

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

DATE: TUESDAY, SEPTEMBER 5, 2023
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 Jerry Robinson
Councilmember Michael Cox
Councilmember Zach Bullock
Councilmember Darfeness Hinds

OTHERS:

City Manager Terry Bovaird
Attorney Kiersten Ballou
City Clerk Latricia Wright

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ITEM – 2 – MAYORS STUDENT OF THE MONTH. Hayden Smith, 2nd Grade, Joyce Bullock Elementary. (pp 4-5)

ITEM – 3 – PUBLIC PARTICIPATION

ITEM – 4 – CONSENT AGENDA – (pp 6-9)

- Council minutes from August 22, 2023

ITEM – 5 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL
- MAYOR

ITEM – 6 – NEW BUSINESS –

- A. RESOLUTION 2023-66: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING HUMAN RESOURCES TO DESIGNATE A FULL-TIME INFORMATION TECHNOLOGY TECHNICIAN FOR COWLINK AND MOVE THE CURRENT SPLIT POSITION BETWEEN NATURAL GAS AND INFORMATION TECHNOLOGY TO FULL TIME IN THE

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- NATURAL GAS DIVISION AND PROVIDE AN EFFECTIVE DATE. **IT DIRECTOR AARON MILLS.** (pp 10-15)
- B. RESOLUTION 2023-68: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING AND RATIFYING THE AMENDMENT TO THE FOLDS WALKER, LLC CITY ATTORNEY CONTRACT; PROVIDING FOR THE EXECUTION OF AN AMENDED AGREEMENT FOR LEGAL SERVICES WITH FOLDS WALKER, LLC, AND PROVIDING FOR AN EFFECTIVE DATE. **CITY MANAGER TERRY BOVAIRD.** (pp 16-27)
- C. A RESOLUTION 2023-69: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 442505-3-94-23 REGARDING THE WILLISTON MUNICIPAL AIRPORT-DESIGN AND CONSTRUCTION OF BUILDING SITE INFRASTRUCTURE FOR NEW GA TERMINAL; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AMENDMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. **AIRPORT MANAGER BENTON STEGALL.** (pp 28-36)
- D. DISCUSSION WITH POSSIBLE ACTION: PRESSO PROPERTY LOCATED AT 5 NE MAIN STREET. **CITY PLANNER LAURA JONES.** (pp 37-47)

ITEM – 7 – PUBLIC PARTICIPATION

ITEM - 8 - ANNOUNCEMENTS

ITEM – 9 – ADJOURNMENT

SCHEDULED MEETING: BUDGET HEARING SEPTEMBER 12, 2023 AT 5:30 P.M.

NEXT SCHEDULED COUNCIL MEETING SEPTEMBER 19, 2023, AT 6:00 P.M.

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

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

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CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

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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.

Date: 09/05/2023

COUNCIL AGENDA ITEM

TOPIC: SEPTEMBER MAYORS STUDENT OF THE MONTH

REQUESTED BY: MAYOR GOODMAN

PREPARED BY: CITY CLERK LATRICIA WRIGHT

1. HAYDEN SMITH, 2ND GRADER, JOYCE BULLOCK ELEMENTARY SCHOOL.

Joyce Bullock Elementary School:

Hayden Smith

Parent(s):

2nd Grade

Kaila Howe

Nominated by: Stephanie Richardson and Dawn Stewart who made the following comments:

JBES Mayor Student of the Month is Hayden Smith. Hayden is such a great leader in class. He is always helping other students when they need it, without being asked and without hesitation. He is a friend to everyone. Hayden is also such a hard worker in class, always on task and doing his very best at everything we do.

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

DATE: TUESDAY, AUGUST 22, 2023
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 Jerry Robinson
Councilmember Michael Cox - absent
Councilmember Zach Bullock
Councilmember Darfeness Hinds

OTHERS:

City Manager Terry Bovaird
Attorney Kiersten Ballou
City Clerk Latricia Wright

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Prayer and Pledge led by Mayor Goodman.

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

Withdraw Items# 5 (m) and (o). Motion to approve agenda with revisions by Councilmember Bullock. Seconded by Councilmember Hinds. Motion carried 4-0.

ITEM – 2 – PUBLIC PARTICIPATION - None.

ITEM – 3 – CONSENT AGENDA – Motion to approve consent agenda by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 4-0.

- Council minutes from August 8, 2023

ITEM – 4 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD - Gave update on Golf Cart roads.
- STAFF - None
- COUNCIL- Vice-President Robinson - Council Agenda's. Councilmember Hinds - flying ants at football field.
- MAYOR - A second door was added to the cat room at the Williston Animal Rescue Shelter.

