

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

DATE: TUESDAY, MARCH 5, 2024
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 Michael Cox
Councilmember Meredith Martin
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. Ariel M. Cardoso-Earick, 7th Grade
Williston Middle-High School. (pp 5-6)

ITEM – 3 – PROCLAMATION RECOGNIZING IRISH AMERICAN HERITAGE MONTH.
MAYOR CHARLES GOODMAN.

ITEM – 4 – PROCLAMATION RECOGNIZING WOMEN’S HISTORY MONTH. MAYOR
CHARLES GOODMAN.

ITEM – 5 – PUBLIC PARTICIPATION

ITEM – 4 – CONSENT AGENDA – (pp 7-9)

- Council minutes from February 20, 2024

ITEM – 6 – UPDATES

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD
- STAFF
- COUNCIL
- MAYOR

ITEM – 7 – NEW BUSINESS –

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- A. FLORIDA MUNICIPAL ASSOCIATION (FMEA) RESTORING COMMUNITIES AWARD. PUBLIC WORKS DIRECTOR JONATHAN BISHOP AND AMY ZUBALY, EXECUTIVE DIRECTOR (FMEA). (pp 10)
- B. RESOLUTION 2024-23: A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA, ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION AND PROVIDING FOR AN EFFECTIVE DATE. FIRE CHIEF LAMAR STEGALL. (pp 11-24)
- C. RESOLUTION 2024-29: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON TO APPROVE CONTRACT WORK IN ORDER TO MAKE REPAIRS TO A DAMAGED LIFT STATION, AND NOT TO EXCEED TWENTY-THOUSAND DOLLARS; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. (pp 25-29)
- D. RESOLUTION 2024-30: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON TO APPROVE ENGINEERING AND PERMITTING WORK IN ORDER TO MAKE UPGRADES TO LIFT STATION NUMBER FOUR, AND NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. (pp 30-33)
- E. RESOLUTION 2024-31: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON TO APPROVE BORING INSTALLATION AND PERMITTING WORK IN ORDER TO SUPPLY POWER TO NEW CITY OF WILLISTON MUNICIPAL AIRPORT FBO, AND NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS; AND PROVIDING AN EFFECTIVE DATE. PUBLIC WORKS SUPERVISOR DONALD BARBER. (pp 34-40)
- F. RESOLUTION 2024-32: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ELECTING TO AWARD THE HERBICIDE PROJECT AT THE WILLISTON MUNICIPAL AIRPORT (PART OF THE REFORESTATION PROJECT) TO MACLAREN FARMS, LLC DBA MACLAREN AGRIFORESTRY AND AUTHORIZING STAFF TO NEGOTIATE A FULL CONTRACT RELATED TO SAME; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH ACTIONS ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. AIRPORT MANAGER BENTON STEGALL. (pp 41-51)
- G. RESOLUTION 2024-33: 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 442505-1-94-24 REGARDING THE WILLISTON MUNICIPAL AIRPORT – DESIGN AND CONSTRUCTION OF NEW GENERAL AVIATION TERMINAL BUILDING AT WILLISTON MUNICIPAL AIRPORT – ADDING ADDITIONAL FUNDING; AUTHORIZING APPROPRIATE PARTIES TO SIGN

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

- ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AMENDMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. **AIRPORT MANAGER BENTON STEGALL.** (pp 52-62)
- H. RESOLUTION 2024-34: A RESOLUTION OF THE CITY COUNCIL FO THE CITY OF WILLISTON, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN THE CITY OF WILLISTON AND THE TOWN OF BRONSON; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE. **CITY PLANNER LAURA JONES.** (pp 63-68)
- I. DISCUSSION WITH POSSIBLE ACTION: CHANGING THE MARCH 19TH COUNCIL MEETING TIME TO 7:00 P.M. AT THE REQUEST OF THE SUPERVISOR OF ELECTIONS. **CITY CLERK LATRICIA WRIGHT.**

ITEM – 8 – PUBLIC PARTICIPATION

ITEM - 9 - ANNOUNCEMENTS

ITEM – 10 – ADJOURNMENT

NEXT SCHEDULED COUNCIL MEETING MARCH 19, 2024, AT 6:00 P.M.

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

<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.

CITY OF WILLISTON, FLORIDA
CITY 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: 03/05/2024

COUNCIL AGENDA ITEM

TOPIC: MAYORS STUDENT OF THE MONTH

REQUESTED BY: MAYOR GOODMAN

PREPARED BY: CITY CLERK LATRICIA WRIGHT

BACKGROUND / DESCRIPTION:

- 1. ARIEL M. CARDOSO-EARICK 7TH GRADE WILLISTON MIDDLE HIGH SCHOOL**

Williston Middle-High School:

Ariel Cardoso-Earick

Parent(s):

9th Grade

Sarah Cardoso- Earick

Walfre Cano Lopez

Nominated by: Scarlett McGowan who made the following comments:

Ariel is a great student not only due to grades but in her willingness to help others. She never complains about who she is working with and is always willing to teach others (not just give answers). Great student and person. – Ariel also has good grades. Keep up the good work Ariel!

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

DATE: TUESDAY, FEBRUARY 20, 2024
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL CHAMBER

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Charles Goodman
Council President Debra Jones
Vacant
Vice-President Michael Cox
Councilmember Zach Bullock - late
Councilmember Darfeness Hinds

OTHERS:

City Manager Terry Bovaird
Attorney Kiersten Ballou
City Clerk Latricia Wright

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Opening prayer and pledge led by Mayor Goodman.

ITEM – 1 - ADMINISTRATION OF OATH OF OFFICE TO MEREDITH MARTIN. CITY CLERK LATRICIA WRIGHT. – City Clerk Latricia Wright administered the Oath of Office to incoming Councilmember Meredith Martin.

***Councilmember Bullock arrived at 6:05 p.m. ***

ITEM – 2 – RECOGNIZING FRIENDS OF CORNELIUS WILLIAMS COMMUNITY PARK COMMITTEE AS “PIONEERS” OF THE COMMUNITY. MAYOR CHARLES GOODMAN. Mayor Goodman presented “Friends of Cornelius Williams Community Park Committee” a Certificate as “Pioneers of the Community”. The group also gave a short presentation about the committee.

ITEM – 3 – ADDITIONS, DELETIONS, CHANGES AND APPROVAL OF THE AGENDA Clerk asked for Item 7-D be moved to 7-A. Motion by Councilmember Bullock to accept agenda with changes. Seconded by Vice-President Cox. Motion carried 5-0.

ITEM – 4 – PUBLIC PARTICIPATION – Country Lane Estates residents Marthinus Barnardt and Jancie Fabok discussed their water bill with Council. Shawn Shuler talked with Council about the flooding at his home.

ITEM – 5 – CONSENT AGENDA – Motion to approve consent agenda by Vice-President Cox. Seconded by Councilmember Hinds. Motion carried 5-0.

- Council minutes from February 6, 2024

ITEM – 6 – UPDATES

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

A. STAFF AND BOARD AND COUNCIL UPDATES

- CITY MANAGER TERRY BOVAIRD- update on resident Mr. Monroe. Introduced new HR Director Brooke Willis. Meeting scheduled Safety Engineers with FDOT concerning Main Street and Noble intersection.
- STAFF – Utility Director Jonathen Bishop gave update on Golf Cart signs. Airport Manager Benton Stegall gave update on airport terminal grant for \$500,000.
- COUNCIL- None
- MAYOR - None

ITEM – 7 – NEW BUSINESS –

- A. RESOLUTION 2024-25: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, TO APPROVE 100% PAID GRANT FROM THE STATE FIRE MARSHALL’S OFFICE, FLORIDA FIREFIGHTER ASSISTANCE GRANT PROGRAM FOR \$47,500.00. THE GRANT IS FOR 5 EA. SCBA’S TANKS AND MASK. CHIEF LAMAR STEGALL. – Motion to approve Resolution 2024-25 by Councilmember Bullock. Seconded by Vice-President Cox. Motion carried 5-0.
- B. RESOLUTION 2024-26: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA; REAPPOINTING MR. MATTHEW BELLEFLEUR FOR A THREE-YEAR TERM BEGINNING FEBRUARY 1, 2024, AND ENDING FEBRUARY 1, 2027; AND REAPPOINTING MR. RICHARD MERANDO FOR A THREE-YEAR TERM BEGINNING MARCH 1, 2024 AND ENDING MARCH 1, 2027, TO THE PLANNING AND ZONING COMMISSION AND PROVIDING AN EFFECTIVE DATE. CITY PLANNER LAURA JONES. – Motion to approve Resolution 2024-26 by Vice-President Cox. Seconded by Vice-President Cox. Motion carried 5-0.
- C. RESOLUTION 2024-27: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, AUTHORIZING THE SALARY ADJUSTMENT OF THE CITY MANAGER. HR DIRECTOR BROOKE WILLIS. – Motion to approve Resolution 2024-27 by Vice-President Cox. Seconded by Councilmember Bullock. Motion carried 5-0.
- D. DISCUSSION WITH POSSIBLE ACTION: SPECIAL ELECTION FOR GROUP “C” AND GROUP “D” SEATS. COUNCIL PRESIDENT DEBRA JONES/ATTORNEY KIERSTEN BALLOU AND CITY CLERK LATRICIA WRIGHT. – Motion to approve changes in Election Ordinance to reflect change in “Special Elections, Dates Special Elections to be held and appointing someone to a vacant seat by Councilmember Hinds. Seconded by Vice-President Cox. Motion carried 4-1. Vice-President Cox, Councilmember Hinds, Councilmember Bullock and Councilmember Martin voted “Yah”. Council President Jones voted “Nay”.

CITY OF WILLISTON, FLORIDA
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ITEM – 8 – PUBLIC PARTICIPATION – None

ITEM – 9 – ANNOUNCEMENTS – Councilmember Bullock thank Parks and Street for fixing the road by the nursery.

ITEM – 10 – ADJOURNMENT – Motion by Councilmember Hinds to adjourn at 7:39.
Seconded by Vice-President Cox. Motion carried 5-0.

March 5th, 2024

CITY COUNCIL AGENDA ITEM

TOPIC: Florida Municipal Electric Association (FMEA) Restoring Communities Award

REQUESTED BY: JONATHAN BISHOP, PUBLIC WORKS DIRECTOR

PRESENTER: Amy Zubaly, Executive Director (FMEA)

BACKGROUND / DESCRIPTION:

FMEA's Restoring Communities Award recognizes Florida public power utilities that have either provided or received mutual aid following significant weather events or emergency situations to other utilities in need or provided exemplary service to their own community following significant emergency events.

LEGAL REVIEW: None

FISCAL IMPACTS: NO

RECOMMENDED ACTION: *Acceptance*

ATTACHMENTS: Award Plaque

ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**

Date: 3-5-2024

COUNCIL AGENDA ITEM

RESOLUTION 2024-23:

A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND: TO CREAT A REVENUE STREAM TO ASSIT WITH FIRE EMERGENCY SERVICES.

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

FISCAL IMPACTS: Estimate of \$35,000 initially, but the money will be paid back by funds from assessment.

LEGAL REVIEW: Yes, approved as to form and legal sufficiency.

