

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

DATE: TUESDAY, APRIL 17, 2018
TIME: 7:00 P.M.
PLACE: TEMPORARY WILLISTON CITY COUNCIL ROOM
427 WEST NOBLE AVENUE, MP BLDG

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson
President Nancy Winger
Vice-President Marguerite Robinson
Councilman Charles Goodman
Councilman Justin Head
Councilman Elihu Ross

OTHERS:

City Manager Scott Lippmann
City Clerk Frances Taylor
City Attorney Fred Koberlein

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

ITEM – 2 – PUBLIC PARTICIPATION

ITEM – 3 – PRESENTATION: IEMO III-LEADERSHIP CHALLENGE CERTIFICATE OF COMPLETION AWARDED TO NANCY WININGER (pp 3-5)

ITEM – 4 – GENERAL AVIATION MONTH (pp 6)

ITEM – 5 – CONSENT AGENDA

- A. MINUTES: APRIL 3, 2018 REGULAR CITY COUNCIL MEETING (pp 7-14)
- B. MINUTES: APRIL 10, 2018 INVESTITURE CEREMONY (pp 15-16)
- C. RESOLUTION 2018-16: UPSIZING OF WATER LINE ON SE 2ND AVE BETWEEN 4TH AND 5TH STREET (PENDING SUPPLEMENT)

ITEM – 6 – OLD BUSINESS

- A. DISCUSSION: CITY HALL FINANCING
- B. UPDATE: CITY HALL PROJECT (pp 17-26)
- C. DISCUSSION: HR MANUAL REVIEW PROCESS/SCHEDULE PROPOSAL (pp 27)
- D. RESOLUTION 2018-17: APPROVING USDA GRANT APPLICATION FOR NEW FIRE TRUCK (pp 28-52)
- E. UPDATE: PERMITTING PROCESS

ITEM – 7 – NEW BUSINESS

- A. RESOLUTION 2018-18: RE-APPOINTING DEBRA JONES TO THE PLANNING AND ZONING COMMISSION (pp 53-54)
- B. RESOLUTION 2018-19: RE-APPOINTING ART NUSSEL TO THE PLANNING AND ZONING COMMISSION (pp 55-56)
- C. RESOLUTION 2018-20: APPROVING THE AFSCME GENERAL EMPLOYEE'S UNION CONTRACT RENEWAL (pp 57-88)
- D. ORDINANCE 664: DOGGY DINING ORDINANCE (pp 89)
- E. RESOLUTION 2018-21: APPOINTING A COUNCIL REPRESENTATIVE TO THE TOURIST DEVELOPMENT COUNCIL (pp 90-91)
- F. DISCUSSION: PAY RAISE FOR THE FIRE CHIEF POSITION (pp 92)

ITEM – 8 – PUBLIC PARTICIPATION

ITEM – 9 – ANNOUNCEMENTS

ITEM – 10 – ADJOURNMENT

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 and then proceed with their comments;
5. The audience member will be limited to not more than 5 minutes to speak based on Resolution 2003-14;
6. There will be no personal attacks made by any member in the audience toward a sitting Councilperson, and likewise for any sitting Councilperson;
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.



April 2, 2018

City Clerk
Williston
P.O. Drawer 160
Williston, FL 32696

Dear City Clerk:

Enclosed is one or more Certificate(s) of Completion to be awarded to the elected official(s) of the Williston for a completion of the 2018 Institute for Elected Municipal Officials III: The Leadership Challenge (IEMO III) held March 2-3 in Orlando, Florida.

We ask that the certificate(s) and letters from Lynn Tipton be presented as an agenda item for your next council meeting and be formally recorded in the minutes. We believe the importance of completing the Institute for Elected Municipal Officials III should be known to key officials and your community.

Thank you so much for your cooperation on this. If you have any questions, please don't hesitate to call me at (407) 367-4024.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Barnette", is positioned above the typed name.

Shwanda T. Barnette
FLC University
Florida League of Cities

Enclosure



April 2, 2018

The Honorable Nancy T. Wininger
Council Vice President
P.O. Drawer 160
Williston, FL 32696

Dear Council Vice President Wininger:

On behalf of the FLC University, I am pleased to award this certificate to you for the completion of the IEMO III: The Leadership Challenge held March 2-3, 2018, in Orlando, Florida.

We hope that you found the program challenging and worthwhile. We encourage you to take advantage of other training opportunities through FLCU – and hope you will let us know if we can customize a class for your city.

We strongly believe that your attendance at the IEMO III is indicative of your continued commitment to improving the quality of municipal government in Florida. If we may be of assistance in the future, please do not hesitate to call upon us.

You are now eligible for IEMO IV, which builds on your personal leadership skills. We are waiting to learn the date for the 2018 IEMO IV Class. It will run at the conclusion of the Legislative Conference in the fall. We will send this information to you via email, once it is known.

Thank you for your continuing dedication to your city, to public service, and to the future of Florida. We hope to see you at future FLC and FLC University events.

Sincerely,

Lynn S. Tipton
Director, Florida League of Cities University
Enclosure



IEMO III:

THE LEADERSHIP CHALLENGE

Certificate of Completion

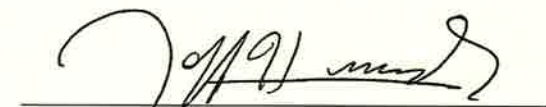
March 2-3, 2018 • FLC University, Orlando

Awarded to

Council Vice President Nancy Winger
City of Williston

Sponsored by


Executive Director
Florida League of Cities


Executive Director
Florida Institute of Government



PROCLAMATION

WHEREAS, Williston, Florida has a significant interest in the continued vitality of general aviation, aircraft manufacturing, aviation educational institutions, aviation organizations and community airports; and

WHEREAS, general aviation and the Williston Municipal Airport have an immense economic impact on the City of Williston; and

WHEREAS, more than half (50.5%) of Florida's visitors arrive each year by air; and

WHEREAS, Florida's general aviation/community airports accommodate more than 9 million visitors and business travelers annually and are home to more than 6% of the nations entire general aviation fleet; and

WHEREAS, more than 8.5% of Florida Gross State Product results from businesses dependent upon aviation and numerous leading aviation companies have headquarters or a major presence in Florida; and

WHEREAS, general aviation not only supports Florida's economy, it improves overall quality of life by supporting emergency medical and healthcare services, law enforcement, firefighting and disaster relief, and by transporting business travelers to their destinations quickly and safely; and

WHEREAS, the nation's aviation infrastructure represents an important public benefit, and Congressional oversight should be in place to ensure stable funding of this system.

NOW, THEREFORE, BE IT PROCLAIMED BY THE CITY COUNCIL OF THE CITY OF WILLISTON, that April 2018 shall be designated as

GENERAL AVIATION APPRECIATION MONTH

and the Williston City Council encourages our citizens, businesses, institutions, city government officials and employees to promote recognition of this month, accordingly.

HEREBY, DULY ADOPTED this 17th day of April, 2018

City of Williston

Jerry, Robinson, Mayor

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

DATE: TUESDAY, APRIL 3, 2018
TIME: 7:00 P.M.
PLACE: TEMPORARY WILLISTON CITY COUNCIL ROOM
427 WEST NOBLE AVENUE, MP BLDG

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor R. Gerald Hethcoat
President Charles Goodman
Vice-President Nancy Winger
Councilman Justin Head
Councilwoman Marguerite Robinson
Councilman Elihu Ross

OTHERS:

City Manager Scott Lippmann
City Clerk Frances Taylor
City Attorney Fred Koberlein

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Hethcoat led in prayer and the Pledge of Allegiance to the American Flag.

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

Vice President Winger stated she would like to pull Item 4A off of the Consent Agenda to change a word. President Goodman noted there was an error in the minutes where his name was transposed and suggested the members address the issue under the current item. The bottom of page 6 should state Vice President Winger rather than Vice President Goodman. Vice President Winger moved to approve the Agenda with that change. Councilwoman Robinson seconded. On vote, the motion carried, 5-0.

ITEM – 2 – MAYOR’S STUDENT OF THE MONTH PRESENTATION

Mayor Hethcoat presented the Student of the Month awards to Mylie Mederios from Joyce Bullock Elementary School and Kevin Chen from Williston Elementary School for academic excellence and citizenship. President Goodman observed that it would be the last Student of the Month presentation for Mayor Hethcoat. He stated his hope that the awardees would remember the Mayor and the public service he has done and the fact that they have the honor of being the final two Students of the Month for Mayor Hethcoat.

ITEM – 3 – PUBLIC PARTICIPATION

Mayor-Elect Robinson stated that he was asked a question regarding information put out on the electric bill. The bill says “limbs and leaves to be in paper bags”. He questioned how big the limbs were required to be and where the customers could obtain the paper bags. City Manager Lippmann advised that the limbs should be no more than 4 feet in length. Paper bags are available at stores like Home Depot. Mayor-Elect Robinson questioned how long this requirement had been in effect. City Manager Lippmann advised that it was put in place because the vendor was getting everything in plastic bags and they cannot mix the plastic bags in with the yard waste. They have tried to figure out a way to take the plastic bags and it did not work for them. Mayor-Elect Robinson questioned if they still pick up yard debris. City Manager Lippmann confirmed, adding that it is mostly leaves and smaller twigs, etc. that the customers would put in a plastic bag. President Goodman questioned if the limb pick up was a courtesy that would be discontinued at some point. City Manager Lippmann advised that they would continue to pick up limbs as part of their service. He suggested that the message on the bill was likely referencing small limbs that would be put in a bag. Mayor Hethcoat stated that the vendor will not shovel up what can go in a bag.

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However, they will pick up reasonable sized limbs and put them in the back of the truck. President Goodman asked if a plastic garbage can full of leaves would be acceptable. City Manager Lippmann stated that if a customer would like to invest in a plastic garbage can, that would be fine.

Mayor-Elect Robinson noted his understanding that, recently, the City filed final FEMA papers for reimbursement. He questioned if there was anything else that needs to go to FEMA. City Manager Lippmann stated that he was not aware of anything further that was needed. Mayor-Elect Robinson stated that he had a list of 11 things that he did not think FEMA had ever received. City Manager Lippmann stated that they had not said anything to the City that he was aware of. Mayor-Elect Robinson advised that, when they leave an area, if they don't have the filings, the entity will forfeit anything they are entitled to. City Manager Lippmann stated that, if there is something the City owes FEMA, he had not been told about it but he will be happy to follow up.

ITEM – 4 – CONSENT AGENDA

Councilwoman Robinson moved to approve the Consent Agenda, as amended. Vice President Winger seconded. On vote, the motion carried, unanimously.

- A. MINUTES: MARCH 20, 2018 REGULAR CITY COUNCIL MEETING
- B. RESOLUTION 2018-12: APPROVING THE PURCHASE OF AN ELECTRIC DEPARTMENT BUCKET TRUCK PER THE CIP PLAN

ITEM – 5 – OLD BUSINESS

- A. DISCUSSION (10 MINUTES): IMPROVEMENT OF COUNCIL, STAFF AND BOARD COMMUNICATIONS

President Goodman stated he would like to start the evening off by saying that he had private discussions with the City Clerk and City Manager and he was very much hopeful that they had ironed out some problems and things are going to be better. He stated he initiated the item and, at the end of his term, he did not want it repeated on the Agenda. He stated he would like the incoming administration to make their own decisions and he did not want them saddled with something he started. Councilwoman Robinson expressed her thanks to Utilities Director Zimoski for touring her around the City for a couple of hours earlier in the day. She stated she learned a lot about the City and Mr. Zimoski. She suggested the members all need to ride with him sometime. She recalled that back in September or October, the members had a discussion about a utility outage call center. She questioned if staff dropped the ball. City Manager Lippmann advised that staff installed a utility hotline so citizens can call in to report outages or listen to a prerecorded message that provides outage updates. The idea was to try to take some of the call load off of dispatch during the hurricane. The City also has a log in for the Alert Levy system which will provide the ability for the administration to send out voice messages and emails to citizens who are signed up, as needed. In the next couple of weeks, the City will be rolling out a campaign to try and encourage people to sign up to the Alert Levy system so the administration can communicate with them. It is all revolving around emergency activities. Councilwoman Robinson questioned if that would take care of the over-abundance of calls. City Manager Lippmann stated that the hope was that it would lessen them. By having the utility line and the Alert Levy system, the staff hopes to communicate out to citizens and answer their questions proactively, which will alleviate calls. President Goodman questioned if this was the same system that sends out hard freeze warnings. City Manager Lippmann advised that it is, but the City will use it strictly for hurricanes and major power outages. President Goodman confirmed that the City staff will be able to input messages into the system so the City will not be relying on the county government to do that for them. City Manager Lippmann affirmed and noted that the system will have the ability to reach anyone within the City limits. Councilman Head expressed his appreciation for Utilities Director Zimoski who offered him the same orientation, as well as the City Manager and City Clerk who

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had provided him with a lot of information over the previous few weeks. President Goodman commented that it is a process. Mayor Hethcoat stated that he met with management from the City and had some discussions with them and it helps. It helps the official to understand things and helps management to understand how the official is looking at things. He stated that the discussion brought up a point that he would leave with this Council that somewhere, in the near future, they should have a meeting and discuss Council expectations. He questioned what the members expect management to do and how management would know what the members want. He stated he highly recommends a workshop on that topic with strict guidelines as to what will be discussed and reviewed. Councilwoman Robinson noted that one on one discussion is the best option. Mayor Hethcoat agreed.