ITEM – 5 – NEW BUSINESS –

- A. INTRODUCTION OF NEW POLICE OFFICER: POLICE CHIEF MIKE ROLLS.
Chief Rolls introduced new police officer Kallie Smith to the council and staff.

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- B. DISCUSSION AND PRESENTATION: WILLISTON LEAD AND COOPER BRIEFING: PUBLIC WORKS SUPERVISOR DONALD BARBER/DENNIS DAVIS WRIGHT-PIERCE. - Dennis Davis with Wright-Pierce presented a Lead and Cooper presentation to Council and Staff.
- C. RESOLUTION 2023-58: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON NW 7TH GATE STATION THREE PROJECT TO REPAIR AND REPLACE INFRASTRUCTURE NEEDED FOR SAFETY AND COMPLIANCE; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. - Motion to approve Resolution 2023-58 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 4-0.
- D. RESOLUTION 2023-59: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE EXTENSION TO THE INTERLOCAL AGREEMENT FOR THE SCHOOL CROSSING GUARDS FOR THE 2023-2024 SCHOOL YEAR; AND PROVIDING FOR AN EFFECTIVE DATE. CITY MANAGER TERRY BOVAIRD. - Motion to approve Resolution 2023-59 by Councilmember Bullock. Seconded by Councilmember Hinds. Motion carried 4-0.
- E. RESOLUTION 2023-60: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE HAZARD MITIGATION GRANT PROGRAM (FEMA-4673-DR-FL) FOR ELECTRICAL DISTRIBUTION SYSTEM UPGRADES TO THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND DESIGNATING THE CITY COUNCIL PRESIDENT WITH SIGNING AUTHORITY AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. - Motion to approve Resolution 2023-60 by Councilmember Bullock. Seconded by Councilmember Hinds. Motion carried 4-0.
- F. RESOLUTION 2023-61: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO EXECUTE CONTRACTS FOR 2023-2024 GROUP HEALTH, LIFE, DENTAL VISION SUPPLEMENTAL, AND 457B PLANS FOR THE CITY OF WILLISTON, AND APPROVING FOR AN EFFECTIVE DATE. HR DIRECTOR KRYSTAL PATTERSON. - Motion to approve Resolution 2023-61 by Councilmember Bullock. Seconded by Councilmember Hinds. Motion carried 4-0.
- G. RESOLUTION 2023-62: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE PASSERO ASSOCIATES SUPPLEMENTAL AGREEMENT 23-23R REGARDING THE AIRPORT TERMINAL BUILDING PROJECT; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SAME ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE.

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AIRPORT MANAGER BENTON STEGALL. - Motion to approve Resolution 2023-62 by Councilmember Hinds. Seconded by Councilmember Bullock. Motion carried 4-0.

- H. RESOLUTION 2023-63: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE CONTRACT AGREEMENT WITH GRAY CONSTRUCTION FOR THE AIRPORT TERMINAL BUILDING, AS AMENDED BY THE CITY ATTORNEY; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SAME ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. - Motion to approve Resolution 2023-61 by Vice-President Robinson. Seconded by Councilmember Hinds Motion carried 4-0.
- I. RESOLUTION 2023-64: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE BID AMOUNT OF \$60,858.75 FOR THE ISLAND FREIGHT ROOF PROJECT; AUTHORIZING CITY STAFF AND THE CITY ATTORNEY TO NEGOTIATE FINAL EDITS TO THE CONTRACT AGREEMENT; AUTHORIZING APPROPRIATE PARTIES TO SIGN THE CONTRACT AGREEMENT ONCE FINAL LEGAL APPROVAL HAS BEEN GIVING AND PROVIDING AN EFFECTIVE DATE. AIRPORT SUPERVISOR BENTON STEGALL. - Motion to approve Resolution 2023-64 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 4-0.
- J. RESOLUTION 2023-65: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE AN ORDER FOR A BAREROOT SLASH PINE SEEDLINGS FOR REFORESTATION OF MULTIPLE AREAS AT THE WILLISTON MUNICIPAL AIRPORT AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. - Motion to approve Resolution 2023-65 by Councilmember Hinds. Seconded by Councilmember Bullock. Motion carried 4-0.
- K. DISCUSSION WITH POSSIBLE ACTION: FORECLOSED PESSO PROPERTY. CITY PLANNER LAURA JONES. - Jermiah Platt interested in purchasing PESSO Building. Council instructed City Planner Jones to move forward and surplus PESSO property.
- L. DISCUSSION WITH POSSIBLE ACTION: LIEN REDUCTION REQUEST: CITY PLANNER LAURA JONES. -Adriana Gonzales asked for a reduction of lien on her fathers' property. Motion to reduce lien to \$5,000 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 4-0.
- M. DISCUSSION WITH POSSIBLE ACTION: FOLDS & WALKER INCREASE IN LEGAL SERVICES. CITY MANAGER TERRY BOVAIRD/ATTORNEY KIERSTEN BALLOU. - Withdraw from agenda.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- N. DISCUSSION WITH POSSIBLE ACTION: ALLOW EMPLOYEE CONTRIBUTION GENERAL PENSION TO INCLUDE ALL HOURS WORKED. COUNCIL PRESIDENT DEBRA JONES. President Jones told Council Pension Board need "Impact Statement" to move forward with Pension request. Motion by Vice-President Robinson to order Impact Statement. Seconded by Councilmember Bullock. Motion carried 4-0.
- O. RESOLUTION 2023-66: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING HUMAN RESOURCES TO DESIGNATE A FULL-TIME INFORMATION TECHNOLOGY TECHNICIAN FOR COWLINK AND MOVE THE CURRENT SPLIT POSITION BETWEEN NATURAL GAS AND INFORMATION TECHNOLOGY TO FULL TIME IN THE NATURAL GAS DIVISION AND PROVIDE AN EFFECTIVE DATE. IT MANAGER AARON MILLS. - Withdrawn from agenda.
- P. RESOLUTION 2023-67: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR STATE OF FLORIDA FISCAL YEAR 2024-2025. CITY PLANNER LAURA JONES. - Motion to approve Resolution 2023-67 by Vice-President Robinson. Seconded by Councilmember Bullock. Motion carried 4-0.