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<u> </u> CONTRACT	<u> XX </u> RESOLUTION 2024-23	<u> </u> MAP
<u> </u> LEASE	<u> XX </u> OTHER DOCUMENTS	

COUNCIL ACTION:

 APPROVED

 DENIED

RESOLUTION NO. 2024-23

**A RESOLUTION OF THE CITY OF WILLISTON, FLORIDA
ELECTING TO USE THE UNIFORM METHOD OF
COLLECTING NON-AD VALOREM SPECIAL
ASSESSMENTS LEVIED WITHIN THE INCORPORATED
AREA OF THE CITY; STATING A NEED FOR SUCH LEVY;
PROVIDING FOR THE MAILING OF THIS RESOLUTION;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Williston, Florida (the “City”) is contemplating the imposition of special assessments for the provision of fire services; and

WHEREAS, the City intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing fire services to property within the incorporated area of the City as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2025, in the same manner as provided for ad valorem taxes; and

WHEREAS, the City held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED:

1. Commencing with the Fiscal Year beginning on October 1, 2025, and with the tax statement mailed for such Fiscal Year and continuing thereafter until discontinued by the City, the City intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing fire services. Such non-ad valorem assessments shall be levied within the incorporated area of the City. A legal description of such area subject to the assessment is attached hereto as Exhibit B and incorporated by reference.

2. The City hereby determines that the levy of the assessments is needed to fund the cost of fire services within the incorporated area of the City.

3. Upon adoption, the City Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Levy County Tax Collector, and the Levy County Property Appraiser by January 10, 2025.

4. This Resolution shall be effective upon adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

DULY ADOPTED this 5th day of March, 2024.

CITY OF WILLISTON, FLORIDA

CITY COUNCIL PRESIDENT

(SEAL)

Attest:

Clerk

EXHIBIT A

PROOF OF PUBLICATION

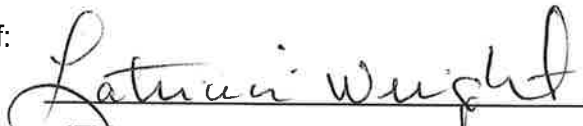
NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS

The City of Williston, Florida (the "City") hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, of its intent to use the uniform method of collecting non-ad valorem special assessments to be levied within the incorporated area of the City, for the cost of providing fire services commencing for the Fiscal Year beginning on October 1, 2024 and continuing until discontinued by the City. The City will consider the adoption of a resolution electing to use the uniform method of collecting such assessments authorized by section 197.3632, Florida Statutes, at a public hearing to be held at 6:00 p.m. on March 5, 2024 at the Council Chambers, 50 N.W. Main Street, Williston, Florida. Such resolution will state the need for the levy and will contain a legal description of the boundaries of the real property subject to the levy. Copies of the proposed form of resolution, which contains the legal description of the real property subject to the levy, are on file at the Clerk's Office, 50 N.W. Main Street, Williston, Florida. All interested persons are invited to attend.

In the event any person decides to appeal any decision by the City with respect to any matter relating to the consideration of the resolution at the above-referenced public hearing, a record of the proceeding may be needed and in such an event, such person may need to ensure that a verbatim record of the public hearing is made, which record includes the testimony and evidence on which the appeal is to be based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk at (352) 528-3060 at least 24 hours prior to the date of the hearing.

DATED this 6th day of February 2024.

By Order of:


CITY OF WILLISTON, FLORIDA

Publish in a newspaper of general circulation during the weeks of:

February 3-9, 2024

February 10-16, 2024

February 17-23, 2024

February 29, 2024

EXHIBIT B

LEGAL DESCRIPTION

SEE ATTACHED

APPENDIX "A." - [CORPORATE BOUNDARIES]

A parcel of land lying in Section 36, Township 12 South, Range 18 East; AND Sections 31 & 32, Township 12 South, Range 19 East; AND Section 1, Township 13 South, Range 18 East; AND Sections 5 & 6, Township 13 South, Range 19 East, Levy County, Florida, being more particularly described as follows:

Begin at the Northwest corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 36, Township 12 South, Range 18 East, and run thence Easterly, a distance of 728.97 feet to the Southwest corner of Annex Heights, as recorded in plat book 6, page 72, of the public records of Levy County, Florida; thence Northerly, a distance of 463.61 feet to the Northwest corner of said Annex Heights; thence easterly a distance of 660.00 feet to the East line of said Section 36 and the centerline of N.W. 7th Street; thence Southerly, along said East line of Section 36, a distance of 463.61 feet to the Northeast corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36; thence run Easterly, along the South line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said section 31, a distance of 1,020.00 feet to the West line of Lot 7 of Mixon's Plat, as recorded in plat book 1 pages 5 & 6, said public records; thence Northerly, a distance of 825.86 feet to the Northwest corner of Northgate, as recorded in plat book 7, page 16, said public records; thence Northeasterly, along the Northerly line of said Northgate, a distance of 325.61 feet; thence Southerly, along said Northerly line, a distance of 12.38 feet; thence Easterly, along said Northerly line, a distance of 210.00 feet; thence Northwesterly, along said Northerly line, a distance of 36.98 feet; thence Easterly, along said Northerly line, a distance of 187.98 feet to the Westerly right-of-way line of U.S. Highway No. 41 (a.k.a. State Road No. 45); thence Southeasterly, along said Westerly right-of-way line, a distance of 1,110 feet to the South line of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 31; thence Easterly, along the said South line and along the South line of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 31, a distance of 1,630 feet to the Southwest corner of Northwood Estates as recorded in plat book 7 page 15, said public records; thence Northerly, a distance of 1,262.44 feet to the Northwest corner of said Northwood Estates and the South right-of-way line of County Road No. 318a (a.k.a. N.E. 11th Avenue and a.k.a. Mixon Road and a.k.a. N.E. 50th Street); thence Easterly, along said South right-of-way line, a distance of 1,899.00 feet to the beginning of a curve, concave Southwesterly, having a radius of 35.00 feet and a central angle of $123^{\circ}26'42''$; thence Southeasterly, along said curve, an arc distance of 75.41 feet to the end of said curve and the Westerly right-of-way line of State Road No. 121 (a.k.a. N.E. 6th Boulevard); thence Southwesterly, along said Westerly right-of-way line, a distance of 1430.00 feet to the South line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 31; thence Easterly, along said South line a distance of 115 feet to the Easterly right-of-way line of said State Road No. 121; thence Northeasterly, along said Easterly right-of-way line, a distance of 1,165 feet; thence Southeasterly, a distance of 417.42 feet; thence Southwesterly, a distance of 626.13 feet; thence Westerly, a distance of 237.85 feet; thence Southerly, a distance of 235.00 feet to the said South

line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 31; thence Easterly, along said South line and the South line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said section 32, a distance of 1,665 feet to the Southeast corner of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of section 32; thence Southerly, along the East line of the Southwest $\frac{1}{4}$ of said Northwest $\frac{1}{4}$ of Section 32, and along the East line of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 32, a distance of 2,040 feet to the Northwest corner of Cherry Point Unit 2, as recorded in plat book 7, page 20, said public records; thence Easterly, a distance of 1,290.00 feet to the Northeast corner of said Cherry Point Unit 2 and the West right-of-way line of County Road No. 331a (a.k.a. N.E. 205th Avenue); thence Southerly, along said West right-of-way line, a distance of 605.37 to the North line of the Southeast $\frac{1}{4}$ of said Southwest $\frac{1}{4}$ of Section 32; thence Easterly along said North line, a distance of 35.67 feet to the Northeast corner of the said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 32; thence Southerly, along the East line of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 32 and along the East line of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of said Section 5, a distance of 4,009 feet to the Southeast corner of said Northwest $\frac{1}{4}$ of Section 5; thence Westerly, a distance of 1,326.81 feet to the Southwest corner of said East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$; thence Southerly, a distance of 2,696 feet to the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 5 and the centerline of County Road No. 316 (a.k.a. N.E. 30th Street and a.k.a. S.E. 12th Avenue); thence Westerly, a distance of 1,320 feet to the Southwest corner of said Section 5; thence Northerly, along the centerline of County Road No. 323 (a.k.a. S.E. 8th Street) a distance of 1,320 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 6; thence Westerly, along the South line of said Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 6, a distance of 1,295 feet to the East right-of-way line of S.E. 4th Street; thence Southerly, along said East right-of-way line, a distance of 1304.3 feet to the North right-of-way line of County Road No. 316 (a.k.a. N.E. 30th Street); thence Westerly, along said North right-of-way line, a distance of 1,820.20 feet to the Easterly right-of-way line of the Abandoned S.C.L. Railroad; thence Northeasterly, along said Easterly right-of-way line, a distance of 1,300 feet to the North line of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 6; thence Westerly, along said North line, a distance of 160 feet to the Westerly right-of-way line of said Abandoned S.C.L. Railroad; thence Southwesterly, along said Westerly right-of-way line, a distance of 1345 feet to the South line of said Section 6 and the said centerline of County Road No. 316; thence Westerly, along said South line, a distance of 650 feet to the Southwest corner of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 6; thence Northerly, along the West line of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, a distance of 760 feet to the Southeast corner of Lot 7, Block "A", Eleston's Addition to Williston, as recorded in plat book 3 page 5, said public records; thence Westerly, a distance of 210.00 feet to the Southwest corner of said Lot 7; thence Northerly, a distance of 241.67 feet to the Northwest corner of the South $\frac{1}{2}$ of Lot 3, said Block "A"; thence Easterly, a distance of 210.00 feet to the Northeast corner of said South $\frac{1}{2}$ and the said West line of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 6; thence

Northerly, a distance of 316.42 feet to the Northwest corner of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 6; thence Westerly, a distance of 1,320 feet to the Northwest corner of the Southwest $\frac{1}{4}$ of said Southwest $\frac{1}{4}$ of Section 6; thence Westerly, a distance of 1,329.52 feet to the Southwest corner of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 1; thence Northerly, along the West line of the East $\frac{1}{4}$ of said Section 1, a distance of 4,042 feet to the Northwest corner of said East $\frac{1}{4}$; thence Northerly, along the West line of the East $\frac{1}{4}$ of said Section 36, a distance of 4,090 feet to the said Point-of-Beginning.

TOGETHER WITH:

A parcel of land lying in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 12 South, Range 19 East, Levy County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Section 31 and run Southerly along the West line of said Section 31, a distance of 490.27 feet; thence Easterly, a distance of 33.00 feet to the Point-of-Beginning of the herein described parcel; thence continue Easterly, a distance of 107.40 feet; thence Southeasterly, a distance of 225.88 feet; thence Southwesterly, a distance of 10.00 feet; thence Southeasterly, a distance of 608.73 feet; thence Southwesterly, a distance of 114.48 feet; thence Northwesterly, a distance of 16.86 feet; thence Westerly, a distance 263.41 feet to the East right-of-way line of N.W. 7th Street; thence Northerly, along said East right-of-way line, a distance of 811.43 feet to the said Point-of-Beginning.

TOGETHER WITH:

A parcel of land lying in Sections 6, 7 & 18, Township 13 South, Range 19 East; AND Sections 11, 12, 13, 14, 15 & 24, Township 13 South, Range 18 East, Levy County, Florida.