Vice President Winger expressed her appreciation of staff and stated that she would put City staff up against anyone. She conceded that while Council does give clear direction at times, sometimes the members are not as clear and the staff is left to carry out the work. She agreed that the Mayor made a good point. The members all have the opportunity to meet with the City Clerk, City Attorney and City Manager to find out what is going on and to talk to them. The information does not just come from them, the members seek it, as well. Any time she has asked for information, she has gotten it and that speaks volumes. She stated her appreciation for the fact that, when they have things to discuss, they are all very free to do it. Mayor Hethcoat suggested, if members do meet with management one on one, that they should get some guidelines and bring them to the Council for approval so everyone will know what to expect.

B. DISCUSSION: CITY HALL DEVELOPMENT PROCESS

Mr. Derek Dykes, Jack McDonald and Jason O'Brian were present. Mr. Dykes recalled that the Council asked about shingles versus metal. The staff/vendor opted to go with metal because of the 20 year warranty it offers. That is the stated warranty. However, the City will get more than 25 years out of the roof. There is a 20 year warranty on the roof, which is wind and leakage from rain but there is a 25 year warranty on the material from millage and a 25 year warranty from the manufacturer for materials. President Goodman questioned what the ultimate warranty would be if the roof fails. Mr. Dykes stated that, if it fails due to wind in 20 years, it is covered under warranty. If it fails because of wind past 20 years, it will be out of warranty. The 25 year is for the finish. President Goodman explained that most warranties require certain things to be done during the warranty period. Mr. Dykes agreed those activities include maintaining gutters and removing vegetation. President Goodman expressed his approval as long as there are no exposed fasteners. Mr. Dykes advised that there are no exposed fasteners. Mr. Dykes added that asphalt is a limited lifetime warranty with 15 years on wind and leakage. Asphalt needs to be replaced and 15 years is probably a good indicator of when. The City will get more life out of a metal roof. Asphalt is cheaper with approximately \$30,000 in savings but that would not cover replacement. Councilwoman Robinson stated that it is already at a 4/12 pitch. President Goodman noted it could still be asphalt. Mr. Dykes advised that a customer would want to make a transition at 3/12 and it is right at that threshold. President Goodman advised that it is doable and he was at peace with the non-exposed fastener metal roof. Mayor Hethcoat observed there was a 20 year warranty on the roof with a 25 warranty on the finish and lifetime on materials. He questioned what would be covered under lifetime. Mr. Dykes stated that the panel was covered. If something was to happen and the panel was defective, that would be covered. The manufacturer's warranty covers the material. If the metal panels rust out prematurely, that would be covered. Mayor Hethcoat advised that they put a couple of shingle roofs at his home and, last time, they installed metal and he was very pleased with metal. It made a lot of difference. He stated he was very favorable of it.

President Goodman questioned if anyone had objections to them continuing with the metal roof. No one objected. President Goodman confirmed for Mr. Dykes that the Council was favorable of the metal roof. Mr. Dykes asked if the Council would like a schedule update. President Goodman stated he would prefer

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a written schedule. City Clerk Taylor suggested that the members would like to receive written updates every two weeks. The members confirmed. Mr. Dykes verified with the members that the bi-weekly schedule will be verified through staff. Councilwoman Robinson noted that the construction is fairly close to the milestone schedule but some activities needed to be moved around. The project is still on track to complete by the finish date. President Goodman asked about the pouring of the concrete. Mr. McDonald stated that they were delayed, but there will be a sizable pour the coming Wednesday. President Goodman questioned if the architect was the person that designed it. Mr. McDonald stated that it was the representative from Wright Pierce Engineering. President Goodman observed it would be about 700 yards of rock. Mr. McDonald stated that the big goal is the pour of the slab next Wednesday. They will be out there on site at about 3:30 am to prepare and pour.

Mr. McDonald advised that the vendor has a revised milestone schedule. However, the end date is not changing. President Goodman questioned if the updates would be provided in enough time for any Council person interested in colors etc. to look at them. Mr. Dykes advised that they had established that the finishes should be selected by the end of this month so the vendor can begin cutting material. They have asked for any comments and for selections to be complete by the end of this month. President Goodman questioned if it was possible to get Council a list of finishes. Some may not have a lot of input on things like color of the door. That is why they have an architect designing it. Mr. Dykes advised they would get a finish schedule and Mr. O'Brian will go through some selections made or outstanding and walk Council through. President Goodman stated that, if a decision has been made, then it has been made. If there is a process that the Council can be made aware of, that would be helpful. Mr. O'Brian presented a finish board that included various finishes that were proposed for the building. Each was labeled and there are multiple options for some. He stated he put a white square on each finish that was approved and there are others yet to be chosen. The majority will work together and can be mixed and matched. He proposed to leave them in the City manager's office. He expressed his hope that the City would get a finish selection wrapped up by the end of the month. President Goodman encouraged those interested to get involved. Vice President Wininger stated that, to make a collective decision, it will have to be done at the next meeting. She stated she did not want to discount anything the staff had selected. Councilwoman Robinson stated she did not like the carpet. There were questions about flooring on the board. The logic was to use a lighter color in the offices where there will be less traffic, with darker color in the more heavily used public spaces. Some members expressed a desire for a lighter color. The members looked at the options. Mr. O'Brian presented the members with the binder of color and finish options he prepared. Several of the members provided him with input on the items displayed.

C. DISCUSSION: CITY HALL FINANCING

President Goodman confirmed that the members had received the finance item from Stephen Bloom about the options in a prior meeting. Copies were provided to all at the dais. The members reviewed the options for a few moments. Councilman Head questioned how and when the Council would decide what funds to use and how much of City funds would be used. President Goodman stated his understanding was that the City would pay a certain amount out of City funds and, upon reaching a predetermined threshold, the City would then begin to draw from the loan account. City Manager Lippmann advised that President Goodman had provided an accurate representation of the issue and noted that the analysis given will have to be updated. A couple of things have changed slightly. Once it is updated, staff will determine the proposed threshold based on his analysis of the City funds. Vice President Wininger cited her recollection that, whatever bill comes before City Hall will come to Council before it gets paid. The concern was that, before any money is spent, it would come before Council. City Manager Lippmann stated he would speak with Mr. Bloom about the expenses. City Clerk Taylor questioned if the members would like to add a report of bill payments to the Council update process. The members agreed by consensus. Councilman Head confirmed that, as part of the new update process, the members will not necessarily approve every invoice that gets paid but the Council will have an understanding of what has been done and what is being

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paid. President Goodman observed that way the City staff will not have to come to Council and wait two weeks to pay for the installation of items like doors. Councilman Head concluded that Mr. Bloom would advise as to when the City should start drawing on loan funds. President Goodman agreed that the Council would be relying on staff whom he encouraged the members to engage with. He advised that all the Council wants to do is to stay informed. The City has a basic agreement and a contract for an amount and the members just need to be in the loop as to how it is going. Mayor Hethcoat expressed concern as to how utilizing the reserve funds versus a loan on City Hall might jeopardize future salary increases or other expense related items. City Manager Lippmann advised that it should not but Mr. Bloom did mention, when presenting the loan analysis, that it will impart some pressure, particularly in the General Fund. However, the City has the funds available in reserves to conceivably pay for the entire project. It would leave the City cash poor but it is an option. President Goodman noted that the question is what threshold the Council would be comfortable spending out of reserves. Mr. Bloom will provide information on that. City Manager Lippmann added that the reserve status will drive the decision as to when the City will avail itself of loan funds. The goal is to spend City funds first to reduce loan costs.

Mayor Hethcoat stated his concern is that the City is not doing this on the back of the citizens or employees. Vice President Wininger commented that the members are doing this for the citizens and employees. City Manager Lippmann observed that the City will have the buffer of reserve funds available. Mayor Hethcoat noted that there are a lot of other things, such as infrastructure and that is what reserves are for. The City cannot pave streets until it completes infrastructure below the streets. That money has to come from somewhere. The City has to walk a careful line not to hurt something else it is trying to do, to build a building. Vice President Wininger pointed out that the Council has discussed that before and money has been set aside for roads. Mayor Hethcoat stated that the City did not have enough to do the infrastructure under the streets. Vice President Wininger advised that the City is working on the schedule now to see what roads are needed. She added that the money the City invested in the springs project will produce funding. Mayor Hethcoat cautioned the members to be careful what they do until the funds are in place and to not spend all of the money. City Manager Lippmann noted that there will be reserves in all of the funds of the City that will be there after they hit the threshold. This document from February assumes a total of \$1.25 million in reserves to pay down the loan. That would be the threshold. That number may change with Mr. Bloom's update and analysis but the City is not going to scrape the cupboards bare to pay for the building. Mayor Hethcoat questioned how many years it had been since the City balanced the budget without drawing from reserves. President Goodman recalled it had been three years but added that the City did not actually use the reserves that year. Reserve funds were only needed to balance on paper. Mayor Hethcoat cautioned the members to be careful to make sure certain things are taken care of. Last year was tight this year could be tighter and the City will have to get more from reserve. The City is instituting increases right now just to get departments to break even. The goal is not to get them to make a gigantic amount of money. The utilities help run the City but everything should be at least a break even. Everything is moving in the right direction. Vice President Wininger concluded the members appeared to all be on the same page. Councilman Head stated his agreement but added that if the City retains excess in reserves and spends a lot more on the loan, it will cost more overall. Mayor Hethcoat stated he had not yet been convinced as to the threshold amount that the City would use to go into reserves.

D. DISCUSSION: HR MANUAL REVIEW

President Goodman expressed his opinion that he did not see any way the members could complete a review in a meeting. He confirmed that some members had read through a lot of the manual but none of them had been able to review it in its entirety. He recalled the members had discussed it and agreed with the point that City Manager Lippmann made that it cannot be read in a vacuum. The members also need to read the union contract. The union has specific requirements for dealing with conflicts with the employees it represents and Council has to be aware of the conflicts as they address what to include in the

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HR manual. That does not mean that the union sets policy. It just acknowledges that the members need to be aware of the provisions of the union contract. Mayor Hethcoat and Vice President Winger questioned the process of revisions that had taken place. City Clerk Taylor explained that the 2007 (most current) version of the manual was reviewed by department heads, who provided input along with feedback from an employee that was brought in to provide reviews of various policies at the police department. She advised that all input was incorporated together into a draft that had previously been sent out to the members. The union had not completed any review of the draft and no legal analysis had been conducted up to that point. President Goodman asked what the plan was getting it to the union. City Manager Lippmann stated that the review can be done at any time. He stated he would prefer Council to provide input first. Mayor Hethcoat questioned if it would need to be reviewed by the union if it does not get into salaries. City Attorney Koberlein stated that it does not. However, it sets grievance procedures. The union contract does not define when an employee is tardy but it does define how the employee may grieve the tardy decision. He suggested that prior to or after it be sent to a labor specialist who would be up to speed on all of the case law. There are also entities that may not be attorneys that stay up to date on this area. They would review it to see what policies need to be updated, revised or retracted. If the City sends a draft to the union, the specialist needs to be given a draft and the union contract. City Manager Lippmann stated that the HR manual that the City currently has is a hybrid document: it has policy and procedure. If the Council gets into procedure and does something that changes work rules or the grievance procedure, the union wants to know it and comment on it. They are not setting policy, but if there are changes to procedures within their purview, they want the opportunity to point it out and question it. Mayor Hethcoat questioned what would happen if the City planned to require the employees to wear blue shirts and the union disagreed. City Manager Lippmann stated the parties could end up at PERC if it gets that bad. It would have to be something very major like changing the procedure of the City's seniority system. The union has a vested interest in wanting to know about those issues. That is the function of their review. Mayor Hethcoat stated that the union has a right to get into grievance policy. He stated he had no problem with that but he did not agree that the union has anything to say about setting policy. President Goodman reiterated that what he said was before the Council reviews the HR document, the members should, in due diligence, go over the union contract. In no way was he inferring the union had to approve the policy. It was suggested so that the members can be aware of things surrounding the HR policy.