ITEM – 6 – PUBLIC PARTICIPATION - Resident Ron Beasley - Sidewalks.

ITEM - 7 - ANNOUNCEMENTS - City Clerk - A pleasure to have 4 City Staff sitting on the FLOC's board.

ITEM – 8 – ADJOURNMENT - Motion to adjourn at 8:09 by Vice-President Robinson. Seconded by Councilmember Hinds. Motion carried 4-0.

COUNCIL AGENDA ITEM

TOPIC: Resolution 2023-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING HUMAN RESOURCES TO DESIGNATE A FULL-TIME INFORMATION TECHNOLOGY TECHNICIAN FOR COWLINK AND MOVE THE CURRENT SPLIT POSITION BETWEEN NATURAL GAS AND INFORMATION TECHNOLOGY TO FULL TIME IN THE NATURAL GAS DIVISION AND PROVIDE AN EFFECTIVE DATE.

PREPARED BY: Donald Barber, Public Works Supervisor / Aaron Mills, IT Director

BACKGROUND / DESCRIPTION:

1. Two Full-time positions will be created per Council's request.
2. The final pay rate will be 52K for the new IT Technician through Cowlink.
3. The current pay rate will be used for the Natural Gas Compliance Technician
4. Job Description(s) to be created after approval and before hire date.

LEGAL REVIEW: NO

FISCAL IMPACTS: YES, New budget item for staffing.
Already part of the new 2023/2024 proposed budget.

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

ATTACHMENTS: Resolution

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2023-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING HUMAN RESOURCES TO DESIGNATE A FULL-TIME INFORMATION TECHNOLOGY TECHNICIAN FOR I.T. / COWLINK AND MOVE THE CURRENT SPLIT POSITION BETWEEN NATURAL GAS AND INFORMATION TECHNOLOGY TO FULL TIME IN THE NATURAL GAS DIVISION AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, the City of Williston has received a need for further assistance in Information Technology, due to growth and;

WHEREAS a split position between Natural Gas and Information Technology has not been effective for both divisions and;

WHEREAS the City of Williston will authorize Human Resources to create two full-time positions of Public Works a full-time Natural Gas Compliance officer, an Information Technology's full-time I.T. / Cowlink Technician, and;

WHEREAS the City of Williston finds that it is necessary to create two full-time positions with benefits to retain a reliable technician for I.T. and Cowlink installs and maintenance and continue meeting compliance standards in it's Natural Gas Divison.

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED at a meeting of the City Council this 5th day of September 2023.

CITY OF WILLISTON, FLORIDA

Debra Jones, Council President

ATTEST:

Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Kiersten Ballou, Attorney

CITY OF WILLISTON

CREATED: 7/2023

PAYGRADE: 13

PAY RANGE: \$44,896.39 - \$71,834.22

NON-EXEMPT

UNION: Eligible

IT TECHNICIAN

JOB FUNCTION/ PURPOSE:

The IT Technician is a professional who is responsible for installing, maintaining, and repairing hardware & software components of the organization's computers. They also support these systems through remote access or site visits as needed by management teams within the City of Williston.