Begin at the Southeast corner of said Section 15 and run thence Northerly, a distance of 1326.70 feet to the Northeast corner of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 15; thence Westerly, a distance of 1,326.07 feet to the Northwest corner of said Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence Northerly, a distance of 665.90 feet; thence Easterly, a distance of 1,325.52 feet to the East line of said Section 15; thence Northerly, a distance of 3,314.18 feet to the Northwest corner of said Section 14; thence Easterly, a distance of 2,640.00 feet to the Southwest corner of the Southeast $\frac{1}{4}$ of said Section 11; thence Northerly, a distance of 2,640 feet to the Northwest corner of the said Southeast $\frac{1}{4}$ of Section 11; thence Easterly, a distance of 2,640 feet to the Northeast corner of said Southeast $\frac{1}{4}$ of Section 11; thence continue Easterly, a distance of 2,640 feet to the Southwest corner of the Northeast $\frac{1}{4}$ of said Section 12; thence Northerly, a distance of 1,320 feet to the Northwest corner of the Southwest $\frac{1}{4}$ of the said Northeast $\frac{1}{4}$ of Section 12; thence Easterly, along the North line of the South $\frac{1}{2}$ of the said Northeast $\frac{1}{4}$ of Section 12, a distance of 1,980 feet; thence Northerly, a distance of 262.50 feet; thence Easterly, a distance of 400.00 feet;

thence Northerly, a distance of 1,007.5 feet to the South right-of-way line of State Road No. 121; thence Easterly, along said South right-of-way line and it's Easterly extension thereof, a distance of 260.00 feet to the East line of said Section 12; thence Easterly, a distance of 50.00 feet to the East right-of-way line of U.S. Highway No. 41 (a.k.a. State Road No. 45 and a.k.a. N.E. 190th Avenue and a.k.a. S.W. 7th Street), a distance of 225.00 feet to the Northwest corner of Lot 19, Block "F", Eleston's Addition to Williston, as recorded in plat book 3, page 5, public records of Levy County, Florida; thence, Easterly, a distance of 219.26 feet to the Northeast corner of Lot 17, said Block "F"; thence Southerly, along the East line of said Lot 17 and it's Southerly extension thereof, a distance of 225.00 feet to the South right-of-way line of County Road No. 316 (a.k.a. N.E. 30th Street and a.k.a. S.W. 12th Avenue); thence Easterly, along said South right-of-way line a distance of 600 feet; thence Northerly, along said South right-of-way line, a distance of 24.61 feet; thence Easterly, along said South right-of-way line, a distance of 1,205 feet to the Westerly right-of-way line of the Abandoned S.C.L. Railroad; thence Southeasterly, along said Westerly right-of-way line, a distance of 2,665 feet; thence Westerly, a distance of 2,505 feet to the said East right-of-way line of said U.S. Highway No. 41; thence Southerly, along said East right-of-way line 2,671 feet to the South line of said Section 7; thence continue Southerly along said East right-of-way line a distance of 5,280 feet to the South line of said Section 18; thence Westerly, a distance of 1,370 feet to the Northwest corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24; thence Southerly, along the West line of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, a distance of 1,200.00 feet; thence Westerly, a distance of 3,690 feet to the West line of said Section 24; thence Northerly, along said West line a distance of 1,200.00 feet to the Northwest corner of said Section 24; thence Westerly, a distance of 5,280 feet to the said Southwest corner of Section 14 and the said Point-of-Beginning.

(Ord. No. 483, 6-8-2004)

[The real property herein described in hereby annexed to and made part of the City of Williston, Florida:]

1. All of State Road No. 121 (a.k.a. N.E. 6th Boulevard) lying in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 31, Township 12 South, Range 19 East, Levy County, Florida; Lying between the South line of said Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the Northwesterly extension of the Northerly boundary of the annexation within Ordinance No. 314.
2. All of U.S. Highway No. 41 (a.k.a. U.S. Highway 27) lying in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 12 South, Range 19 East, Levy County, Florida; Lying between the South line of said Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Easterly extension of the North boundary of the annexation within Ordinance No. 277.
- 3.

All of County Road No. 318A (a.k.a. Mixson Road and/or Mixon Road and a.k.a. N.E. 11th Avenue) lying in the Northeast $\frac{1}{4}$ of Section 31, Township 12 South, Range 19 East AND lying in the Southeast $\frac{1}{4}$ of Section 30, Township 12 South, Range 19 East, Levy County, Florida; Lying between the Westerly right-of-way line of State Road No. 121 and the Northerly extension of the West boundary of the annexation within Ordinance No. 267.

4. That part of N.W. 7th Street lying in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 12 South, Range 19 East, Levy County, Florida; Lying between the South line of said Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Westerly extension of the North boundary of the annexation within Ordinance No. 305.

AND:

That part of N.W. 7th Street lying in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 36, Township 12 South, Range 18 East, Levy County, Florida; Lying between the North boundary of the annexation within Ordinance No. 260 and the Westerly extension of the North boundary of the annexation within Ordinance No. 305.

5. All of County Road No. 316 (a.k.a. N.E. 30th Street and a.k.a. S.W. 12th Avenue) lying in Sections 6 and 7, Township 13 South, Range 19 East, Levy County, Florida; Lying between the East boundary of the annexation within Ordinance No. 396 and the Southerly extension of the West boundary of the annexation within Ordinance No. 289.

AND:

That part of County Road No. 316 (a.k.a. N.E. 30th Street and a.k.a. S.W. 12th Avenue) lying in Section 7, Township 13 South, Range 19 East, Levy County, Florida; Lying immediately South of the annexation within Ordinance No. 289.

AND:

All of County Road No. 316 (a.k.a. N.E. 30th Street and a.k.a. S.W. 12th Avenue) lying in Sections 6 and 7, Township 13 South, Range 19 East, Levy County, Florida; Lying between the Southerly extension of the East boundary of the annexation within Ordinance No. 289 and the Southerly extension of the East boundary of the annexation within Ordinance No. 326.

AND:

That part of County Road No. 316 (a.k.a. N.E. 30th Street and a.k.a. S.W. 12th Avenue) lying in Sections 7 and 8, Township 13 South, Range 19 East, Levy County, Florida; Lying between the immediately South of the annexation within Ordinance No. 275.

6.

All of the abandoned Railroad right-of-way AND South Main Street lying in the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 6, Township 13 South, Range 19 East, Levy County, Florida; Lying between the North line of said Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the North right-of-way line of County Road No. 316 (a.k.a. N.E. 30th Street and a.k.a. S.W. 12th Avenue).

7. All of County Road No. 331A (a.k.a. N.E. 205th Avenue and a.k.a. N.E. 13th Street) lying in the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 32, Township 12 South, Range 19 East, Levy County, Florida;

AND:

All of County Road No. 331A (a.k.a. N.E. 205th Avenue and a.k.a. N.E. 13th Street) lying in the South $\frac{1}{2}$ of Section 32, Township 12 South, Range 19 East, Levy County, Florida; Lying immediately East of the annexation within Ordinance Nos. 274 & 353.

8. All of County Road No. 323 (a.k.a. S.E. 8th Street) lying in the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ Section 6, Township 13 South, Range 19 East, Levy County, Florida; Lying immediately West of the annexation within Ordinance No. 275.
9. The Water Retention Area of Camellia Plantation, according to the plat thereof, as recorded in plat book 9, pages 62 thru 65 of the public records of Levy County, Florida; Lying in the Northeast $\frac{1}{4}$ of Section 1, Township 13 South, Range 18 East, Levy County, Florida.
10. All of County Road No. 553 (a.k.a. N.E. 35th Street and a.k.a. Orange Hill Cemetery Road and a.k.a. S.W. 6th Avenue) lying in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ Section 1, Township 13 South, Range 18 East, Levy County, Florida.

(Ord. No. 512, § 1(Exh. A), 4-19-2005)

TOGETHER WITH:

All that part of Lot 3 of Mixon's plat lying Westerly of LCR 568 (NE 200 Terrace) and Northwesterly of State Road 121, lying in section 29, Township 12 South, Range 19 East, Levy County, Florida; Together with adjacent right-of-ways for NE 200th Terrace, CSX Railroad and SR 121.

(Ord. No. 518, § 1, 8-4-2005)

TOGETHER WITH:

The West $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 30, Township 12 South, Range 19 East, Levy County, Florida, less parcels previously sold; and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said section, less the East 400 feet thereof; all less and except road right-of-way.

(Ord. No. 536, § 1, 3-7-2006)

TOGETHER WITH:

PARCEL 1 (Gonzalez):

That part of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 29, Township 12 South, Range 19 East, Levy County, Florida, lying Northwesterly of State road 331 (a/k/a State Road 121) and Northeasterly of the Seaboard Coast Line Railroad right-of-way.

AND

A parcel of land in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 30, Township 12 South, Range 19 East, lying Northeasterly of the Seaboard Coast Line Railroad right-of-way, more particularly described as follows:

Commence at the NE corner of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 30, Township 12 South, Range 19 East, and run thence South along the Section line, 504.08 feet to a point in the Northeasterly line of the Seaboard Coast Line Railroad right-of-way to establish a point of beginning; thence run North along the Section line, 223.44 feet; thence run Westerly to a point in the Northeasterly line of the Seaboard Coast Line Railroad right-of-way that is 231.18 feet Northwesterly of the point of beginning; thence run Southeasterly along said right-of-way line 231.18 feet to the point of beginning, all lying in Levy County, Florida;

PARCEL 2 (Rutland):

That portion of Lot 3, MIXSONS PLAT, according to the plat thereof recorded at Plat Book 1, pages 5 & 6, public records of Levy County, Florida, which lies northwesterly of State Road 121 and northeasterly of Seaboard Coast Line Railroad right-of-way.

Together with the adjacent road right-of-way for SR 121 for both parcels.

(Ord. No. 550, § 1, 10-23-2006)

TOGETHER WITH:

A part of lands described in O.R. Book 961, Page 848 of the Public Records of Levy County, Florida; lying in the SE $\frac{1}{4}$ of Section 1, Township 13 South, Range 18 East, Levy County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the NW $\frac{1}{4}$ of said SE $\frac{1}{4}$ and run thence S 00°18'36" E, along the East line of said NW $\frac{1}{4}$ of SE $\frac{1}{4}$, a distance of 3.91 feet to the South right-of-way line of SW 6th Avenue (a/k/a Orange Hill Cemetery Road and a/k/a Cemetery Road and a/k/a NE 35th Street and a/k/a County Road No. 553); thence N 89°03'11" W, along said South right-of-way line, a distance of 479.42 feet to the Northwest corner of lands described in O.R. Book 454, Page 475, said public records and the Point of Beginning of the herein described parcel; thence continue N 89°03'11" W, along ~~22~~ said South right-of-way line, a distance of 851.85 feet to

the West line of said NW ¼ of the SE ¼; said point lying S 00°25'34" E, a distance of 12.16 feet from the Northwest corner of said SE ¼; thence S 00°25'34" E, along said West line, a distance of 999.28 feet to the Northwest corner of the S ¼ of said NW ¼ of the SE ¼ and the Northwest corner of lands described in O.R. Book 660, Page 333, said public records; thence S 88°54'46" E, along the North line of said S ¼ and along the North line of said O.R. Book 660, Page 333, a distance of 798.84 feet to the Southwest corner of lands described in O.R. Book 1009, Page 755, said public records; thence N 01°03'58" E, a distance of 441.37 feet to the Northwest corner of said O.R. Book 1009, Page 755 and the Southwest corner of said O.R. Book 454, Page 475; thence N 03°49'34" E, a distance of 560.29 feet to the said Northwest corner of O.R. Book 454, Page 475 and the said Point of Beginning.

(Ord. No. 568, 9-4-2007)

TOGETHER WITH:

06-13-19 0005.01 acres SE ¼ of SE ¼ lying west of railroad less N 897 ft or Book 1401 Page 431 and - Less or Book 1379 PG 773 - Less Rd R/W.