Vice President Winger stated she had not seen the union contract. She questioned if the only content pertained to the grievance procedure. She described other union contracts she previously dealt with. City Manager Lippmann advised that the contract with the union has approximately 20 different sections that deal with a variety of things. Councilwoman Robinson noted that they included grievances, special meetings, discharges and discipline.

City Attorney Koberlein read through Sections 2.1 and 2.2 of the contract pertaining to management rights and sole/exclusive rights. He pointed out items A through T with section T specifying that management has the right to promulgate and enforce the City's personnel manual. The union has recognized the City's rights. Section 1.05 says where the rules and departmental rules are in conflict with the manual, the union agreement takes precedence. The City will not be applying this every day because as soon as the union member feels they should appeal or grieve, they will do so by contacting the union member. It is a 4 step process which includes arbitration at the end. The union agreement does nothing to define what the employee must do daily.

E. STAFF UPDATE: PERMITTING PROCEDURES

President Goodman noted he was still dealing with the swimming pool permit issue. City Manager Lippmann stated that he and key permitting personnel, including the Building Official, will be meeting on Monday morning to go through the entire process. President Goodman advised that, in the end, the right decision was made and the inspector's supervisor called the resident and explained the process in a very

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clear way which is all the Council can ask. There are complications in the construction industry. He stated he was satisfied with the Building Official's response. He questioned if City Manager Lippmann had a plan for updating Council regarding the transition. He added his vision is that, ultimately, City staff will take the permit without commenting on it, and pass it on to the building inspectors who can make comment and, in the end when the permit is issued, the City will receive the fee. President Goodman noted that there will be two trips for the builder: one for the application and the other for picking up the permit. City Manager Lippmann advised that, as part of the process, the City will provide people the ability to do the permit application online. The process will result in minimal involvement of City staff as President Goodman described. President Goodman stated that other municipalities have other types of permits available online but the house permits system is tried and proven to work. He commended the idea that if they owner would like to change a door, he or she should be able to do that online. However, engineering cannot be done online. Vice President Wininger questioned how long it would take before it is all set. City Manager Lippmann stated it would be set on the following Monday. Vice President Wininger requested an update to the item be placed on the next Agenda.

ITEM – 6 – NEW BUSINESS

A. RESOLUTION 2018-13: APPOINTING THE CITIZENS ADVISORY TASK FORCE

City Manager Lippmann advised that one of the requirements of the CDBG process is that the City has to have an appointed Citizen's Advisory Task Force which must have at least 5 people, all of whom must be residents. There is an income provision where 51% of the people must be from low or moderate income households. The CATF meets once or twice a year to consider CDBG projects and to make a recommendation to Council as to which projects to pursue. When the staff went back to people that had previously served, some asked to be relieved. Vice President Wininger noted that the proposed CATF will have 5 members: Betty Fender, Alyssa Monaghan, Albert Fuller, Sr., Richard Roberts, Jr. and Robert Schmidt. President Goodman verified that Resolution 2018-13 will appoint citizens, that the City was required to have 5 and will have a full slate. Councilman Ross moved to appoint those listed in Resolution 2018-13. Vice President Wininger seconded. On vote, the motion carried, 5-0.

B. RESOLUTION 2018-14: APPOINTING ROBERT SCHMIDT TO THE PLANNING AND ZONING COMMISSION

President Goodman introduced the resolution and stated he would like to take the opportunity to be a character witness for Mr. Schmidt. This gentlemen does things all over the City without any fanfare. Councilman Head moved to approve Resolution 2018-14. Councilman Ross seconded. On vote, the motion carried, 5-0. Mr. Schmidt questioned if there would be a Planning and Zoning meeting this month. President Goodman invited Mr. Schmidt to contact City Planner Lodder who would work with him regarding the board, as needed.

C. RESOLUTION 2018-15: APPROVING THE AMERICAN PUBLIC POWER ASSOCIATION MUTUAL AID AGREEMENT

Councilwoman Robinson moved to approve Resolution 2018-15. Vice President Wininger seconded. On vote, the motion carried, 5-0.

ITEM – 7 – PUBLIC PARTICIPATION

Mr. Terry Witt recalled that President Goodman had mentioned concerns about retaliation at the last meeting. He questioned if it had gone away. President Goodman advised that the matter was being investigated internally.

ITEM – 8 – ANNOUNCEMENTS

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

Minutes

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April 3, 2018

City Clerk Taylor reminded the members about the retirement recognition for Mayor Hethcoat and the Investiture Ceremony upcoming on April 5th and April 10th, respectively.

City Attorney Koberlein requested the members resend any messages sent of the past two weeks. He advised he had experienced some server issues.

City Manager Lippmann advised that the City received a code enforcement fine payment of \$4,800. The property went to hearing in December, came into compliance in March and the fine was paid. He noted the property behind the car wash has been sold. A building permit application from Armstrong Homes has been submitted to build starter homes on that property. They are submitting for the first of 12 homes.

Councilman Head stated his appreciation for Mayor Hethcoat's service to the community. Vice President Wininger stated she is hosting a Town Hall a week from Thursday at 7 pm in the temporary Council room. The purpose is to entertain the normal questions and answers but also to determine if there are people in the community that need help and those who are in violation that need help. She stated her hope that they would attend so they can start a dialogue to see if neighbor can help neighbor.

Mayor Hethcoat thanked everyone and stated it has been his pleasure to serve. He enjoyed it, is going to miss it and miss everyone. He stated he will look for those remaining to work together to accomplish great things.

ITEM – 9 – ADJOURNMENT

President Goodman declared the meeting adjourned at 8:48 pm.

Charles Goodman, Council President

Frances V. Taylor, City Clerk

Minutes of the City Council meeting may be obtained from the City Clerk's office. The minutes are recorded, but not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be borne by the requesting party.

In accordance with Section 286.0105, Florida Statutes, notice is given that if a person wishes to appeal a decision made by the City Council with respect to any matter considered at this meeting they will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the Mayor through the City Clerk's office no later than 5:00 P.M. on the day prior to the meeting.

**CITY OF WILLISTON, FLORIDA
INVESTITURE CEREMONY
MINUTES**

DATE: TUESDAY, APRIL 10, 2018
TIME: 7:00 P.M.
PLACE: WILLISTON CITY COUNCIL ROOM
(TEMPORARILY LOCATED AT 427 W. NOBLE AVENUE)

CALL TO ORDER

ROLL CALL

MEMBERS:

Mayor Jerry Robinson
President Nancy Winger
Vice-President Marguerite Robinson
Councilman Charles Goodman
Councilman Justin Head
Councilman Elihu Ross

OTHERS:

City Manager Scott Lippmann
City Clerk Frances Taylor
City Attorney Fred Koberlein
Mayor Emeritus R. Gerald Hethcoat

OPENING PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Hethcoat led in prayer and the Pledge of Allegiance to the American flag.

ITEM – 1 – CONSENT AGENDA: CITY COUNCIL PROCLAMATION

Vice President Winger moved to approve the Consent Agenda. Councilwoman Robinson and Councilman Ross seconded. On vote, the motion carried, unanimously, 5-0.

ITEM – 2 – POLICE OFFICER OATH: SWEARING IN OF WILLISTON POLICE OFFICER
DOREEN CASOLO BY MAYOR R. GERALD HETHCOAT

Mayor R. Gerald Hethcoat conducted a swearing in of Williston Police Officer Doreen Casolo.

ITEM – 3 – OATH OF OFFICE: JUDGE JAMES T. BROWNING ADMINISTERS OATH OF OFFICE
TO MAYOR-ELECT JERRY ROBINSON, COUNCILMAN CHARLES GOODMAN AND
COUNCILWOMAN NANCY WININGER

Judge Browning conducted a swearing in of Councilwoman Nancy Winger, Councilman Charles Goodman and Mayor Jerry Robinson to Council, individually.

ITEM – 4 – PRESENTATION OF CITY COUNCIL PROCLAMATION

Mayor Robinson presented a proclamation, declaring R. Gerald Hethcoat as Williston Mayor Emeritus and recognizing him for over 40 years of dedicated service to the community.

ITEM – 5 – ELECTION OF COUNCIL PRESIDENT – MAYOR PRESIDING

Councilman Goodman passed the gavel to Mayor Robinson for the election for Council President. Mayor Robinson opened the floor for nominations. Councilman Goodman nominated Councilwoman Winger for Council President. Councilwoman Robinson seconded. On vote, the motion carried unanimously, 5-0. President Winger stated that she had received a promotion at work years ago and commented of the departing employee that she had big shoes to fill. Her supervisor stated to her that she was not hired to fill the prior employee's shoes, but to fill her own. She expressed appreciation to Councilman Goodman for his mentoring and three years of service as Council President. She stated she was looking forward to working with the Council in this capacity and thanked members for their confidence and trust.

CITY OF WILLISTON, FLORIDA
CITY COUNCIL MEETING

Minutes

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April 10, 2018

ITEM – 6 – ELECTION OF COUNCIL VICE PRESIDENT – COUNCIL PRESIDENT PRESIDING

President Wininger opened the floor for nominations of Council Vice President. Councilman Goodman nominated Councilwoman Robinson. Councilman Head seconded. The motion carried by unanimous consent of the members.

ITEM – 7 – ADJOURNMENT

The meeting was adjourned at 7:17 pm.

Nancy Wininger, Council President

Frances V. Taylor, City Clerk

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.

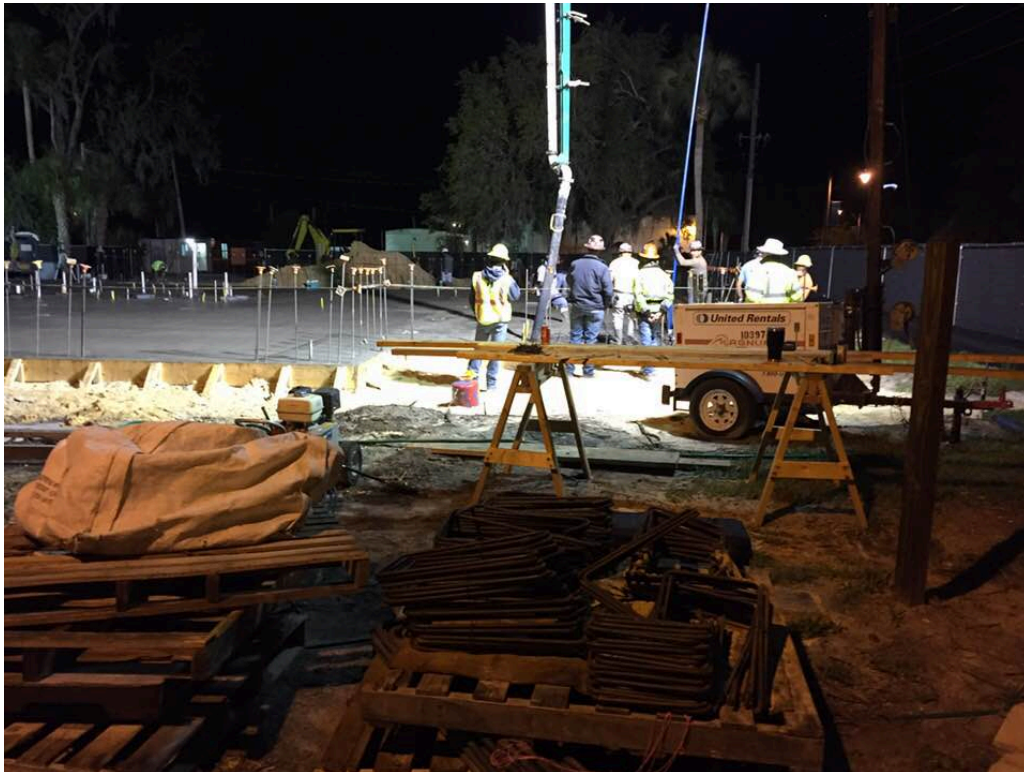
In accordance with Section 286.0105, Florida Statutes, notice is given that if a person wishes to appeal a decision made by the City Council with respect to any matter considered at this meeting they will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record 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.