EXAMPLES OF WORK

This section of the job description is not intended to be a comprehensive list of duties and responsibilities of the position. The omission of a specific job function does not absolve an employee from being required to perform additional tasks incidental to or inherent in the job. Performance of lower-level duties may be required.

ESSENTIAL JOB FUNCTIONS:

- Provide technical support to end users, including resolving issues with hardware, software, networking, and other devices.
- Troubleshoot and resolve network and computer related issues.
- Perform hardware and software upgrades and repairs.
- Perform system upgrades and manage system configuration.
- Troubleshoot network security issues.
- Identify and resolve network performance issues.
- Perform network maintenance tasks including but not limited to: IP routing, DHCP, DNS, WAN connectivity, WIFI configuration, etc.
- Manage, Install, and troubleshoot Internet access for ISP (COWLink) Internet Customers.
- Identify and resolve problems with server environments such as: hardware, software, networking, backups, etc.
- Identify and implement best practices for IT systems management.
- Provide end user support via remote, phone or email as needed.
- On-Call duties after hours, weekends, and holidays, as required.
- General construction knowledge, and the ability to work off ladders, use hand and power tools.
- Must be able to pass a drug test upon hire and random drug testing on a regular basis as well as drug screening at least yearly

NON-ESSENTIAL FUNCTIONS:

- Other duties as assigned

ASSIGNED CITY VEHICLE

- Only when assigned.

CERTIFICATIONS AND LICENSES:

- Valid Driver's License Required.
- Florida Driver's License required within 30 days of hire.

KNOWLEDGE, SKILLS, AND ABILITIES:

- Proven troubleshooting skills with the ability to identify root cause of problems and resolve them quickly are required.
- Must demonstrate thorough knowledge of Windows Server, Windows Operating Systems, Microsoft Office Suite, Linux Servers, and Linux Operating Systems is required, along with the ability to install/configure software on computers.
- Outstanding organizational and time-management skills.
- Ability to work professionally with Department Heads, representatives of other agencies, other employees, and the public.
- Substantial knowledge of internet security and data privacy principles.

EDUCATION AND EXPERIENCE:

- Bachelor's Degree in Computer Science or equivalent work experience required.
- Equivalent work experience to a Bachelor's Degree is at least 4 years of direct working experience as an IT Technician or higher IT position, or an Associate's Degree and 2 years of direct working experience as an IT Technician or higher IT position.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS.

To perform this job successfully, an individual must possess certain physical abilities and be able to withstand work related environmental conditions.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

PHYSICAL AND DEXTERITY REQUIREMENTS: Position requires mostly sedentary work that will occasionally require walking or standing for brief periods of time.

Requires sedentary work that involves sitting or standing for prolonged periods of time and may involve exerting up to fifteen (15) pounds of force occasionally to move objects, or considerable skill, adeptness, and speed in the use of fingers, hands or limbs in tasks involving repetitive motions and the use of standard office equipment.

Great physical effort is not necessarily a part of the job, but long hours to attend evening meetings or to work on agency related matters may be required. Occasional travel out of town may also be necessary. Stamina is required to endure and resolve crisis-oriented work situations.

SENSORY REQUIREMENTS: Sensory ability refers to hearing, sight, touch, taste, and smell required by the job.

The job requires normal visual acuity and field of vision, hearing, speaking, color perception, sense of smell, depth perception, and texture perception.

ADDITIONAL INFORMATION/REQUIREMENTS

During periods when the City Mayor issues an emergency declaration for the City of Williston, all employees may be required to work in preparation, response or recovery activities related to the stated emergency.

The City of Williston, Florida is an Equal Opportunity Employer. In compliance with the Americans With Disabilities Act, the City will provide reasonable accommodations to qualified individuals with the disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

I have read and understand this classification description and hereby certify that I am qualified to perform this job, with or without reasonable accommodation.

Employee Name (print)

Supervisor's Name (print)

Employee Signature

Supervisor's Signature

Date

Date

Date: 09/05/2023

COUNCIL AGENDA ITEM

TOPIC: RESOLUTION 2023-68: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING AND RATIFYING THE AMENDMENT TO THE FOLDS WALKER, LLC, CITY ATTORNEY CONTRACT; PROVIDING FOR THE EXECUTION OF AN AMENDED AGREEMENT FOR LEGAL SERVICES WITH FOLDS WALKER, LLC, AND PROVIDING FOR AN EFFECTIVE DATE.

**REQUESTED BY: FOLDS WALKER, LLC
PREPARED BY: ATTORNEY KIERSTEN BALLOU**

BACKGROUND / DESCRIPTION: RATIFYING THE AMENDMENTS TO THE FOLDS WALKER, LLC, ATTORNEY CONTRACT.