(Ord. No. 666, 7-24-2018)

Appendix B

FORM OF PUBLISHED NOTICE

PUBLISHED IN THE LEVY CITIZENS ON THE FOLLOWING DATES:

1. FEBRUARY 8, 2024
2. FEBRUARY 15, 2024
3. FEBRUARY 22, 2024
4. FEBRUARY 29, 2024

March 5th, 2024

CITY COUNCIL AGENDA ITEM

RESOLUTION 2024-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON TO APPROVE CONTRACT WORK IN ORDER TO MAKE REPAIRS TO A DAMAGED LIFT STATION, AND NOT TO EXCEED TWENTY-THOUSAND DOLLARS; AND PROVIDING AN EFFECTIVE DATE.

TOPIC: Approving contact work with Coastal Pump and Supply to fix damaged lift station.

REQUESTED BY: DONALD BARBER

BACKGROUND / DESCRIPTION:

In order to maintain a safe and functioning system, the staff is requesting the council to approve authorization for contact work with Coastal pumps and Supply. This is to provide necessary repairs and installation of a pump to Russell lift station. Russell is one of our master lift stations and requires this work to be done in order to maintain functionality.

LEGAL REVIEW: None

FISCAL IMPACTS: YES, up to \$20K

RECOMMENDED ACTION: *Approval*

ATTACHMENTS: Exhibit A, B, and C

ACTION:

_____ APPROVED

_____ DISAPPROVED

RESOLUTION 2024-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON TO APPROVE CONTRACT WORK IN ORDER TO MAKE REPAIRS TO A DAMAGED LIFT STATION, AND NOT TO EXCEED TWENTY-THOUSAND DOLLARS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Williston has an obligation to provide safe and effective utility services; and

WHEREAS, The City has determined that it is necessary to use funds to provide repairs to a damaged lift station; and

WHEREAS, the purchasing price is \$16,844 and is not to exceed \$20,000;

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

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

SECTION 2. The City Council hereby authorizes the funds for purchase of needed repairs for continued operations.

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

PASSED AND ADOPTED at a meeting of the City Council on this 5th day of March 2024.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

AS TO FORM AND LEGALITY:
City Attorney Kiersten Ballou

EXHIBIT A

Coastal Pump & Equipment, Inc.
3747 W Lake Hamilton Dr.
Winter Haven, FL 33881 US
+1 7275156129
accounting@cpequip.net
www.cpequip.net

Estimate

ADDRESS
City of Williston
50 NW Main Street
Williston, Florida 32696

SHIP TO
City of Williston
50 NW Main Street
Williston, Florida 32696

ESTIMATE # DATE
1858 11/13/2023

SALES REP
DAA

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Service Call - Man 1	Service Call to assess malfunctioning above ground pump assembly.	1	0.00	0.00
		found pump check valve assembly worn due to age of the casing. suggests replacing complete valve assembly			
	Service Call - Man 1	Service call to install new replacement pump, startup and testing to ensure proper operation.	1	16,659.00	16,659.00
		Pricing includes parts and labor listed below.			
	Misc. Parts	40MP-THD Replacement pump Self Priming 4" Threaded	1	0.00	0.00
	Freight	New Pump Shipping	1	225.00	225.00
		TOTAL			\$16,884.00

Accepted By

Accepted Date

EXHIBIT B

Estimate

RMP ENVIRONMENTAL LLC.
932 E Osceola Pkwy
Kissimmee, FL 34774
407-948-6232

ADDRESS

City of Williston
TBD

SHIP TO

City of Williston
TBD

ESTIMATE #

21568

DATE

02-26-2024

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Service Technician	Service Technician to remove existing above ground pump and Install replacement above ground pump. Pricing Included new 40MP Self Priming Pump	1	18,682.50	18,682.50
	Pump	40MP Self Priming Pump	1	0.00	0.00
	Freight	ESTIMATED inbound Freight	1	350.00	350.00

Total : \$ 19,032.50

EXHIBIT C

Estimate



HCP Pumps of America

HCP Pumps
1723 Industrial Pkwy
Foley, AL 36535

Order #	Date
19229	02/26/2024



Bill To:
City of Williston 50 NW Main Street Williston, FL 32696

Ship To:
Cash Sales None

Customer: Cash Sales

Contact: Cash Sales

Sales Rep	Payment Terms	FOB Point	Carrier	Ship Service	Date Scheduled
jakefant	NET 30	Origin	Will Call		02/25/2024

Item					Qty	
#	Type	Number	Description	Unit Price	Ordered	Total Price
1	Sale	Service Call	Service Call - new replacement pump, startup and testing to ensure proper operation. Includes: 40MP-THD Replacement pump Self Priming 4" Threaded	\$17,100.00	1 ea	\$ 17,100.00
2	Sale	Freight	Estimated Freight Charges	\$250.00	1 ea	\$ 250.00

Subtotal:	\$17,350.00
Sales Tax:	\$0.00
Total:	\$17,350.00

Approval: _____ Date: _____
quotes are good for 30 days

February 26, 2024 7:35:08 AM MST

Page 1 of 1

March 5th, 2024

CITY COUNCIL AGENDA ITEM

RESOLUTION 2024-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR THE CITY OF WILLISTON TO APPROVE ENGINEERING AND PERMITTING WORK IN ORDER TO MAKE UPGRADES TO LIFT STATION NUMBER FOUR, AND NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS; AND PROVIDING AN EFFECTIVE DATE.

TOPIC: Approving engineering services through FMPA membership for engineering services for 3 phase power to be designed for the CDBG Lift Station #4 upgrades.

REQUESTED BY: DONALD BARBER

BACKGROUND / DESCRIPTION:

Lift Station #4 is being rebuilt for it to have the upgrades to current standards. All lift stations require three-phase power. This proposal provides for all railroad permits, and design need to make the improvements. This is to complete a CDBG project that otherwise has been fully funded. This three-phase power will have other uses and benefits to the surrounding neighborhood.

LEGAL REVIEW: None

FISCAL IMPACTS: YES, up to but not exceed \$45K

RECOMMENDED ACTION: *Approval*

ATTACHMENTS: Patterson/Dewar Quote / Attachment A

ACTION:

☐ **APPROVED**

☐ **DISAPPROVED**

RESOLUTION 2024-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON TO APPROVE ENGINEERING AND PERMITTING WORK IN ORDER TO MAKE UPGRADE TO LIFT STATION NUMBER FOUR, AND NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Williston has an obligation to provide safe and effective utility services; and

WHEREAS, The City of Williston has obtained A Community Development Block Grant (CBDG) to rebuild lift station four; and

WHEREAS, the purchasing price is \$38,000 and is not to exceed \$45,000;

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

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

SECTION 2. The City Council hereby authorizes the funds for the purchase of needed engineering and design for upgraded operations.

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

PASSED AND ADOPTED at a meeting of the City Council this 5th day of March 2024.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

AS TO FORM AND LEGALITY:
City Attorney Kiersten Ballou

ATTACHMENT A

REQUEST FOR SERVICES DISTRIBUTION MODIFICATION FOR LIFT STATION

Pursuant to the terms and conditions of the Master Services Agreement executed and made effective as of the 7th day of November 2017, by and between Florida Municipal Power Agency ("FMPA") and Patterson & Dewar Engineers, Inc. ("Consultant"), FMPA hereby requests Consultant to perform the following Services:

- A. Project Understanding: For the City of Williston, FL, ("the City") Consultant understands the following:
- This year, the City will be upgrading a lift station necessitating an extension of overhead three-phase power to the station. The proposed route will include a railroad (RR) crossing, either underground or overhead. The City has requested Consultant assist with the upgrade. Consultant's services will include design of the modifications and assistance with the permitting for the RR crossing. Estimated length of the proposed route is 2300 feet.
- B. Project Scope of Services: For this distribution assistance project, Consultant will perform the following work ("Services"):
- Task 1: Preliminary and Final Design
 - Conduct kickoff teleconference meeting to discuss design standards and preferences, define the communication lines and processes for submittals, introduce Consultant's project team, and establish an integrated team with the City and FMPA to execute the project
 - Perform inventory of the affected areas
 - Prepare options for the route and crossing
 - Discuss options with Williston
 - Prepare proposed layout and modification plans for review
 - Coordinate the location of electric facilities with other foreign utilities
 - Attend a preliminary review meeting/teleconference
 - Identify any easements or permits required and assist in obtaining
 - Develop overhead CSX permit for City to submit
 - Develop detailed staking sheets for the modifications
 - Develop detailed Bill of Material
 - Field stake modifications, if necessary
 - Develop issued-for-construction drawings
- C. Scope Assumptions
- Consultant has made the following assumptions in developing the fee and scope of services for this project:
- The City will:
 - Provide contacts for foreign utility companies and location of other utilities in the easement areas.
 - Provide detailed catalog information of preferred major material
 - Contact easement property owners if required; P&D will provide technical information

D. Deliverables

- o Material and labor procurement
- o Staking sheets of approved modifications
- o Detailed BOM of material needed

E. Additional Services

If requested, Consultant can provide additional services to support this project, such as:

- o Construction contract preparation
- o Construction monitoring

F. Project Schedule: Consultant is prepared to begin work within four weeks.

G. Additional FMPA Responsibilities: None

H. Project Compensation: The total charges for Services under this Agreement are estimated not to exceed Thirty-Eight Thousand Dollars (\$38,000). Consultant shall not be required to furnish additional services or incur additional expenses without written authorization and additional funding from FMPA.

I. Project Specific Insurance Requirements (if any): None

J. Is this a Major Project? No

K. Indemnification: To the fullest extent permitted by law, Consultant, its heirs, successors and assigns shall indemnify and hold harmless the City, its successors and assigns, and its employees, against any and all claims, suits or actions at law, including the bodily injury or death of Consultant during the performance of the Services regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by the City arising from the negligence, gross negligence or willful misconduct of Consultant while performing work under this agreement. The liability of Consultant is full and complete in all respects and subcontracting any part of the Work shall not relieve it of primary liability.

This Request for Services and the above-referenced Master Services Agreement constitute the complete understanding of the Parties with respect to the Services specified herein. Terms and conditions contained in purchase orders, work orders, or other documents issued by either Party with respect to the Services shall be of no force and effect.

IN WITNESS WHEREOF, the Parties have executed this Request for Services effective as of the _____ day of _____, 2024.

FLORIDA MUNICIPAL POWER AGENCY

Signed _____

Name _____

Title _____

PATTERSON & DEWAR ENGINEERS, INC.

Signed P. Anthony Hanson

Name P. Anthony Hanson, PE

Title Principal Engineer

March 5th, 2024

CITY COUNCIL AGENDA ITEM

RESOLUTION 2024-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON TO APPROVE BORING INSTALLATION AND PERMITTING WORK IN ORDER TO SUPPLY POWER TO NEW CITY OF WILLISTON MUNICIPAL AIRPORT FBO, AND NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS; AND PROVIDING AN EFFECTIVE DATE.

TOPIC: Approving boring and installation for the Williston Municipal Airport FBO power.

REQUESTED BY: DONALD BARBER

BACKGROUND / DESCRIPTION:

This is so the City can provide three-phase power to its own installations and buildings. This is not a task the city staff is equipped to do. We have three quotes available for review. There is approximately 300 feet needing boring and installation. Or best estimation is around \$18,000 but not to exceed \$25,000.

LEGAL REVIEW: None

FISCAL IMPACTS: YES, up to but not exceed \$25k.

