DATE: TUESDAY, AUGUST 20, 2019
TIME: 6:00 P.M.
PLACE: WILLISTON CITY COUNCIL ROOM

CALL TO ORDER

ROLL CALL

MEMBERS: 
Mayor Jerry Robinson
President Nancy Wininger
Vice-President Marguerite Robinson
Councilman Charles Goodman
Councilman Justin Head
Councilman Elihu Ross

OTHERS:
City Manager Scott Lippmann
Interim City Clerk Latricia Wright
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 – CONSENT AGENDA

A. MINUTES: AUGUST 6, 2019 REGULAR CITY COUNCIL MEETING(pp 3)

ITEM – 4 – OLD BUSINESS

A. STAFF AND BOARD UPDATES
   • WATER ISSUES ON NW MAIN ST.
   • RETIREE HEALTH INSURANCE
   • PROPOSED HUMAN RESOURCE MANUAL

ITEM – 5 – NEW BUSINESS

A. RESOLUTION 2019-42: ACCEPTING TWO JUSTICE ASSISTANCE GRANTS FOR THE IMPROVEMENT OF THE POLICE DEPARTMENT (pp4-5)
B. RESOLUTION 2019-43: CITY HALL ANNEX LEASE TO NEW BUSINESS (pp6-15)

ITEM – 6 – PUBLIC PARTICIPATION
ITEM – 7 – ANNOUNCEMENTS

ITEM – 8 – 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.
1. President Wininger called the meeting to order at 6 pm. The following members were present: Mayor Robinson, President Wininger, Vice President Robinson, Council Member Goodman, Council Member Head, Council Member Ross, and City Manager Lippmann. City Attorney Koberlein and Interim City Clerk Wright were not present.

2. Mayor Robinson gave an opening prayer and led the Pledge of Allegiance.

3. President Wininger requested that two agenda items be removed: Item 4B, “Discussion with possible action: Clarification of Mayor and City Council Duties in Regard to the Police and Fire Department” and Item 5D, “Discussion with Possible Action: How the City Grants Raises”. Council Member Head moved that the agenda be accepted as amended; Vice President Robinson seconded. Vote: 5-0; passed.

4. Consent agenda: Vice President Robinson moved that the Consent Agenda be approved; Council Member Head seconded. Vote: 5-0; passed.

5. City Manager Lippmann gave a brief staff update, including the schedule for the upcoming City Clerk candidate interviews on August 7 and 8. City Planner Jackie Gorman presented data on the building permit activity for the month of July.

6. City Council President and the members of the Council expressed their appreciation of the Public Works staff’s hard work and dedication in addressing the recent gas system interruption. Council also expressed their appreciation to Lake City and Leesburg for providing members of their staff to help the City with the restoration of citywide gas service.

7. Ms. Janice Fugate, representing Norm Fugate P.A., expressed concern about the water collecting along N.W. Main Street after heavy rains, and asked if there was anything the City could do to mitigate the problem. She observed that water was also running down NW 3rd Avenue and flooding the areas behind both her office and the real estate office across the street. She also reported that she has noted water collecting under the buildings. Council asked staff to take another look at the issue, with input from FDOT and the engineer. Staff will report back at the next meeting.

8. Deputy Police Chief Clay Connolly shared his concerns regarding the current HR policy which appears to grant 3 years of health insurance coverage to retiring employees who are 65 or older and who have 25 or more years of service. His concern is the cost of providing full participation in the City’s health insurance coverage, as opposed to the City providing access to a Medicare supplemental plan at a lower cost to the City. During the conversation, several issues were noted which will require that the City Attorney provide guidance to the Council before a final resolution can be determined. This item will be on the next meeting’s agenda for follow up.

9. With no further business brought before the Council, the meeting was adjourned at 7:20 pm by President Wininger.

Respectfully submitted,

Scott Lippmann
City Manager
CITY COUNCIL RESOLUTION NO. 2019-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA ACCEPTING TWO (2) JUSTICE ASSISTANCE GRANTS FOR THE IMPROVEMENT OF THE POLICE DEPARTMENT

WHEREAS, The Williston Police Department requires improvements in Evidence Collection Division and the purchase of Body Cameras which has not been budgeted by the City Council and

WHEREAS, The US Department of Justice has grant moneys administered by Florida Department of Law Enforcement available through JAG programs and

WHEREAS, These moneys are available and approved for the use by the Police Department for the above mentioned projects with no co-pay or match requirement and

WHEREAS, The application for these grants has been previously approved by FDLE, the Mayor and signed by The City Manager.

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

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

Section 2. The City will accept grant #2018-JAGD-LEVY-1-F8-138 in the amount of $25,125.00 for the purpose of equipping officers with body cameras, chargers, software and related equipment and

Section 3. The City will accept grant #2020-JAGC-LEVY-1-F9-239 in the amount of $15,375.42 for the purpose of improving and rehabilitating the
Evidence Division of the Police Department.