LEGAL REVIEW: YES

FISCAL IMPACTS: Original contract terms provide for an automatic 3% increase in October 2023 to \$3,978.38 per month (\$47,740.56 annually). Since beginning their service as City Attorney, Folds Walker, LLC, has provided retainer services to the city valued at an average of \$8,926.47 per month (\$107,117.64 annually). At Folds Walker, LLC discounted government rate of 80% our usual hourly rate would be \$7,141.18 a month.

RECOMMENDED ACTION: Approve

ATTACHMENTS: 2023-68

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

CITY COUNCIL RESOLUTION NO. 2023-68

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

WHEREAS, Folds Walker, LLC currently serves as the City Attorney for the City of Williston, Florida; and

WHEREAS, Folds Walker, LLC, entered into a legal agreement with the City in 2021 providing for a flat rate of \$45,000 annually for retainer services and a 3% increase annually thereafter beginning in October 2022; and

WHEREAS, since Folds Walker began serving as City Attorney in 2021, Folds Walker has provided retainer services to the City valued at an average of \$8,926.47 per month (\$107,117.64 annually) at standard market rate – a \$7,141.18 monthly (\$85,694.16 annual) value at the discounted government rate of 80% standard market rate; and

WHEREAS, per the agreement between the City and Folds Walker, the monthly retainer amount is set to increase to \$3,938.59 beginning October 1, 2023; and

WHEREAS, the City Attorney has requested an increase in the monthly retainer payment to \$5,000 (\$60,000 annually) in order to bring the retainer payment closer in line to the services provided whilst still ensuring significant monthly savings for the City; and

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

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

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

Section 2. The City Council President is hereby authorized to execute or and on behalf of the City the aforementioned Amended Agreement with Folds Walker, LLC.

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

PASSED AND ADOPTED at a meeting of the City Council this 5th day of September, 2023.

CITY OF WILLISTON, FLORIDA

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

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

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

WITNESSETH

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

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

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

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

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

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

TERM

1. The effective date of this Amended Agreement shall be the 1st day of October 2023 and shall remain in full force and effect until terminated by either party as provided herein. The previous Agreement between the parties shall remain in full force and effect until October 1, 2023. The City Attorney recognizes and acknowledges that the City reserves the right to terminate the appointment of the City Attorney at any time for cause or no cause upon sixty (60) days' written notice to the City Attorney. The City Attorney shall have the right to resign as City Attorney upon sixty (60) days' written notice to the City. Upon the resignation of the City Attorney, the appointment of the City Attorney's associates as assistant City Attorneys shall also terminate.

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

BILLING

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

2. The City agrees to compensate the City Attorney at the flat rate of \$60,000.00 per year, payable in monthly installments of \$5,000.00, for the services included within the "General Retainer Services" section of "Exhibit A".

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

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

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

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

GENERAL

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

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

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

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

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

BENEFITS

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

TERMINATION

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

REPRESENTATION - CONFLICT OF INTEREST

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

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

INSURANCE - PROFESSIONAL LIABILITY

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

PUBLIC RECORDS

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK

50 NW Main Street

Williston, FL 32696

(352) 528-3060.

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

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

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

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

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

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

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

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

E-VERIFY

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

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

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

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

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

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

CONTROLLING LAW AND VENUE

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

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

ENTIRE AGREEMENT AND SEVERABILITY

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

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

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

REPRESENTATIONS AND COVENANTS OF CITY ATTORNEY

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

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

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

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

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

I **WITNESS WHEREOF**, the parties have executed this Agreement as of the 5th day of September, 2023.

CITY OF WILLISTON, FLORIDA

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

Date: 9/5/2023

COUNCIL AGENDA ITEM

RESOLUTION 2023-69:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 442505-3-94-23 REGARDING THE WILLISTON MUNICIPAL AIRPORT – DESIGN AND CONSTRUCTION OF BUILDING SITE INFRASTRUCTURE FOR NEW GA TERMINAL; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AMENDMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

REQUESTED BY: BENTON STEGALL AIRPORT MANAGER

PREPARED BY: KIERSTEN BALLOU AIRPORT MANAGER

FISCAL IMPACTS: NONE

LEGAL REVIEW: YES

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2023-69	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2023-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE AMENDMENT TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR FINANCIAL PROJECT NUMBER 442505-3-94-23 REGARDING THE WILLISTON MUNICIPAL AIRPORT – DESIGN AND CONSTRUCTION OF BUILDING SITE INFRASTRUCTURE FOR NEW GA TERMINAL; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AMENDMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Williston Municipal Airport is in need of a new GA Terminal; and

WHEREAS, grant funding is available for the design and construction of the building site infrastructure for a new GA terminal; and