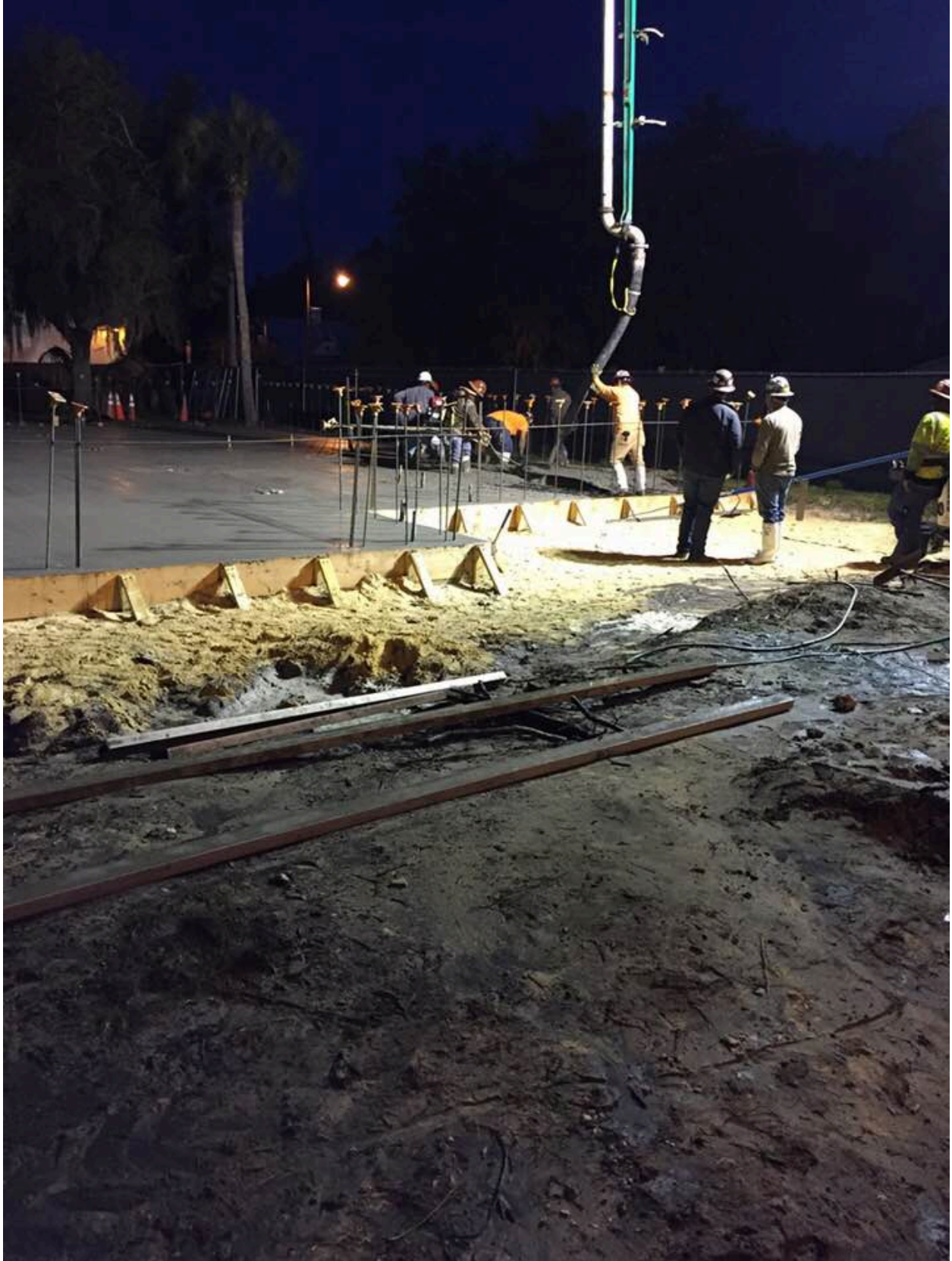


















Slab poured Thursday, 4/12. Will cure until Thursday or Friday next week (19th or 20th). In the meantime, steel reinforcing for the walls will be going up and preparation for pouring the ICF walls will continue. Once the slab is fully cured, the ICF walls will begin to be formed and erected.

To date (grade beams and slab), 50 tons of reinforcing steel (rebar) are in place and over 530 cubic yards of concrete have been poured.

Photos show the grade beam preparation and the slab being poured. Photo credits: Scott Lippmann (grade beams) and Charles Goodman (slab).

Date: April 17, 2018

COUNCIL AGENDA ITEM

DISCUSSION: CITY OF WILLISTON HUMAN RESOURCES MANUAL UPDATE

REQUESTED BY: COUNCIL AND STAFF

PREPARED BY: CITY CLERK

BACKGROUND / DESCRIPTION: On April 3, 2018, the City Council discussed the process for updating the City of Williston Human Resources Manual. A clear method for this process was not established at the time. However, members have addressed their questions individually and directly with the City Manager and City Clerk. Upon discussion among management, the City Clerk and City Manager have agreed that a productive way to proceed would be to issue a final polished draft to the members prior to the next Council meeting. Members would then take one month to conduct a review. Upon completion of the one month time frame, the item will be placed back on the Agenda. Upon discussion at the Council meeting that follows, the requested changes can be submitted to the City Clerk. The City Clerk will then compile all input and present the manual to Council at the next meeting for a final approval. The finished product will then be submitted for a legal review to the appropriate professional.

LEGAL REVIEW: N/A

FISCAL IMPACTS: Cost of professional legal review.

RECOMMENDED ACTION: Establish the above process for update of the City of Williston Human Resources Manual.

ATTACHMENTS:

CONTRACT **RESOLUTIONS** **MAP**
 LEASE **OTHER DOCUMENTS**

CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED

COUNCIL ACTION:

APPROVED

DENIED

Danny Wallace

From: Manning, Rebecca - RD, Ocala, FL <rebecca.manning@fl.usda.gov>
Sent: Friday, December 29, 2017 10:00 AM
To: Danny Wallace; Lamar Stegall
Subject: Fire Truck Grant
Attachments: Scan_2017-12-29-093721.pdf; Guide 09 Certificate of Public Meeting.doc; CF Public Meeting Info.pdf; 1942-54willistonfiretruck.pdf; 400-1.pdf; 400-4.pdf; AD1047.pdf; AD1049.pdf; sf424williston.pdf; SF424b.pdf; Williston City Of_RD1942-47.pdf

Danny,

Please find the attached AD 622, Notice of Pre-application Review Action. The City at this time may complete a full application in the amount of \$204,000.00. Please note that this funding is contingent on receipt of the FY 2018 State of Florida Community Facility Grant allocation.

I have attached all the forms that are needed. Please complete these forms and have them signed by the appropriate persons. We will need the originals mailed back to this office.

The City will also be required to hold a public meeting. I have attached the criteria for advertising. The advertisement must be published 10 days prior to the meeting, please make sure that the meeting is held on the 11th day after publication or after. We will need a copy of the publication, the newspaper affidavit, minutes of the meeting (draft is fine) and the Guide 9.

If you have any questions, please let me know.

Thank you and Happy New Year.

Rebecca S. Manning
Area Specialist | Ocala Area Office
Rural Development
United States Department of Agriculture
2441 NE 3rd Street, Suite 204-1 | Ocala, FL 34470
Phone: (352) 414-7817 | Fax: (855) 474-6990
www.rd.usda.gov/fl | "Committed to the future of rural communities"

Stay Connected with USDA:

USDA is an equal opportunity provider, employer and lender.

-----Original Message-----

From: Manning, Rebecca - RD, Ocala, FL
Sent: Friday, December 29, 2017 9:37 AM
To: Manning, Rebecca - RD, Ocala, FL <rebecca.manning@fl.usda.gov>; Manning, Rebecca - RD, Ocala, FL <rebecca.manning@fl.usda.gov>
Subject: Scan Job from MPS MFP

Please See Attachment

This electronic message contains information generated by the USDA solely for the intended recipients. Any unauthorized interception of this message or the use or disclosure of the information it contains may violate the law and subject the violator to civil or criminal penalties. If you believe you have received this message in error, please notify the sender and delete the email immediately.

Total Control Panel

[Login](#)

To: wallaced@willistonfire.org

[Remove](#) this sender from my allow list

From: rebecca.manning@fl.usda.gov

You received this message because the sender is on your allow list.

U.S. DEPARTMENT OF AGRICULTURE
**NOTICE OF PREAPPLICATION REVIEW
 ACTION**

From: USDA Rural Development
 (Department, bureau, or establishment)

Agency Number _____

To: City of Williston
5 SW 1st Avenue
Williston, FL 32696-0160

Reference Your Preapplication
 Number _____

Dated: 12-29-2017

1. We have reviewed your preapplication for Federal assistance under _____ CF Program _____ and have determined that your proposal is:

- eligible for funding by this agency and can compete with similar applications from other grantees.
- eligible but does not have the priority necessary for further consideration at this time.
- not eligible for funding by this agency.

2. Therefore, we suggest that You:

- file a formal application with us by (date) 02-28-2018
- file an application with _____ (Suggested Federal agency).
- find other means of funding this project.

3. Based upon the funds available for this program over the last two fiscal years and the number of applications reviewed, or pending, we anticipate that funds for which you are competing will be available after (month, year) 10/2018.

4. You requested \$ 204,000.00 Federal funding in your preapplication form, and we:
 are agreeable to consideration of approximately this amount in the formal application.
 will need to analyze the amount requested in more detail.

5. A preapplication conference will be _____ necessary not necessary. We are recommending that it be held at _____, on _____, at _____ a.m./p.m. Please contact the undersigned for confirmation.

6. Enclosures: Forms _____ Instructions _____ Other (Specify) _____

7. Other Remarks:

Funding is subject to receipt of the FY 2018 State of Florida Community Facility Grant Allocation.

Rebecca S

Signature	Title	Date
<i>Rebecca S</i>	Area Director	12-29-2017
Organizational Unit	Administrative Office	Telephone Number
USDA RD	Ocala Area Office	(352) 414-7817

Address 2441 NE 3rd Street, Suite 204-1
Ocala, Florida 34470

NOTE: This form will be used by Federal agencies to inform applicants of the results of a review of their preapplication request for Federal assistance. When the review cannot be performed within 45 days, the applicant shall be informed by letter as to when the review will be completed. When Federal agencies determine that the proposal is not eligible for Federal assistance, specific reasons should be provided in Item 7 Other Remarks.

FORM AD 622 (12-72)



December 29, 2017

ATTACHMENT TO FORM AD-622

**City of Williston
CF Program Application
Purchase Fire Truck**

The action taken herein is based upon representations made in your preliminary application materials. Any changes, including but not limited to changes in cost, size, or scope of services, sources of funds, etc., may adversely affect this decision and must be reported to and approved by USDA Rural Development in writing. Any changes not approved by USDA Rural Development will be cause for USDA Rural Development to discontinue processing your request for services. All applicants requesting changes will be required to give full justification for each change, and if USDA Rural Development approval is not given, written reasons will be given with a 30-day negotiation period to resolve the differences.

This action should not be misconstrued as a reservation of funds, the availability of funds, or loan approval.

Grant processing will continue based upon a grant not to exceed the amount specified on this Form AD-622 and will be in accordance with the requirements contained and referenced in RD Instruction 3570-B.

If a complete application has not been submitted to USDA Rural Development by the date specified on the face of form AD-622, USDA Rural Development reserves the right to discontinue processing your grant request with 30 days written notice. If a longer time frame to develop your application is necessary, you should submit a request in writing with specific reasons why a longer time frame is required with a projected date to accomplish such action. Failure to submit a complete application, or request a longer time frame, will be considered a lack of interest on your part and a request to withdraw the pre-application. Continued processing after such withdrawal, would require a new pre-application to be submitted, rated and ranked without regard to previous processing priorities.

**Rural Development • Ocala Area Office
2441 NE 3rd Street, Suite 204-1, Ocala, FL 34470
Voice (352)732-9796 • Fax 855-474-6990**

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint form AD -3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866)632-9992. Submit your completed form or letter to USDA by mail at U.S. Department of Agriculture, Office of the Assistant Secretary of Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; by fax at (202)690-7442 or by email at program.intake@usda.gov

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Page Two
City of Williston
Attachment to AD-622

You are advised against taking any actions or incurring any obligations which would either limit the range of alternatives to be considered or which would have an adverse effect on the environment. Satisfactory completion of the environmental review process in accordance with RD Instruction 1940-G must occur prior to loan approval. The issuance of this notice does not constitute site approval, if applicable.

The following items must be completed and submitted to USDA Rural Development for review/approval:

FL Guide 9, Certificate of Public Meeting

Form SF 424, Application for Federal Assistance ✓

Form RD 1942-54, Applicant's Feasibility Report

Form RD 1942-47, Loan Resolution

Form RD 400-1, Equal Opportunity Agreement

Form RD 400-4, Assurance Agreement

Letter from City giving evidence of the \$204,000.00 contribution

Form AD 1049, Certification Regarding Drug Free.....