PASSED AND ADOPTED at a meeting of the City Council this ___ day of

August, 2019.

CITY OF WILLISTON, FLORIDA

By: ______________
    Nancy Wininger, Council
    President

ATTEST:

By: __________________
    Latricia Wright Interim City Clerk

APPROVED AS TO FORM AND
LEGALITY:

By: __________________
    Frederick L. Koberlein, Jr.,
    City Attorney
COUNCIL AGENDA ITEM

TOPIC: Lease with County Tourist Development Council for use of the City Hall Annex Building

REQUESTED BY: SCOTT LIPPMANN    PREPARED BY: SCOTT LIPPMANN

BACKGROUND / DESCRIPTION: The Levy County Tourist Development Council has requested use of the City Hall Annex Building for their offices.

LEGAL REVIEW: The County Attorney and the City Attorney have developed an acceptable lease to all parties, and both find the document to be legally sufficient.

FISCAL IMPACTS:

RECOMMENDED ACTION: Approve

ATTACHMENTS:

COMMISSION ACTION:

_______APPROVED

_______DISAPPROVED
CITY COUNCIL RESOLUTION NO. 2019-043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILLISTON, FLORIDA AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY OF WILLISTON AND LEVY COUNTY, FLORIDA ON BEHALF OF THE LEVY COUNTY TOURIST DEVELOPMENT COUNCIL, FOR THE USE OF THE CITY HALL ANNEX BUILDING.

WHEREAS, the City of Williston, Florida ("City") maintains a commercial building commonly identified as the City Hall Annex building, located at 607 SW 1st Ave., Williston, FL 32696, within which commercial office space is vacant; and

WHEREAS, Levy County, Florida ("County") desires to lease office space in the City Hall Annex for its Tourist Development Council; and

WHEREAS, the City and County desire to enter into a Commercial Office Space Lease Agreement ("Lease"), a copy of which is attached hereto as "Exhibit A".

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

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

Section 2. The City is hereby authorized to enter into the Lease with Levy County, Florida for its Tourist Development Council

Section 3. The President and City Clerk are authorized to execute the Lease for, and on behalf, of the City.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
**PASSED AND ADOPTED** at a meeting of the City Council this ___ day of August, 2019.

**CITY OF WILLISTON, FLORIDA**

By: ________________________________
   Nancy Wininger, President

ATTEST:

By: ________________________________
   Latricia Wright, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: ________________________________
   Frederick L. Koberlein, Jr.,
COMMERCIAL OFFICE SPACE LEASE AGREEMENT

LESSOR:
City of Williston, Florida
50 NW Main Street
Williston, Florida 32696

LESSEE:
Levy County, Florida
355 S. Court St.
Bronson, FL 32621

WHEREAS, the CITY OF WILLISTON, a Florida municipal corporation, ("the Lessor"), maintains a commercial building commonly identified as the City Hall Annex building which is located at 607 SW 1st Ave., Williston, FL 32696, within which commercial office space is vacant; and

WHEREAS, Levy County, a political subdivision of the State of Florida ("the Lessee"), is desirous of leasing the above described commercial office space at the City Hall Annex building for governmental operations.

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

1. PREMISES: INSPECTIONS: AS IS: The Lessor leases and Lessee does rent and hire from the Lessor, the City Hall Annex building located at 607 SW 1st Street (the "Premises"), in the City of Williston, State of Florida.

It is the responsibility of the Lessee, at the Lessee’s sole expense, to satisfy itself, prior to the execution of this Agreement, as to the condition of the Premises including, without limitation, building regulations, and permits. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicability of the uses contemplated by the Lessee, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this Agreement or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence that the Premises were in good and satisfactory condition when possession was taken by Lessee.

2. TERM: The initial term of this Lease shall be for ten (10) years commencing at midnight, on the 1st day of October, 2019, and ending at midnight, on September 30, 2029, or an earlier time and date as this lease may terminate as provided below, except that, if any termination date falls on a Sunday or a holiday, then this lease shall end at 5:00PM on the next business day following the above-mentioned date. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.

3. RENT: The total annual rent is the sum $12.00 per year. The rent shall be paid annually, in advance, in the amount of $12.00, per year, together with all applicable sales tax. The parties acknowledge that the Lessee is a subdivision of the State of Florida, and thereby not subject to sales tax pursuant to current law.
The rent shall be delivered by U.S. mail, addressed to City of Williston, 50 NW Main Street, Williston, Florida 32696, or hand delivered to City Hall, 50 NW Main Street, Williston, Florida during regular business hours, and shall be considered paid upon receipt by Lessor. All payments required to be made by Lessee to Lessor pursuant to the Lease shall be deemed additional rent.