RECOMMENDED ACTION: *Approval*

ATTACHMENTS: Exhibit A, B, and C

ACTION:

_____ APPROVED

_____ DISAPPROVED

RESOLUTION 2024-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ESTABLISHING AUTHORIZATION FOR CITY OF WILLISTON TO APPROVE BORING INSTALLATION AND PERMITTING WORK IN ORDER TO SUPPLY POWER TO NEW CITY OF WILLISTON MUNICIPAL AIRPORT FBO, AND NOT TO EXCEED TWENTY-FIVE THOUSAND DOLLARS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Williston has an obligation to provide safe and effective utility services; and

WHEREAS, The City has determined that it is necessary to use funds to provide installation and boring to the Williston Municipal Airport FBO; and

WHEREAS, the purchasing price is \$ 18,000 and is not to exceed \$25,000;

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

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

SECTION 2. The City Council hereby authorizes the funds for purchase of needed boring and installation for power operations to the Williston Municipal Airport FBO.

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

PASSED AND ADOPTED at a meeting of the City Council this 5th day of March 2024.

CITY OF WILLISTON, FLORIDA

Debra Jones, President
Williston City Council

ATTEST: Latricia Wright
City Clerk

AS TO FORM AND LEGALITY:
City Attorney Kiersten Ballou

**J.W.J. INC.
2300 S. W. 3RD AVE.
OCALA, FL 34471
(352) 732-0550
(352) 732-2779 - FAX**

PROPOSAL AND CONTRACT

DATE: JANUARY 17th, 2024

JOB LOCATION: WILLISTON AIRPORT

**CITY OF WILLISTON
50 NW MAIN ST
WILLISTON, FL 32696**

ATTN: DON BARBER

**We propose to furnish labor, materials and tools/equipment for the items described below
for the total sum of \$ SEE BELOW PER FT PRICING.*****

DIG & PLACE APPROX 1,000' OF 3 X 3" SDR11 GRAY AND 1 X 3" SDR11 ORANGE @ \$60.00 PER FT***

DIRECTIONAL BORE APPROX 500' OF 3 X 3" SDR11 GRAY AND 1 X 3" SDR11 ORANGE @ \$90.00 PER FT***

CITY OF WILLISTON TO PROVIDE 3" ORANGE SDR11

JWJ INC TO PROVIDE 3" GRAY SDR11

*****FINAL INVOICE WILL BE ON ACTUAL VERIFIED FOOTAGE DIRETIONAL BORE AND DIG & PLACED 3" CONDUITS**

PROPOSAL EXPIRES IN 60 DAYS

J.W.J. INC,

ACCEPTED

Dean Yarbrough
**DEAN YARBROUGH
(352) 266-6850
jwterry@aol.com**

*****PROPOSAL/CONTRACT MUST BE SIGNED AND RETURNED BEFORE MATERIALS WILL
BE ORDERED OR BEFORE WORK CAN BEGIN.**

EXHIBIT B**2024 BELLMORE ENTERPRISES PRICING**

BORE/INSTALL - DESCRIPTION	UNIT OF MEASURE	UNIT COST WITH BELLMORE SUPPLYING HDPE CONDUIT	UNIT COST WITH CUSTOMER SUPPLYING HDPE CONDUIT
Two (2) inch conduit - Standard Soil	L/F	\$17.50	\$15.50
Two (2) inch conduit - Rock	L/F	\$22.50	\$20.50
Four (4) inch conduit - Standard Soil	L/F	\$27.50	\$22.00
Four (4) inch conduit - Rock	L/F	\$34.00	\$28.50
Six (6) inch conduit - Standard Soil	L/F	\$39.00	\$29.00
Six (6) inch conduit - Rock	L/F	\$49.00	\$39.00
Two (2) inch Stub-Up	EA	\$27.00	\$20.00
Four (4) inch Stub-Up	EA	\$120.00	\$90.00
Six (6) inch Stub-Up	EA	\$175.00	\$120.00

DATE: Monday, February 26, 2024

CLIENT: Donald Barber
City of Williston

352 528 3060
donald.barber@willistonfl.org

PROJECT NAME / LOCATION	PROPOSAL #	LICENSE #	CONTACT	PHONE NUMBER			
Price List Williston	QT-4401	CUC1224213	Scott Kennedy	407 402 5168			
DESCRIPTION			UNIT	QTY	RATE	EXTENSION	
FUSION AND INSTALLATION VIA DIRECTIONAL DRILL							
2", 3", 4" - Mobilization / Demobilization - Orlando to Williston to Orlando			EA	1	\$ 3,750.00	\$ 3,750.00	
6", 8", 10", 12" - Mobilization / Demobilization - Orlando to Williston to Orlando			EA	1	\$ 4,750.00	\$ 4,750.00	
14", 16", 18" - Mobilization / Demobilization - Orlando to Williston to Orlando			EA	1	\$ 5,750.00	\$ 5,750.00	
20", 24", 30" - Mobilization / Demobilization - Orlando to Williston to Orlando			EA	1	\$ 8,750.00	\$ 8,750.00	
Per Diem			Day	1	\$ 750.00	\$ 750.00	
Ground Penetrating Radar Study			Day	1	\$ 3,000.00	\$ 3,000.00	
2" HDPE - 100ft minimum			LF	100	\$ 20.00	\$ 2,000.00	
3" HDPE - 100ft minimum			LF	100	\$ 30.00	\$ 3,000.00	
4" HDPE - 100ft minimum			LF	100	\$ 40.00	\$ 4,000.00	
6" HDPE - 100ft minimum			LF	100	\$ 60.00	\$ 6,000.00	
8" HDPE - 100ft minimum			LF	100	\$ 80.00	\$ 8,000.00	
10" HDPE - 100ft minimum			LF	100	\$ 100.00	\$ 10,000.00	
12" HDPE - 100ft minimum			LF	100	\$ 120.00	\$ 12,000.00	
14" HDPE - 100ft minimum			LF	100	\$ 140.00	\$ 14,000.00	
16" HDPE - 100ft minimum			LF	100	\$ 160.00	\$ 16,000.00	
18" HDPE - 100ft minimum			LF	100	\$ 180.00	\$ 18,000.00	
20" HDPE - 200ft minimum			LF	200	\$ 200.00	\$ 40,000.00	
24" HDPE - 200ft minimum			LF	200	\$ 240.00	\$ 48,000.00	
30" HDPE - 200ft minimum			LF	200	\$ 300.00	\$ 60,000.00	
3", 4" MJ Fusion - on same trip as the directional bore			EA	2	\$ 250.00	\$ 500.00	
6", 8" MJ Fusion - on same trip as the directional bore			EA	2	\$ 500.00	\$ 1,000.00	
10", 12", 14", 16" 18" MJ Fusion - on same trip as the directional bore			EA	2	\$ 750.00	\$ 1,500.00	
20", 24", 30" MJ Fusion - on same trip as the directional bore			EA	2	\$ 2,500.00	\$ 5,000.00	
MATERIALS SUPPLIED BY CITY OF WILLISTON							
OPTIONAL SERVICES							
						\$ 275,750.00	

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TERMS & CONDITIONS

The following terms and condition apply to the above proposal

1 Underground Obstructions

Atlantic Directional Drilling, Inc. will request utility locates in accordance with job site requirements for all work being performed. Owner / clients will provide the exact location and depth of any utilities or obstructions not covered by the local "One Call Service" or any utilities under asphalt, concrete or any surface which would prevent hand excavation to visually verify the utility. If client requests ADDI to drill before locates are completed, client will assume all liability and any costs for any damage or injury resulting from any utility strike.

Atlantic Directional Drilling, Inc. will not be responsible for the cost of any repair if any unknown or improperly located utility or obstruction is encountered or damaged. In addition, Atlantic Directional Drilling, Inc. will not be responsible for any damage as a result of inaccurate information provided by client or client representative.

Atlantic Directional Drilling will be compensated the cost associated with replacement of any tooling, equipment or materia lost or damaged as a result of encountering the unknown or improperly located obstruction or utility. No down time or stand-by rate will be applied.

2 Work Stoppages

The above price assumes that no work stoppages will be caused by client or others from the time ADDI mobilizes to when we demobilize. Works stoppage caused by others will result in a stand-by rates below:

JT-100 / AA 9014 Crew / \$1,000.00/hr with a maximum of \$10,000.00/day

JT- 60 Crew / \$750.00/hr with a maximum of \$7,500.00/day

Vermeer 24x40 Crew / \$500.00/hr with a maximum of \$5,000.00/day

Vermeer 20x22 & 10x15 Crew / \$450.00/hr with a maximum of \$4,500.00/day

3 Site Access

ADDI assumes site is accessible to trailer mounted drill rig and necessary support equipment and vehicles. If necessary, client will provide equipment to place and support drill rig, and related support equipment. In addition, any access needed will to complete the work will be provided by others.

4 Water

Unless otherwise noted in this proposal, client will provide water source at the drill rig.

5 Permits/Inspections

All permits and required inspections will be provided or scheduled by others unless otherwise noted. In addition, client will pay for all fines and penalties associated with un-permitted work.

6 Disposal of Drilling Fluids/Spoils

Cuttings and drilling fluid generated during the project will be disposed of by ADDI off site. Others will be responsible for all costs associated with sampling, containment and disposal of any contaminated cuttings' or fluids requiring special handling or disposal.

7 MOT/Traffic Control

Client will supply and set-up any required MOT unless otherwise noted.

8 Other Equipment

ADDI will supply all equipment necessary for the drilling and installation the pipe, for the subsurface conditions provided in project specifications. If ADDI encounters any unknown lithology such as rock, voids or un-foreseen subsurface conditions which require specialized tooling. Drilling operations will be suspended and any cost incurred will be the responsibility of others.

9 Landscape / Concrete / asphalt

ADDI will not be responsible for removal or replace of any concrete, asphalt, landscaping or hardscaping needed to complete the bore unless otherwise noted in this proposal.

10 Entry & Exit Pit Construction

Others will provide any equipment, shoring and labor needed to excavate beyond 5 feet BLS for entry and exit pit construction and utility locating.

11 Pipe or Conduit Assembly

All pipe and conduit for the bores will be supplied by others and assembled by ADDI unless otherwise noted in this proposal

- 12 Testing/Tie-Ins
All testing and tie-ins will be performed by others unless otherwise noted in this proposal.
- 13 Survey
Others will provide all survey information related to the boring including running line, entry and exit points and elevation if needed.
- 14 Client / Site Representative
Client will provide on-site representative during the drilling process. If client representative is not present to confirm bore placement, client assumes all responsibility for any deficiencies related to bore placement.
- 15 Bore Path Design
ADDI will complete the installation of bore in accordance with the plans and specification provided. If ADDI is required to provide a bore profile/design others will provide all layout for the bore(s) including but limited to; entry and exit points, lateral location of proposed line, depth and location of all existing utilities or obstruction crossing or in conflict of the proposed bore. Bore path design completed by ADDI will be invoiced at \$2,500/day for field work (not including sub-contractors used) and \$250.00/hr for none field related work for the design.
- 16 Payment Terms & Conditions
pricing is good for 30 days, unless agreed upon in writing prior to mobilization. Final payment, including retainage, will not exceed 45 days from date of final invoice. In any case, client will pay ADDI for all work (including retainage) completed, accepted or used by owner within 90 days of final invoice. Outstanding invoices exceeding 45 days may be subject to a finance charge of 1.5% per month. All bore lengths and quantities will be based on material installed from the point the rod enters the existing ground surface, to the point the rod exits the existing ground surface.

The signature below will acknowledge acceptance of the above price proposal and to the terms and conditions referenced in this proposal.