WHEREAS, the State of Florida Department of Transportation previously submitted to the City a Public Transportation Grant Agreement (hereinafter “Agreement”) which was approved by the City Council; and

WHEREAS, the State of Florida Department of Transportation has submitted to the City an Amendment to the Agreement previously adopted (hereinafter “Amendment”); and

WHEREAS, the Amendment allows the funds to be used for a more broad range of items at the airport rather than limiting them to much more specific items permitted in the original Agreement; and

WHEREAS, the Williston Council President is an 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 Amendment, an unexecuted copy of which is attached hereto as Exhibit A; and

WHEREAS, it is in the best interest of the City of Williston to execute 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 Amendment, 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 execute the Amendment.

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

PASSED AND ADOPTED at a meeting of the City Council this 5th day of September, 2023.

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
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
 STRATEGIC
 DEVELOPMENT
 OGC 4/25/2023

Financial Project Number(s): <small>(item-segment-phase-sequence)</small>	Fund(s):	DDR,DPTO	FLAIR Category:
442505-3-94-23			088719
	Work Activity Code/Function:	215	Object Code:
	Federal Number/Federal Award		740100
	Identification Number (FAIN) – Transit only:		Org. Code:
			55022020228
Contract Number: G2J33	Federal Award Date:		Vendor Number:
CFDA Number: N/A	SAM/UEI Number:		VF596000451013
CFDA Title: N/A			Amendment No.: 1
CSFA Number: N/A			
CSFA Title: N/A			

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and City of Williston, ("Agency"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Department and the Agency on 4/26/2023 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

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

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

1. **Amendment Description.** The project is amended Design & Construction of the Building Site Infrastructure & Building Items for the New GA Terminal at Williston Municipal Airport-Additional Funds Added. The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.

2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):
 - ☐ Aviation
 - ☐ Seaports
 - ☐ Transit
 - ☐ Intermodal
 - ☐ Rail Crossing Closure
 - ☒ Match to Direct Federal Funding (Aviation or Transit)
 - (Note: Section 15 and Exhibit G do not apply to federally matched funding)
 - ☐ Other

3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:
 - ☒ Exhibit A: Project Description and Responsibilities
 - ☒ Exhibit B: Schedule of Financial Assistance
 - ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
 - ☐ *Exhibit B2: Advance Payment Financial Provisions
 - ☐ *Exhibit C: Terms and Conditions of Construction
 - ☒ Exhibit D: Agency Resolution
 - ☐ Exhibit E: Program Specific Terms and Conditions
 - ☐ Exhibit F: Contract Payment Requirements
 - ☐ *Exhibit G: Financial Assistance (Single Audit Act)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
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- ☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
- ☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
- ☐ *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ decreased by \$324,444 bringing the revised total cost of the project to \$980,000.

The Department's participation is X increased/ decreased by \$32,444. The Department agrees to participate in the Project cost up to the maximum amount of \$98,000, and, additionally the Department's participation in the Project shall not exceed 10.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Williston

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: James M. Knight, P.E.
Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Design & Construct Infrastructure for New GA Terminal

B. Project Location (limits, city, county, map): Williston Municipal Airport/Williston, FL/Levy

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Design & Construct Infrastructure & Building Items for New GA Terminal Building - Additional Funds Added - As required by 215.971, F.S., this scope of work includes but is not limited to site infrastructure work including consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, earthwork, erosion control, demolition, new & overlay of pavement (access roadways, parking lots, and sidewalks), drainage, utilities (water, sanitary, gas), primary and back-up power supplies, building (foundation, structure, roof, MEP, drainage, and fire prevention and protection), pavement markings, lighting and signage, fencing and gates, landscaping/turfing (including outdoor lighting) and indoor/outdoor security systems, including all materials, equipment, labor, and incidentals required to complete the building site work for this project. The Sponsor will comply with Aviation Program Assurances.