Form AD 1047, Certification Regarding Debarment.....

CERTIFICATE OF PUBLIC MEETING

This is to certify that City of Williston conducted a public Public meeting on April 17, 2018 at Williston City Hall Council Chambers to Give the citizens an opportunity to become acquainted with the proposed Purchase New Fire Truck using a USDA grant and to comment on such items as economic and environmental impacts, service area, alternatives to the project and other matters of concern. I further certify that notice of the meeting was published in a newspaper of general circulation in the service area, a notice was posted in this organization's principal office and a copy of the notice was furnished in the Rural Development office in Ocala, FL.

A copy of the published notice and minutes of the public meeting are attached hereto.

City of Williston
Name of Organization

By: _____

Title

Attest: _____
Name and Title

PUBLIC NOTICE
Notice of Public Meeting
Re: USDA Rural Development Grant Application

Notice of Public Meeting for comments will be held to review the City of Williston's plan to file an application for Federal Assistance for the purchase of Fire Truck and related equipment with the USDA, Rural Development Community Facilities Grant Program. The public meeting will be held on at 7 pm on Tuesday, April 17, 2018 in the City Council Chambers located at 427 W Noble Ave, Williston, Florida.

PUBLIC INFORMATION REQUIREMENTS
Community Facilities Projects

PUBLIC MEETING

After submitting a pre-application to Rural Development, but before loan or grant approval, the applicant must also hold at least one public information meeting to allow the citizenry an opportunity to become acquainted with the proposed project. The applicant must publish a notice of the meeting in a newspaper of general circulation in the service area at least 10 days prior to the date of the meeting. The applicant must also post a public notice at its principle office and notify Rural Development of the meeting. Where possible, publishing can be combined to integrate the different public awareness information and environmental review processes. A copy of the published notice and the minutes of the public meeting must be provided to Rural Development.

SAMPLE NOTICE

Notice that a public meeting for comments will be held to review Organization's Name plan to file an application for Federal Assistance for Identified Project with the USDA Rural Development Community Facilities Loan and/or Grant program. The public meeting will be held at Time on Date at Location.

APPLICANT'S FEASIBILITY REPORT

1. **Existing Facility.** Briefly describe what facilities you currently have or how service is currently provided.

2. **Proposed Facility.** Describe what you want to purchase or construct. Indicate what the facility will be used for, approximate size, and expected method of procurement. For buildings indicate location, basic materials or type of construction, and attach a sketch or working drawings. For items of major equipment, indicate new or used, existing or custom-built, and any special features.

3. **Need for the Facility.** Indicate why the proposed facility is needed.

4. **Service Area.** Indicate what area the proposed facility will serve and, if known, the population or number of families served.

City of Williston
Population 2,768
MHI \$26,162

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to U.S. Department of Agriculture, Clearance Officer, OIRM AG Box 7630, Washington, D. C. 20250; and to the Office Management and Budget, Paperwork Reduction Project (OMB No. 0575-0120), Washington, D. C. 20503. Please DO NOT RETURN this form to this address. Forward to the local USDA office only.

5. Cost Estimate.

Development and construction.....	\$ _____
Land and rights.....	_____
Legal fees.....	_____
Architect and Engineer.....	_____
Equipment.....	_____
Refinancing.....	_____
Other (describe)	_____
Total.....	<u>\$408,000.00</u>

6. Income. List the sources and estimate the amount of expected revenue for a typical year.

7. Other Funds. List the sources and amount of funds that may be available other than from USDA, to fund part of the project (such as applicant's contributions, commercial loans, or loans or grants from other government agencies).

Applicant contribution \$204,000

8. Operating History. If you have operated a similar facility, attach audits, financial statements, or lists of income and expenses for the past five years.

9. Signature and Title of Applicant Official	Date
--	------

EQUAL OPPORTUNITY AGREEMENT

This agreement, dated _____ between
City of Williston - Fire Truck

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited, to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary, that will furnish USDA and the Secretary such information such as , but not limited to, Form AD-560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to such Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

Recipient

Recipient

(CORPORATE SEAL)

City of Williston

Name of Corporate Recipient

Attest:

Secretary

By _____
President

USDA
Form RD 400-4
(Rev. 06-10)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

FORM APPROVED
OMB No. 0575-0018
OMB No. 0570-0062

The City of Williston - Fire Truck

(name of recipient)

5 SW 1st Avenue, Williston, FL 32696

(address)

("Recipient" herein) hereby assures the U. S. Department of Agriculture that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et. seq.), 7 CFR Part 15, and Rural Housing Service, Rural Business-Cooperative Service, Rural Utilities Service, Risk Management Agency, or the Farm Service Agency, (hereafter known as the "Agency") regulations promulgated thereunder, 7 C.F.R. § 1901.202. In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance (as such term is defined in 7 C.F.R. § 15.2) no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

1. Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.

2. Recipient shall:

- (a) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain our/my compliance with this agreement and the regulations.
- (b) Permit access by authorized employees of the Agency or the U.S. Department of Agriculture during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
- (c) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Agency or the U. S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.

3. The obligations of this agreement shall continue:

- (a) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the Recipient retains ownership or possession of the property, whichever is longer.
- (b) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
- (c) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.

4. Upon any breach or violation this agreement the Government may, at its option:

- (a) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
- (b) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, City of Williston on this _____
(name of recipient)

date HAS caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

Recipient

Date

Attest: _____

Title

Title

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0570-0018 and 0570-0062. The time required to complete this information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

City of Williston
Organization Name

Fire Truck Purchase
PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD- 1047 (1/92)

Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING
DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS)
ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Section 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C.701 et seq.), 7 CFR Part 3017. Subpart F, Section 3017.600, Purpose. The January 13, 1989, regulations were amended and published as Part 11 of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 3)

Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about -
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position

AD-1049 (REV 5/90)

title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Check If there are workplaces on file that are not identified here.

City of Williston

Fire Truck Purchase

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

AD-1049 (REV 5/90)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2.
2. The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace - requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s). If it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or States criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g. volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces)

AD-1049 (REV 5/90)

APPLICATION FOR FEDERAL ASSISTANCE

Version 7/03

1. TYPE OF SUBMISSION: Application		<input type="checkbox"/> Pre-application	2. DATE SUBMITTED	Applicant Identifier
<input type="checkbox"/> Construction		<input type="checkbox"/> Construction	3. DATE RECEIVED BY STATE	State Application Identifier
<input checked="" type="checkbox"/> Non-Construction		<input checked="" type="checkbox"/> Non-Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION				
Legal Name:		Organizational Unit:		
City of Williston		Department: Fire Department		
Organizational DUNS: 010826352		Division:		
Address:		Name and telephone number of person to be contacted on matters involving this application (give area code)		
Street: 5 SW 1st Avenue		Prefix:	First Name: Lamar	
City: Williston		Middle Name		
County: Levy		Last Name Stegall		
State: Florida	Zip Code 32696	Suffix:		
Country: USA		Email: stegall@willistonfire.org		
6. EMPLOYER IDENTIFICATION NUMBER (EIN):		Phone Number (give area code)	Fax Number (give area code)	
59-6000451		352-528-5003	352-528-9520	
8. TYPE OF APPLICATION:		7. TYPE OF APPLICANT: (See back of form for Application Types)		
<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		C - Municipal		
If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.)		Other (specify)		
Other (specify)		9. NAME OF FEDERAL AGENCY: USDA Rural Development		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:		
TITLE (Name of Program): Community Facilities Loan		purchase new fire truck		
10-766				
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):				
Williston, Levy County, Florida				
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF:		
Start Date:	Ending Date:	a. Applicant 3	b. Project 3	
15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal	\$ 204,000.00	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON		
b. Applicant	\$ 204,000.00	DATE:		
c. State	\$.00	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372		
d. Local	\$.00	<input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
e. Other	\$.00	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
f. Program Income	\$.00	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input type="checkbox"/> No		
g. TOTAL	\$ 408,000.00			
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.				
a. Authorized Representative				
Prefix Mr.	First Name Scott	Middle Name		
Last Name Lippman			Suffix	
b. Title City Manager			c. Telephone Number (give area code) 352-529-0148	
d. Signature of Authorized Representative			e. Date Signed	

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Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre-applications and applications submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item:	Entry:	Item:	Entry:																
1.	Select Type of Submission.	11.	Enter a brief descriptive title of the project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For preapplications, use a separate sheet to provide a summary description of this project.																
2.	Date application submitted to Federal agency (or State if applicable) and applicant's control number (if applicable).	12.	List only the largest political entities affected (e.g., State, counties, cities).																
3.	State use only (if applicable).	13.	Enter the proposed start date and end date of the project.																
4.	Enter Date Received by Federal Agency Federal identifier number: If this application is a continuation or revision to an existing award, enter the present Federal Identifier number. If for a new project, leave blank.	14.	List the applicant's Congressional District and any District(s) affected by the program or project																
5.	Enter legal name of applicant, name of primary organizational unit (including division, if applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, e-mail and fax of the person to contact on matters related to this application.	15.	Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.																
6.	Enter Employer Identification Number (EIN) as assigned by the Internal Revenue Service.	16.	Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.																
7.	Select the appropriate letter in the space provided. <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. State</td> <td style="width: 50%;">I. State Controlled</td> </tr> <tr> <td>B. County</td> <td>Institution of Higher Learning</td> </tr> <tr> <td>C. Municipal</td> <td>J. Private University</td> </tr> <tr> <td>D. Township</td> <td>K. Indian Tribe</td> </tr> <tr> <td>E. Interstate</td> <td>L. Individual</td> </tr> <tr> <td>F. Intermunicipal</td> <td>M. Profit Organization</td> </tr> <tr> <td>G. Special District</td> <td>N. Other (Specify)</td> </tr> <tr> <td>H. Independent School District</td> <td>O. Not for Profit Organization</td> </tr> </table>	A. State	I. State Controlled	B. County	Institution of Higher Learning	C. Municipal	J. Private University	D. Township	K. Indian Tribe	E. Interstate	L. Individual	F. Intermunicipal	M. Profit Organization	G. Special District	N. Other (Specify)	H. Independent School District	O. Not for Profit Organization	17.	This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
A. State	I. State Controlled																		
B. County	Institution of Higher Learning																		
C. Municipal	J. Private University																		
D. Township	K. Indian Tribe																		
E. Interstate	L. Individual																		
F. Intermunicipal	M. Profit Organization																		
G. Special District	N. Other (Specify)																		
H. Independent School District	O. Not for Profit Organization																		
8.	Select the type from the following list: <ul style="list-style-type: none"> • "New" means a new assistance award. • "Continuation" means an extension for an additional funding/budget period for a project with a projected completion date. • "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision enter the appropriate letter: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">A. Increase Award</td> <td style="width: 50%;">B. Decrease Award</td> </tr> <tr> <td>C. Increase Duration</td> <td>D. Decrease Duration</td> </tr> </table> 	A. Increase Award	B. Decrease Award	C. Increase Duration	D. Decrease Duration	18.	To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)												
A. Increase Award	B. Decrease Award																		
C. Increase Duration	D. Decrease Duration																		
9.	Name of Federal agency from which assistance is being requested with this application.																		
10.	Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.																		

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED	
City of Williston		January 23, 2018	

Standard Form 424B (Rev. 7-97) Back

LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE _____
OF THE Williston, City Of
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING
A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS
Fire Truck Purchase
FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the Williston, City Of
(Public Body)
(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of
ZERO (\$0.00)

pursuant to the provisions of _____; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as _____ of the Williston, City Of _____
 hereby certify that the _____ of such Association is composed of
 _____ members, of whom _____, constituting a quorum, were present at a meeting thereof duly called and
 held on the _____ day of _____, _____; and that the foregoing resolution was adopted at such meeting
 by the vote shown above. I further certify that as of _____, the date of closing of the loan from the Government, said resolution
 remains in effect and has not been rescinded or amended in any way.

Dated, this _____ day of _____, _____.

 Title _____

COUNCIL AGENDA ITEM

TOPIC:

RESOLUTION 2018-18: AUTHORIZING REAPPOINTMENT OF CITIZEN DEBRA JONES TO PLANNING AND ZONING COMMISSION

REQUESTED BY: STAFF

PREPARED BY: Alyssa Monaghan

BACKGROUND / DESCRIPTION:

The Seat currently held by Debra Jones on the Planning and Zoning Commission is set to expire as of September 30, 2017. This resolution would authorize the reappointment of Debra Jones to the Planning and Zoning Commission for an additional 3 years, starting October 1, 2017 and ending September 30, 2020.