Accepted:

By: _____

Date: _____

Date: 3/5/2025

COUNCIL AGENDA ITEM

RESOLUTION 2024-32:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ELECTING TO AWARD THE HERBICIDE PROJECT AT THE WILLISTON MUNICIPAL AIRPORT (PART OF THE REFORESTATION PROJECT) TO MACLAREN FARMS, LLC DBA MACLAREN AGRIFORESTRY AND AUTHORIZING STAFF TO NEGOTIATE A FULL CONTRACT RELATED TO SAME; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH ACTIONS ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

BACKGROUND/DESCRIPTION:

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

LEGAL REVIEW: Yes, approved.

FISCAL IMPACTS:

RECOMMENDED ACTION: Staff recommends approval subject to conditions stated in legal review above.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2024-32	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE	<input checked="" type="checkbox"/> OTHER DOCUMENTS (RFQ AND QUOTE SHEET)	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2024-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, ELECTING TO AWARD THE HERBICIDE PROJECT AT THE WILLISTON MUNICIPAL AIRPORT (PART OF THE REFORESTATION PROJECT) TO MACLAREN FARMS, LLC DBA MACLAREN AGRIFORESTRY AND AUTHORIZING STAFF TO NEGOTIATE A FULL CONTRACT RELATED TO SAME; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH ACTIONS ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Williston Municipal Airport is in the process of working on an overarching reforestation project to benefit airport lands; and

WHEREAS, a portion of this reforestation project is site-prep herbicide on airport lands; and

WHEREAS, Florida Department of Agriculture and Consumer Services (FDACS) has previously contracted with the City of Williston to manage the timber program at the Williston Municipal Airport which contract includes FDACS's providing RFP/RFB/RFQ work related to this matter; and

WHEREAS, in accordance with the aforementioned agreement, FDACS properly advertised and conducted a Request for Quotes for site-prep herbicide services on airport lands (which is attached hereto as composite "Exhibit A"); and

WHEREAS, FDACS received one quote on behalf of the City of Williston from the Request for Quotes process (which is attached hereto as composite "Exhibit A"); and

WHEREAS, FDACS has reviewed such quote and recommends that the City of Williston award the herbicide project to Maclaren Farms, LLC dba Maclaren Agriforestry; and

WHEREAS, the City of Williston has analyzed such quote and finds that the quote offered by Maclaren Farms, LLC dba Maclaren Agriforestry, is the lowest bidder on the services requested by the Request for Quotes and that the City also awarded such work to this company in 2023 and received satisfactory services; and

WHEREAS, the City Council has determined it is in the City's best interest to authorize the City Council President to award the site-prep herbicide project to Maclaren Farms, LLC dba Maclaren Agriforestry; and

WHEREAS, the City Council has determined it is in the City's best interest to authorize FDACS, staff, and the City Attorney to work with Maclaren Farms, LLC dba Maclaren Agriforestry to negotiate a full contract for the site-prep herbicide project in accordance with the Request for Quotes;

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 awards the site-prep herbicide project to Maclaren Farms, LLC dba Maclaren Agriforestry based on the quote from such entity attached hereto included in "Exhibit A" and authorizes FDACS, staff, and the City Attorney to negotiate the specific terms of a contract regarding same.

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

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

PASSED AND ADOPTED at a meeting of the City Council this 5th day of March, 2024.

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

Williston Airport 2024 Site-Prep. Herbicide

PURPOSE

The purpose of this Request for Quotes is to establish a Contractual Services Agreement for the broadcast ground application of site preparation herbicide. There are eight designated site preparation areas that total approximately 344 acres on The City of Williston Airport, in Levy County located in North Florida. These two sites were clear cut of pine and hardwoods August 2023. The prescription consists of an application of 64 ounces Forestry Garlon XRT, 40 ounces of Chopper Gen 2 and 32 ounces Elite Supreme or equivalent surfactant per acre. The tank mixture will be applied at the rate of a minimum of 30 gallons of mixture per acre using water as the carrier. Application must be made with heavy equipment, such as a skidder, dozer, or tractor. See the attached map for areas to be site prepared with broadcast ground herbicide.

SCOPE OF PROJECT

The Contractor shall furnish all labor, equipment and materials necessary to successfully provide the herbicide application in accordance with the specifications listed herein.

QUOTE SUBMISSION

Emailed quotes are to be sent to Michael.Edwards@FDACS.GOV. Please email me your Quote by Friday February 16, 2024. Direct any questions to Other Public Lands Senior Forester Michael Edwards, phone: (850) 228-7809, email: Michael.Edwards@FDACS.GOV.

ESTIMATED QUANTITIES

The estimated acres are given only as a guideline for preparing your bid and should not be construed as representing actual acreage to be treated under this contract. The Florida Forest Service may contract up to an additional 20% of the specified contract acreage if needed at the same quoted price. The Florida Forest Service may also reduce the acreage to be treated based on budgetary constraints.

CONTRACT PERIOD

The contract period is to be effective upon execution of the Contractual Services Agreement through August 31, 2024. **Herbicide application work for this contract must be completed before September 1, 2024.**

CONTRACT MANAGER

The Contractor will coordinate and schedule all work with the Other Public Lands Senior Forester Michael Edwards, phone: (850) 228-7809, email: Michael.Edwards@FDACS.GOV. It is the bidders' responsibility to consider all site conditions or requirements for the project.

TECHNICAL SPECIFICATIONS

Herbicide Application Conditions & Specifications

GENERAL: This request is for furnishing all labor, materials, equipment, tools, transportation, supplies and supervision required to apply an herbicide application on the approximate acreage as listed herein.

No materials, water, herbicides, labor or equipment will be furnished by the Florida Forest Service, or The City of Williston Airport, unless specifically identified. The Contractor must use equipment acceptable to the Florida Forest Service (as specified herein).

DESCRIPTION AND LOCATION: The area for treatment will be scheduled and identified by the Florida Forest Service with the Contractor. The tract to be covered by this quote is within the boundaries of the City of Williston Airport, in Levy County, Florida. The site boundaries will be identified by woods roads, firebreaks, stand edges, powerline easements, flagging or other methods as discussed with the Contractor. This will be reviewed with the successful Contractor prior to treatment.

EQUIPMENT AND PERSONNEL REQUIREMENTS

The equipment used in the performance of the work will be of the proper size and type and in such operating condition to safely and successfully accomplish the required work as specified above. Adequate safety measures will be observed to comply with all applicable federal safety requirements and recommendations on herbicide label. The Forester-in-Charge may order the removal or replacement of any unsatisfactory equipment. Should the Contractor's equipment break down, it will be repaired, replaced and/or removed from the site within three (3) working days. Operations shall not remain idle for more than forty-eight (48) consecutive hours without the approval of the Forester-in-Charge. The Contractor will furnish sufficient personnel and equipment to complete the project in the time allowed. Personnel problems must be resolved immediately to ensure delays are minimized.

SITE DESCRIPTION AND TREATMENT METHODS

The prescription consists of an application of 64 ounces Forestry Garlon XRT, 40 ounces of Chopper Gen 2 and 32 ounces Elite Supreme or equivalent surfactant per acre. The tank mixture will be applied at the rate of a minimum of 30 gallons of mixture per acre using water as the carrier. Application must be made with heavy equipment, such as a skidder, dozer, or tractor. Chemicals shall be applied at the specified rate and **in accordance with the labeling** of the product.

Chemical shall be applied at the specified rates only on the specified areas. Chemicals are to be applied in such a manner that adjacent property is unaffected. Any buffers necessary will be determined by the Forester-in-Charge and relayed to the Contractor. Chemicals shall be mixed at designated mixing sites or other sites approved by the Forester-in-Charge. The treatment areas to be covered by this quote are within the boundaries of The City of Williston Airport.

Contractor shall track application coverage with GPS, foam line, string or other method to ensure uniform coverage. Other methods must be approved by the Forester-In-Charge. Contractor shall provide a minimum of 95% application coverage of designated areas. Streaking must be kept to a minimum and skips or streaks must be treated at no cost to the Florida Forest Service.

Contractor shall permit Florida Forest Service personnel to confirm chemical application rates per acre. The Contractor is to show the Forester-in-Charge the sealed herbicide containers prior to application and the empty containers following completion of the project.

This contract may be cancelled if weather conditions warrant.

WEATHER CONDITIONS

- Fog: Application will not be allowed in fog or when there is a danger of applying the chemicals in a fog bank. Defining fog conditions will be the sole responsibility of Florida Forest Service personnel.
- Rain: Application will not be allowed during rainy conditions or when rain is expected within three (3) hours of application.
- Wind: Application will not be allowed when wind speed reaches or exceeds **10 mph**.
- Temperature: Garlon XRT is susceptible to vaporizing at a temperature of 90 degrees Fahrenheit. **Application will not be allowed when the air temperature reaches or exceeds 90 degrees Fahrenheit.** In the event that drift, or vaporization becomes a concern, the Contract Manager reserves the right to cease operations, regardless of air temperature.

RESOURCE PROTECTION

The Contractor shall perform the work in a safe and careful manner and will furnish and use such safety devices, methods and measures as are required to protect Contractor and employees thereof, FFS personnel, and the general public against bodily injury and/or damage to property. This includes providing all Personal Protective Equipment (PPE) as required in accordance to the herbicide label.

Protection of native communities: Due to the highly aggressive nature of nonnative invasive plants, the Contractor must take care not to further spread any nonnative invasive plants on any State Forest. No soil disturbing activity may take place in areas infested by invasive exotics. The Forester-in-Charge will identify all infested areas that must be avoided in the project pre-work meeting. All equipment must be cleaned prior to removal from the site. Contractor's equipment should be clean and free of nonnative invasive plant material and/or seed before arrival on Withlacoochee State Forest to perform work described herein.

Protection of Streams, Lakes, and Reservoirs - Contractor shall use every precaution necessary to prevent pollution of streams, by fuel, oils, other chemicals, silt or other harmful materials. All streams will be kept free of Contractor-generated debris. All herbicides should be used in accordance with their label.

Protection of Archaeological/Historical Resources - The Contractor, upon the discovery of suspected archaeological or historical materials, shall cease work in the vicinity of such material and immediately notify the Forester-In-Charge.

Erosion control - All equipment will be operated in a manner to cause the least disturbance to the soil and groundcover vegetation.

Best Management Practices: Contractor shall adhere to and implement all applicable best management practices for silvicultural operations as outlined in the current Florida **Silviculture Best Management Practices Manual**.

INSURANCE REQUIREMENTS

The Contractor's liability policy shall include contractual liability coverage designed to protect the Contractor from contractual liabilities assumed by the Contractor in the performance of this contract. Attached is a description of Contractor's Insurance required for this project. In order to protect the Florida Forest Service, the following guidelines must be followed in order for contractual services to be performed on State lands:

- Proof of Workers Compensation (four employees or more)
- Proof of Automobile Insurance
- Proof of Contractor's/Subcontractor's Public Liability and Property Damage Insurance
- Commercial Applicator's License

* See the Contractor's Insurance attachments for the required coverage limits.

The Contractor must provide proof of insurance coverage to the Florida Forest Service's Forester-in-Charge before any work can commence. Failure to provide proof of certifications and licenses may result in rejection of your bid or cancellation of this contract.

Contractor shall carry a minimum of \$500,000 drift control liability insurance.

The Contractor must obtain any required licenses or permits prior to beginning work on this project, pursuant to chapter 487, Florida Statutes. All certifications, licenses, and permits must be valid through the contract period.

The Contractor submitting the lowest quote must be registered as a state Contractor at MyFloridaMarketplace.com before any work can commence.