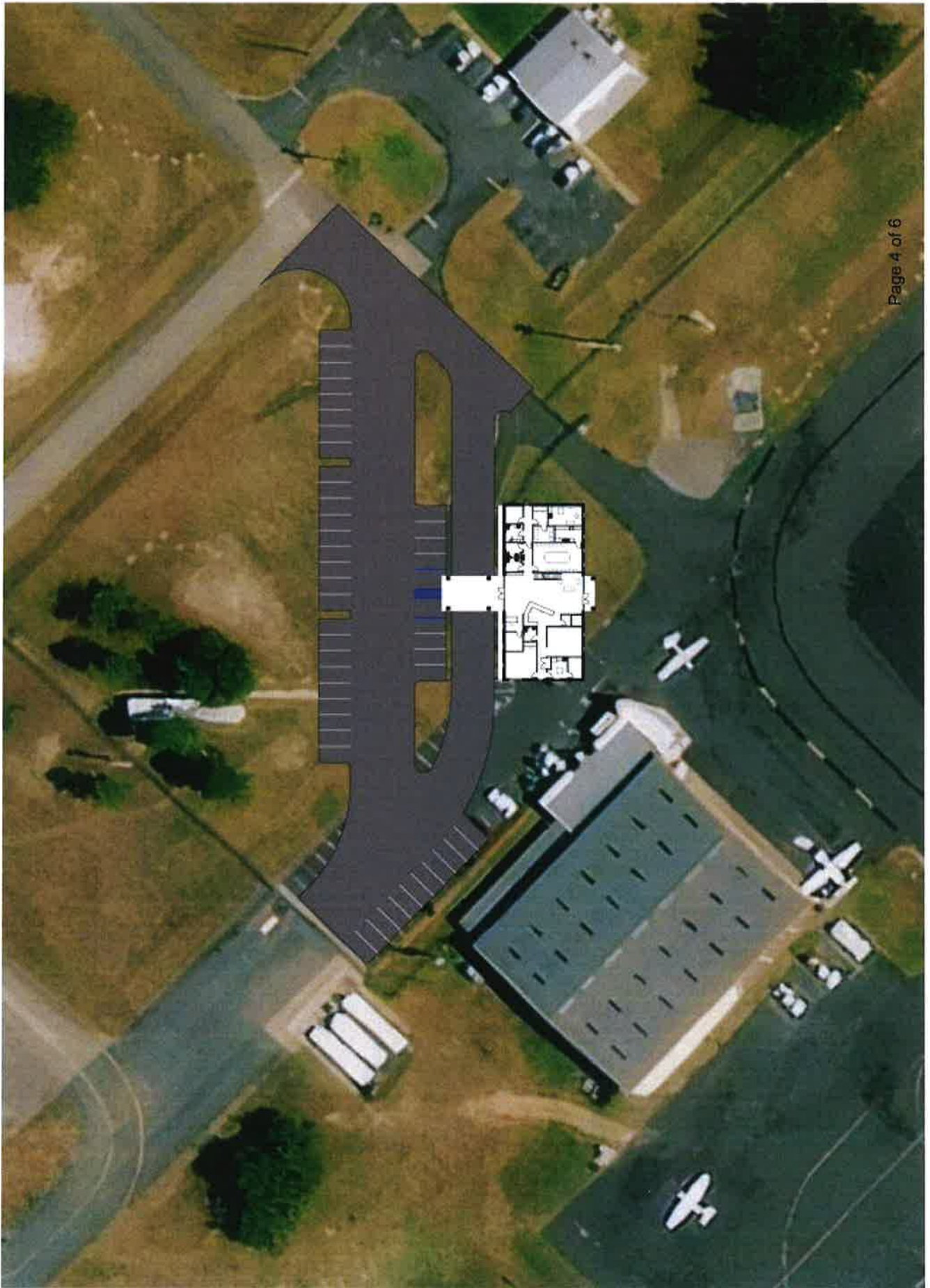
D. Deliverable(s): Design & Construct Infrastructure for New GA Terminal

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
442505-3-94-23	BIL	088719	2023	740100	N/A	N/A	\$590,000.00
442505-3-94-23	BIL	088719	2024	740100	N/A	N/A	\$292,000.00
442505-3-94-23	DDR	088719	2023	740100	N/A	N/A	\$65,556.00
442505-3-94-23	DPTO	088719	2024	740100	N/A	N/A	\$32,444.00
Total Financial Assistance							\$980,000.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Planning	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Environmental/Design/Construction	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	\$98,000.00	\$0.00	\$882,000.00	\$980,000.00	10.00	0.00	90.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$98,000.00	\$0.00	\$882,000.00	\$980,000.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
--	--

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Donna Whitney

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

Date: September 5, 2023

CITY COUNCIL AGENDA ITEM

TOPIC: Discussion with Possible Action

BACKGROUND / DESCRIPTION:

On August 29, 2023 the building located 5 NE Main Street collapsed. Laura Jones discussed the emergency with the building owner, Mr. Michael Pessa, and he expressed no urgency or will to proceed with not only demolition but even clean-up of the collapsed building. He cited health issues and told her that the City can do what they want. He will not sign any paperwork (release of liability) allowing the City to clean-up the property.

Businesses at 21, 31, and 33 N. Main Street (on the north side of the collapsed building) have been recommended to evacuate until further notice.

The Building Official condemned the building on September 1, 2023. There is a possibility of collapse into Main Street so staff worked with the FDOT to move traffic away from the immediate area.