4. **NOTICES:** All notices required by law and by this Lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, to Lessor, City of Williston 50 NW Main Street, Williston, Florida 32696-0160 and to Lessee, Levy County 355 S. Court Street, Bronson, FL 32621 or to such other address as Lessor or Lessee may by writing to the other so designate.

5. **WARRANTIES OF TITLE AND QUIET POSSESSION:** The Lessor covenants that Lessor is seized of the Premises and owner in fee simple thereof with the full right to make this Lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the Premises during the term hereof.

6. **USES ALLOWED AND PROHIBITED:** The Lessee shall use the Premises only for the following purpose: governmental operations. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.

7. **COMPLIANCE WITH LAWS:** During the term of this Lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Williston, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this Lease. The Lessee shall abide by all applicable regulations as set forth in the City Code of Ordinances, together with any future amendments to said Code. The Lessee shall at all times maintain all required licensing and permits. The violation of any provision of the said Code, as evidenced by a final determination by the City’s code enforcement board or a court of law, shall be conclusively deemed a default under this Lease and shall not be subject to the notice requirements or cure provisions set forth in the default section of this Lease. The Lessee further covenants that the Premises shall not be used for any purpose which might cause forfeiture of the Lessor’s title to the said Premises.

8. **SIGNS:** Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the Premises.

9. **LESSORS RIGHT OF ENTRY:** The Lessee at all times shall permit Lessor or its agents to enter into and upon the Premises for the purpose of inspection, or the making of repairs, replacements, or additions in, to, on and about the Premises or the building that Lessor deems necessary or desirable. Lessee shall have no claim or cause of action against Lessor by reason of Lessor’s entry except as provided in Section 10 of this Lease.

10. **INTERRUPTION OF SERVICES OR USE:** Interruption or curtailment of any service maintained in the Premises, if caused by strikes, mechanical difficulties, or any causes beyond Lessor’s control whether
similar or dissimilar to those enumerated, shall not entitle Lessee to any claim against Lessor or to any abatement in rent, and shall not constitute constructive or partial eviction, unless Lessor fails to take reasonable measures to restore the service without undue delay. If the Premises are rendered untenantable in whole or in part, for a period of thirty (30) business days, by the making of repairs, replacements, or additions, other than those or caused by misuse or neglect by Lessee or Lessee’s employees, agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of untenantability.

11. **CONDITIONS OF LESSOR’S LIABILITY:** Lessee shall not be entitled to claim a constructive eviction from the Premises unless Lessee has first notified Lessor in writing of the condition or conditions giving rise to the eviction. If the complaints are justified, and Lessor has failed within a reasonable time after receipt of the notice to remedy the conditions, Lessee is entitled to claim a constructive eviction.

12. **LESSOR’S RIGHT TO SHOW PREMISES:** Lessor may show the Premises to prospective purchasers and mortgagees and, during the three (3) months prior to termination of this Lease, to prospective lessees, during business hours on reasonable notice to Lessee.

13. **RENOVATIONS, REPAIRS, AND MAINTENANCE:** Lessee shall maintain the Premises in good repair, reasonable wear and tear accepted, except as otherwise provided herein. Lessee will maintain the heating, ventilation and air conditioning system (HVAC) and all interior plumbing for the Premises, and perform repairs to such HVAC and interior plumbing as needed. Lessee will maintain the grounds of the Premises, which will be limited to periodic mowing and minor trimming of vegetation. Lessor will maintain the roof, windows, exterior walls and doors and all structural elements of the Premises, and perform repairs to all of such items as needed.

Lessee agrees to obtain the written consent of Lessor prior to the initiation of renovations, to any degree, to the Premises. Further, Lessee agrees that the interests in the Premises of the Lessor shall not be subject to liens for improvements made by the Lessee., The Lessee shall notify the contractors making any such improvements of this provision, and the knowing or willful failure of the Lessee to provide such notice to the contractors shall render any contracts between the Lessee and the contractors voidable at the option of the contractor, all pursuant to Florida law.

14. **PREMISES IMPROVEMENTS UPON TERMINATION:** Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said Premises shall become the property of the Lessor upon termination of this Lease.

15. **ACCUMULATION OF WASTE OR REFUSE:** Lessee shall not permit the accumulation of waste or refuse matter on the Premises or anywhere in or near the building where the Premises is located.

16. **UTILITIES:** The Lessee agrees to pay all charges related to telephone and internet utilities, electricity, water, sewer, and gas utilities to the Premises.
17. **INSURANCE:** Lessee agrees to insure its property at all times. Lessee agrees that Lessor shall not be held liable for any loss or damage to Lessee’s property.