COMPLIANCE WITH LAWS

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern this Agreement. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Fair Labor Standards Act, the Migrant and Seasonal Agricultural Worker Protection Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for termination.

SITE CLEAN UP

Upon completion of services, Contractor shall remove all trash, debris and rinse water generated from the project site and leave area in same condition as provided by the City of Williston Airport. All herbicide containers, rinse water and related Contractor-generated debris will be removed from the City of Williston Airport and properly disposed of by the Contractor. The City of Williston Airport or the

Florida Forest Service will not pay for hauling, dumping, tipping, trash, hazardous waste fees or other related waste fees.

STOP WORK CLAUSE

The Florida Forest Service reserves the right to stop the entire crew or any members of the crew from working because of the failure to follow the above contract specifications. The length of time that the crewmembers cannot work will be decided by the Forester-in-Charge. Work will not continue until the deficiencies are corrected. In the event the Forester-in-Charge will not let the crew finish because of contract specification violations, the City of Williston Airport will pay the Contractor only for those acres treated to specifications.

INVOICING AND PAYMENT

This project will be paid for by the City of Williston Airport. A purchasing agreement will be developed between the selected Contractor and the City of Williston Airport prior to any work beginning. Upon satisfactory completion of the project and approval of the work by the Forester-in-Charge, the Contractor shall furnish the Forester-In-Charge a signed and dated invoice along with an application map or shapefiles showing the number of acres treated. The Forester-in-Charge will work with the Contractor to ensure the invoice and acreage are correct. The payment will be made after the work has been verified and has been performed to the satisfaction of the Florida Forest Service. Payment will be made at the quoted price per acre for the number of acres treated meeting contract specification. **Lack of 95% effective coverage may prohibit Contractor from bidding on future projects for the Florida Forest Service.**

QUOTE PRICE SHEET AND AWARD

Bidder shall provide a firm fixed **price per acre** for the herbicide application as specified herein. Pricing shall include any and all costs associated with the quote. The FFS will not accept any other costs not included in the quote price. The contract will be awarded to the Contractor meeting contract specifications and submitting the lowest estimated **total project cost**. Only one per acre price is allowed on the quote price sheet for the treatment specified by the Florida Forest Service. As the best interest of the State may require, the Florida Forest Service reserves the right to reject any and all bids or waive any minor irregularity or technicality in bids received. In the event of two or more identical quotes, a coin toss will be used to determine the winner.

DELIVERY

Herbicide application work for this contract must be completed before **September 1, 2024**.

CONTRACTORS INSURANCE

INSURANCE REQUIREMENTS

The contractor shall not commence any work in connection with the project until he has obtained all of the following types of insurance and such insurance has been approved by the owner, nor shall the contractor allow any independent/sub-contractor to commence work on his subcontract until all similar insurance required of the independent/sub-contractor has been so obtained and approved. All insurance policies shall be with insurers qualified to do business in Florida through an authorized licensed Florida Resident Agent.

CERTIFICATE OF INSURANCE

The contractor shall furnish proof of insurance coverage within ten (10) calendar days after Notification of Award and prior to starting the contract.

A Certificate of Insurance shall be furnished by the contractor for all insurance required by this contract and shall include the State of Florida, DACS as additional insured. This form(s) shall be completed and signed by the authorized Licensed Florida Resident Agent and returned to the Purchasing Office, 407 South Calhoun St., Room SB-8, Mayo Building, Tallahassee, Florida 32399-0800. Certificate(s) shall be dated and show:

1. Name of the insured contractor, specific job by name, name of the insurer, number of the policy, its effective date, and its termination date.
2. Statement that the insured will mail notice to the owner, at least thirty (30) calendar days prior to any material changes in provisions or cancellation of the policy.

CONTRACTOR'S COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of the contract:

Minimum limits of Liability \$1,000,000.00 each occurrence
\$2,000,000.00 aggregate

Including Bodily Injury, Property Damage and products and completed operations.

CONTRACTOR'S AUTOMOBILE LIABILITY INSURANCE

The contractor shall take out and maintain during the life of this agreement Automobile Liability insurance for all claims that may arise from all operations performed under this agreement:

Minimum Limits of Liability \$300,000.00 any auto

WORKER'S COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this agreement Workers' Compensation Insurance in accordance with Chapter 440, Florida Statutes, for all employees connected with the work of this project and in case any work is sublet, the contractor shall require the sub-contractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection of the contractor. Such insurance shall comply fully with the Florida Workers' Compensation Law.

HOLD HARMLESS AND INDEMNIFY

The Contractor shall hold harmless and indemnify to the fullest extent permitted by law, the State of Florida, DACS and/or DACS employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, subcontractor(s), anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in the paragraph.

INSURANCE, LOSS DEDUCTIBLE CLAUSE

The State of Florida shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor providing such insurance.

INSURANCE, INDEPENDENT/SUBCONTRACTOR'S COMMERCIAL GENERAL LIABILITY

The Contractor shall require each of his independent or subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of his independents/subcontractors in his policy, as specified above, including a separate Owners, Contractors Protective Liability Policy.

WILLISTON AIRPORT 2024 SITE-PREP. HERBICIDE

HERBICIDE
344 TOTAL ACRES

ACCESS FROM
COUNTY ROAD

UNIT 1
109 AC.

UNIT 8
33 AC.

UNIT 7
17 AC.

UNIT 6
32 AC.

UNIT 2
39 AC.

UNIT 4
54 AC.

UNIT 3
32 AC.

UNIT 5
28 AC.

WILLISTON MUNICIPAL
AIRPORT OFFICE:
1800 SW 19TH AVE.,
WILLISTON, FL 32696

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

AERIAL TRACT MAP

- HERBICIDE BOUNDARY
- WILLISTON AIRPORT BOUNDARY
- ACCESS GATE
- 86 TOTAL ADDED ACRES
- ROADS

0 0.075 0.15 0.3 0.45 0.6 Miles



Created by:
Michael Edwards
OPI, Reg. Sr. Forester
Feb. 2024

DISCLAIMER:

This map was created by the Florida Forest Service (FFS) Geographic Information System (GIS) staff using data from multiple sources. Maps created by FFS are designed for division use and for use by related public agencies; these products are not legal descriptions or documents. The Florida Forest Service reserves the right to correct, update, modify, or replace, GIS products without notification. The Florida Forest Service makes no warranty, either written or implied as to the accuracy or completeness of the information in this map.

Williston Airport 2024 Site-Prep. Herbicide

QUOTE PRICE SHEET

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE (PER ACRE)</u>	<u>TOTAL PRICE</u>
Ground application per acre at the following rates:	344 Acres	x \$ <u>133⁰⁰</u>	= \$ <u>45,752⁰⁰</u>
64 ounces Forestry Garlon XRT			
40 ounces of Chopper Gen 2			
32 ounces Elite Supreme or equivalent surfactant			

TOTAL PROJECT COST \$ 45,752⁰⁰

By affixing signature to this QUOTE PRICE SHEET, Contractor acknowledges reading and agrees to accept all terms, provisions, and conditions contained in this Price Quote.

BIDDER NAME: MacLaren AgriForestry, LLC

SIGNATURE (MANUAL): 

SIGNATURE (PRINTED): John B MacLaren

ADDRESS: 1040 SW Old Bollamy Rd CITY: High Springs

STATE: FL ZIP: 32643 PHONE NUMBER: 386.623.0067

FEID/SSN: 85-4299288 EMAIL ADDRESS: macLarenFarms@gmail.com

I AM AM NOT a salaried employee of the State of Florida.

Please circle the correct response.

Date: 3/5/2024

COUNCIL AGENDA ITEM

RESOLUTION 2024-33:

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 442505-1-94-24 REGARDING THE WILLISTON MUNICIPAL AIRPORT – DESIGN AND CONSTRUCTION OF NEW GENERAL AVIATION TERMINAL BUILDING AT WILLISTON MUNICIPAL AIRPORT – ADDING ADDITIONAL FUNDING; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AMENDMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

BACKGROUND/DESCRIPTION: This is an amendment to the FDOT Grant related to the new terminal building. This amendment adds funding from the state to pay for an automatic standby generator for the new terminal building.

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

LEGAL REVIEW: Yes, approved.

FISCAL IMPACTS: Adds additional funding and therefore has a positive fiscal impact.

RECOMMENDED ACTION: Staff recommends approval subject to conditions stated in legal review above.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2024-XX	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE AMENDMENT)	<input checked="" type="checkbox"/> OTHER DOCUMENTS (GRANT AGREEMENT	

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2024-33

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 442505-1-94-24 REGARDING THE WILLISTON MUNICIPAL AIRPORT – DESIGN AND CONSTRUCTION OF NEW GENERAL AVIATION TERMINAL BUILDING AT WILLISTON MUNICIPAL AIRPORT – ADDING ADDITIONAL FUNDING; 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 an automatic standby for the new terminal building being constructed; and

WHEREAS, additional grant funding from FDOT is available for this purpose; 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 provides an additional \$150,000 in grant funding for the project; and

WHEREAS, the Williston Council President is an appropriate party to execute documents related to such Amendment; 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 March, 2024.

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
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Financial Project Number(s): <small>(item-segment-phase-sequence)</small>	Fund(s):	DDR,DPTO	FLAIR Category:
442505-1-94-24			088719
	Work Activity Code/Function:	215	Object Code: 751000
	Federal Number/Federal Award		Org. Code: 55022020228
	Identification Number (FAIN) – Transit only:		Vendor Number: VF596000451013
Contract Number: G2070	Federal Award Date:		Amendment No.: 3
CFDA Number: N/A	SAM/UEI Number:		
CFDA Title: N/A			
CSFA Number: 55.004			
CSFA Title: Aviation Grant Program			

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 10/19/2021 (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 a New General Aviation Terminal Building at Williston Municipal Airport-Additional Funding Added to cover backup generator for the GA Terminal. 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

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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 \$150,000 bringing the revised total cost of the project to \$3,475,056.

The Department's participation is X increased/ decreased by \$150,000. The Department agrees to participate in the Project cost up to the maximum amount of \$3,475,056, and, additionally the Department's participation in the Project shall not exceed 100.00% 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
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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 New Terminal Building

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 New GA Terminal Building - Additional Funds Added to cover a backup generator - As required by 215.971, F.S., this scope of work includes but is not limited to consultant and design fees, survey and geotechnical costs, permitting, construction inspection and material testing costs, mobilization and demobilization, maintenance of traffic, 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 project. The Sponsor will comply with Aviation Program Assurances.