LEGAL REVIEW: Legal has been involved.

FISCAL IMPACTS: Quotes may be available by meeting date. Possible recovery of funds expended from FEMA or another government source.

RECOMMENDED ACTION: Staff coordinated with their contracted professionals and the conclusion is that the building must be removed immediately to protect the safety of Williston's citizens.

ATTACHMENTS: Pictures
Opinion from Building Official
Opinion from Engineer

ACTION:

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

DECLARATION OF IMMEDIATE BUILDING DEMOLITION



September 1, 2023

Ms. Laura Jones
City Planner, City of Williston
50 NW Main Street
Williston, FL 32696

Re: DAMAGED STRUCTURE

Location: 5 NE Main Street

On-Site inspections of the partially collapsed building located at 5 NE Main Street were conducted to evaluate structural integrity and any repair protocol feasibility.

In addition to my on-site inspection Structural Engineers were engaged to evaluate the structure.

Based on my personal inspection of the structure and the Structural Engineers letter (Attached) completed by :

Wekiva Engineering
John Sobczak
711 N Orange Ave, Suite A
Winter Park, FL 32789
Phone: (321) 972-4989
Wekiva Project Number: 22-392
FL COA No: 31920 .

The Building poses an Imminent Danger to the Public and should be Razed by a Qualified State Licensed Contractor Immediately.

Provisions of Emergency Services Must Be Put in Place To Protect The Safety And Welfare of The Public. One of Governments essential functions is to protect its Citizens. The structure should be removed immediately in fulfilling this essential function.

Measures have been put in-place to protect the public as much as possible. The structure is two stories reaching heights of approximately twenty-five plus feet. FDOT has closed one lane of traffic adjacent to the structure. One tenant at the beauty salon has been removed from occupying that space just north of the damaged structure. These measures do not protect everyone in the vicinity of the structure upon complete failure of the building.

If there is any way that I can be of assistance, or if you have any additional questions about this matter, please e-mail mstacks@safebuilt.com or call me at my office, 352/933-2964. Cordially,

Michael Stacks

Michael Stacks
Building Official
City of Williston Florida
Florida Licenses: BN7943, PX4712C, PBC-415.



711 N Orange Ave, Suite A
Winter Park, FL 32789
Phone: (321) 972-4989

Wekiva Project Number: 22-392
FL COA No: 31920

September 1, 2023

Ms. Laura Jones
City Planner, City of Williston
50 NW Main Street
Williston, FL 32696

Re: Existing Building Damage Evaluation
City of Williston, Florida

Ms. Jones:

Per your request, I have evaluated photographs provided by you showing the current condition of an existing building located approximately at the intersection of US Highway 27 and Main Street in the City of Williston. The structure has visible failed with the walls located at the east side of the structure collapsing along with a portion of the roof and second floor. The purpose of our evaluation is to determine if immediate concern exists as to the structural integrity of the structure which has remained intact.

The structure is two stories, and the walls are constructed with multiple wythes of unreinforced brick. The second floor and the roof are constructed with wood framing. All internal walls appear to be constructed of wood framing and several appear to be load bearing.

As noted previously, the failure is extensive (See Photograph #1), and it is our understanding that this failure occurred during the recent hurricane wind event caused by Hurricane Idalia. Given the extensive failure of the structure it is our conclusion that the structure is significantly compromised and must be demolished as soon as possible. Additional failure of the remaining walls, second floor and roof are considered likely since several of the critical structural elements are compromised. The compromised structural elements include both of the second floor and roof diaphragms along with the load bearing exterior and interior walls. Additional failure of the existing intact components could affect the adjacent structures and the area around the structure. It is recommended that the areas around the structure along with the adjacent buildings be cordoned off and access to them be eliminated until the structure is demolished.

If you have any questions or need further information, please call.

Sincerely,



THIS ITEM HAS BEEN DIGITALLY SIGNED
AND SEALED BY JOHN V. SOBCZAK, P.E.
ON SEPTEMBER 1, 2023.

PRINTED COPIES OF THIS DOCUMENT
ARE NOT CONSIDERED SIGNED AND
SEALED AND THE SIGNATURE ON THE
FIRST SHEET MUST BE VERIFIED ON ANY
ELECTRONIC COPIES.

John Sobczak, P.E.
Principal

Digitally signed
by John
Sobczak
Date:
2023.09.01
12:23:45 -04'00'

Appendix A - Photographs



Photograph #1: View of building failure showing collapsed walls, second floor and roof.

Date: September 5, 2023



Date: September 5, 2023



Date: September 5, 2023



Date: September 5, 2023



Date: September 5, 2023

