of Revenue

** Per Florida Statutes, the hearing dates scheduled by the County Commission and School Board shall not be utilized by any other taxing authority within the county for its public hearings.