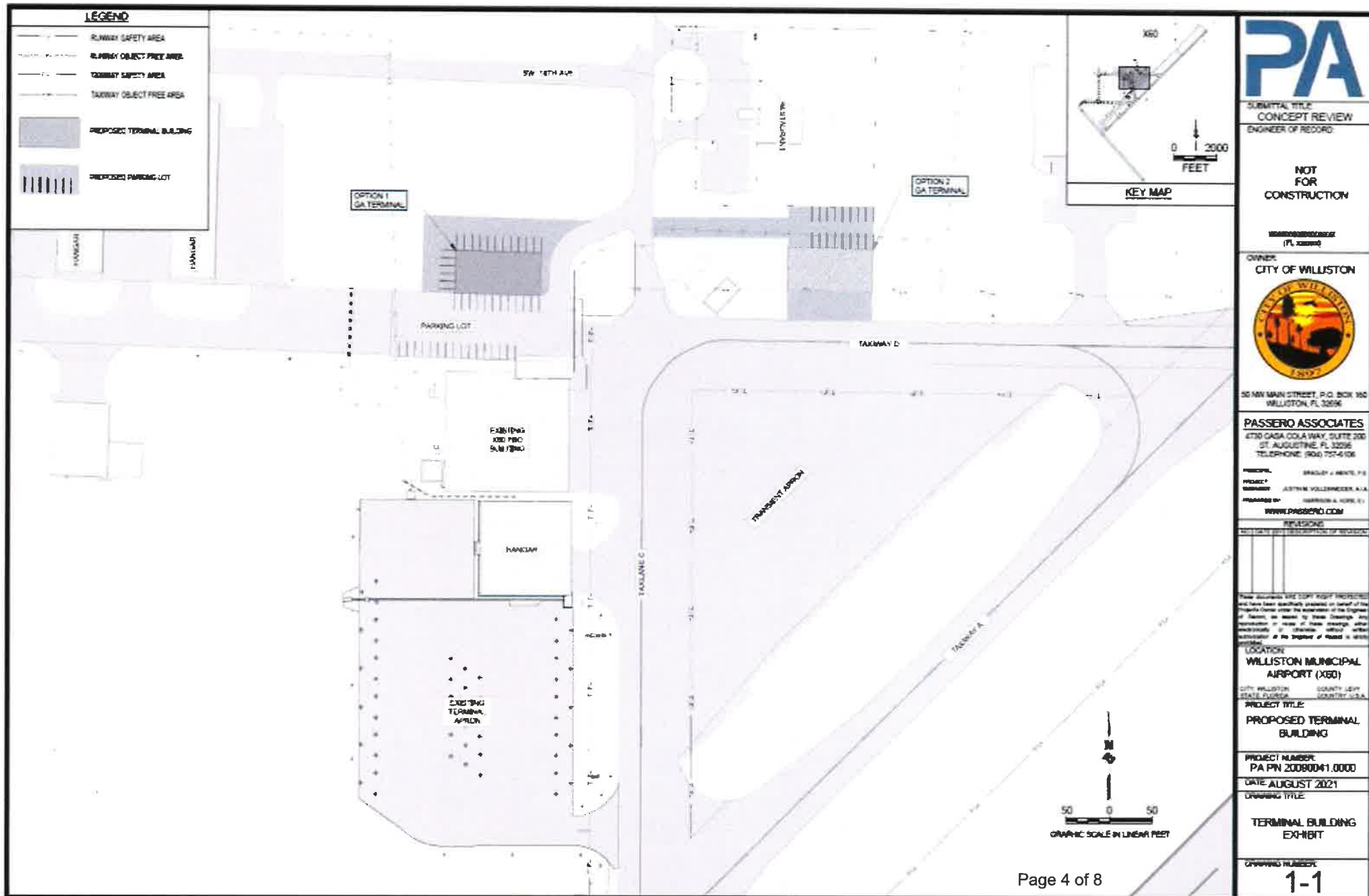
D. Deliverable(s): Design & Construct New Terminal Building

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): Travel, Furniture

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**

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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
442505-1-94-24	DDR	088719	2022	751000	55.004	Aviation Grant Program	\$82,214.00
442505-1-94-24	DDR	088719	2023	751000	55.004	Aviation Grant Program	\$2,150,000.00
442505-1-94-24	DPTO	088719	2023	751000	55.004	Aviation Grant Program	\$17,786.00
442505-1-94-24	DPTO	088719	2024	751000	55.004	Aviation Grant Program	\$1,075,056.00
442505-1-94-24	DPTO	088719	2024	751000	55.004	Aviation Grant Program	\$150,000.00
Total Financial Assistance							\$3,475,056.00

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	\$3,475,056.00	\$0.00	\$0.00	\$3,475,056.00	100.00	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	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0.00	\$0.00	\$0.00	\$0.00	0.00	0.00	0.00
Totals	\$3,475,056.00	\$0.00	\$0.00	\$3,475,056.00			

*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

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

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Signature

Date

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

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OGC 7/22

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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

Form 725-000-02
STRATEGIC
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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Aviation Grant Program

CSFA Number: 55.004

***Award Amount:** \$3,475,056

*The award amount may change with amendments

Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.004 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

Date: 3/5/2024

COUNCIL AGENDA ITEM

RESOLUTION 2024-34:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN THE CITY OF WILLISTON AND THE TOWN OF BRONSON; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

BACKGROUND/DESCRIPTION: Proposed Interlocal Agreement between Williston and Bronson which permits the Williston Animal Control Officer to provide services within the corporate limits of Bronson.

PREPARED BY: KIERSTEN BALLOU, CITY ATTORNEY

LEGAL REVIEW: Yes, approved.

FISCAL IMPACTS:

RECOMMENDED ACTION: Staff recommends approval.

ATTACHMENTS:

<input type="checkbox"/> CONTRACT	<input checked="" type="checkbox"/> RESOLUTION 2024-34	<input type="checkbox"/> MAP
<input type="checkbox"/> LEASE AGREEMENT)	<input checked="" type="checkbox"/> OTHER DOCUMENTS	(INTERLOCAL

COUNCIL ACTION:

☐ APPROVED

☐ DENIED

RESOLUTION NUMBER 2024-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN THE CITY OF WILLISTON AND THE TOWN OF BRONSON; AUTHORIZING APPROPRIATE PARTIES TO SIGN ANY DOCUMENTS REQUIRED TO EXECUTE SUCH AGREEMENT ON BEHALF OF THE CITY OF WILLISTON; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Bronson and Williston, respectively are government agencies located in Levy County, Florida; and

WHEREAS, as such, Bronson and Williston possess those powers enunciated by the Tenth Amendment to the United States Constitution, Article VIII, of the Florida Constitution and §166.021, Florida Statutes; and

WHEREAS, §163.01, Fla. Stat. explicitly authorizes municipalities to agree to make the most efficient use of their powers by enabling them to cooperate for mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Williston has entered a contract with an individual (the "Animal Control Officer") whose duties include the administration and enforcement of Williston's animal control ordinance; and

WHEREAS, the governing body of Bronson has indicated they believe it would be a proper public purpose to engage the services of Williston's Animal Control Officer for the purpose of enforcing code and statutory provisions relating to animal control within the corporate limits of Bronson; and

WHEREAS, the municipalities have negotiated an Interlocal Agreement which provides for the services requested by the Town of Bronson to be provided by the City of Williston, a copy of which is attached hereto as Exhibit A.

WHEREAS, the City Council of the City of Williston has determined that a public purpose will be served and the interests of its citizens and residents advanced by entering into an interlocal agreement which permits the Williston Animal Control Officer to provide services within the corporate limits of Bronson;

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 Interlocal 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 execute the Interlocal Agreement.

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

PASSED AND ADOPTED at a meeting of the City Council this 5th day of March, 2024.

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

INTERLOCAL AGREEMENT FOR ANIMAL CONTROL

Between the TOWN OF BRONSON, FLORIDA AND THE CITY OF WILLISTON FLORIDA.

THIS AGREEMENT, entered into between the Town of Bronson, Florida, ("Bronson"), and the City of Williston, Florida, ("Williston"), SHALL ESTABLISH THAT:

WHEREAS, Bronson and Williston, respectively are government agencies located in Levy County, Florida; and

WHEREAS, as such, Bronson and Williston possess those powers enunciated by the Tenth Amendment to the United States Constitution, Article VIII, of the Florida Constitution and §166.021, Florida Statutes; and

WHEREAS, §163.01, Fla. Stat. explicitly authorizes municipalities to agree to make the most efficient use of their powers by enabling them to cooperate for mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Williston has entered a contract with an individual (the "Animal Control Officer") whose duties include the administration and enforcement of Williston's animal control ordinance; and

WHEREAS, Bronson has determined it would be a proper public purpose to engage the services of Williston's Animal Control Officer for the purpose of enforcing code and statutory provisions relating to animal control within the corporate limits of Bronson; and

WHEREAS, the governing bodies of Bronson and Williston have each determined that a public purpose will be served and the interests of their respective citizens and residents advanced by their entering into an interlocal agreement which permits the Williston Animal Control Officer to provide services within the corporate limits of Bronson;

NOW, THEREFORE, the municipalities agree as follows:

1. Recitals: The above recitals are true and correct, accurately state the purposes and objectives of the parties in entering into this Agreement and are incorporated herein by reference.
2. Authority: This Agreement is entered into pursuant to the powers vested in Bronson and Williston by the Tenth Amendment to the United States Constitution, Article VIII, Sec. 2 of the Florida Constitution, §166.021, Florida Statutes and §163.01, Fla. Stat.
3. Services to be Provided: During the term of this Agreement, Williston shall permit its Animal Control Officer to administer and enforce Bronson's animal control ordinance within Bronson's corporate limits.
4. Bronson Grant of Authority: Bronson hereby grants and authorizes Williston's Animal Control Officer to administer & enforce Bronson's animal control ordinance and to collect the animal impoundment fee(s) authorized by said ordinances for all services provided by said Officer within the municipal corporate limits of Bronson.
5. Compensation for Services Provided:

a. Monthly Consideration: As consideration for the services provided, Bronson shall pay Williston the sum of \$833.33 per month, payable on the 1st of each month in advance, for all animal control services provided under this Agreement.

6. Administration; Requests for Service; Communications:

a. Bronson's present Animal Control Officer or a successor shall remain primarily responsible for service during normal business hours and shall continue to serve under the direction of the Town. Williston may provide and administer animal control services at other times so that Bronson remains protected as necessary and around the clock.

7. Separate Liability:

a. Bronson shall be solely liable for any damages caused by negligence in the provision of services within Bronson.

b. Williston shall be solely liable for any damages caused by negligence in the provision of services within Williston.

c. Nothing shall herein operate to alter the State of Florida's law regarding sovereign immunity or to extend either municipality's liability beyond the limits established in §768.28, Florida Statutes.

8. No Prohibitions: Each party represents to the other that there are no legal prohibitions, whether grounded in Federal, State, County, or Municipal law, preventing either party from entering into this Agreement. Further, and to the extent provided by Florida law, each party agrees to defend, indemnify, and hold harmless the other should any challenge of whatever nature be brought challenging the right or ability of Williston or Bronson to enter into this Agreement.

9. No Unintended Beneficiaries: In no event shall this Agreement be required or interpreted to confer upon any third person, corporation, or entity the right to any cause of action or damages against any party hereto.

10. Scope of Agreement: This document reflects the full and complete understanding of the parties, supersedes any other agreements entered by and between the parties and may be modified or amended only by a written document signed by both parties.

11. Term:

a. Effective Date: This Agreement shall take effect on January 1, 2024, or as soon thereafter as it is approved and signed by the governing bodies for both Bronson and Williston.

b. Expiration of Initial Term: The initial term of this Agreement shall expire at 12:01 A.M. on January 1, 2025.

c. Subsequent Terms: Thereafter, the Agreement shall be revised as needed due to financial/budget needs for a term of twelve (12) months unless a party desiring to terminate the same has sent a written notice of termination to the other party no less than thirty (30) days prior to the end of the term then in effect.

12. Termination: Bronson and Williston each have an independent right to terminate this Agreement by serving written notice of termination upon the other. Any such termination shall become effective thirty (30) days after the same is served.

[SIGNATURES ON FOLLOWING PAGES]

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

TOWN OF BRONSON, FLORIDA

BY: _____

Title: _____

**Attest, By the Clerk of the
Town of Bronson, Florida:**

Approved as to Form and Legality:

_____, Town Clerk

_____, Town Attorney