LEGAL: REVIEW: NA

FISCAL IMPACTS: None

RECOMMENDED ACTION:

ADOPT RESOLUTION 2018-18 AUTHORIZING RE-APPOINTMENT OF CITIZEN DEBRA JONES TO THE PLANNING AND ZONING COMMISSION

ATTACHMENTS:

CONTRACT RESOLUTION MAP
 LEASE OTHER DOCUMENTS

CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED

COUNCIL ACTION:

APPROVED
 DENIED

RESOLUTION NUMBER 2018-18

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, RE- APPOINTING DEBRA JONES TO THE CITY OF WILLISTON PLANNING AND ZONING COMMISSION FOR A TERM BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2020

WHEREAS, the Williston City Council wishes to appoint Debra Jones to the City of Williston's Planning and Zoning Commission.

WHEREAS, the Williston City Council has stated that this appointment shall last for a term beginning October 1, 2017 and ending September 30, 2020.

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

Section 1. APPOINTED. This Resolution appoints Debra Jones to the City of Williston Planning and Zoning Commission for a term beginning October 1, 2017 and ending September 30, 2020.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

PASSED AND ADOPTED this 17th day of April 2018.

CITY COUNCIL

CITY OF WILLISTON, FLORIDA
Nancy Winger, President City Council

ATTEST:

Frances V. Taylor, City Clerk

COUNCIL AGENDA ITEM

TOPIC:

RESOLUTION 2018-19: AUTHORIZING REAPPOINTMENT OF CITIZEN ART NUSSEL SR TO PLANNING AND ZONING COMMISSION

REQUESTED BY: STAFF

PREPARED BY: Alyssa Monaghan

BACKGROUND / DESCRIPTION:

The Seat currently held by Art Nussel Sr on the Planning and Zoning Commission is set to expire as of September 30, 2017. This resolution would authorize the reappointment of Art Nussel Sr to the Planning and Zoning Commission for an additional 3 years, starting October 1, 2017 and ending September 30, 2020.

LEGAL REVIEW: NA

FISCAL IMPACTS: None

RECOMMENDED ACTION:

ADOPT RESOLUTION 2018-19 AUTHORIZING RE-APPOINTMENT OF CITIZEN ART NUSSEL SR TO THE PLANNING AND ZONING COMMISSION

ATTACHMENTS:

CONTRACT RESOLUTION MAP

LEASE OTHER DOCUMENTS

CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED

COUNCIL ACTION:

APPROVED

DENIED

RESOLUTION NUMBER 2018-19

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, RE- APPOINTING ART NUSSEL SR TO THE CITY OF WILLISTON PLANNING AND ZONING COMMISSION FOR A TERM BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2020

WHEREAS, the Williston City Council wishes to appoint Art Nussel Sr to the City of Williston's Planning and Zoning Commission.

WHEREAS, the Williston City Council has stated that this appointment shall last for a term beginning October 1, 2017 and ending September 30, 2020.

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

Section 1. APPOINTED. This Resolution appoints Art Nussel Sr to the City of Williston Planning and Zoning Commission for a term beginning October 1, 2017 and ending September 30, 2020.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

PASSED AND ADOPTED this 17th day of April 2018.

CITY COUNCIL

CITY OF WILLISTON, FLORIDA
Nancy Wininger, President City Council

ATTEST:

Frances V. Taylor, City Clerk

Date: April 17, 2018

COUNCIL AGENDA ITEM

TOPIC: Union contract between the City and AFSCME

REQUESTED BY: SCOTT LIPPMANN

PREPARED BY: SCOTT LIPPMANN

BACKGROUND / DESCRIPTION: The American Federation of State County and Municipal Employees (AFSCME) and the City have negotiated a contract covering the 2017-2018 year.

Two changes to the prior contract were made:

1. Article 17 – which reflects the 3% increase to wages approved by the City Council during the budget development process.
2. Article 3 – which grants the union the right to provide printed materials regarding union membership as part of the new employee orientation process. In addition, the union may, with prior approval, conduct meetings to introduce employees to union membership.

LEGAL REVIEW:

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

RESOLUTION 2018 - 20

A RESOLUTION OF THE CITY OF WILLISTON, LEVY COUNTY, FLORIDA, APPROVING THE AFSCME (AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES) GENERAL EMPLOYEES UNION CONTRACT.

WHEREAS, the City and AFSCME have negotiated a new contract between the City and its general employees; and

WHEREAS, the City and AFSCME have agreed on all points of the contract; and,

WHEREAS, AFSCME has signed the contract.

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

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

SECTION 2. The City Council hereby ratifies the contract between the City and AFSCME, and authorizes the City Council President to sign the contract on behalf of the City.

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

PASSED AND ADOPTED on April 17, 2018.

CITY OF WILLISTON, FLORIDA

Nancy Wininger, President
Williston City Council

ATTEST: Frances V. Taylor
City Clerk

COLLECTIVE BARGAINING AGREEMENT

CITY OF WILLISTON AND AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES

October 1, 2017 – September 30, 2018



The Public Is Our Special Interest

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Preamble

This agreement is entered into between the City of Williston ("Employer") and AFSCME Florida Council 79 ("Union").

The intent of the parties and purpose of this Agreement is to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours, and other terms and conditions of employment.

There are and shall be no individual arrangements contrary to the terms herein provided. It is mutually understood and declared to be the public policy of the Employer and the Union to promote harmonious and cooperative relationships between the Employer and its employees, and to protect the public, assuring at all times the orderly and uninterrupted operations and functions of government

The Union agrees to support Federal, State and local laws requiring affirmative action to ensure equal employment opportunity.

Article 1- Union Recognition

Pursuant to, and in accordance with, all applicable provisions of Chapter 447, Florida Statutes, the Employer recognizes the Union as the exclusive collective bargaining representative for those Employees in the defined bargaining unit for the purpose of bargaining collectively in the determination of the wages, hours, and terms and conditions of the public employees within the bargaining unit covered by PERC certification number 1657, issued February 8, 2008.

Article 2 - Management Rights

2.1 It is the right of the City to determine unilaterally the purpose(s) of each of its constituent departments; to set standards of services to be offered to the public; and, to exercise discretion and control over its organization and operations. The Union expressly recognizes the City's sole and exclusive right to manage and direct the employees of the City.

2.2 The Union recognizes that all statutory and inherent managerial rights, prerogatives and functions are retained and invested exclusively in the City except as expressly modified or restricted by specific provisions of this Agreement.

The Union recognizes that the City has the sole and exclusive rights, powers, authority, judgment and discretion, including, but not limited to, the following:

- A. To determine the organization of City government;
- B. To determine the purpose of each of its constituent departments or subdivisions;
- C. To exercise control and direction over the organization and efficiency of the operation of the City;
- D. To set standards of productivity and for the service to be rendered;
- E. To manage and direct the employees of the City;
- F. To hire employees, determine their qualifications, assign and direct their work, to classify, transfer, promote, train, schedule, retain, lay-off, recall, and retire employees;
- G. To reprimand, suspend, demote, discharge, or otherwise discipline employees;
- H. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of the lack of work, funds or other legislative reasons that are not in conflict with this Agreement;
- I. To determine the location, methods, means and personnel by which operations are to be conducted;
- J. To determine the number of employees to be employed by the City;
- K. To establish, change, modify, expand, reduce, alter, combine, transfer, assign or cease any job, department, operation, service or project;

- L. To establish, change or modify duties, tasks, responsibilities or requirements within the job description in the interest of efficiency, economy, technological change, or operation requirements;
- M. To establish implement and maintain an effective internal security practice;
- N. To set dress code and uniform standards;
- O. To set the starting and stopping time and to schedule the number of hours and shifts to be worked;
- P. To approve or disapprove time off from work or leave without pay;
- Q. To use independent contractors to perform work or services, to subcontract, contract out, close down or relocate the City's operations or portions thereof;
- R. To control and regulate the use of City machinery, facilities, equipment and other property of the City;
- S. To establish, change, combine, or modify the duties, tasks, responsibilities or requirements within the job descriptions, policies, and rules and regulations of the City; and,
- T. To promulgate and enforce the City's personnel manual.

2.3 The City's failure to exercise any right, prerogative, or function, hereby reserved to it, or the City's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the City's right to exercise such right, prerogative or function or preclude from exercising the same in some other way not in conflict with the express provisions of this Agreement.

2.4 The above rights of the City are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity of management. Any rights, powers and authority the City had prior to entering into this agreement are retained by the City, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the City has not expressly modified or restricted by specific provisions of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

2.5 If in the discretion of the Mayor, and/or his designee, it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions or what is judged to be a public danger or emergency, the provisions of this Agreement may be suspended by the Mayor and/or his designee during the time of the declared emergency provided that the wage rates and monetary fringe benefits shall not be suspended.

Article 3 - Employee Rights

3.1 The parties agree not to interfere with the right of any eligible employee to become a member of the Union, withdraw from membership in the Union or refrain from becoming a member of the Union. Further, the Employer agrees to distribute a packet of written information, created by the Union, to all Employees at the time of employee orientation. If the Union wishes to make a face-to-face presentation to new employees, the Employer requires that the Union arranges a mutually agreeable time and location with the employees' department head(s) or supervisor(s).

3.2 There shall be no discrimination by the Employer against any bargaining unit employee because of such individual's race, color, religion, creed, sex, national origin, disability, age or marital status.

3.3 Nothing contained in this Agreement shall foreclose any Employee covered by this Agreement from pursuing any right or remedy, not including arbitration as defined in Article 6 available under this Agreement without representation of the Union. Further, nothing contained in this Agreement shall foreclose any Employee from discussing a non-contract problem directly with his immediate supervisor or other Department Head without the intervention of the Union, provided that the immediate supervisor or other Department Head agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

Article 4- Bulletin Boards

4.1 The City will provide the Union bulletin board space for its exclusive use in the Department. The Union may post notices regarding the Union's meetings, elections and matters relating to the Union's business administration of this Agreement and professional education material. The Union may also provide its own bulletin boards.

4.2 No material, notices or announcements shall be posted which contain anything which adversely reflects upon the City of Williston, its independent agencies, or any labor organization among its Employees. Copies of any material posted shall be initialed by the Union's elected stewards and a copy shall be provided to the City Manager. Any documents posted on the bulletin board which are not initialed may be removed by the City Manager, the Department Head or designated appointee. If the document is removed, the City Manager, Department Head or designated appointee shall notify the Union's elected stewards that the document was removed.

Article 5- Dues Deduction

5.1

- a) Upon receipt of a written authorization form from an Employee covered by this Agreement, the Employer will deduct the appropriate amount of Union dues and uniform assessments from the Employee's pay. This provision will provide for 52 or 26 deductions per year as applicable. The Employer will remit to the Union such sums no later than the tenth (10th) day of each month following such deductions. Changes in the Union membership dues rate will be certified to the Employer in writing over the signature of the authorized officer(s) of the Union, and shall be done at least thirty (30) days in advance of the effective date of such change. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance. On a monthly basis, the City will provide the Union with a report, showing the amount deducted and for whom, to be included with the monthly checks.
- b) Deductions for Union dues and or uniform assessments shall continue until:
 - 1) the Employee revokes their authorization for dues deduction by submitting a signed letter to the Payroll Section revoking such authorization, with a copy to the Union; or,
 - 2) The authorization for dues deduction is revoked pursuant to Section 447.507 Florida Statutes; or,
 - 3) The termination of employment; or,
 - 4) The transfer, promotion or demotion of the Employee out of the bargaining unit;
or,
 - 5) The Union is no longer certified to represent the Employees in the bargaining unit.
- c) Requests for dues deduction or revocation of dues deduction will be processed on the next available payroll.
- d) No deduction shall be made from the pay of any Employee for any payroll period in which the Employee's net earnings for that payroll period are less than the amount of dues to be deducted. Net earnings shall mean earnings after required deductions are made for Federal taxes, Social Security, pensions, credit union, and health and life insurance.
- e) The Union will indemnify, defend and hold the Employer harmless against any claim and against any suit instituted against the Employer on account of any deductions for Union dues or uniform assessments.

Article 6- Grievances and Arbitration Procedure

6.1

- a) For the purpose of this Agreement, a "grievance" is defined as a dispute involving the interpretation or application of this Agreement.
- b) The term "days" as used shall mean calendar days.
- c) The term "employee" shall not include probationary employees.
- d) Time limits may be waived by mutual consent.
- e) Written notification is complete upon mailing in the U.S. Mail to the Employee's last known address listed in the Employer's personnel record maintained by the City. Hand delivery is an acceptable alternative. Service is effective if the Employee is competent to receive same.
- f) Where a grievance is general in nature in that it applies to number of employees rather than a single employee, or if the grievance is directly between the Union and the City, such grievance shall be presented by the Union's representative in writing directly to the City Manager (Step III) within ten (10) days of the occurrence of the events giving rise to the grievance.