18. **INDEMNIFICATION OF LESSOR:** Subject to the protections and limitations of sovereign immunity and the provisions of Section 768.28, Florida Statutes, Lessee agrees to take responsibility for all negligent acts or omissions of Lessee, its officers, employees, agents or volunteers, that may arise in connection with Lessee’s performance under this Lease, the Lessee’s use or occupancy of the Premises, the Lessee’s acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Lease or any breach of the terms of this Lease. Notwithstanding anything to the contrary in the foregoing or within this Lease, neither the Lessee nor the Lessor relinquish or waive any of its rights as a sovereign local government and both the Lessee and the Lessor reserve all rights and defenses under applicable sovereign immunity law.

19. **ASSIGNMENT AND SUBLETTING:** The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this Lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than that set forth in this Lease. The foregoing notwithstanding, Lessee may (a) assign this Lease, in whole or in part, to any entity owned by, owning or under common ownership or control with Lessee, or (b) assign this Lease to a purchaser of Lessee’s assets or business, or (c) allow use of office space or conference room or other amenities in the Premises by the Nature Coast Business Development Council, Inc.

20. **ENVIRONMENTAL ISSUES:** Notwithstanding anything to the contrary in this Lease, Lessor assumes sole and full responsibility for compliance with all applicable federal, state and local environmental statutes, regulations and ordinances related to the Premises and the building and land containing the Premises and shall indemnify, defend, save and hold harmless Lessee, its directors, officers, agents and employees from and against any and all claims, demands, losses and liabilities (including reasonable attorney’s fees) resulting from any alleged or actual violation thereof. The provisions of this paragraph shall survive the expiration or termination of this Lease.

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

Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth under Section 4, above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the premises by Lessor. If the default is for
failure to pay rent or any other sum of money when due, then the Lessee shall have ten (10) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have thirty (30) days after the effective date of notice to cure, except that Lessee shall not be allowed an opportunity to cure a re-occurring Event of Default of the same type which has been previously noticed by the Lessor and cured by the Lessee.

If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, form such reletting, and the amount of rent and other fees payable by the Lessee hereunder.

Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Lease. Furthermore, unless the Lessor elects to cancel this Lease, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Lease has been duly canceled.

22. LESSOR’S DEFAULT; REMEDIES: In the event Lessor shall default in performing any covenants, conditions or provisions herein binding upon Lessor, the Lessee shall give written notice of such default to Lessor at the address set forth under Section 4, above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail. The Lessor shall have thirty (30) days after the effective date of notice to cure, except that Lessor shall not be allowed an opportunity to cure a re-occurring default of the same type which has been previously noticed by the Lessee and cured by the Lessor.

If the Lessor fails to cure the default within the time allowed, Lessee shall thereafter have, in addition to the option to exercise any remedy or right permitted by law or in equity, the right to terminate this Lease, or at Lessee’s option, to cure any such default of Lessor on behalf of and at the expense of Lessor, by having all necessary work performed and making all necessary payments in connection therewith and Lessor agrees to pay to Lessee forthwith the amount so paid by Lessee. In the event Lessor fails to reimburse Lessee for such amount within thirty (30) days after receipt of invoice therefore, Lessee shall be entitled to offset such amounts against monthly rent thereafter due hereunder.

23. CLEANLINESS: Lessee shall at all times keep the Premises in a reasonably neat and orderly condition and clean and free from rubbish. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the Premises and shall commit or suffer no waste of the Premises or maintain any nuisance therein.

24. LATE PAYMENT PENALTY: All lease payments that are not paid within 30 days of the due date set forth in Section 3 hereof shall be subject to interest at the rate of one percent (1%) per month, as provided in Section 218.74, Florida Statutes; provided that Lessor complies with the applicable provisions of that statute.

25. BANKRUPTCY: The Lessee agrees that if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety days after such
appointment, then the Lessor may, at its option, declare the termination of this Lease agreement and shall forthwith be entitled to immediate possession of the Premises.

26. **END OF TENANCY:** The Lessee will yield up the Premises and all additions thereto (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.

27. **SUBROGATION CLAUSE:** The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.

28. **LITIGATION VENUE:** The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Levy County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Northern District of Florida.

29. **BENEFIT:** This Lease and all of the covenants and provisions hereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.

30. **ENTIRE AGREEMENT:** This Lease represents the complete understanding between the parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this Lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the Williston City Council. Any such modification on the part of the Lessee will not be effective unless considered at a public meeting and approved by majority vote of the Levy County Board of County Commissioners.

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IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in duplicate this ___ day of ________, 2019.

Signed, sealed and delivered
In the Presence of:

Witness Signature
Print Name

Witness Signature
Print Name

ATTEST:

By: ________________________
Latricia Wright, Interim
City Clerk

LENSOR:
CITY OF WILLISTON

By: ________________________
Nancy Wininger, Council
President

APPROVED AS TO FORM AND LEGALITY:

By: ________________________
Frederick L. Koberlein, Jr.,
City Attorney

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

By: ________________________
John Meeks, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: ________________________
Anne Bast Brown, County Attorney