6.2 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

6.3 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this article, his grievance shall be considered conclusively abandoned.

6.4 Grievances shall be presented in the following manner:

- a) Step 1: The Employee shall first take up his grievance with his immediate supervisor within fourteen (14) days of the occurrence of the events which gave rise to the grievance or from the date on which the Employee becomes knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time which the Employee was on annual leave, sick leave or other compensated leave, the fourteen (14) day period shall commence running immediately upon the Employee's return from such compensated leave or when an Employee is actually notified of the event(s) which gave rise to the grievance. The first step, between the Employee and his immediate supervisor, shall be on an informal or oral basis and shall not involve the Union or any representative of the Employee, unless requested by the Employee.

- b) Step II: Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced to writing by the Employee and shall next be taken up with the Department Head. Such grievances shall be presented to the Department Head in writing within fourteen (14) days of the date of completion of the Step I meeting. The written grievance must include a concise statement of the facts alleged to support the grievance and shall be written on a grievance form attached to this Agreement as "Appendix A". ("Appendix A" is the AFSCME's standard form.) The Department Head, within fourteen (14) days upon receipt of the grievance, shall schedule a meeting with the Employee and his or her Union representative and render his decision on the grievance in writing, unless a longer period of time is mutually agreed upon.
- c) Step III: Any grievance which cannot be satisfactorily settled with the Department Head shall next be taken up with the City Manager or his designee, either through a representative of the Union and the Employee, or by the Employee himself, at the Employee's option. The grievance as specified in writing in Step II shall be discussed by and between the Employee and/or representative, if represented by the Union, with the City Manager or his designee, within ten (10) days after the completion of Step II. The City Manager, or his designee, within ten (10) days after this discussion (or such longer period of time as is mutually agreed upon) shall render his decision in writing, with a copy to the Union.
- d) Step IV, Arbitration: In the event a grievance processed through the grievance procedure has not been resolved in Step III above, the Union may request that the grievance be submitted to arbitration within thirty (30) days after the City Manager, or his designee, renders a written decision on the grievance. The parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names, from which each party shall have the option within ten (10) days of receipt of striking three (3) names in alternating fashion. The seventh (7th) or remaining name shall be the arbitrator. The parties shall jointly notify the arbitrator of his or her selection. Either party may object to all the names on the list provided the objection is made prior to the commencement of this striking process. If this occurs, the objecting party may request the Director of the Federal Mediation and Conciliation Service furnish another list of arbitrators. The City and the Union shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the hearing and the arbitrator thereafter shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written response presented in Step II and Step III of the grievance procedure. The arbitration proceeding shall be conducted in accordance with the rules of procedure promulgated by the American Arbitration Association and the following provisions:
- 1) The date, time and place of the hearing shall be established by

- consultation between the arbitrator, the Union and the City;
- 2) The arbitrator shall have the jurisdiction and authority to decide whether the imposed disciplinary action covered by the terms of the Agreement was for cause. If the arbitrator determines that disciplinary action covered by this Agreement was imposed for cause, the arbitrator may not alter or modify the severity of the disciplinary action by the City;
 - 3) The arbitrator shall have no authority to modify, amend, add to, subtract from, change or otherwise alter or supplement the terms of this Agreement except the arbitrator may refer to the personnel manual and all police department policies and procedures;
 - 4) The arbitrator shall have no authority to consider or rule upon any matter which is not subject to arbitration or which is not defined as a grievance in this Agreement;
 - 5) The arbitrator may not issue declaratory or advisory opinions and shall confine the decision exclusively to the question presented;
 - 6) The arbitrator may not make any decision limiting or interfering in any way with the powers, duties and responsibilities of the City under the Constitution of the State of Florida and the United States or under any applicable laws and rules and regulations except as such powers, duties and responsibilities have been lawfully abridged, delegated or modified by the express provision of this Agreement;
 - 7) The arbitrator may not make any decision that is based upon any past practices defined in Article 18;
 - 8) The arbitrator's award may not provide for back pay which exceeds the amount of pay the Employee would otherwise have earned at the Employee's regular rate of pay, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of any event giving rise to the grievance under consideration. The arbitrator will offset any back pay by interim earnings which the grievant may have received during the back pay period;
 - 9) Where there is an issue regarding arbitrability, it is understood that that issue will be resolved separate and apart from the merits of the grievance. Issues of arbitrability shall be resolved by the arbitrator prior to the substantive merits of the grievance. Should the matter be found to be arbitrable, the parties may select another arbitrator to consider the substantive merits of the grievance;
 - 10) The fees and expense of the arbitrator shall be borne by the party who does not prevail in the arbitration proceedings. The cost of the transcript of the arbitration proceeding shall be borne by the party requesting it, unless both parties agree that a transcript is necessary, then the cost of the transcript shall be divided equally between the City and the Union. Each party, however, shall be responsible for compensating and paying the expense of its representatives, witnesses and attorneys;
 - 11) Unless mutually waived, copies of the arbitrator's decision shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's decision shall be final and binding on the parties;
 - 12) Consistent with the provisions of the Florida Public Employees Relation Act, Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement be administrated within the amounts agreed to by the City Council for funding the Agreement, and the arbitrator shall have no authority, power or justification to construe any provision of the law, statute,

- ordinance, rule or regulation or provision of this Agreement to result in, obligate or cause the City to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Council for the funding of this Agreement. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void;
- 13) There shall be no reprisals against any of the participants of the grievance procedure set forth in this Article because of their participation.

Article 7 - Discharge and Discipline

7.1 No permanent Employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise disciplined except for just cause, and in no event until the Employee has been furnished with a written statement of the charges and the reasons for such actions. The statement will notify the Employee of their right to grieve the discipline, pursuant to the provisions of Article 6 of this Agreement.

7.2 Any written reprimand shall be furnished to the Employee and shall outline the reason for the reprimand. The Employee will be requested to sign this statement. If the Employee refuses to do so, this refusal shall be noted and placed in the Employee's personnel file. If the Employee signs this statement, such signature shall only acknowledge receipt of a copy of the reprimand and shall not mean that the Employee agrees or disagrees with the reprimand.

The Employee's responding statement, if any, will be attached to the reprimand. The reprimand and the responding statement will be placed in the Employee's personnel file. A written reprimand is not subject to be grieved under this contract.

7.3 After a disciplinary detrimental document has been on file in the Employee's personnel file for a period of twenty four (24) months, that document shall not be used in any adverse way against the Employee, unless the Employee has been written up for the same offense.

7.4 Personnel Records-There shall be only one personnel file for each Employee which shall be maintained in the Human Resources Division unless a different location is approved by the City Clerk. Duplicate personnel files may be established and maintained within an agency.

The Employee affected shall be notified as to the location of all duplicate files pertaining to them. A copy of any documents placed in an Employee's official personnel file that are detrimental to the Employee shall be sent to the Employee. Only those disciplinary actions recorded in an Employee's official personnel file may be used as the basis for progressive discipline. Employees have the right to respond to any material included in their official personnel file. Employees have the right to review their own official personnel file at reasonable times under supervision of the designated records custodian

7.5 Option for Appealing Disciplinary Action:

- a) Any Employee shall have the right to grieve a disciplinary action pursuant to the terms of this Agreement.
- b) An Employee who elects to pursue the grievance procedure provided for in this Agreement shall follow the procedures for filing a grievance outlined in Article 6.

Article 8- Prohibition of Strikes and Lockouts

8.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the Employees or the Union, as defined by Chapter 447, Florida Statutes, and there will be no lockouts by the City for the duration of this Agreement. The Union supports the City fully in maintaining normal operations.

The Union further agrees that its elected officers, agents or representatives, shall to the fullest extent possible, abide by the provisions of this Article and the law by remaining at work during any interruptions by others and to make every effort to compel bargaining unit members to cease their engagement in the activities recited in the preceding paragraph, to return to work and publicly disavow the strike.

8.2 Any Employee who participates in or promotes a strike, work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City and only the question of whether he did in fact participate in order to promote such action shall be subject to grievance and arbitration procedure, unless PERC assumes jurisdiction.

8.3 In the event of a strike, an official Union spokesperson shall promptly and publicly disavow such strike, order the Employees to cease the illegal activity and, if the Employees are not working, order them to return to work. It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of its citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief.

8.4 "Picketing" as used herein shall mean any action which has the effect of preventing or attempting to prevent employees from reporting to or continuing work or preventing the public from entering public facilities.

Article 9- Job Posting

9.1 Whenever a job opening occurs that the Employer intends to fill by examination, the Employer shall publish notice of the examination schedule on all appropriate bulletin boards for ten (10) working days in the case of internal recruitment, and for five days (5) in case of external recruitment.

Employees who wish to apply for the examination must do so in writing within the period provided above.

9.2 The Employer may assign or reassign Employees to temporarily fill job openings. These temporary assignments shall be considered as training assignments by which an Employee may obtain experience that will enable the Employee to qualify for future promotions.

Article 10-Special Meetings

10.1 The City Manager, or their designee, and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that the special meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request, and at a time and place mutually agreeable to the parties. The Union shall have the right at these special meetings to recommend to the City Manager, or their designee, corrections of any inequities known to the Union.

Article 11- Union Activity

11.1 Stewards and Representation

- a) The employees covered by this agreement will be represented by Stewards. A Steward assigned to more than one geographical location will be considered a Roving Steward to function properly under the stewardship procedure. A written list of Stewards and Alternates will be submitted to the Employer, together with the specific areas in which they will function. An Alternate Steward will only become active in the event of the physical absence of the Regular Steward, and upon prior notification by the Union. Alternate Stewards are subject to the same rules and regulations that govern the conduct of Stewards.
- b) The Employer recognizes and shall work with the appropriate Union Stewards and representative of AFSCME Florida Council 79 in matters relating to grievances and interpretation of this contract, including promoting harmonious working relationships.
- c) Union Stewards shall be active employees as designated by AFSCME Florida Council 79 and shall be members of the bargaining unit.
- d) Union representatives and Stewards are subject to the rules of the City of Williston and its independent agencies, as are all other Employees, except as specifically outlined in this Agreement.
- e) While on leave of absence, no Employee shall function as a Union Steward without mutual consent of the Union and the Employer.
- f) A written list of Union Stewards and Officers shall be furnished to the Employer prior to the effective date for their assuming duties of office. AFSCME Florida Council 79 shall notify the Employer promptly of any changes of such Union Stewards. No Union Steward shall perform any Union work unless the Union has complied with the requirements.
- g) A Union Steward shall be granted time off during working hours, without loss of pay, to investigate and settle grievances on the job site which is within their Jurisdiction. The Steward must secure approval from their immediate supervisor prior to performing such duty. The Steward receiving time off under this provision shall record their time before leaving the job and upon returning. When entering the area of a supervisor other than their own, the Steward shall notify the supervisor of their presence and purpose.

A Steward shall only be granted time off under this provision when requested by an Employee in the bargaining unit for assistance with a grievance. Stewards may receive and discuss grievances of Employees on the premises or in the field during working hours to the extent that such discussions do not interfere with the work of

other Employees. Union Stewards shall not conduct any grievance work on overtime or holiday time except in emergency situations. It is acknowledged that only one (1) Steward will work on grievances from any Employee. A Union officer may substitute for a Union Steward for all purposes set forth in this paragraph.

11.2 Nothing in this Agreement shall prevent any Employee from presenting at any time his or her own grievances in person or by legal counsel to the Employer or from having such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with terms of the collective bargaining agreement when in effect, and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

11.3 Employees designated in the bargaining unit shall have the right to join, or refrain from joining, the Union to engage in lawful concerted activities for the purpose of collective bargaining, negotiations or any other mutual aid and protection, and to express opinions related to the conditions of employment, all free from restraint, discrimination, intimidation or reprisal because of that Employee's membership or lack of membership in the Union or by virtue of that Employee holding office or not holding office in the Union. This provision shall be applied to all Employees in the bargaining unit.

11.4 The Union shall neither actively solicit grievances nor collect Union monies on Employer property.

11.5 Officials of the Union may, with proper authorization which will not be unreasonably withheld, be admitted to the property of the Employer. Officials as designated above shall be able to talk with Employees before or after regular working hours or during lunch hours of said employees on Employer property in areas mutually agreed on by the Union and the Employer.

11.6 The local Union President or one alternate officially designated by the local Union President shall be granted reasonable time off during working hours without loss of pay for the purpose of attending to appropriate Union activities requiring their presence. This shall not be interpreted to limit the Union to the resolution of only one issue at a time City-wide, but is intended to limit the number of Union representatives being granted time off to attend to a single specific issue. The local Union President or alternate must secure approval from their immediate supervisor prior to performing such duty.

Article 12 - Holidays

12.1 Employees in the bargaining unit shall be entitled to twelve (12) holidays with pay each year as follows:

Date	Holiday
January 1st	New Year's Day
Third Monday in January	Martin Luther King, Jr. Birthday
Third Monday in February	Presidents Day
Friday Before Easter	Good Friday
Last Monday in May	Memorial Day
July 4th	Independence Day
First Monday in September	Labor Day
November 11th	Veterans Day
Fourth Thursday in November	Thanksgiving Day
Friday After Thanksgiving	
December 25th	Christmas Day
Day Before or After Christmas	

Employees shall also be entitled to a paid holiday for any day declared a holiday by ordinance of the City Council, or by proclamation of the Mayor.

12.2 When an observed holiday occurs on an Employee's scheduled day off, the Employer may elect to either schedule the Employee to take a day off at another mutually agreeable date or to compensate the Employee at the Employee's regular straight time rate for the holiday.

12.3 An Employee who is required to perform work or to render services on one of the holidays listed in section 12.1 shall be compensated at one and one half (1-1/2) times the Employee's regular straight time hourly rate for any hours worked. In addition, the Employee will receive straight time pay for that day or the Employer may elect to schedule the Employee to take equal time off at another date mutually agreed to.

12.4 A permanent, probationary or provisionalemployee shall receive payment for any paid holiday unless:

- a) The Employee has an unexcused absence on the last regular workday preceding such a holiday or on the next regular work day following such holiday;
- b) The Employee is scheduled to work on the holiday and fails to report for work without a justifiable reason for the absence;
- c) The Employee is on leave of absence without pay; or,
- d) The Employee is receiving a wage benefit from workers compensation;

12.5 Those Employees who work a Monday through Friday work week shall observe holidays as follows. Holidays occurring on Saturday shall be observed on Friday. Holidays occurring on Sunday shall be observed on Monday. All other Employees shall observe the holidays on the date on which the holiday occurs.

Article 13- Health and Safety

13.1 The Employer agrees that it will conform to and comply with safety, health, sanitation and working conditions properly required by Federal, State and local law. The Employer and the Union will cooperate in the continuing objectives of elimination of safety and health hazards due to unsafe working conditions and inadequate restroom facilities where they are shown to exist.

13.2 The Employer will provide protective devices, wearing apparel and other equipment necessary to protect Employees from injury in accordance with established safety practices. Such practices may be improved from time to time by the Employer's in-house safety representatives. The Union may submit safety recommendations as needed to the City Manager or designee. When protective devices, apparel and equipment are provided, they must be used. Failure by the Employee to obey safety regulations and to use safety devices shall be just cause for disciplinary action.

Article 14- Witness Service

14.1 Any Employee who is called to testify while off duty in any court proceeding as a result of his or her normal City or independent agency duties shall be entitled to compensation for all hours while on such special duty. The Employee will be compensated for these special duty hours at the Employee's hourly rate. The Employee will be compensated for a minimum of two (2) hours.

Article 15- Union Security

15.1 In accordance with Chapter 447.301, Florida Statutes, Employees shall have the right to form, join or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

- a) The Employer agrees to place copy of this Agreement in each work location for reference by bargaining unit employees
- b) The Employer will notify the Union of all new persons hired into job classifications that are represented by the AFSCME bargaining unit.

15.2 Upon request of the Union, the Employer will, on a quarterly basis, provide the Union with a list of all Employees covered by the bargaining unit. The list will include the name, home address, Employee identification number, occupational code, home telephone number and gross salary of each Employee. The list will be provided at no cost to the Union.

15.3 The President of AFSCME Florida Council 79 or designee will be the official spokesperson for the Union in any matter between the Union and the Employer.

15.4 When the Employer establishes a new classification that would be included within the bargaining unit, the Union will be given notice in writing as to the Employer's determination of the unit to which the new classification will be assigned and whether the classification is competitive or non-competitive.

15.5 The Employer shall notify the Union of the class specification and pay range revisions to any classification that is presently in the certified bargaining unit for which the Union is the representative, prior to the implementation of those revisions. The Employer will provide this notice to the President of AFSCME Florida Council 79. The Union may submit comments about the revisions within ten (10) days of the date of the Employer's notice.

15.6 The Union has been provided with a copy of the Personnel Policy and Procedures Manual.

Article 16- Limited Emergency

16.1 During a declaration of emergency by the Mayor or Governor or when an emergency may reasonably be determined to be imminent, provisions of this Agreement addressing notifications, scheduling and shift assignment requirements may be suspended during the time of the declared emergency, provided that wage rate and monetary fringe benefits shall not be suspended

Article 17- Wages

17. 1 Effective October 1, 2017 for the fiscal year 2017-2018, all Employees shall receive a 3% increase to their base pay rate.

Article 18 - Past Practice

18.1 This Agreement, upon ratification by the bargaining unit Employees and the City, supersedes and cancels all prior practices and understandings predating this Agreement except that all pay and benefit provisions, work rules and regulations set forth in the City's administrative rules and regulations and the City's policies and procedures manuals which are in effect prior to the effective date of this Agreement and which are not specifically modified by this Agreement shall be binding on either party during the term of this Agreement.

Article 19 - Severability

19.1 In the event any article, section or portion of this Agreement should be held Invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specified in the court's decision. Upon request of either party, the parties agree to meet for the purpose of negotiating a substitute for that specific article, section or portion thereof. All other articles, sections or portions of this Agreement shall remain valid and enforceable.

Article 20 - Entire Agreement

20.1 Agreement and Reopeners

- a) This agreement upon ratification supersedes and cancels all prior agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.
- b) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- c) The City and the Union, during the term of this Agreement voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether or not referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.
- d) Nothing herein shall preclude the City or the Union from mutually agreeing to alter, amend, supplement, delete, enlarge or modify any of the provisions of this Agreement in writing.
- e) This section shall not be construed to in any way restrict the parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.

Terms of Contract

Section 1

This agreement shall become effective the first day of October 2017 and shall remain in full force and effect through the 30th day of September 2018, and will continue thereafter in full force and effect from year to year unless not less than sixty (60) days prior to the termination date above or any anniversary thereof, either party gives notice in writing to the other of its desire to amend, add to or terminate this agreement

Section 2

The parties will reopen wages by giving written notice of such intent by April 1st each year during the term of this agreement.

Executed on behalf of the City of Williston this _____ day of _____ 2018.

By: _____
_____, City Council President

Attest: _____
Frances Taylor, City Clerk

Executed on behalf of the American Federation of State, County and Municipal Employees this _____ Day of _____ 2018.

By: 

Representative for the Union

Date: April 17, 2018

COUNCIL AGENDA ITEM

TOPIC: Ordinance allowing dogs to accompany their owners in outdoor areas of restaurants, a.k.a. “Doggy Dining” ordinance

REQUESTED BY: SCOTT LIPPMANN

PREPARED BY: SCOTT LIPPMANN

BACKGROUND / DESCRIPTION: Florida Statute 509.233 authorizes local governments to create a local exemption procedure to certain provisions of the Food and Drug Administration Code in order to allow patrons’ dogs within certain designated outdoor portions of public food service establishments.

A local restaurant was recently cited by the Health Department because they were allowing dogs in outdoor areas of the restaurant, without a local ordinance being enacted. The restaurant’s owner has requested that the City adopt such an ordinance. The City of Cedar Key has such an ordinance and process for applying, and we have borrowed heavily from their process and ordinance language to create ours.

If enacted, each restaurant which desires to allow dogs in outdoor areas of their establishment would be required to apply to the City under this process and receive approval.

LEGAL REVIEW: Sent to City Attorney for review on 4/3/18

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

_____ **APPROVED**

_____ **DISAPPROVED**

Date: April 17, 2018

COUNCIL AGENDA ITEM

RESOLUTION 2018-21: APPOINTMENT TO THE LEVY COUNTY TOURIST DEVELOPMENT COUNCIL

REQUESTED BY: TISHA WHITEHURST

PREPARED BY: CITY CLERK

BACKGROUND / DESCRIPTION: On April 10, 2018, R. Gerald Hethcoat stepped down from his duties as Mayor of the City of Williston. He was previously appointed to serve as the City's representative to the Levy County Tourist Development Council. Tisha Whitehurst, Director of the Levy County Tourist Development Council has requested that the Williston City Council make another appointment to the TDC in his place. Upon receiving the Council's recommendation and copy of the resolution, Mrs. Whitehurst will forward the recommendation to the Levy County Board of County Commissioners for approval.

LEGAL REVIEW: N/A

FISCAL IMPACTS: None

RECOMMENDED ACTION: Review and submit a recommendation for the elected official appointment to represent the City of Williston on the Tourist Development Council.

ATTACHMENTS:

CONTRACT **RESOLUTIONS** **MAP**

LEASE **OTHER DOCUMENTS**

CONSULTANT OR PARTY TO ACTION HAS BEEN NOTIFIED

COUNCIL ACTION:

APPROVED

DENIED

RESOLUTION 2018-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA APPROVING THE RECOMMENDATION OF _____ AS THE ELECTED OFFICIAL REPRESENTATIVE FOR THE CITY OF WILLISTON ON THE LEVY COUNTY TOURIST DEVELOPMENT COUNCIL

WHEREAS, TDC Director Tisha Whitehurst has submitted a request for a replacement for outgoing Mayor R. Gerald Hethcoat as City of Williston Representative to the Levy County Tourist Development Council; and

WHEREAS, the Williston City Council recognizes the importance of active membership and participation on the Tourist Development Council; and

WHEREAS, the Williston City Council has been requested to submit a recommendation to fill the vacancy.

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

SECTION 1. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof.

SECTION 2. The City Council of the City of Williston submits _____ as the recommendation for the elected official vacancy on the Tourist Development Council.

SECTION 3. This resolution shall become effective immediately upon passage and adoption by the City Council.

DULY PASSED, ADOPTED AND MADE EFFECTIVE by the City Council of the City of Williston, Florida, on this 17th day of April 2018.

CITY OF WILLISTON, FLORIDA

ATTEST:

BY: _____
Nancy Wininger President, City Council

Frances Taylor, City Clerk

	Firefighter I (per call)	Firefighter II	FTL/DO	Salary info hourly rate		Chief Officer	
				Lieutenant/Capt.	Captain/Batt.		
Departments < 50							
Newberry	\$0.00	\$12.72	\$15.76	\$17.42	\$18.61	\$19.54	**
Dunnellon*	\$0.00	\$10.88	\$0.00	\$14.15	\$0.00	\$25.00	**
Chiefland*	\$17.50	\$10.43	\$0.00	\$0.00	\$12.53	\$25.96	**
Levy County*	\$10.00	\$14.74	\$0.00	\$16.22	\$17.61	\$38.22	**
Dixie County*	\$0.00	\$12.68	\$0.00	\$12.93	\$18.50	\$36.25	**
Gilchrist County	\$15.00	\$10.80	\$0.00	\$0.00	\$12.62	\$26.55	**
Average:	\$14.16	\$12.04	\$15.76	\$15.14	\$15.98	\$28.66	**
Williston	\$14	\$10.08	\$11.32	\$12.56	\$13.79	\$15.33	**
Deficent:	\$0.16	\$1.96	\$4.44	\$2.58	\$2.19	\$13.33	
Departments > 50							
Marion	\$0.00	\$17.00	\$18.05	\$19.30	\$35.00	\$40.85	**
Alachua	\$0.00	\$15.50	\$20.00	\$25.50	\$34.50	\$51.44	**
Ocala	\$0.00	\$15.72	\$18.33	\$23.09	\$35.00	\$51.47	**
Gainesville	\$0.00	\$17.64	\$20.15	\$23.18	\$30.41	\$61.14	**
Citrus*	\$11.00	\$13.00	\$14.40	\$16.00	\$17.50	\$40.00	**
Average:	\$11.00	\$15.77	\$18.16	\$21.41	\$30.48	\$48.98	**
Williston	\$14.00	\$10.08	\$11.32	\$12.56	\$13.79	\$15.33	**
Deficent:	\$0	\$5.69	\$6.76	\$8.85	\$16.69	\$33.65	
Advantage:	\$0						

** Average/Mid level Hourly Pay

***FF I stipend (12hrs)**

LC \$50

Citrus \$33

Dixie \$35

DFR \$50

Average:

\$42

Advantage:

\$13.00

\$13.00

Marion \$300(per Qtr)